

**SUWANNEE COUNTY BOARD OF COUNTY COMMISSIONERS
LIVE OAK CITY HALL
101 WHITE AVENUE SOUTHEAST
LIVE OAK, FLORIDA 32064**

TENTATIVE AGENDA FOR FEBRUARY 21, 2023, AT 5:00 P.M.

Invocation

Pledge to American Flag

ATTENTION:

- The Board may add additional items to this agenda.
- Affirmative action on any item includes authorization of Chairman's or designee's signature on all associated documents.
- Individual speakers from the audience will be allowed three (3) minutes to speak following recognition by the Chairman and must speak from the podium. Speakers may only make one (1) trip to the podium regarding each item they wish to speak on.
- Groups or factions representing a position on a proposition or issue are required to select a single representative or spokesperson. The designated representative will be allowed to speak for seven (7) minutes following recognition by the Chairman and must speak from the podium. Speakers may only make one (1) trip to the podium regarding each item they wish to speak on.
- For general updates or questions regarding County business, contact the County Administrator during regular business hours (386) 364-3400.

APPROVAL OF MINUTES:

1. February 7, 2023 – Regular Board Meeting

CONSENT:

2. Approval of payment of processed invoices.
3. Adoption of Resolution expressing support that the designation of Rural Area of Opportunity (RAO) continues to apply to the North Central Florida Region and the continuation of all Regional Rural Development Grant funding for the North Florida Economic Development Partnership through funds appropriated by the Florida Legislature and administered through the Florida Department of Economic Opportunity.
4. Approval of Agreement with Nabors, Giblin, and Nickerson for legal services associated with Fire Protection and Solid Waste assessment programs.

5. Approval of Task Order with North Florida Professional Services, Inc. for subsurface exploration and preliminary geotechnical engineering associated with Project Titan. Budget Impact: \$25,000 to be paid from grant funds.
6. Approval of Task Order with North Florida Professional Services, Inc. for karst evaluation and foundation recommendation associated with Project Titan. Budget Impact: to be paid from grant funds and Economic Development budget.
7. Approval of renewal of Agreement with Liberty Partners of Tallahassee, LLC for professional services.
8. Approval of Change Order No. 1 with Music Construction, Inc. for a decrease in cost in the amount of \$327,924 for work associated with CR137 collection/transmission utility extensions.
9. Approval and acceptance of Kurt Sitzer and Associates, INC. proposal for professional redistricting services, approval to contract for KSA services utilizing short agreement incorporating the KSA proposal (pending County Attorney review) and authorize the Chairman or County Administrator to execute the final agreement.
10. Approval of and authorize County Administrator to execute a finance-to-own lease agreement with Ring Investments, LLC for the purchase of a CAT D5 bulldozer for Road Department, pending County Attorney review. Budgeted item.
11. Approval of and authorize County Administrator to execute a finance-to-own lease agreement with Ring Investments, LLC for the purchase of a CAT CS54 vibratory roller for Road Department, pending County Attorney review. Budgeted item.
12. Approval of and authorize County Administrator to execute equipment repurchase agreement with Alta Equipment Company for a Volvo L70H wheel loader, pending County Attorney review. Budget Impact: None.
13. Approval of Amendment No. 4 to the Department of Environmental Protection Sewer Plant Grant agreement (SUW Co. Agmt 2018-13).
14. Authorization to apply for a grant through the E911 Rural County Grant Program in the amount of \$53,094.00 for the Yearly Maintenance of the 911 System, including 911 System Manufacturer Support, GIS Map Generation Support, GIS Map Display Support, and Recorder Maintenance.
15. Authorization to advertise bids for repairs to the Supervisor of Elections office. Budget Impact: Non-budgeted item.

TIME-SPECIFIC ITEMS:

16. **At 5:05 p.m.**, or as soon thereafter as the matter can be heard, **hold the second of two public hearings** to consider the adoption of an ordinance concerning application number LDR 23-01, an application by the Board of County Commissioners to amend the text of the Land Development Regulations by adding a definition for Recreational Vehicle to Section 2.1 and also deleting Section 4.19.37 in its entirety and replacing it with new standards. (Ron Meeks, Development Services Director)
17. **At 5:05 p.m.**, or as soon thereafter as the matter can be heard, **hold a public hearing** to consider closing, vacating, renouncing, and disclaiming all rights or interest of Suwannee County in an alleyway located in Block 32 Plat of Dowling Park and a portion of 235th Lane. (Ron Meeks, Development Services Director)

STAFF ITEMS:

COMMISSIONERS ITEMS:

COUNTY ATTORNEY ITEMS:

GENERAL BUSINESS:

18. **Additional Agenda Items.** The Chairman calls for additional items.
19. **Public Concerns and Comments.** (Filling out of Comment Card required, and forward to Chairman or County Administrator. Individual speakers from the audience will be allowed three (3) minutes, and a single representative or spokesperson will be allowed seven (7) minutes to speak following recognition by the Chairman and must speak from the podium – one (1) trip to the podium.)
20. **Administrator's comments and information.**
21. **Board Members Inquiries, Requests, and Comments.**

5:00 p.m.

The Suwannee County Board of County Commissioners met on the above date and time for a regular meeting and the following were present: Chairman Franklin White; Commissioner Don Hale; Commissioner Maurice Perkins; Commissioner Travis Land; and Commissioner Leo Mobley. Barry A. Baker, Clerk of Circuit Court; Keith Gentry, County Finance Director; Eric Musgrove, Deputy Clerk; Greg Scott, County Administrator; and James W. Prevatt, Jr., County Attorney, were also present.

Chairman White called the meeting to order at 5:00 p.m. and asked Commissioner Perkins to lead the invocation and Pledge of Allegiance to the Flag of the United States of America.

MINUTES:

The first item on the agenda was to approve the minutes of the January 17, 2023 Regular Board meeting.

Commissioner Land moved to approve the minutes of the January 17, 2023 Regular Board meeting. Commissioner Mobley seconded, and the motion carried unanimously.

CONSENT:

Item seven was pulled for discussion at a later meeting and items ten through thirteen were pulled for discussion.

The second item on the agenda was to approve payment of \$5,334,252.64 in processed invoices.

The third item on the agenda was approval to hold the February 21, 2023 regularly scheduled Board meeting at Live Oak City Hall, 101 White Avenue S. E. Live Oak, FL., at 5:00 p.m.

The fourth item on the agenda was approval to hold the first regularly scheduled Board meeting for the month of July on Wednesday, July 5, 2023, at the Judicial Annex, 218 Parshley Street S. W., Live Oak, FL., at 5:00 p.m.

The fifth item on the agenda was approval and authorization to execute an Employment Agreement with County Administrator Greg Scott. **(Agreement No. 2023-28)**

The sixth item on the agenda was approval of a Task Order with North Florida Professional Services, Inc. for a cultural resource assessment survey for the CDBG-CV building site. Budget impact: \$11,425 to be paid by grant funds. **(Agreement No. 2023-29)**

The seventh item on the agenda was approval of a renewal agreement with Liberty Partners of Tallahassee, LLC for professional services.

This item was pulled from the consent agenda for discussion at a later date.

The eighth item on the agenda was approval of funding for fiberglass repair and gel coat at the Billy Jernigan Pool Facility up to \$30,000.

The ninth item on the agenda was appointment of Matthew Pennington to the Live Oak-Suwannee County Recreation Board to replace Dale Allen.

The tenth item on the agenda was authorization to purchase a 2023 Chevrolet Crew Cab 1500 4x4 and 2023 Chevrolet Crew Cab 2500 4x4 from Wes Haney Chevrolet for the Parks and Recreation Department. Budgeted items.

This item was pulled from the consent agenda for discussion.

The eleventh item on the agenda was authorization to purchase two (2) 2023 Chevrolet Silverado 1500 pickup trucks from Rountree-Moore Chevrolet to be used for the Building Department and E911/GIS Office. Budget impact: Building Department \$34,500, E911 Addressing \$35,123. Any costs exceeding the previously budgeted amount will be taken from revenues/contingency of the respective departments and have no impact on general revenue.

This item was pulled from the consent agenda for discussion.

The twelfth item on the agenda was authorization to purchase one (1) 2021 Toyota RAV4 SUV from Walt's Live Oak Ford in the amount of \$26,388.95 and one (1) 2020 Chevrolet Equinox SUV from Roundtree-Moore Chevrolet in the amount of \$21,977 for the Custodial Department. Budget impact: \$47,000 budgeted. Any costs exceeding budgeted amount will be funded within the Maintenance Budget.

This item was pulled from the consent agenda for discussion.

The thirteenth item on the agenda was authorization to donate used refrigeration equipment to Riveroak Technical College for HVAC/R training.

This item was pulled from the consent agenda for discussion.

Commissioner Land moved to approve consent items 2-6 and 8-9. Commissioner Hale seconded, and the motion carried unanimously.

Items ten through twelve were discussed together:

The tenth item on the agenda was authorization to purchase a 2023 Chevrolet Crew Cab 1500 4x4 and 2023 Chevrolet Crew Cab 2500 4x4 from Wes Haney Chevrolet for the Parks and Recreation Department. Budgeted items.

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County Attorney Prevatt stated that the Board need to declare the aforementioned items as sole source items before approving their purchase.

Commissioner Land moved to declare agenda items ten through twelve as sole source items and approve their purchase, as requested. Commissioner Mobley seconded, and the motion carried unanimously.

The thirteenth item on the agenda was authorization to donate used refrigeration equipment to Riveroak Technical College for HVAC/R training.

County Attorney Prevatt stated that the Board should declare the equipment as surplus and then donate it to Riveroak Technical College.

Commissioner Hale moved to declare used refrigeration equipment as surplus and donate it to Riveroak Technical College for HVAC/R training. Commissioner Perkins seconded, and the motion carried unanimously.

TIME SPECIFIC ITEMS:

The fourteenth item on the agenda was at 5:05 p.m., or as soon thereafter as the matter could be heard, to hold the first of two public hearings to consider the adoption of an ordinance concerning application number LDR 23-01, an application by the Board of County Commissioners to amend the text of the Land Development Regulations by adding a definition for Recreational Vehicles to Section 2.1, and also deleting Section 4.19.37 in its entirety and replacing it with new standards.

Chairman White opened the public hearing.

County attorney Prevatt swore in all those wishing to speak.

Ron Meeks, Planning and Zoning Director, stated this was the first of two required public hearings to amend the Land Development Regulations based upon Recreational Vehicle workshops. No motion

was necessary tonight, and the purpose was to entertain questions. Mr. Meeks then discussed changes to the LDRs, noting that wording had been changed to fit Florida Statutes, Florida Administrative Codes, and Federal guidelines. He then entered the file into the record as Composite Exhibit #1.

Commissioner Land asked if the changes would eliminate ongoing problems. Mr. Meeks believed they would, especially since they would become code enforcement violations with penalties.

Commissioner Perkins asked about the six-month requirement. Mr. Meeks noted that the original wording had been ripe for abuse and thus users could not stay in RVs longer than six months out of the year, regardless of whether or not it was consecutively or on weekends.

Some discussion ensued on power requirements and the ability for owners to build ancillary buildings (boat sheds, etc.) as part of the permitting process.

Mr. Meeks noted that the permit cost would be brought before the Board at a separate time as part of Building Department fees.

Chairman White opened the floor to public comments. There being no comments, Chairman White closed the floor to public comments.

Chairman White closed the public hearing.

PROCLAMATIONS AND PRESENTATIONS:

The fifteenth item on the agenda was to hear a presentation of the FEMA Flood Risk Review.

Troy Roberts, Suwannee River Water Management District, delivered a brief presentation regarding flood risks and future meetings relating to its review.

STAFF ITEMS:

Mr. Jimmy Norris, Economic Development Director, thanked Mr. Roberts for his work with the Water Management District and noted the District allowed many public uses for their properties. Mr.

Norris also congratulated County Administrator Scott for his new position and then noted there would be weekly newspaper articles focusing on and recognizing County employees along with monthly articles introducing various Suwannee County businesses. Mr. Norris noted a recent economic summit he and Chairman White had attended and some of the programs they had learned about. He also addressed the LTPT (Local Technology Planning Team) Committee's work on broadband service and the three grants for \$5 million each to which it had applied, of which at least two were now approved for funding.

Commissioner Land discussed the LTPT Committee and the benefits it provided to the citizens.

Mr. Norris continued to discuss grant opportunities and that the County needed to provide additional infrastructure for potential businesses.

COMMISSIONERS ITEMS:

There were none.

COUNTY ATTORNEY ITEMS:

County Attorney Prevatt passed out a proposal for redistricting services and then discussed potential changes, increases, and concerns. He noted the redistricting would also impact the School Board. County Attorney Prevatt reminded the Board of an issue with single-member districts and the NAACP that went before the Courts in the mid-1980s to abide by the requirements of the Civil Rights Act.

GENERAL BUSINESS:

The sixteenth item on the agenda was an update on County projects.

Greg Bailey, North Florida Professional Services (NFPS), delivered a presentation on various County projects, including possible additions to the Greenway Trail, Fire Station #6 on US 129 North

located north of Interstate I-10, CR 137 utility extensions, and paving of 80th Terrace north of the Suwannee County Airport.

County Administrator Scott noted that the flooding issue off 80th Terrace was outside the scope of funding provided by the Florida Department of Transportation.

Discussion ensued on the flooding issue and that the neighboring owner's property was low because of the natural flow of the land. It was also noted that the impervious nature of a raised asphalt road would cause additional flooding issues, and it was recommended that the County look into it, possibly by receiving a flood easement from the affected property owner if he was so inclined.

Mr. Bailey continued his presentation, discussing 153rd Road from Highway 51 to CR 250, 76th Street, and 68th Terrace.

Discussion ensued on right-of-way acquisition along 68th Terrace and possibly 76th Street.

Mr. Bailey next spoke about work on the Catalyst Site, including issues with the size of the water plant there, which was not constructed to support the multitude of businesses that were now building on the site. He also mentioned the need to widen 169th Road to 3 or 4 lanes due to the amount of traffic that it was now handling and a possible water tower near I-10.

Commissioner Land was concerned about the number and cost of improvements being proposed and why the fire main only had one pump. Mr. Bailey replied that his company had not done the work, but it was probably the quickest and cheapest way to get water to the first Catalyst Site business, Klausner.

After questioning, Mr. Bailey stated that fire protection services were barely being covered at this point, and additional businesses or expansion of existing ones would exceed the capacity. It was the same answer for potable water, but a water tower would help resolve it. Mr. Bailey suggested a master plan for the Catalyst Site to determine the next steps for improvement and expansion.

Commissioner Land recommended that the County find money to bring the needed improvements to the Catalyst Site to allow additional businesses to establish themselves there, adding that new businesses would not only bring in more ad valorem taxes, but also bring in more house purchases, commerce, etc. related to new employees.

Mr. Bailey stated that once Project Wave was established, the next work at the Catalyst Site should be related to the wastewater treatment plant.

Mr. Norris reiterated that the map was just a possible proposal for future development, not necessarily the road map to be followed by the Board.

Commissioner Perkins suggested a workshop to work on a master site plan. Chairman White responded that Mr. Bailey would be bringing back to the Board a task order to help develop a master site plan for the Catalyst Site.

The seventeenth item on the agenda was to discuss, with possible Board action, declaring as surplus a 1.10-acre parcel located on 220th Pass and establishing the sale price. Parcel I.D. 13-05S-14E-03403-040010.

County Administrator Scott asked for approval.

Commissioner Land moved to declare as surplus a 1.10-acre parcel located on 220th Pass at the Parcel I.D. 13-05S-14E-03403-040010. Commissioner Perkins seconded, and the motion carried unanimously.

Discussion ensued on if an appraisal was needed since the property's price was estimated to be less than \$15,000 based upon the Property Appraiser's value.

County Attorney Prevatt suggested various options to sell the property, including selling it on the Courthouse steps. He stated that he could talk with the County's broker to determine the best process.

Chairman White suggested selling the property on the front steps of the Courthouse.

County Attorney Prevatt suggested if only the adjoining property owners were interested, they could be contacted to determine their interest. A base bid could also be set by the Board.

Commissioner Perkins moved to offer up a 1.10-acre parcel located on 220th Pass (Parcel I.D. 13-05S-14E-03403-040010) for auction on the front steps of the Courthouse at a base bid of \$8,000.

Commissioner Land seconded, and the motion carried unanimously.

The eighteenth item on the agenda was Additional Agenda Items.

There were none.

The nineteenth item on the agenda was public concerns and comments.

Sheriff Sam St. John thanked the Board for providing extensive health checkups for his employees, as it had discovered several employees who had health issues that needed follow-up.

Mr. Glenn Burd, 7292 37th Road, Live Oak, was concerned about traffic speed and lighting at several intersections close to CR 136 and I-75. Mr. Burd also presented documentation regarding purchases made by NCYT near the CR 136 and I-75 interchange and discussed his concerns with the issue.

Some discussion ensued on the items presented by Mr. Burd, that former County Administrator Randy Harris had been involved in the land purchase on behalf of NCYT, and County Attorney Prevatt had been involved as plaintiff's attorney for NCYT and its owner, Mr. Ron Adams, against Mr. Burd.

Commissioner Land asked County Attorney Prevatt when he had notified the Board that Mr. Adams was his client in 2019 or 2020, when the Board was hearing items related to NCYT. County Attorney Prevatt replied that former County Administrator Harris knew he represented Mr. Adams, and there were items that had been brought before the Planning and Zoning Board regarding NCYT while he was Mr. Adams' attorney, not the attorney for NCYT. However, he withdrew as Mr. Adams' counsel a month later.

Commissioner Land suggested County Attorney Prevatt should have notified the Board that he was Mr. Adams' lawyer in the Adams-Burd lawsuit, especially since Mr. Adams was sole owner of NCYT.

Mr. Burd agreed that Mr. Adams was the only person listed for NCYT on the State website.

Chairman White asked Mr. Burd his purpose in coming before the Board tonight. Mr. Burd replied that he was aware of the issue with the purchase of Mr. Brian Cobble's property north of the I-10 interchange on US 129 for a fire station, which had led to some issues and an ethics complaint. Mr. Burd saw a similar issue with the property near the I-75/CR 136 interchange and was deeply concerned that County Attorney Prevatt was involved in the situation. He wanted to bring the matter before the Board.

After questioning by Commissioner Land, Mr. Burd reviewed the actions and timeline leading up to and including the lawsuit against him by Mr. Adams.

After questioning by Chairman White, Mr. Adams stated that Judge David Fina had ruled against him in the lawsuit but had also noted several irregularities and questionable actions by others, including former County Administrator Harris and County Attorney Prevatt.

Commissioner Land read an excerpt from Judge Fina's ruling that had been provided by Mr. Burd in which the Judge noted former County Administrator Harris was acting as an agent of Mr. Adams, including signing a contract and filling out a check on Mr. Adams' behalf.

The twentieth item on the agenda was Administrator's comments and information.

County Administrator Scott updated the Board on maintenance concerns at the Landfill, including the leachate tank, and utilities expansion at the Catalyst Site. He also thanked the Board for making his position permanent.

The twenty-first item on the agenda was Board Members' inquiries, requests, and comments.

Commissioners Perkins and Mobley had nothing to discuss.

Commissioner Land thanked Mr. Bailey for his projects presentation and congratulated Suwannee Valley Electric Cooperative for receiving grant money.

Commissioner Hale thanked the County's employees for their hard work.

Chairman White noted the passing of a favorite agriculture teacher and congratulated Suwannee Valley Electric Cooperative for receiving grant money.

Commissioner Hale moved to adjourn the meeting. Commissioner Perkins seconded, and the motion carried unanimously.

There being no further business to discuss, the meeting adjourned at 7:17 p.m.

ATTEST:

_____, DC
BARRY A. BAKER
CLERK OF THE CIRCUIT COURT

FRANKLIN WHITE, CHAIRMAN
SUWANNEE COUNTY BOARD OF
COUNTY COMMISSIONERS

DRAFT

Agenda Item No. 2

Approval of payment of processed invoices.

SUWANNEE COUNTY

Administration

Executive Summary

Objective:

Adoption of Resolution expressing support that the designation of Rural Area of Opportunity (RAO) continues to apply to the North Central Florida Region and the continuation of all Regional Rural Development Grant funding for the North Florida Economic Development Partnership through funds appropriated by the Florida Legislature and administered through the Florida Department of Economic Opportunity.

Recommendation:

Adoption of Resolution

Respectfully submitted,

Greg Scott,
County Administrator

RESOLUTION 2023 – _____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF SUWANNEE COUNTY, FLORIDA, EXPRESSING ITS SUPPORT THAT THE DESIGNATION OF RURAL AREA OF OPPORTUNITY (RAO) CONTINUE TO APPLY TO THE NORTH CENTRAL FLORIDA REGION INCORPORATING BAKER, BRADFORD, COLUMBIA, DIXIE, GILCHRIST, HAMILTON, JEFFERSON, LAFAYETTE, LEVY, MADISON, PUTNAM, SUWANNEE, TAYLOR, AND UNION COUNTIES (INCLUDING THE CITIES, TOWNS AND COMMUNITIES WITHIN EACH); AND, THE CONTINUATION OF ALL REGIONAL RURAL DEVELOPMENT GRANT FUNDING FOR THE NORTH FLORIDA ECONOMIC DEVELOPMENT PARTNERSHIP (NFEDP) THROUGH FUNDS APPROPRIATED BY THE FLORIDA LEGISLATURE AND ADMINISTERED THROUGH THE FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY, AND PROVIDING FOR AN EFFECTIVE DATE NO LATER THAN JUNE 15, 2023.

WHEREAS, in 2003 Governor Jeb Bush, by executive order, identified fourteen counties (Baker, Bradford, Columbia, Dixie, Gilchrist, Hamilton, Jefferson, Lafayette, Levy, Madison, Putnam, Suwannee, Taylor, and Union) as one of the three Rural Areas of Opportunity (RAO), and that this designation was renewed in 2008; and again in 2013; and again in 2018; and

WHEREAS, the North Florida Economic Development Partnership (NFEDP) was created as the regional organization to work in cooperation with the 14 counties to promote and improve economic development throughout the North Central Florida region; and

WHEREAS, various counties and municipalities in the NFEDP's region request that Governor Ron DeSantis renew this designation as a Rural Area of Opportunity; and

WHEREAS, the NFEDP, in cooperation with and through the support of the 14 counties, all municipalities with the 14 counties, all Local Workforce Development Boards serving the region, and corporate sector partners, has made great strides in improving the economic outlook for the North Central Florida RAO by assisting with recruiting new industries, supporting infrastructure projects and working together with local communities and other organizations such as Enterprise Florida, DEO, DEP, FDOT, and the Governor's Office; and

WHEREAS, notwithstanding the progress that has been made since 2018, there is still much work that needs to be done to help these fourteen counties and the region strategically plan and actually compete for economic development projects, and to retain and expand existing businesses to generate jobs and wealth in the region.

NOW, THEREFORE, BE IT RESOLVED, that the _____ County Board of County Commissioners does hereby express its support of the following:

1. That the designation of the North Central Florida Rural Area of Opportunity (RAO) continue to apply to Baker, Bradford, Columbia, Dixie, Gilchrist, Hamilton, Jefferson, Lafayette, Levy, Madison, Putnam, Suwannee, Taylor, and Union counties; and
2. The continuation of all Regional Rural Development Grant funding be continued and expanded for the North Central Florida Economic Development Partnership (NFEDP) through funds appropriated by the Florida Legislature and administered through the Florida Department of Economic Opportunity, Enterprise Florida, Inc., and/or other designated agencies.

DULY ADOPTED this 21st day February, 2023.

SUWANNEE COUNTY BOARD
OF COUNTY COMMISSIONERS

ATTEST:

By: _____
Barry A. Baker, Clerk of Court

By: _____
Franklin White, Chairman

SUWANNEE COUNTY

Administration

Executive Summary

Objective:

Approval of agreement with Nabors Giblin & Nickerson or legal services associated with fire protection and solid waste assessment programs

Considerations:

This is an annual renewal for legal services associated with fire protection and solid waste assessment programs.

There is no increase in the fee for services.

Recommendation:

Approve

Respectfully submitted,

Greg Scott,
County Administrator

TALLAHASSEE
1500 Mahan Drive
Suite 1500
Tallahassee, Florida 32308
(850) 224-4070 Tel
(850) 224-4073 Fax

Nabors
Giblin &
Nickerson P.A.
ATTORNEYS AT LAW

TAMPA
2502 Rocky Point Drive
Suite 1060
Tampa, Florida 33607
(813) 281-2222 Tel
(813) 281-0129 Fax

PLANTATION
8201 Peters Road
Suite 1000
Plantation, Florida 33324
(954) 315-0268 Tel

February 3, 2023

Via Electronic Mail

Greg Scott
Suwannee County Administrator
13150 – 80th Terrace
Live Oak, Florida 32060

Re: Proposal for legal services on the County's annual fire protection and solid waste assessment programs

Dear Mr. Scott:

Enclosed please find this firm's proposal for special assessment legal services for the County. These services will be provided for the annual Suwannee County Municipal Services Benefit Unit for Fire Protection Services and the annual Suwannee County Municipal Services Benefit Unit for Solid Waste Services assessment programs for Fiscal Year 2023-24.

Enclosed as Appendix A you will find our scope of services, proposed lump sum fee of \$8,000.00, and a payment schedule to assist the County in the ongoing updating and implementation of its fire protection assessment program and solid waste assessment program for Fiscal Year 2023-24.

In addition to the legal work needed to implement the County's assessment programs on an annual basis, we will also keep the County informed of any modifications that may be advisable or necessary due to judicial decisions or legislative action.

Please review the attached scope of services. The execution of this letter agreement indicates acceptance of this proposal and notice to proceed. Upon execution of this agreement, please provide me with one signed copy for our file.

Greg Scott
February 3, 2023
Page 2

We have enjoyed our past relationship with the County and look forward to working together again on this project. Please feel free to call me with any questions or concerns you may have.

Very truly yours,



Heather J. Encinosa

HJE:sb

Attachment

cc: Chad Wainwright (w/att.)
Mandy Frederickson (w/att.)

Accepted and Agreed To:

Date:

By: _____
Suwannee County

**ANNUAL FIRE PROTECTION AND
SOLID WASTE ASSESSMENT PROGRAMS**

Scope of Services

- 1) Advise the County on the legal requirements for imposing annual fire protection and solid waste special assessments, including special benefit, fair apportionment, and procedures.
- 2) Advise the County on any judicial decisions or legislative actions that may affect or require modifications to the County's fire protection and solid waste assessment programs.
- 3) Draft the preliminary and annual rate resolutions that conform to the fire protection and solid waste assessment ordinances, already adopted.
- 4) Assist with the legal requirements for the adoption of the preliminary and annual rate resolutions and certification of the assessment roll in accordance with section 197.3632, Florida Statutes, including: (a) the development of the first class notice or TRIM notice, (b) publication of the public hearing, and (c) certification of the assessment roll.

Fees and Costs

For legal services provided by Nabors, Giblin & Nickerson, the County will be billed a lump sum fee of \$8,000.00. The fees will be due and payable in two equal payments as follows:

| <u>Payment</u> | <u>Schedule</u> |
|---------------------|-----------------|
| 50% of lump sum fee | May 2023 |
| 50% of lump sum fee | September 2023 |

The lump sum fee includes reimbursement for all actual costs incurred, including by way of example and not limitation, photocopies, long distance telephone charges, and overnight delivery services.

Work will be completed in accordance with the County's proposed budget calendar and public hearing schedule. The annual rate resolutions must be adopted no later than September 15, 2023.

This proposed lump sum fee includes no on-site visits to the County by NG&N staff. Any meetings may be arranged at our standard hourly rates provided below. Expenses related to additional meetings will be billed in conformance with section 112.061, Florida Statutes. In lieu of on-site visits, we are available to participate in telephone conferences to discuss project status, assessment issues, and procedural concerns.

| | |
|-------------------------|-------|
| Partners | \$300 |
| Associates | \$275 |
| Legal Clerks/Assistants | \$80 |

SUWANNEE COUNTY

Administration

Executive Summary

Objective:

Approval of Task Order with North Florida Professional Services, Inc. for subsurface exploration and preliminary geotechnical engineering associated with Project Titan.

Considerations:

Borings were needed for preliminary testing to ensure the site is appropriate for the project.

\$25,000 to be paid from grant funds.

Recommendation:

Approval of Task Order with North Florida Professional Services, Inc.

Respectfully submitted,

Greg Scott,
County Administrator



NFPS

PO BOX 3823
LAKE CITY, FL 32056

PHONE (386) 752-4675
FAX (386) 752-4674

www.nfps.net

TASK ORDER FOR ENGINEERING SERVICES

Project Titan Engineering Services

Subsurface Exploration and Preliminary Geotechnical Engineering

This agreement made this _____ day of February 2023 by and between Suwannee County, herein referred to as the COUNTY, and North Florida Professional Services, Inc., herein after referred to as the CONSULTANT:

The COUNTY requires subsurface exploration and preliminary geotechnical engineering services for the Project Titan parcel located on US 90 and I-10, herein after referred to as the PROJECT.

The CONSULTANT intends to provide subsurface exploration and preliminary geotechnical engineering for the Project Titan site per Exhibit A Scope of Services.

The CONSULTANT agrees to provide these services for the lump sum of Twenty-Five Thousand Dollars (\$25,000.00). This fee shall be invoiced not more than once monthly based percentage of completion. This is in accordance with the Master Contract between COUNTY and CONSULTANT.

This Task Order constitutes a Project Agreement for the PROJECT. The CONSULTANT will perform the scope of work as described herein for the development of engineering design documents.

IN WITNESS THEREOF, Suwannee County, Florida, through its Board of County Commissioners has caused this instrument to be executed on the day and year first shown above.

BOARD OF COUNTY COMMISSIONERS
SUWANNEE COUNTY, FLORIDA

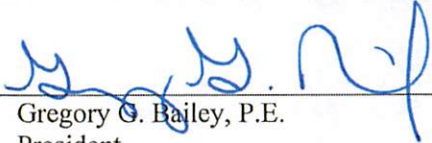
Attest:

Clerk

BY: _____
Chairman

IN WITNESS WHEREOF, North Florida Professional Services, Inc., as CONSULTANT herein, has caused this Task Order to be executed in its name by its proper officers duly authorized to sign and execute instruments on its behalf on the day and year first shown above.

NORTH FLORIDA PROFESSIONAL SERVICES, INC.

BY: 

Gregory G. Bailey, P.E.
President

SUWANNEE COUNTY

Administration

Executive Summary

Objective:

Approval of Task Order with North Florida Professional Services, Inc. for karst evaluation and foundation recommendation associated with Project Titan.

Considerations:

Additionally, Titan needed to verify the property location on site for building structures. To be paid from grant funds and the Economic Development budget.

Recommendation:

Approval of Task Order with North Florida Professional Services, Inc.

Respectfully submitted,

Greg Scott,
County Administrator



NFPS



PO BOX 3823
LAKE CITY, FL 32056



PHONE (386) 752-4675
FAX (386) 752-4674



www.nfps.net

TASK ORDER FOR ENGINEERING SERVICES

Project Titan Engineering Services

Karst Evaluation and Foundation Recommendation

This agreement made this _____ day of February 2023 by and between Suwannee County, herein referred to as the COUNTY, and North Florida Professional Services, Inc., herein after referred to as the CONSULTANT:

The COUNTY requires a karst evaluation and foundation recommendations for the Project Titan parcel located on US 90 and I-10, herein after referred to as the PROJECT.

The CONSULTANT intends to provide a karst evaluation and final foundation recommendations for the Project Titan site improvements as per Exhibit A Scope of Services.

The CONSULTANT agrees to provide these services for the lump sum of Forty-Seven Thousand Seven Hundred Dollars (\$47,700.00). This fee shall be invoiced not more than once monthly based percentage of completion. This is in accordance with the Master Contract between COUNTY and CONSULTANT.

This Task Order constitutes a Project Agreement for the PROJECT. The CONSULTANT will perform the scope of work as described herein for the development of engineering design documents.

IN WITNESS THEREOF, Suwannee County, Florida, through its Board of County Commissioners has caused this instrument to be executed on the day and year first shown above.

BOARD OF COUNTY COMMISSIONERS
SUWANNEE COUNTY, FLORIDA

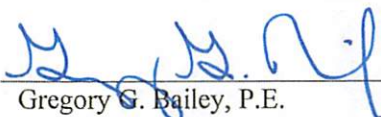
Attest:

Clerk

BY: _____
Chairman

IN WITNESS WHEREOF, North Florida Professional Services, Inc., as CONSULTANT herein, has caused this Task Order to be executed in its name by its proper officers duly authorized to sign and execute instruments on its behalf on the day and year first shown above.

NORTH FLORIDA PROFESSIONAL SERVICES, INC.

BY: 

Gregory G. Bailey, P.E.
President

SUWANNEE COUNTY

Administration

Executive Summary

Objective:

To renew the Agreement with Liberty Partners of Tallahassee, LLC, for a eight month term for research, grant writing, and administering.

Considerations:

Liberty Partners of Tallahassee, LLC (LPOT) are well connected to various departments and agencies in Tallahassee.

The eight month term coincides with the County's fiscal-year.

LPOT has a vast knowledge of grant processes and types of grant availability.

LPOT will work with County staff and other consultants to further develop additional opportunities with County staff.

Partnering with LPOT will allow additional flexibility for staff to work on other various grant prospects.

The County Attorney has reviewed and made necessary changes to the contract. LPOT has approved those changes.

Recommendation:

Administration staff respectfully recommends approval of the agreement with Liberty Partners of Tallahassee, LLC, for research, grant writing, and administering.

Respectfully submitted,

Greg Scott,
County Administrator



January 31, 2023

The Honorable Franklin White
Chairman, Board of County Commissioners
Suwannee County
13150 80th Terrace
Live Oak, FL 32060

Dear Chairman White:

We would like to thank the Suwannee County Commission for their confidence in Liberty Partners of Tallahassee, LLC (FEI/EIN #271494189). We are pleased to provide governmental consulting services for your consideration.

2023-24 CONTRACT FOR PROFESSIONAL SERVICES

1. *Client; Scope of Services.* Our client in this matter will be the Suwannee County Board of County Commissioners (the "Organization"). We will be engaged to advise the Organization in connection with researching, writing, securing and management and compliance of federal and state related grant funding opportunities detailed in **Attachment A**.

2. *Term of Engagement.* The term of the engagement will be for eight (8) months beginning on February 1, 2023 and ending on September 30, 2023. It is not the intent of either the Organization or the firm to terminate this contract prior to September 30, 2024, but either of us may terminate the engagement without cause by a 30-day written notice. In the event that we terminate the engagement, we will take such steps as are reasonably practicable to protect the Organization's interests in the above matter and, if you so request, we will suggest to you a possible successor firm and provide it with whatever papers you have provided to us. Unless previously terminated, our representation of the Organization will terminate upon our sending you a final statement for services rendered in this matter. Following such termination, otherwise non-public information you have supplied to us which is retained by us will be kept confidential. At your request, your papers and property will be returned to you promptly upon receipt of payment for outstanding fees and costs.


2/16/2023

January 31, 2023

Page 2

3. *Fees.* Based on the scope of services outlined in **Attachment A**, these services shall be retained at a rate of:

- **STRATEGIC PLANNING AND GRANT RESEARCH:** The monthly retainer for these services will be \$2,500 per month.
- **GRANT WRITING:** The fee for this service will be based on the customary fee in the industry (1% of the amount of the grant application amount) or such other factors as the parties deem appropriate for the particular grant. The fee for each grant writing assignment will be agreed to by the parties prior to commencement of writing the particular grant as reflected in a County issued task order.
- **PROJECT MANAGEMENT AND GRANT COMPLIANCE:** The fee for this service will be based on the customary fee in the industry (5% of the amount of the grant award amount) or such other factors as the parties deem appropriate for the particular grant. The fee for each grant management and compliance assignment will be agreed to by the parties prior to undertaking management services as reflected in a County issued task order. The fee arrangement shall apply whether or not a particular grant prohibits a grant management fee.

Full payment is due promptly upon receipt of our statement. If this statement remains unpaid for more than 30 days, we may cease performing services for you until arrangements satisfactory to us have been made for payment of outstanding statements and the payment of future fees.

4. *Conflicts.* As we have discussed, you are aware that the firm represents many other companies, organizations and individuals. It is possible that during the time that we are representing the Organization, some of our present or future clients will have disputes or transactions with the Organization. The Organization agrees that we may continue to represent or may undertake in the future to represent existing or new clients in any matter that is not substantially related to our scope of services outlined in **Attachment A** even if the interests of such clients in those other matters are directly adverse to you. You should know that, in similar engagement letters with many of our other clients, we have asked for similar agreements to preserve our ability to represent you.

5. *Confidentiality.* From time to time, the firm may be provided with non-public or proprietary information related to the Organization in order to assist the firm in performing the services outlined in this contract. All such information, whether provided orally or in writing, shall be considered confidential unless subject to disclosure under Florida public records laws. The firm agrees not to disclose any such information to any person without your prior written consent and will provide prompt notice to you of any judicial or quasi-judicial demand for such information.

6. *Client Responsibilities.* The Organization agrees to cooperate fully with us and to provide promptly all information known or available to you relevant to our engagement as well as furnishing the firm with any forms required by the Organization to comply with Florida procurement laws. The Organization agrees to provide the firm with all pertinent information to draft the grant application, to sign off on final grant applications before submission, designating the firm as the point of contact for each grant application, as


2/16/2023

January 31, 2022

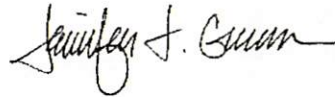
Page 3

appropriate, to maintain the role of awardee for all grant applications and adhere to any requirements as such. You also agree to pay our statements for services in accordance with paragraph 3.

7. *Staffing.* I will be the primary contact for this engagement along with Tim Parson, Vice President. As needed, we will engage other members of our firm including our Director of Grants Management, Director of Governmental Affairs or any other staff or consultants needed to fulfill the services outlined in this engagement.

Please do not hesitate to contact me at (850) 528-8809 should you have any questions regarding the terms of our engagement. If you are in agreement with these provisions, please sign the contract and return it to my attention: Liberty Partners of Tallahassee, LLC, P. O. Box 390, Tallahassee, FL 32302.

Sincerely,



Jennifer J. Green, CAE, DPL

AGREED TO AND ACCEPTED:

Suwannee County

By: _____
Greg Scott
County Administrator

Liberty Partners of Tallahassee, LLC

By: _____
Jennifer J. Green, CAE, DPL
President & Owner

Date: _____

Date: 2/16/2023



Attachment A

1. STRATEGIC PLANNING AND GRANT RESEARCH

This service includes holding initial discussions with Commissioners and staff to determine the priority projects for the County while keeping in mind the attractiveness of funders to regional or cooperative projects. This planning would also include discussions with the County's lobbyist to determine past and future appropriations projects and leveraging current funding as a match to other state grants. Key steps include:

- Identifying potential grant opportunities and determining eligibility requirements, deadline for application, timeline for funding and evaluating matching requirements, if any.
- Assisting in the development of a list of priorities and specific project funding requests (grants) for programs and priorities on the County's capital improvement plan.
- Identifying which of these priorities and specific project funding requests should be addressed at a particular agency and assist in developing written material on each request detailing the project scope, budgetary impact and the funding request amount.
- Researching, identifying and recommending potential state grant or funding opportunities appropriate for the County including those related to economic development and infrastructure.

The monthly retainer for these services will be \$2,500 per month.

2. GRANT WRITING:

This service includes coordinating with, and gathering information from, County vendors or staff such as engineers, planning departments or finance departments and having pre-application discussions with the awarding agencies prior to grant submission. Those agencies include, but are not limited to, the Florida Department of Economic Opportunity, Florida Department of Environmental Protection, Florida Department of State, Florida Department of Transportation and, as appropriate, the Suwannee River Water Management District. Key steps include, but are not limited to:

- Carefully assessing each funding opportunity to clearly understand each item requested in the grant application and any requirements for receipt of the award.
- Incorporating a case study of another similar program where funding was awarded and yielded a positive return on investment from that grantee, if applicable.
- Analyzing previously funded grant applications as a guide to develop an effective narrative for the application.

Each assignment for grant writing shall be made by task order issued by the County. Each grant writing assignment shall include a fee agreed to by the parties prior to commencement of writing the particular grant. The fee shall be based on the customary fee in the industry (1% of the amount of the grant application amount) or such other factors as the parties deem appropriate for the particular grant.

3. PROJECT MANAGEMENT AND GRANT COMPLIANCE

This service includes preparing the County's grant award reporting requirements to the awarding agency and coordinating with County staff to meet submission deadlines, reimbursement deadlines and vendor payments. These services include, but are not limited to:

- Establishing the communication process between the organization and the awarding agency prior to grant application submission.
- Positioning the County with the awarding agency through long-term agency relationships.
- In consultation with the County Administrator and County Attorney, negotiate the grant agreement and terms with the awarding agency, on behalf of the County in the most favorable position to the County.
- Reviewing all terms and conditions of the grant award, including payment processes, cost sharing, and program income requirements.
- Supporting the County in meeting required procurement and public hearing deadlines.
- Setting up payment processes, tracking expenditures and preparation of reports of expenditures, preparation of the requests for funding to the agency, and preparation of all required interim grant program reports.
- Guiding the County through changes in budget or scope that affect continued grant eligibility and working with the awarding agency on the extension of grant award deadlines.
- Guiding the County through grant close out issues including preparation of final reports.

Each assignment for grant management and compliance shall be made by task order issued by the County. The fee for this service will be based on the customary fee in the industry (5% of the amount of the grant award amount) or such other factors as the parties deem appropriate for the particular grant. The fee for each grant management and compliance assignment will be agreed to by the parties prior to undertaking management services as reflected in a County issued task order. The fee arrangement shall apply whether or not a particular grant prohibits a grant management fee.



2/16/2023

SUWANNEE COUNTY

Administration

Executive Summary

Objective:

Approve Change Order No. 1 with Music Construction, Inc. for a decrease in cost in the amount of \$327,924 for work associated with CR137 collection/transmission utility extensions.

Considerations:

The work has been completed and previously approved by former County Administrator.

Recommendation:

Current County Administrator recommends approval of Change Order No. 1 with Music Construction, Inc.

Respectfully submitted,

Greg Scott,
County Administrator



NFPS



PO BOX 3823
LAKE CITY, FL 32056



PHONE (386) 752-4675
FAX (386) 752-4674



www.nfps.net

TO: GREG SCOTT, COUNTY ADMINISTRATOR FOR SUWANNEE COUNTY

FROM: NORTH FLORIDA PROFESSIONAL SERVICES, INC. (NFPS)

SUBJECT: Change Order #1, Suwannee County Agreement 2022-38, CR 137 Collection/Transmission Utility Extensions

This is regarding the Request for Change submitted by Music Construction for the CR 137 Utility Extension project. The County Inspector, Willie Willis, and Dewberry engineering were handling the CEI duties under the direction of Randy Harris. NFPS's role was administrative only.

On Tuesday, December 6, 2022, NFPS received an email from Randy Harris directing NFPS to prepare a Change Order for a Request for Change #1 (RFC #1) from Music Construction for CR 137 Utility Extensions dated November 21, 2022. It was the understanding of North Florida Professional Services, Inc. (NFPS) that the work was completed during construction prior to submittal of RFC #1 and was approved by Randy Harris at that time. RFC #1 was then signed off on and approved by the County Administrator and both the County Inspector and Dewberry.

The description of the work listed within RFC #1 is for a total of \$52,510 and included additional bores, miscellaneous work items, delay due to Windstream relocation, and replacing pipe damaged by the County mowers. The credit shown within RFC #1 is for using HDPE pipe in lieu of PVC piping. This was agreed upon by the Suwannee County Board of County Commissioners during a prior Board meeting. The credit shown for the removal of the second lift station is what was shown on Music Construction's bid that was submitted prior to awarding the contract. The credits given total \$452,000 this resulted in a credit for RFC #1 of \$399,490.

On January 2, 2023, NFPS received the Request for Change #2 (RFC #2) from Music Construction for CR 137 Utility Extensions. It was the understanding of North Florida Professional Services, Inc. (NFPS) that the work was completed during construction prior to submittal of RFC #2 and was approved by the County Administrator at that time.

The description of the work listed within RFC #2 is for a total of \$71,566 and includes future service connections for the Truelieve site (\$17,111.85), sewer service lateral to the east side of CR 137 for future connections/expansions (\$17,389.72), water service lateral to the east side of CR 137 for future connections/expansions (\$21,514.03), additional gate valves as agreed upon by the County Administrator and NFPS to have the ability to isolate sections of the forcemain if needed (\$10,500) and the extension of the forcemain to the relocated Lift Station further south of the interchange as decided by the County Administrator and Music Construction (\$5,050.40).

The original contract is for \$2,617,624. Change Order #1 will result in a credit from RFC #1 and RFC #2 of \$327,924 with a new contract price of \$2,289,700.

Change Order

No. 1

Date of Issuance: _____ Effective Date: _____

| | | |
|---|--|-------------------------------|
| Project: CR 137 UTILITY EXTENSIONS | Owner: SUWANNEE COUNTY BOARD OF COUNTY COMMISSIONERS | Owner's Contract No.: 2022-38 |
| Contract: CR 137 COLLECTION/TRANSMISSION UTILITY EXTENSIONS | Date of Contract: February 1, 2022 | |
| Contractor: MUSIC CONSTRUCTION, INC. | Engineer's Project No.: L210524SUW | |

The Contract Documents are modified as follows upon execution of this Change Order:

Additional costs: Additional bores approved by Randy Harris, Avoiding conflicts with existing culverts and gas lines, Cost due to delay with Windstream, Replacement of HDPE pipe damaged by County mowers, Laterals to Truelieve and across CR 137, additional gate valves, extend sewer forcemain, **Credits:** HDPE , pipe change, removal Lift Station

Attachments: (List documents supporting change):

1. Email from Randy Harris for Music RFC #1
2. Music RFC #1 signed by Randy Harris and County Inspectors
3. Music RFC #2 – work approved by County Inspector

CHANGE IN CONTRACT PRICE:

CHANGE IN CONTRACT TIMES:

Original Contract Price:

Original Contract Times: Working days Calendar days

\$2,617,624.00

— Substantial completion (days or date): _____

— Ready for final payment (days or date): _____

[Increase] [Decrease] from previously approved Change Orders No. _____ to No. _____;

[Increase] [Decrease] from previously approved Change Orders No. _____ to No. _____;

\$ _____

— Substantial completion (days): _____

— Ready for final payment (days): _____

Contract Price prior to this Change Order:

Contract Times prior to this Change Order:

\$2,617,624.00

— Substantial completion (days or date): _____

— Ready for final payment (days or date): _____

[Increase] [Decrease] of this Change Order:

[Increase] [Decrease] of this Change Order:

\$327,924.00

— Substantial completion (days or date): _____

— Ready for final payment (days or date): _____

Contract Price incorporating this Change Order:

Contract Times with all approved Change Orders:

\$2,289,700.00

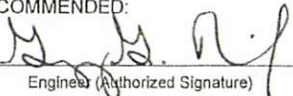
— Substantial completion (days or date): _____

— Ready for final payment (days or date): _____

RECOMMENDED:

ACCEPTED:

ACCEPTED:

By: 
Engineer (Authorized Signature)

By: _____
Owner (Authorized Signature)

By: 
Contractor (Authorized Signature)

Date: 02/16/2023

Date: _____

Date: 02/16/2023

Approved by Funding Agency (if applicable): _____

Date: _____

Tori Humphries

From: Randy Harris <RandyH@SUWCOUNTYFL.GOV>
Sent: Tuesday, December 6, 2022 1:47 PM
To: Tori Humphries
Subject: FW: Change Order CR 137 Sewer
Attachments: MX-5071_20221201_154908.pdf

Tori,
Can you have someone prepare a change order for this.

Randy

From: Randy Harris
Sent: Thursday, December 1, 2022 3:54 PM
To: Tori Humphries <thumphries@nfps.net>
Subject: Change Order CR 137 Sewer

Tori,

Dennis brought me the attached adjustments; we need to produce a change order which reflects the adjustments.

Thanks,
Randy

Please Note: Florida has a very broad Public Records Law. Most written communications to or from State and Local Officials and agencies regarding State or Local business are public records available to the public and media upon request. Your email communications, including your email address, may therefore be subject to public disclosure. Confidentiality Notice: This message and any attachments are for the sole use of the intended recipient(s) and may contain confidential and privileged information that is exempt from public disclosure. Any unauthorized review, use, disclosure, or distribution is prohibited. If you have received this message in error, please contact the sender (by phone or reply by email) and then destroy all copies of the original message.

Music Construction, Inc.

12285 235th Road
Live Oak, Florida 32060

Phone: 386-658-1598 • Fax: 386-658-2481

musicconstruction@windstream.net

11/21/2022

Randy Harris
Suwannee County

Re: CR 137 Utility Extension – Additional Bores installed and Miscellaneous Items for Change Order

Mr. Harris,

As we have progressed through the construction of the CR 137 Utility Extension project, there have been some work items removed and added along the way. Most notably are the credits due the County for a couple of significant changes made in the project scope. However there have been a few additional bores and miscellaneous items we performed after consulting with you and demonstrating their need. We have consolidated the costs involved with these items into this document for your review.

1. Additional Costs from Directional Bores installed after consulting with R. Harris
 - A) Installed 6" Sewer Directional Drill @ Stations 303+80 to 305+45 due to Fiber optic line congestion and Existing Fence protruding into the ROW impeding our ability to install the line conventionally in this section.
Bore length = 245 lf @ \$60/lf = \$14,700.00
Credit for 6" sewer being replaced with bore = 245 lf @ \$20/lf = (4,900.00)
Net increase = \$9,800.00
 - B) 6" Sewer bore under a Concreté Driveway at Station 284+00
Bore length = 50 lf @ \$60/lf = \$3,000.00
Credit for 6" sewer being replaced with bore = 50 lf @ \$20/lf = (1,000.00)
Net increase = \$2,000.00
 - C) 6" Sewer bore at Adams Road due to FO and Phone line conflicts
Bore length = 165 lf @ \$60/lf = \$9,900.00
Credit for 6" sewer being replaced with bore = 165 lf @ \$20/lf = (3,300.00)
Net increase = \$6,600.00
 - D) 6" Sewer bore under 92nd Path due to deep ditch on North side and phone line conflicts on south side
Bore length = 90 lf @ \$60/lf = \$5,400.00E

Dennis Music, Owner

*HW
W. Wells*

Credit for 6" sewer being replaced with bore = 90 lf @ \$20/lf = (1,800.00)
Net increase = \$3,600.00

- E) 12" Water bore under 92nd Path due to deep ditch on North side and phone line conflicts on south side
Bore length = 90 lf @ \$86/lf = \$7,740.00
Credit for 12" sewer being replaced with bore = 90 lf @ \$56/lf = (5,040.00)
Net increase = \$2,700.00

Total Net Cost of Additional bores not originally on the plans = \$24,700.00

2. Miscellaneous Work Items

- A) There were two cross culverts on CR137 that we ran the utility lines around in lieu of boring under them. At each end, the area had originally been reinforced by placing bags of concrete mix into a pad. We had to dig up these pads to get the lines past the area. We poured new concrete pads at each end once we completed our crossings.

Culvert near 82nd Terrace - 2 pads = \$2,200.00

Culvert near Adams Rd - 2 pads = \$2,400.00

- B) At about Station 308+40 the utility lines crossed a gas transmission line. The gas company required us to place our lines inside PVC sleeves where the lines crossed. We placed the 6" line inside a 20' section of 12" DR18 PVC sleeve, and the 12" line was placed inside a 20' section of 20" DR18 PVC sleeve. The ends were sealed.

Place 6" line inside 12" sleeve = \$3,050.00

Place 12" line inside 20" sleeve = 4,260.00

3. Costs incurred due to delay in getting Windstream Fiber moved:

Excavator rental: 3 months @ \$4,800/month = \$14,400

4. Replacement Cost of 12" HDPE pipe damaged by County Mowers in Laydown yard
60lf 12" Water pipe @ \$25/lf = \$1,500.00

Total of All added cost items above = \$52,510.00

Credits -

- 1) Credit given to the County by Music Construction to allow the use of HDPE pipe throughout the project in lieu of PVC piping.

Credit = (\$100,000)

- 2) Liftstation Eliminated from the Project - It was determined that one of the liftstations could be eliminated from the project and not adversely affect the project viability. The credit amount comes from our original price per Liftstation on our bid form.

Credit = (\$352,000.00)

Total Credits = \$452,000.00

HW

W. Wills

RH

Change to the original contract is a credit of \$399,490.00.

Please let us know if you have any questions or need anything clarified.

Thanks,

Allen Music

Signature of Approval for the Costs as described above

HW
W. W. White
RTO

Music Construction, Inc.

12285 235th Road
Live Oak, Florida 32060

Phone: 386-658-1598 • Fax: 386-658-2481

musicconstruction@windstream.net

February 14, 2023

Tori Humphries
NFPS

Re: CR 137 Utility Extension – REVISED#3 - Added work Items #2 for Change Order

Mrs. Humphries,

The CR137 project is nearing completion. During construction the Owner/Engineers made some changes to the project scope. A few new work items were added. Most notably were future service connections to the Trulieve property, and running the main service lines across to the East side of CR137 near the North side of I-10 to provide a place future expansion of the utilities on that side of CR137 could originate. Also the 6" sewer forcemain was originally designed with only 1 valve in the entire 16,000+lf run. More 6" gate valves were added to allow a damaged section to more easily be isolated and repaired if something were to occur in the future, and to also allow us to pressure test the line in shorter sections.

Further details on these items are included below.

New work items added:

- 1) Service connections to the future Tru-lieve property
 - a) Sewer service – A 6" tee was inserted into the main forcemain on the east side of CR137 to provide a connection point for the Tru-lieve sewer. A 6" GV was placed at the tee, 55' of 6" hdpe DR-11 pipe drilled under 137, and a 6x2 tapped cap was placed on the end of the line near the Tru-lieve property line. The 55lf of 6" HDD was priced according to the bid form and the 6" GV was priced at \$1500 as explained below. The remaining items needed to facilitate the installation (tee, MJ adapters, gasket packs, cap, etc) are billed at our cost plus taxes, labor, and GC OH&P.
 - b) Water service – A 12x6 anchor tee was placed in line on the 12" WM, a 6" GV installed, and a 6" plug installed into the GV. The 6" GV cost was priced as explained below. The rest of the parts are cost+taxes, labor, and OH&P.

Total cost for Service connections to Tru-lieve Property = \$17,111.85

- 2) Service laterals Across CR137 to allow future connection/expansion on the East side of CR137 near the I-10 interchange at Approximately Station 232+00.

Dennis Music, Owner

Both of these installations were more complicated due to the fact that the HDDs had to bore under the existing FPL power conduits on the west ROW of CR137. This meant the connections were made about 8' below grade. More fittings and effort were required to install these.

- a) Sewer service – A 6" tee was inserted forcemain sewer. A 6" GV was placed at the tee. Two 90 elbows were used to get down to connect to the end of the directional drill, 100' of 6" hdpe DR-11 pipe drilled under 137, and a 6x2 tapped cap was placed on the end of the line near the CR137 east ROW. All items that had bid form pricing were included. The remaining items needed to facilitate the installation (tee, MJ adapters, gasket packs, cap, etc) are billed at our cost plus taxes, labor, and GC OH&P.

Cost breakdown:

| Item | Qty | Unit | Labor | Material | Sub-contract | Bid Form |
|--|-----|------|------------|------------|--------------|-------------|
| 6" MJ Tee | 1 | ea | | \$450 | | |
| 6" hdpe mj adapters+access kit | 2 | ea | | \$320 | | |
| 6" Gate Valve-cost per item#3 below | 1 | ea | | | | \$1500 |
| 6" 90 Elbow -cost per bid form | 2 | ea | | | | \$1500 |
| 6" DR18 PVC pipe | 6 | lf | | \$120 | | |
| 6" Directional drill-bid form | 100 | lf | | | | \$6000 |
| 6" hdpe mj adapters+access kit | 2 | ea | | \$320 | | |
| Tracing wire | 110 | lf | | \$49.50 | | |
| 6"x2" Tapped MJ Cap | 1 | ea | | \$325 | | |
| Labor+Equipment | | | \$4000 | | | |
| Hdpe fusion Welding | | | | | \$1600 | |
| Subtotals | | | \$4,000.00 | \$1,584.50 | \$1,600.00 | \$9,000.00 |
| Mat. Tax 7% | | | | \$110.91 | | |
| Subtotal | | | | | | \$16,295.41 |
| 15% OH&P(on non bid form items) | | | | | | \$ 1,094.31 |
| Total Cost | | | | | | \$17,389.72 |

Total cost for Sewer Service lateral Across CR137 for future connection
 =\$17,389.72

- b) Water service – The 12" water service was basically a carbon copy of the 6" sewer service above, only with larger components. The exception is that the 12" HDD was shorter at 90lf. All items that had bid form pricing were

included. The remaining items needed to facilitate the installation (tee, MJ adapters, gasket packs, cap, etc) are billed at our cost plus taxes, labor, and GC OH&P.

Cost breakdown:

| Item | Qty | Unit | Labor | Material | Sub-contract | Bid Form |
|--|-----|------|------------|------------|--------------|-------------|
| 12" MJ Tee | 1 | ea | | \$840 | | |
| 12" hdpe mj adapters+access kit | 2 | ea | | \$520 | | |
| 12" Gate Valve-cost per bid form | 1 | ea | | | | \$3000 |
| 12" 90 Elbow -cost per bid form | 1 | ea | | | | \$1000 |
| 12" DR18 PVC pipe | 6 | lf | | \$330 | | |
| 12" Directional drill-bid form | 90 | lf | | | | \$7740 |
| 12" hdpe mj adapters+access kit | 2 | ea | | \$520 | | |
| Tracing wire | 110 | lf | | \$49.50 | | |
| 12"x2" Tapped MJ Cap | 1 | ea | | \$450 | | |
| Labor+Equipment | | | \$4000 | | | |
| Hdpe fusion Welding | | | | | \$1600 | |
| Subtotals | | | \$4,000.00 | \$2,709.50 | \$1,600.00 | \$11,740.00 |
| Mat. Tax 7% | | | | \$ 189.66 | | |
| Subtotal | | | | | | \$20,239.16 |
| 15% OH&P(on non bid form items) | | | | | | \$ 1,274.87 |
| Total Cost | | | | | | \$21,514.03 |

Total cost for Water Service lateral Across CR137 for future connection
 =\$21,514.03

- 3) 6" GV's were added to the sewer forcemain spaced about 2500lf apart. It was agreed at the start of the project that the one 6" plug valve shown would be replaced by a 6" GV also. We agreed to install 6" GV's for \$1500 vs. the bid form price of \$2000 for a 6" plug valve.

6" GV's on the sewer line: 7 each \$ 1,500.00 = \$10,500.00

- 4) Extend Sewer Forcemain to Relocated LS#4

- LS#4 was relocated to the South end of the project from its original spot at the I-10 crossing ROW line. This required the 6" sewer forcemain to be extended 1180lf south to the new location. The price of the hdpe pipe when ordered for this extension went up about \$4/lf from when we bid the project.
1,180 LF of 6" forcemain purchased at a higher price of @ \$4.28/lf
=\$5,050.40

Total of Changes described above as of 2/14/23 = \$71,566.00

Please let us know if you have any questions or need anything clarified.

Thanks,

Allen Music

February 21, 2022 Agenda

County Attorney - Agenda Item

Consideration of a proposal from Kurt Sitzer and Associates, Inc. (KSA) to provide professional redistricting services for Suwannee County and the Suwannee County School Board.

Discussion

The KSA proposal is the same proposal that I presented as an informational item at the last BOCC meeting for Board review.

As a reminder, "Redistricting" is the process by which differences in the population of Commission districts are equalized by adjusting district boundaries, and furthers the principal of "one person, one vote." Commission districts are required by the Florida Constitution, Florida Statutes and case law to be "as nearly equal in population" as practicable or possible. Florida Statutes and the Constitution require that counties determine the need for redistricting after each decennial census and provide that a county may adjust the commission district boundaries in any odd-numbered year. (See attached Criteria memo)

As we discussed at the past Board meeting, the 2020 census data would normally have been available on or before April 1, 2021 but was delayed primarily due to problems caused by the COVID-19 pandemic. The Bureau of the Census released the 2020 data in the latter part of 2021, which made it difficult to redistrict before the end of 2021. As a result, the Board pushed back the process to the next odd year, 2023.

The KSA services, include but are not limited to, taking the 2020 census data and mapping it, comparing the new mapping date to the existing districts, to see if redistricting is actually necessary. (Frankly, a preliminary review of the data has revealed that there will be some changes.) KSA will then create alternative maps for Board review and approval.

The Board of County Commissioners) is the entity designated by law to adjust the district boundaries of the County. The School Board has traditionally followed the district lines created by the County Commission and has expressed a desire to participate in the process by contracting with and paying for one-half of the KSA proposal.

At the request of the School Board, I recently met with the School Board and their counsel at a School Board workshop to explain the process. At the workshop, the School Board by consensus agreed to join the County and split the cost of the proposal. However, the School Board does not meet until after our Board this month to officially address the proposal.

After acceptance of the proposal, the BOCC, the School Board and KSA will need a short written agreement to incorporate the proposal. I have already initiated the process of drafting such agreement and have provided School Board counsel with a copy the same for his review. (copy also attached)

Requested action

1. Approval and acceptance of the KSA proposal for professional redistricting services.
2. Approval to contract for KSA services utilizing a short agreement incorporating the KSA proposal as approved by the County Attorney; and
3. Authorization for the Chairman or County Administrator to execute the final agreement.

Proposal to Provide
Redistricting Services

Board of County Commissioners
and
District School Board

Suwannee County

submitted by
Kurt Spitzer and Associates, Inc.
www.ksanet.net
(850) 228-6212

January 31, 2023

Executive Summary

This Proposal is to provide professional redistricting services for the Board of County Commissioners and the District School Board of Suwannee County, Florida, hereinafter referred to as the “County.”

The US Census Bureau is required to conduct an “actual enumeration” of “all persons” in the United States every 10 years, meaning that their duty is to count the “whole number of persons in each State.” The census conducted in 2020 was the twenty-fourth time such a count has taken place.

Congress uses the census data to reapportion the number of congressional seats allocated to each state. State Legislatures use the information to realign state and congressional district boundaries in furtherance of the principal of “one person, one vote.” For similar reasons, local governments use the data to realign the district boundaries used to elect the members of their governing bodies.

Beyond the provisions of the US Constitution and the Voting Rights Act, county governments in Florida are required to examine the need to redistrict during the first odd-numbered year after each census is completed. Charter counties and cities may also be further guided by the provisions of their charters on redistricting.

Kurt Spitzer (owner of Kurt Spitzer and Associates or “KSA”) has served as the redistricting consultant and facilitator in more than 30 local redistricting projects in Florida. He has consulted and advised Florida local governments for well over 40 years and will serve as Project Manager and primary point of contact for the Project.

Assisting KSA with data collection and mapping will be Sean Reynolds and Bertram Melix. Mr. Reynolds holds a Master of Science degree in Geographic Information Systems. He is an adjunct Lecturer on geographic information systems at the American University in Armenia. He is highly skilled in data collection and manipulation, and in the use of the software needed in the redistricting process.

Mr. Melix also holds a Master of Science degree in Geographic Information Systems and is currently pursuing his PhD in the Department of Geography at Florida State University.

Curriculum Vitae

Kurt Spitzer

Kurt Spitzer is President and owner of Kurt Spitzer and Associates (KSA) an established, Tallahassee-based local government consulting firm. Prior to incorporating KSA in 1989, Mr. Spitzer was employed by the Florida Association of Counties for 10 years and by the Florida House of Representatives prior to that time.

Mr. Spitzer has served as the primary consultant in over 30 local government redistricting projects in Florida, ranging in size from the City of Quincy to Pinellas County. He has served as the consultant to numerous county charter study and charter review commissions, ranging in size from Wakulla to Broward Counties. KSA was the lead consultant on local government matters to Florida's first Taxation and Budget Reform Commission and its second Local Government Study Commission.

Mr. Spitzer founded and served as the Executive Director of the Florida Stormwater Association and has been intimately involved in the development of Florida water policy for more than 25 years.

Mr. Spitzer received his Bachelor of Arts degree (biology and political science) from the University of South Florida and his Master of Science in Public Administration from Florida State University.

Sean Reynolds

Assisting in the Project for mapping and data management services is Sean Reynolds. Since January of 2017 Mr. Reynolds has been a Lecturer and Researcher on Geographic Information Systems and Remote Sensing, Geography and Statistics at the American University of Armenia in Yerevan, Armenia. He was a Geospatial Analyst for Harris ImageLinks in Melbourne, Florida from 2010 through 2014.

Mr. Reynolds has extensive experience in the use of Esri (Environmental Systems Research Institute, Inc.) products and software, website development and use of social media when sharing information.

Mr. Reynolds received his Bachelor of Science (Anthropology) *cum laude* and his Master of Science (Geographic Information Systems) from Florida State University.

Bertram Melix

Also assisting in the Project for mapping and data management services is Bertram Melix. Mr. Melix is a graduate research assistant at the Florida State University's Department of Geography, where he is pursuing his PhD in Geography. He holds a Master of Science in Geographic Information Systems from FSU, where he is an instructor in Geographic Information Systems, and has extensive experience in the use of Esri products and software.

Specific Experience and References with significant notations included

Redistricting Projects

1. Brevard County Commission (Citizens Redistricting Committee) - 2001

Pursuant to an amendment to the County Charter, Brevard County was the first county in Florida to redistrict its Commission district boundaries based on the use of and recommendations from a Citizens Redistricting Committee.

References

Anselmo Baldonado, Chairman
Brevard Citizen's Redistricting Committee
(321) 777-9225

2. Brevard County School Board – 2001

3. City of Bonita Springs - 2022

4. City of Daytona Beach - 2011

5. City of Ft. Lauderdale – 2002

6. City of Ft. Myers - 2005

Through a charter amendment, the City of Ft. Myers changed the structure of the Council from a “Strong-Mayor” form of government that had an elected executive and five single-member districts, to a Council-Manager form of government that included a directly elected Mayor who was a member of the City Council and a City Manager who was hired/fired by the Council. The Council was increased to a total of six, single-member districts. At the time KSA was engaged by the City, it was a “pre-clearance” jurisdiction under the provisions of Section 5 of the Voting Rights Act; no challenges to the adopted plan were filed.

Reference

Grant Alley, City Attorney
Phone: 239-321-7640
galley@cityftmyers.com

7. City of Ft. Pierce – 2021

8. City of North Miami - 2022

9. City of Pompano Beach – 2011 and 2021

9. City of Quincy - 2020

The City had not redistricted its boundaries in 45 years, requiring consideration and adoption of significant changes to the existing redistricting plan. The adopted plan was challenged under the provisions of the Voting Rights Act but was upheld in federal court.

Reference

Jack L. McLean, Jr., City Manager (former)

Phone: 850-841-0443

mccl3690@comcast.net

10. City of St. Petersburg - 2022

11. Columbia County Commission - 2021

The County Charter provides for a Citizens Redistricting Committee. The Committee adopted a plan that did not count the population of those incarcerated in the County's two prisons and submitted that plan to the County Commission for final approval.

Reference

Joel Foreman, County Attorney

Phone: 386-752-8420

jforeman@columbiacountyfla.com

12. Jefferson County Commission – 2013 and 2016

The 2013 redistricting plan was challenged based on whether prison population should be counted (as was the direction of the Florida Attorney General and case law at that time) or excluded. A federal District Court in Tallahassee ruled that the prison population could not be counted. A revised plan was prepared and adopted in 2016 which did not count prison population; the District Court approved that plan. Note that the US Supreme Court has subsequently ruled that use of total population (including prison) is an acceptable approach in the redistricting process.

Reference

Buckingham Bird, County Attorney (former)

Phone: 850-997-3503

tbbird@nettally.com

13. Leon County School Board – 2001

14. Levy County Commission and School Board - 2001 and 2011

15. Nassau County Commission, School Board and Port Authority - 2001

16. Pinellas County Commission – 1999, 2001 and 2021

KSA assisted the County in redistricting after a charter amendment passed changing the districting system from five commissioners elected on an “at-large” basis to a system of four single-member districts plus three at-large. After the year 2000 census data was released in 2001, KSA adjusted the 1999 district boundaries based on the new demographic information. KSA was also engaged by Pinellas County for redistricting services in 2021, whose charter now provides for a Citizens Redistricting Advisory Board.

Reference

Susan Churuti, County Attorney (former)

Phone: 813-283-8666

susan.churuti@beachdriveretail.com

17. Pinellas County School Board – 2001

18. Sarasota County Commission – 2019 and 2021

A 2018 amendment to the county charter changed the districting system from five members residing in residence areas but elected by all the voters countywide to five single-member districts, who were elected only by the voters of those districts. The County Commission thereafter decided to redistrict the Commission districts based on updated population data. KSA subcontracted with the University of Florida’s Bureau of Economic and Business Research to update the 2010 data and thereafter redrew the district lines based on that updated data. The adopted plan was challenged in federal court based on the provisions of the Voting Rights Act; the Court ruled in favor of the County. KSA was also engaged by Sarasota County for redistricting services in 2021.

Reference

Brad Johnson, Assistant County Administrator

Phone: 941-861-5293

Brad.Johnson@scgov.net

19. Sumter County Commission – 2006

20. Village of Estero - 2022

Similar Projects

KSA has provided consulting services on charters, local government structure and finance for the below entities. All projects required a high level of facilitation and consensus building skills.

- Broward County Charter Review Commission
- Columbia County Charter Commission
- Columbia County Charter Review Commission (twice)
- Deltona Incorporation Study Commission (municipal incorporation feasibility study)
- Indian River County Commission (BCC proposed charter)
- Lee County Charter Review Advisory Commission (three occasions)
- Leon County Charter Study Committee
- Leon County Charter Review Commission
- Local Government Study Commission II, State of Florida
- Okaloosa County Charter Study Commission
- Pasco County Commission (BCC proposed charter)
- Pinellas County Charter Review Commission (three occasions)
- Polk County Charter Commission
- Polk County Charter Review Commission (three occasions)
- Tallahassee-Leon County Consolidation Commission
- Taxation and Budget Reform Commission I, State of Florida
- Wakulla County Commission (BCC proposed charter)

Suggested Approach and Work Plan

We propose the following (tentative) approach to complete the Project to complete the Project in 2023.

| Task | Event | Tentative Completion Date |
|-------------|--|----------------------------------|
| 1 | Consultant Engaged | Day 1 |
| 2 | Consultant acquires necessary and available files and data from the County and Bureau of the Census (using 2020 data) for mapping. | Day 15 |
| 3 | Consultant prepares "Existing Districts Map" and determines whether adjustments are necessary to existing district boundaries based on 2020 Census data and common redistricting criteria. If redistricting is not required based on numerical imbalance, further work on the Project may be terminated at the discretion of the County. | Day 30 |
| 4 | Consultant conducts presentation for the County on redistricting process, criteria and practices, and anticipated work plan for the Project. | Day 45 |
| 6 | Consultant prepares at least two alternative redistricting maps based on common redistricting principles and direction given during meetings. | Day 60 |
| 7 | Consultant conducts presentation on at least three redistricting maps: "Existing" plan and two alternative plans. | Day 70 |
| 8 | Consultant prepares redistricting map recommendation based on direction given during Task 7. | Day 80 |
| 9 | If recommendation is approved, consultant prepares draft narrative description of new district boundaries and delivers all files and maps to staff. | Day 90 |
| 10 | If recommendation is modified or rejected, consultant prepares revised alternative maps and presents to governing body. | Day 90 |
| 11 | Consultant prepares draft narrative description of new district boundaries and delivers all files and maps to staff. | Day 110 |

Price

We propose a fixed price of \$32,000, which would include the following services and all expenses, except as identified under “Out of Scope.” However, if adjustments to district boundaries are determined to be not necessary based on common redistricting criteria, our fee will be a fixed amount of \$14,000 for all services provided in Tasks 1, 2, 3 and 9, as described in “Suggested Approach and Work Plan.”

1. Preparation for and attendance by Mr. Spitzer at not more than three meetings concerning the redistricting Project in the County.
2. Preparation by Mr. Spitzer of a draft narrative description of the adopted, final districts Map and district boundaries.
3. Time spent in preparation by Mr. Spitzer and other Team Members for attendance at all meetings and all other tasks identified in “Approach and Work Plan.”
4. Preparation of not more than five districting maps or plans, including the initial “Existing Districts” map. Minor revisions to alternative plans are not considered to be an additional map or plan.
5. All costs for necessary software.
6. Expenses incurred in adding the County as a named insured to the KSA Liability Insurance policies for the purposes of the Project.
7. Regular, frequent communication on the status of the Project with designated staff, counsel and County officials.
8. Delivery of final maps and all related files and data to County staff.

Payment Schedule

We propose the following payment schedule:

- \$14,000 due upon acceptance of the Agreement.
- \$9,000 due upon completion of Task 6, assuming Project continues past Task 3.
- \$9,000 upon completion of the Project (Task 11.)

Expenses and fees for services provided outside of the scope of work (if any) will be billed monthly in arrears.

Out of Scope

The following services and related expenses are not included in the above price(s):

1. Preparation for or attendance at additional in-person or on-line meetings related to the Project, or preparation of additional maps or reports, beyond those identified above, and testimony in legal proceedings, will be billed at the following rates:

Kurt Spitzer \$275 per hour

Other Team Members \$175 per hour

2. Testimony in Legal Proceedings

Mr. Spitzer will be paid at a rate of \$275 per hour for expert technical assistance in the event any legal action arises relating to the redistricting process or plans developed with KSA's assistance. Mr. Spitzer will provide expert testimony and technical services, if necessary, in state and federal court as it relates to the adopted redistricting plan.

In instances where Mr. Spitzer either does not or cannot qualify as an expert, and where necessary in a legal action, then Mr. Spitzer will provide fact testimony relating to the redistricting of plans developed with KSA's assistance. KSA will be reimbursed for expenses incurred and time lost in preparing for and providing the non-expert testimony. KSA will itemize and invoice for such expenses and will be compensated for time lost at an hourly rate of \$275 per hour.

The County (including the Suwannee County Commission and District School Board, staff and Officers), KSA and Mr. Spitzer understand and agree that such payment or reimbursement cannot and will not influence the substance of Mr. Spitzer's testimony in any manner whatsoever.

CONSULTATION AGREEMENT FOR REDISTRICTING SERVICES

(Suwannee County, Suwannee County School Board and Kurt Spitzer and Associates, Inc.)

THIS AGREEMENT is made and entered into on this ___ day of _____, 2022, by and between SUWANNEE, FLORIDA, and the SUWANNEE COUNTY SCHOOL BOARD, by and through their respective Boards (hereinafter jointly referred to as "County"), and KURT SPITZER AND ASSOCIATES, INC. (hereinafter "Consultant or KSA"), for consultation services regarding the redistricting of County and Scholl Board districts within Suwannee County.

RECITALS

County intends to undertake a project for the benefit of the public pursuant to constitutional duties to evaluate Suwannee County 2020 U.S. census population data and, if necessary, adjust voting district lines within Suwannee County as is more fully set forth in Exhibit A, attached KSA proposal to provide Redistricting Services dated January 31, 2023;

County desires to retain the services of Consultant to perform those specific duties and produce the specific work as set forth in the Project;

County and Consultant desire to memorialize their agreement with this document.

AGREEMENT

In consideration of the Recitals, incorporated herein by this reference, the mutual promises and covenants contained in this Agreement, and other good and valuable consideration, County and Consultant agree as follows:

ARTICLE I CONTRACT DOCUMENTS

The following documents and any other documents incorporated in them by reference constitute the contract documents:

- A. This Agreement; and
- B. KSA proposal to provide Redistricting Services dated January 31, 2023.

These documents constitute the entire and integrated agreement between the parties hereto and supersede prior negotiations, representations, or agreements, either written or oral.

This Agreement may be executed in one or more counterparts, or by the parties executing separate counterpart signature pages, including facsimile signatures transmitted by email, all of which shall be deemed to be original counterparts of this Agreement and all of which, when taken together, shall constitute but one and the same instrument.

ARTICLE II SCOPE OF WORK

To provide consulting services as necessary to accomplish tasks outlined in the KSA proposal to provide Redistricting Services dated January 31, 2023. To the extent not otherwise

provided in the contract documents, consultant shall furnish and pay for all labor, equipment, supplies, materials, appurtenances, utilities, charges, fees, permits, and all other accessories and services required to complete the work specified in the contract documents.

ARTICLE III
DATE OF COMMENCEMENT AND COMPLETION

The work shall be commenced within ten (10) calendar days of the Effective Date of this Agreement. The Effective date shall be the date of execution of the Agreement by the last party to this Agreement.

ARTICLE IV
CONTRACT SUM AND PAYMENTS

A. For the performance of the work specified in the Contract Documents, County will pay Contractor and Contractor will accept as full compensation, the sum of Thirty Two Thousand and No/100 Dollars (\$32,000.00), subject to additions or deductions as provided in the contract documents;

B. The contractual sums shall be paid pursuant to the following schedule:

1. \$14,000 due upon full execution and acceptance of the Agreement.
2. \$9,000 due upon completion of Task 6, assuming Project continues past Task 3.
3. \$9,000 upon completion of the Project (Task 11.)

C. The parties recognize that the contracts sums and payments thereof will be split between Suwannee County and the School Board. Consultant shall provide separate invoices to each governmental entity.

ARTICLE VII
NOTICE

All notices, requests for payment, demands, and other communications required or desired by the Contract Documents shall be in writing and shall be deemed to have been duly given if personally delivered, mailed first class (postage prepaid), or emailed to:

- A. If to the Consultant
Kurt Spitzer and Associates, Inc.
719 E. Park Avenue
Tallahassee, FL 32301
Telephone: (850) 228-6212
Email: Kurt.Spitzer@ksanet.net
- B. If to Suwannee County:
Greg Scott, County Administrator
13150 80th Terrace
Live Oak, FL 32060

Telephone: (386) 362-3992
Email: GregS@suwcountyfl.gov

C. If to School Board:
Ted Roush, Superintendent
1740 South Ohio Avenue
Live Oak, FL 32064
Telephone: (386) 647-4600
Email: _____

Any party may change the addresses set forth for notice herein upon written notice thereof to all other parties.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed on the date indicated.

CONSULTANT:

KURT SPITZER AND ASSOCIATES, INC.
719 E. Park Avenue
Tallahassee, FL 32301

By: _____
(Affix Corporate Seal if Available)
Title: _____

Fed. Emp. Tax ID#: _____

Date: _____

**BOARD OF COUNTY COMMISSIONERS
SUWANNEE COUNTY, FLORIDA**

By: _____
CHAIRMAN

ATTEST:

By: _____
CLERK

Date: _____

SUWANNEE COUNTY SCHOOL BOARD

By: _____
CHAIRMAN

ATTEST:

By: _____
SUPERINTENDENT

Date: _____

CRITERIA FOR REDISTRICTING

The purpose of this Memorandum is to discuss some of the criteria that are typically used by local governments in the redistricting process.

General Information

Redistricting is the process by which differences in the population of Commission districts are equalized by adjusting district boundaries, and furthers the principal of "one person, one vote." Commission districts are required by the Florida Constitution, Florida Statutes and case law to be "as nearly equal in population" as practicable or possible. Florida Statutes and the Constitution require that counties determine the need for redistricting after each decennial census and provide that a county may adjust the commission district boundaries in any odd-numbered year.

The legislative body of the jurisdiction (in this case, the Board of County Commissioners) is the entity designated by law to adjust the district boundaries of the jurisdiction.

Common Redistricting Criteria

There are several criteria commonly used in the redistricting process. They are considered in total and balanced with each other. However, the dominant criterion is population.

1. Equal (almost) in population. Individual districts should be as nearly equal in population as is possible or practicable. "Population" refers to residents, not registered voters. "Nearly equal means that the population of individual districts should be as close to the average or "ideal" size as is possible.

Generally, redistricting plans with district populations of less than 3% over or under the average size are acceptable goals to attempt to attain. Plans where the difference between the population of the largest and smallest districts is greater than 10 percentage points (e.g., the largest district population is 7% over ideal and smallest is 4% under) tend to raise a "red flag."

2. Do not dilute minority voting strength. If there is a location where a significant number of racial or ethnic minority residents reside, their ability to vote as a block should not be diluted by either dividing that population into two or more districts (termed "cracking") or if there is a significant minority population in two districts, moving most of that population into a single district (termed "packing").

3. Use census blocks. Data from the U.S. Bureau of the Census is updated every 10 years by surveying the population of the United States. Census data is presumed to be

correct. The smallest unit within which that information is tabulated and made available are census "blocks."

The 2020 redistricting data would normally have been available on or before April 1, 2021 but has been delayed primarily due to problems caused by the COVID-19 pandemic. The Bureau of the Census released the 2020 data in the latter part of 2021, which made it difficult to redistrict before the end of 2021. As a result the task was pushed to the next odd year 2023.

4. Compact and contiguous. Districts should be relatively compact and contiguous. Contiguity may be achieved by crossing a waterbody. Unusual, "bizarre" or "serpentine" district shapes that are created without furthering a valid underlying public policy purpose must be avoided.

5. Significant natural and man-made boundaries. Where possible, district boundaries should follow easily recognized or understood boundaries, like major roads, waterbodies or parklands.

6. Recognize existing district boundaries. The boundaries of the new districts may seek to retain their existing boundaries to the greatest extent possible.

7. Avoid splitting communities of interest. District boundaries should seek to avoid splitting communities that have similar interests (e.g., neighborhoods or cities) where possible.

8. Party Affiliation. While the party affiliation of registered voters in Suwannee County could be considered in the redistricting process, it is commonly not used at the local level.

9. Try to avoid putting an incumbent out of existing district.

10. Use common sense.

SUWANNEE COUNTY

Administration

Executive Summary

Objective:

Approval of a finance-to-own lease agreement with Ring Investments LLC to purchase a CAT D5 bull dozer

Considerations:

On 11/1/2022 the Board approved the purchase of a CAT D5 bull dozer for Public works when the unit reached the end of the lease period. Ring Investments has proposed a finance-to-own lease over a 3-year term with an annual payment of \$27,452.13. At the end of the lease term the County will own the equipment for a \$1 final payment. The administration office and County Attorney have begun the review process for the lease agreement. The funds for the annual payment are budgeted.

Recommendation:

- Approval of finance-to-own lease agreement with Ring Investments LLC
- Authorization for the County Administrator to execute the lease agreement documents pending the review and recommendation from the County Attorney

Respectfully submitted,

Greg Scott,

County Administrator

RING INVESTMENTS, LLC
GOVERNMENTAL LEASE-OPTION TO PURCHASE AGREEMENT

LESSEE: Suwannee County BD of Commissioners
ADDRESS: 13150 80th Terrace, Live Oak, FL 32064

LESSOR: RING INVESTMENTS, LLC
ADDRESS: 500 World Commerce Pkwy, St. Augustine, FL 32092

Lessor, in reliance on Lessee's selection of the equipment described below ("Unit" or "Units"), agrees to acquire, lease, and let the Units described below to Lessee, and provide Lessee an option to purchase the Units at the end of the lease term, and Lessee agrees to rent, lease, hire and/or purchase the Units from Lessor.

Description of Unit(s)

1. Used CAT D5K2LGP Dozer s/n KY203684

Location of Unit(s): Suwannee County

PAYMENT TERMS:

Lease Payments are defined as the amount of principal plus interest due Lessor for each piece of Unit at each periodic interval. If Lessor does not receive a Lease Payment on the date it is due, Lessee shall pay to the Lessor, on demand and in addition to all amounts then due and owing, a late payment charge equal to five percent (5%) of the payment not paid when due or the highest charge allowed by law, whichever is less.

Terms

3 Years

1500 Total Hours

Lessee shall pay to Lessor Three (3) Lease Payments of \$27,452.13 (Twenty seven thousand four hundred fifty-two and 13/100 Dollars) each. The first Lease Payment shall be due and payable at signing followed by Four (4) successive yearly Lease Payments of \$27,452.13 (Twenty seven thousand four hundred fifty-two and 13/100 Dollars) each which shall be due and payable each year on the anniversary of the first Lease Payment. Lessee may exercise its option to purchase the Caterpillar D5K2LGP Dozer upon 30 days prior written notice to Lessor and payment of \$1.00 (One dollar and 00/100 Dollars), plus all other amounts then owing hereunder.

The payment amounts and due dates for all Units are listed on the Payment Schedule attached hereto and incorporated herein by reference ("Schedule A").

ADDITIONAL TERMS AND CONDITIONS

1. LEASE TERM; NON-APPROPRIATIONS: The Lease term for each Unit shall commence on its "Delivery Date" (which is the later of the date on which (a) Lessor executes this Lease, (b) Lessee or its agent receives possession or takes control of the Unit) and shall continue through the last day of Lessee's fiscal year in which the Delivery Date occurs and, thereafter, shall automatically be extended for successive annual periods coinciding with Lessee's fiscal years. Within seven days following the Delivery Date of each Unit, Lessee shall execute and deliver to Lessor a Delivery Supplement using Lessor's standard form. In the event no funds or insufficient funds are appropriated and budgeted or are otherwise not available in any fiscal year for payments due under this Lease, Lessee will immediately notify Lessor of such occurrence and this Lease shall terminate on the last day of the fiscal year for which appropriations were received without penalty or expense to Lessee, except as to the portions of payments herein agreed upon for which funds shall have been appropriated and budgeted or are otherwise available and except to the extent Lessee has not properly returned the Units to Lessor. Lessee shall continue to make lease payments until the Units are properly returned. Notwithstanding the foregoing, Lessee agrees that, to the extent permitted by law, it will not cancel the Lease under the provisions of this Section 1 if any funds are appropriated to it or by it for the acquisition, retention or operation of the Units or other equipment performing functions similar to the Units for the fiscal year in which termination occurs or the next succeeding fiscal year.

2. PAYMENTS; NET LEASE: During the Lease term, Lessee shall pay Lessor as stated in the above Payment Terms and according to the Payment Schedule shown in Schedule A. Further, upon execution of this Lease, Lessee shall pay Lessor an amount equal to the sum total of the first Lease Payments for all Units (\$27,452.13). This Lease is a net lease, and Lessee shall not be entitled to any abatement or reduction of payment or any setoff against payment, whether arising by reason of any past, present or future claims of any nature by Lessee against Lessor or otherwise. Except as otherwise expressly provided herein, the obligations of Lessor and Lessee shall not be affected by any defect in, damage to, loss of possession or use of any Unit, however caused, by the attachment of any lien or other claim to any Unit, by any interference with Lessee's use of the Unit, for any cause, other than Lessor's failure to satisfy Lessor's Total Maintenance & Repair obligations under this Lease, whether similar or dissimilar to the foregoing, any present or future law to the contrary notwithstanding.

3. DISCLAIMER OF WARRANTIES: Lessee acknowledges and agrees that Lessor is not the manufacturer of the Unit(s) and that Lessee has selected each Unit based on Lessee's own judgment without any reliance whatsoever on any statements or representations made by Lessor. AS BETWEEN LESSOR AND LESSEE, THE UNIT (S) ARE PROVIDED "AS IS" WITHOUT ANY WARRANTIES OF ANY KIND. LESSOR HEREBY EXPRESSLY DISCLAIMS a) ALL WARRANTIES OF MERCHANTABILITY, b) ALL WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, AND c) ALL WARRANTIES AGAINST INFRINGEMENT OR THE LIKE. Lessor assigns to Lessee its interest in any of the manufacturer's warranties on the Unit(s).

4. POSSESSION, USE AND MAINTENANCE: Lessee shall not (a) use, operate, maintain or store any Unit improperly, carelessly, unsafely or in violation of any applicable law or regulation or for any purpose other than in the conduct of Lessee's business; (b) abandon any Unit; (c) sublease any Unit, permit the use of any Unit by anyone other than Lessee, change the use of any Unit from that specified in the attached Application Survey/Usage Rider, or change the location of any Unit from that specified above, without the prior written consent of Lessor, or (d) sell, assign or transfer, or directly or indirectly create or suffer to exist any lien, claim, security interest or encumbrance on any of its rights hereunder or in any Unit. The Units are and shall remain personal property irrespective of their use or manner or attachment to realty. Upon prior notice to Lessee, Lessor or its agent shall have the right (but not the obligation) at all reasonable times to inspect any Unit and maintenance records relating thereto. Lessee shall, at its expense and at all times during the Lease term, maintain the Units in good operating order, repair and condition and shall perform maintenance at least as frequently as set forth in any applicable operator's guide service manual, and lubrication and maintenance guide for the Units. Lessee shall not alter any Unit or affix any accessory or equipment to any Unit if such alteration or addition would impair the originally intended function or use or reduce the value of such Unit. Any alteration or addition to any Unit shall be the responsibility of and at the sole risk of Lessee. All parts, accessories and equipment affixed to any Unit shall be subject to the security interest of Lessor

granted hereunder. If Lessor supplies Lessee with labels stating that the Unit is leased from Lessor, Lessee shall affix and keep them in a prominent place on the Unit.

5. LESSEE'S REPRESENTATION AND WARRANTIES: Lessee represents and warrants to Lessor that (a) Lessee is a fully constituted political subdivision or agency duly organized and existing under the Constitution and laws of the state where the Units will be located; (b) Lessee has the power to enter into and perform this Lease and has taken all necessary and appropriate action to authorize the execution, delivery and performance hereof; (c) this Lease constitutes a valid and legally binding and enforceable obligation of Lessee; (d) the interest payable by Lessee hereunder is excludable from income for Federal income taxation purposes pursuant to Section 103 of the Internal Revenue Code of 1986, as amended (the "Code"); and (e) Lessee has sufficient appropriations or other funds available to pay all amounts due hereunder for the current fiscal year and reasonably believes that funds can be obtained sufficient to make all payments during the term of this Lease. Lessee represents that the use of the Units is essential to Lessee's proper, efficient and economic operation. Lessee acknowledges and agrees that the payments have been calculated by Lessor assuming that the interest portion of each payment is excludable from gross income for Federal income taxation purposes. Lessee represents, warrants and covenants that: (a) Lessee will comply with the information reporting requirements of Section 149(e) of the Code, as the same may be amended from time to time, and such compliance shall include, but not be limited to the execution of information statements requested by Lessor; (b) Lessee will not do or cause to be done any act that will cause, or by omission of any act allow, the Lease to be an arbitrage bond within the meaning of Section 148(a) of the Code; (c) Lessee will not do or cause to be done any act that will cause, or by omission of any act allow this Lease to be a private activity bond within the meaning of Section 141(a) of the Code; (d) Lessee will timely pay to the extent of available funds, amounts required to be rebated to the United States pursuant to Section 148(f) of the Code; (e) Lessee will not do or cause to be done any act that will cause, or by omission of any act allow, the interest portion of the payments to be or become includable in gross income for Federal income taxation purposes under the Code; and (f) Lessee will be the exclusive user and operator of the Units.

6. TAXES: Lessee agrees to promptly pay or reimburse Lessor for all fees and taxes of any nature, together with any penalties, fines or additions to tax, or interest thereon (all of the foregoing hereafter the "Impositions"), arising at any time prior to, during or subsequent to and associated with, the Lease term and levied by any taxing authority with respect to or in connection with any Unit, excluding, however, taxes measured by Lessor's net income (of but not excluding any net income taxes that, by the term of the statute imposing such tax, expressly relieve Lessee or Lessor from the payment of any Impositions that Lessee would otherwise be obligated to pay or reimburse). If Lessor is not entitled to a corresponding and equal deduction with respect to any Imposition that Lessee is required to pay or reimburse and such payment or reimbursement constitutes income to Lessor, then Lessee shall also pay to Lessor the amount of any Impositions that Lessor is obligated to pay in respect of (a) such payment or reimbursement by Lessee and (b) any payment by Lessee made pursuant to this sentence. Lessee shall prepare and file, in a manner satisfactory to Lessor, any reports or returns that may be required with respect to the Units. For purposes of this Section, "Lessor" shall include any affiliated group, within the meaning of Section 1504 of the Code, of which Lessor is a member for any year in which a consolidated or combined income tax return is filed for the affiliated group.

7. LOSS OR DAMAGE; INSURANCE: Lessee assumes all risks and liabilities of loss, damage or Casualty Occurrence (as hereinafter defined) for any cause whatsoever, for condemnation of any Unit prior to, during or subsequent to and associated with, (until the Unit is returned to Lessor pursuant to Section 10) the Lease term. Subject to the limitations of Section 768.28, Florida Statutes, Lessee shall be responsible for injury to or death of any person or damage to any property arising out of or incident to Lessee's possession, use, operation, condition or storage of the Unit. If any Unit becomes damaged, from any cause whatsoever, Lessee shall give Lessor prompt notice thereof. If Lessor reasonably determines that such damage is not irreparable, then Lessee shall, at its expense, promptly restore the Unit to the condition required by Section 4 above, unless that damage was caused by Lessor, in which event, Lessor shall, at its expense, promptly restore the Unit to the condition required by Section 4 above. If any Unit becomes worn out, lost, stolen, destroyed or irreparably damaged (as reasonably determined by Lessor) from any cause whatsoever other than acts of Lessor, or taken by condemnation or otherwise (any such

occurrence herein referred to as a "Casualty Occurrence") prior to, during or subsequent to (until the Unit is returned to Lessor pursuant to Section 10) the Lease term, Lessee shall give Lessor prompt notice thereof. In the event of a Casualty Occurrence, Lessee shall pay to Lessor, on the earlier of (a) the first payment date following such Casualty Occurrence or (b) thirty (30) days following such Casualty Occurrence, a sum (the "Termination Value") equal to (a) the "Beginning Balance" (as specified in the attached Payment Schedule) as of the next payment due following such Casualty Occurrence, plus (b) the amount of the interest portion (as specified in the Payment Schedule) of the next payment due following such Casualty Occurrence multiplied times a fraction the numerator of which is the number of days from the later of (a) the Delivery Date of the Unit or (b) the due date of the payment immediately preceding such Casualty Occurrence until the due date of the payment due hereunder in respect of such Casualty Occurrence and the denominator of which is 360. Lessee, at its expense, shall keep each Unit insured against all risks for not less than the applicable Beginning Balance with respect to such Unit and shall maintain comprehensive public liability insurance covering each Unit for not less than \$1,000,000 for combined coverage for bodily injury and property damage. All insurance shall (a) be in a form and with such companies as Lessor shall approve, (b) specify Lessor (or its designee) as their interest may appear as Additional Insured (as allowed under Section 768.28, Florida Statutes), (c) be primary, without right of contribution from any other insurance carried by Lessor, (d) provide that such insurance may not be cancelled or altered so as to affect the interest of Lessor without at least thirty (30) days' prior written notice to Lessor, and (e) name Lessor (or its designee) as loss payee. Lessee agrees to notify Lessor of any occurrence that may become the basis of an insurance claim hereunder and not to make any adjustments with insurers without Lessor's prior written consent. Prior to the first Delivery Date of any Unit, Lessee shall deliver to Lessor satisfactory evidence of such insurance coverage.

8. WAIVER AND INDEMNITY: WITHOUT WAIVING ITS SOVEREIGN IMMUNITY AND SUBJECT TO THE LIMITATIONS OF SECTION 768.28, FLORIDA STATUTES, LESSEE HEREBY AGREES TO RELEASE, DEFEND, INDEMNIFY AND HOLD HARMLESS LESSOR, ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS AND ASSIGNS FROM AND AGAINST ANY CLAIMS FOR PERSONAL INJURY AND PROPERTY DAMAGE ARISING OUT OF, CAUSED BY, OR RELATING TO USE AND OPERATION OF A UNIT BY LESSEE. UNDER NO CONDITION OR CAUSE OF ACTION SHALL LESSOR BE LIABLE TO LESSEE FOR ANY LOSS OF ACTUAL OR ANTICIPATED BUSINESS OR PROFITS OR LOSS OF USE OR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES.

9. EVENTS OF DEFAULT; REMEDIES: Each of the following shall constitute an "Event of Default" hereunder: (a) Lessee shall fail to make any payment to Lessor when due; (b) any representation or warranty of Lessee contained herein or in any document furnished to Lessor in connection herewith shall be incorrect or misleading when made; (c) Lessee shall fail to observe or perform any other covenant, agreement or warranty made by Lessee hereunder and such failure shall continue for ten (10) days after written notice thereof to Lessee; (d) Lessee shall fail to make any payment on its bonded indebtedness when due; or (e) there shall be a default by Lessee under any other agreement between Lessor and Lessee. If any Event of Default shall occur, Lessor, at its option, may (a) proceed by appropriate court action(s) to enforce this Lease or to recover damages for the breach thereof; (b) by notice in writing to Lessee, terminate this Lease, but Lessee shall remain liable as herein provided, and upon there Lessor may, at its option do any one or more of the following: (b-1) recover forthwith from Lessee (i) any and all amounts then due under this Lease or that may have accrued to the date of such termination (ii) as damages for loss of the bargain and not as penalty, a sum equal to the payments due with respect to the Units and additional security during the balance of the fiscal year, and (iii) any additional damages and expenses sustained by Lessor by reason of the breach of any covenant, representation or warranty contained in this Lease other than for the payment of amounts due hereunder; (b-2) enforce the security interest given hereunder, (b-3) without notice, liability or legal process, enter upon the premises where any of the Units or additional security may be and take possession thereof and (b-4) require Lessee to return the Units and additional security as provided in Section 10. Lessor shall have all rights given to a secured party by law. Provided Lessor receives possession of the Units and additional security following an Event of Default, Lessor may, at its option, undertake commercially reasonable effort to sell or re-lease the Units and additional security, and the proceeds of any such sale or re-lease shall be

applied: first, to reimburse Lessor for all reasonable expenses of retaking, holding, preparing for sale or re-lease and selling or re-leasing the Units and additional security, including all taxes and reasonable attorney's fees and expenses; second, to the extent not previously paid by Lessee, to pay Lessor all amounts, except those specified below, which under the terms of this Lease are due or have accrued as of the date of Lessor's receipt of said proceeds; third, to pay all late charges pursuant to Section 2 hereof; and fourth, to pay Lessor the applicable Termination Value with respect to the Units. Any surplus shall be paid to the person entitled thereto. Lessee shall promptly pay any deficiency to Lessor. Lessee acknowledges that sales for cash or on credit to a wholesaler, retailer or user of the Units are commercially reasonable. Lessee agrees to pay all reasonable attorney's fees and expenses or the actual attorney fees paid by Lessor to its attorney, which ever is greater, plus the allowed costs of in house counsel, plus all costs of collection and all other costs and expenses that may be incurred in connection with trial or appellate proceedings or a bankruptcy case by Lessor in enforcing this Lease. The remedies herein provided shall be cumulative and in addition to all other remedies at law or in equity; provided, however, Lessor shall not be entitled to recover a greater amount in damages than Lessor could have gained through Lessee's full timely and complete performance under this Lease, plus all fees, costs and expenses incurred by Lessor in enforcing this Lease and all late payment charges pursuant to Section 2. If Lessee fails to perform any obligations under this Lease, Lessor may (but need not) at any time thereafter perform such obligation, and the expenses incurred in connection therewith shall be payable by Lessee upon demand.

10. RETURN OF UNIT: Upon any termination of the term of this Lease with respect to each Unit or if Lessor shall rightfully demand possession of any Unit, Lessee, at its expense, shall forthwith deliver the unit to Lessor, appropriately protected and in the condition required by Section 4, at the option of Lessor, to the premises of the nearest Ring Power Corporation location, or on board such carrier as Lessor shall specify and ship the same, freight collect, to the destination designated by Lessor. If the Unit is not in the condition required by Section 4, Lessee shall pay to Lessor, on demand, all costs and expenses incurred by Lessor to bring the Unit into said condition.

11. REPORT TO IRS: Lessee will report this Lease to the Internal Revenue Service by filing Form 8038-G, 8038-GC or 8038 whichever is applicable. Failure to do so will cause the Lease to lose its tax exempt status. Lessee agrees that if the appropriate form is not filed, the interest rate will be adjusted to an equivalent taxable interest rate.

12. OWNERSHIP: The Units are and at all times shall remain the sole and exclusive property of Lessor, and Lessee shall have no right, title, or interest therein or there to unless and until Lessee properly exercises any purchase option set forth herein. This lease is a lease and not a security agreement, and Lessee has no right, title, or interests in the Units except as Lessee.

13. ASSIGNMENT; COUNTERPARTS: Without the prior written consent of Lessor, no assignment of this Lease or any right or obligation hereunder may be made by Lessee or any assignee of Lessee. Lessor may not assign its right, title and interest in and to this Lease and the Units and/or grant or assign a security interest in this Lease and the Units, in whole or in part. Although multiple counterparts of this document may be signed, only the counterpart accepted, acknowledged and certified by Ring Investments, LLC on the signature page thereof as the original will constitute original chattel paper.

14. EFFECT OF WAIVER: No delay or omission to exercise any right or remedy accruing to Lessor hereunder shall impair any such right or remedy nor shall it be construed to be a waiver of any breach or default of Lessee. Any waiver or consent by Lessor under this Lease must be in writing specifically set forth. This Lease completely states the rights of Lessor and Lessee with respect to the Units and supersedes all prior agreements with respect thereto. Time is of the essence of this Lease. No variation or modification of this Lease shall be valid unless in writing and signed by the authorized representatives of Lessor and Lessee. All notices hereunder shall be in writing, addressed to each party at the address set forth on the front of this Lease or at such other address as may be furnished in writing. If any provision of this Lease shall be invalid under any applicable law, such provision shall be deemed omitted but the remaining provisions shall be given effect. All obligation of Lessee under this Lease shall survive the expiration or termination of this Lease to the extent required for their full observance and performance.

15. GENERAL: This Lease shall be governed by and construed under the laws of the State of Florida.

**LESSEE ACKNOWLEDGES HAVING RECEIVED A FULLY COMPLETED AND EXECUTED COPY
OF THIS AGREEMENT**

Lessee: Suwannee County BD of Commissioners

Lessor: RING INVESTMENTS, LLC

By _____

By _____

Name (PRINT) _____

Name (PRINT) _____

Title: Chairman _____

Title: _____

Date: _____

Date: _____

SCHEDULE A
Payment Schedule

02/02/2023 3:04 PM

Suwannee County Board of County Commissioners - KY203684

Compounding Period: Annual

Nominal Annual Rate: 4.990%

Cash Flow Data - Leases and Lease Payments

| | Event | Date | Amount | Number | Period | End Date |
|---|---------------|------|-----------|--------|--------|----------|
| 1 | Lease | TBD | 78,505.00 | 1 | | |
| 2 | Lease Payment | TBD | 27,452.13 | 3 | Annual | TBD |
| 3 | Residual | TBD | 1.00 | 1 | | |

TValue Amortization Schedule - Normal, 365 Day Year

| | Date | Lease Payment | Residual | Interest | Principal | Balance |
|---------------------|------|------------------|-------------|-----------------|------------------|-----------|
| Lease | TBD | | | | | 78,505.00 |
| 1 | TBD | 27,452.13 | | 0.00 | 27,452.13 | 51,052.87 |
| 2023 Totals | | 27,452.13 | 0.00 | 0.00 | 27,452.13 | |
| 2 | TBD | 27,452.13 | | 2,547.54 | 24,904.59 | 26,148.28 |
| 2024 Totals | | 27,452.13 | 0.00 | 2,547.54 | 24,904.59 | |
| 3 | TBD | 27,452.13 | | 1,304.80 | 26,147.33 | 0.95 |
| 2025 Totals | | 27,452.13 | 0.00 | 1,304.80 | 26,147.33 | |
| Residual | TBD | | 1.00 | 0.05 | 0.95 | 0.00 |
| 2026 Totals | | 0.00 | 1.00 | 0.05 | 0.95 | |
| Grand Totals | | 82,356.39 | 1.00 | 3,852.39 | 78,505.00 | |

| ANNUAL PERCENTAGE RATE | FINANCE CHARGE | Amount Financed | Total of Payments |
|---|---|---|--|
| The cost of your credit as a yearly rate. | The dollar amount the credit will cost you. | The amount of credit provided to you or on your behalf. | The amount you will have paid after you have made all payments as scheduled. |
| 4.990% | \$3,852.39 | \$78,505.00 | \$82,357.39 |

DELIVERY CERTIFICATION

This pertains to the Lease between Ring Investments LLC as Lessor and Suwannee County Board of County Commissioners as Lessee.

This confirms that the Lessee physically received the following Unit(s) on the possession date below. As of the date of signature of this form, (i) the Unit(s) are in all respects satisfactory to Lessee for leasing under the Lease, and (ii) Lessor has performed all of its obligations under the Lease.

| | |
|--------------------------------------|-----------------------------------|
| <u>Description of Unit(s)</u> | CAT D5K2LGP Dozer s/n KY203684 |
|--------------------------------------|-----------------------------------|

| | |
|------------------------|-------|
| <u>Location</u> | _____ |
|------------------------|-------|

| | |
|-------------------------------|-------|
| <u>Possession Date</u> | _____ |
|-------------------------------|-------|

| | |
|-------------------------|-------|
| <u>Signature</u> | _____ |
|-------------------------|-------|

| | |
|---------------------|-------|
| <u>Title</u> | _____ |
|---------------------|-------|

| | |
|--------------------------|-------|
| <u>Print Name</u> | _____ |
|--------------------------|-------|

| | |
|---------------------------|-------|
| <u>Date Signed</u> | _____ |
|---------------------------|-------|

RING INVESTMENTS, LLC
Attention: Susan Richardson
500 World Commerce Parkway
St. Augustine, FL 32092
Phone: 904/494-1101
Email: susan.richardson@ringpower.com

INSURANCE COVERAGE FOR CONTRACTED EQUIPMENT

TO: Insurance Agent
FROM: Suwannee County Board of County Commissioners 13150 80th Terrace, Live Oak, FL 32064
Customer Name
EQUIPMENT: Used CAT D5K2LGP Dozer s/n KY203684 Valued at \$78,505.00
Description, including Serial Number

Per THE LONG-TERM EQUIPMENT LEASE AGREEMENT entered into between Customer shown above and Ring Investments LLC, it is required that Ring Investments, LLC be provided with insurance coverage in accordance with the agreement as indicated below.

- Physical damage coverage must show that Ring Investments LLC, has been named loss payee for the equipment's replacement value.
- The deductible must be shown.
- General liability insurance in the amount of \$1,000,000.00 showing Ring Investments LLC, as additional insured in reference to the machine is required.

Please notify your agent for the proper coverage, and list name and address below.

Insurance Agent: _____
Address: _____

Phone: _____ Fax: _____
Contact Name: _____
Policy Number: _____

Print Name Customer Signature Date

PLEASE FORWARD A COPY OF THE CERTIFICATE OR BINDER EVIDENCING COVERAGE TO:

Ring Investments, LLC
500 World Commerce Parkway
St. Augustine, FL 32092
Attn: Susan Richardson
Fax: 904/281-0155
Email: susan.richardson@ringpower.com

Processing of this transaction will be held pending receipt of this information.

Thank you for your attention in this matter.

RING INVESTMENTS, LLC
Attention: Susan Richardson
500 World Commerce Parkway
St. Augustine, FL 32092
Phone: 904/494-1101
Email: susan.richardson@ringpower.com

Customer Information Verification

Please confirm all information listed below – If any information is incorrect, please make corrections in the space provided.

This form should be attached to the contract and made a part thereof. Thank you for your assistance.

| | CURRENT INFORMATION | CORRECTIONS |
|--------------------------------------|--|--|
| Customer Name: | Suwannee County BD of Commissioners | _____ |
| Physical Address: | 13150 80th Terrace Live Oak, FL 32064 | _____ _____ |
| Mailing Address: | 13150 80th Terrace Live Oak, FL 32064 | _____ _____ |
| Equipment Location: | PLEASE PROVIDE | _____ _____ |
| Business Telephone Number: | (386)362-0542 | _____ |
| Contact Person: | _____ | _____ |
| Federal ID #/SS#: | _____ | _____ |
| Email Address for Contact Person: | PLEASE PROVIDE | _____ |
| Tax Exempt Status: | <input type="checkbox"/> *Exempt <input type="checkbox"/> Non- Exempt | *Tax exemption certificate required – please attach and return with your documents (Florida Department of Revenue Form DR14). |

The information above has been reviewed and is accurate to the best of my knowledge with exception of corrections as noted:

Customer Initials _____

Personal Verification Form

I have determined from my personal experience the identity of each of the below-listed individuals associated with the referenced transaction. (Please Print); or

I have reviewed a photo identification of each of the below listed individuals associated with the referenced transaction and compared the appearance of the presenting individual to the photo identification. (Please Print)

Name of customer/transaction: _____.

1. **Individual's name and title:** _____

a) **Basis of personal knowledge:** _____

b) **Manual verification of photo identification:**

Type of identification reviewed: _____, State of issuance: _____,

Document number: _____, Address shown on identification: _____.

2. **Individual's name and title:** _____

a) **Basis of personal knowledge:** _____

b) **Manual verification of photo identification:**

Type of identification reviewed: _____, State of issuance: _____,

Document number: _____, Address shown on identification: _____.

3. **Individual's name and title:** _____

a) **Basis of personal knowledge:** _____

b) **Manual verification of photo identification:**

Type of identification reviewed: _____, State of issuance: _____,

Document number: _____, Address shown on identification: _____.

Signature of Ring Investments LLC or Dealer representative completing this form:

Signature

Print Name

Date

**RING INVESTMENTS, LLC
EQUIPMENT APPLICATION SURVEY**

Customer Name: Suwannee County BOCC

Location: Suwannee County

Make: CAT

Model: D5K2LGP

Quantity: 1

S/N: KY203684

Annual Usage: 500 Hours

Current Hours:

Dealer: Ring Power

Dealer Location: Saint Augustine, FL

***** IMPORTANT INFORMATION *****

RESIDUAL EXCEPTION REQUESTS must be submitted to Ring Investments, LLC for the following applications: landfill, transfer and recycling stations; demolition, scrap yards and steel mills; salt, chemical, and corrosive environments such as fee lots, dairy farms, rendering plants, mushroom farms, fertilizer and lime handling, salt water areas and all hazardous waste handling; dusty or poor underfoot conditions; and all underground mining applications. Any applications requiring unusual attachments, equipment modifications or have non-traditional use of the equipment. Any transaction with five or more of one model.

Please **COMPLETE THE ENTIRE SURVEY** for all transactions including any of the above applications.

MAJOR ATTACHMENTS (Check all that apply):

| | | | | |
|---|--|--|--|---|
| <input type="checkbox"/> 4 Wheel Drive | <input type="checkbox"/> Slope Board | <input type="checkbox"/> Pallet Forks | <input type="checkbox"/> Landscape Rake | <input type="checkbox"/> Concrete Crusher |
| <input type="checkbox"/> Auger | <input type="checkbox"/> Tiller | <input type="checkbox"/> Rotator | <input type="checkbox"/> Metal Shear | <input type="checkbox"/> Forks |
| <input type="checkbox"/> Cab Riser | <input type="checkbox"/> Access Platform | <input type="checkbox"/> Snow Plow | <input type="checkbox"/> Ride Control | <input type="checkbox"/> Long Reach Stick |
| <input type="checkbox"/> Delimber | <input type="checkbox"/> Block Forks | <input type="checkbox"/> Top Clamp | <input type="checkbox"/> Saw Head | <input type="checkbox"/> Mower |
| <input type="checkbox"/> Generator | <input type="checkbox"/> Cold Planer | <input type="checkbox"/> Air Conditioner | <input type="checkbox"/> Solid Tires | <input type="checkbox"/> Ripper |
| <input type="checkbox"/> Lumber Forks | <input type="checkbox"/> E-Stick | <input type="checkbox"/> Broom | <input type="checkbox"/> Trencher | <input type="checkbox"/> Shear Head |
| <input type="checkbox"/> OHT Body Liner | <input type="checkbox"/> Grapple | <input type="checkbox"/> Compactor | <input type="checkbox"/> All-Wheel Steer | <input type="checkbox"/> Special Rims |
| <input type="checkbox"/> Rotasaw | <input type="checkbox"/> Magnet | <input type="checkbox"/> Feller Buncher | <input type="checkbox"/> Cab | <input type="checkbox"/> Winch |

Other:

BLADES AND BUCKETS (Check all that apply):

| | | | | |
|---|--|--|---|---|
| <input type="checkbox"/> PAT Blade | <input type="checkbox"/> Side Dump Bucket | <input type="checkbox"/> Landfill Bucket | <input type="checkbox"/> Chip Blade | <input type="checkbox"/> Angle Blade |
| <input type="checkbox"/> Bottom Dump Bucket | <input type="checkbox"/> "SU" Blade | | <input type="checkbox"/> GP Bucket | <input type="checkbox"/> Coal Blade |
| <input type="checkbox"/> Ejector Bucket | <input type="checkbox"/> Carry Dozer Blade | <input type="checkbox"/> Stag Bucket | <input type="checkbox"/> Multi-Purpose Bucket | <input type="checkbox"/> High Volume Bucket |
| <input type="checkbox"/> Landfill Blade | <input type="checkbox"/> Front Dump Bucket | <input type="checkbox"/> "U" Blade | <input type="checkbox"/> Straight Blade | <input type="checkbox"/> Rock Bucket |

Other:

MARKET CATEGORIES (Check all that apply):

| | |
|--|---|
| <input type="checkbox"/> Heavy Construction – Airports, Bridges, Dams, Highway/Road | <input type="checkbox"/> Quarry – Granite, Limestone, Sand & Gravel |
| <input type="checkbox"/> Building Construction – Commercial, Residential, Utilities | <input type="checkbox"/> Forest Products – Loading, Road Construction, Skidding, Timber Harvesting |
| <input type="checkbox"/> Landscape Construction – Commercial, Residential | <input type="checkbox"/> Forest Products – Mill and Yard Operations |
| <input type="checkbox"/> Mining - Metals – Copper, Gold, Iron, Lead, Silver, Underground, Uranium Zinc | <input type="checkbox"/> Industrial – Dairy/Mushroom Farm, Demolition, Feed Lot, Fertilizer/Lime Handling, Landfills, Rendering Plants, Scrap Handling, Steel Mill, Transfer Stations |
| <input type="checkbox"/> Mining – Non-Metals – Clay, Coal, Oil Sands, Oil Shale, Peat, Underground | <input type="checkbox"/> Governmental – Road Maintenance, Snow Removal |
| <input type="checkbox"/> Petroleum & Gas – Exploration and Development, Pipelines | <input type="checkbox"/> Rental Services – Rental Fleets |

This application survey is considered to be an integral part of the lease between the Lessor and Lessee. The information obtained from this survey will be primary importance in the lease payment schedule. Any change in the location, severity of application, annual hourly usage and/or attachments or configuration must be approved in writing by Ring Investments, LLC.

Lessee: SUWANNEE COUNTY BOARD OF COUNTY COMMISSIONERS

Lessor: RING INVESTMENTS, LLC

Signature: _____

Signature: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

MANDATORY CONDITION OF EQUIPMENT UPON RETURN:

Lessee agrees that each Unit, upon its return, shall:

MAINTENANCE AND GENERAL REQUIREMENTS:

- Give the Lessor sixty (60) days notice prior to the Lease termination date of Lessee's intention to return any and all units to the Lessor.
- Return the units in the same configuration, with all attachments, as when delivered at lease inception. Lessee is responsible for costs, including but not limited to, fees, taxes and duties associated with tear down, loading, shipping and unloading of units to a site designated by the Lessor.
- Ensure the units upon return are thoroughly cleaned, steamed cleaned if available, and free from all oil, hydraulic and fuel leaks.
- Operate and maintain all units in accordance with Caterpillar Lubrication and Maintenance and Operators guide books, and insure all maintenance is performed at recommended intervals and only genuine Caterpillar filters and parts are used for all maintenance and repairs. All units must be in good operating condition and be able to perform all tasks under rated load.
- Enroll all units in a Caterpillar dealer Scheduled Oil Sampling (SOS) or comparable program, where available, for the entire term of the lease, and insure all fuels, lubricants, additives, and radiator water is clean and complies with Caterpillar recommended standards.
- Ensure all units are operated only in the applications for which they were designed and manufactured.
- Maintain a working engine hour meter at all times. Keep complete records of all hour meter changes along with major component change outs and routine maintenance and repair records.
- Ensure all service contracts are fully implemented and all maintenance and repairs are made on schedule. Product Improvements Programs (PIP's) must be complete before units are returned. **ATTACH A COPY OF ANY AND ALL REPAIR AND MAINTENANCE CONTRACTS AND PLANNED COMPONENT REPLACEMENT PROGRAMS.**
- Provide a secured place to store off-lease units upon request from the Lessor. Provide access to the units for purposes of maintenance or demonstration to prospective buyers at Lessor's request.

Specific TINWARE AND SAFETY REQUIREMENTS:

- Ensure the operator's compartment is clean, and all switches, monitoring systems (EMS, VIMS, VIDS), gages, control levers, pedals, radio, mirrors, seats, insulation and all other contents are complete and in good working order.

- Ensure all window glass is clear, and free from cracks and major pitted, all window frames, doors and weather stripping are complete, and all service access compartment covers and doors, fenders, and other flat metal or plastic surfaces are in good working order and free from dents and cracks.
- Ensure all standard Caterpillar and non-Caterpillar safety items are complete and in good working order, including but not limited to roll over protection (ROPS) and falling object protections (FOPS) systems, seat belts, steps, safety rails, grab irons, cat walks, fire suppression systems, warning alarms, cameras and monitors.
- Ensure all electrical components, including but not limited to, wiring harness, batteries, alternators, drive belts, lighting and air conditioning systems are complete and in good working order
- Ensure all repairs made to main structures, including but not limited to, main frames, roller frames, car bodies, swing gears, drawbars, circles, component housings, loader arms, booms, sticks, tag links, loader linkages, truck bodies, buckets, rippers and arches must be accomplished in accordance with factory recommended materials and repair procedures.

REMAINING LIFE REQUIREMENTS:

- Ensure all ground engaging tools, including but not limited to, buckets, dozer blades, base cutting edges, rippers, scarifiers, drums, feet lines, screeds, elevator flights, forks, and top clamps have good structural integrity and have fifty percent (50%) minimum remaining life.
- Return all track and rubber belted units with a minimum of fifty percent (50%) remaining life on each and every component, including but not limited to, track shoes, links, pins, bushings, idlers, bogies, sprockets, carrier rollers, and track rollers, belts can not have any cuts that extend into the cords and must not be missing guide blocks or grouser bars (lugs). Charges will be assessed for each component not meeting the requirement.
- Return all rubber tire units with a minimum of fifty percent (50%) remaining life of the original tread life of each tire. Recapped tires are not acceptable substitutes. All tires must be a matched set with the same tread type and pattern and have no significant cuts or chunking of the tread or side walls. Skid Steer tires are exempt from this provision.

LESSOR RETAINS THE RIGHT TO ASK FOR ANY AND ALL REPAIR AND MAINTENANCE RECORDS DURING THE LEASE TERM AND/OR LEASE TERMINATION. A FULL MACHINE INSPECTION MAY BE CONDUCTED AT LESSEE'S EXPENSE ANY TIME EVIDENCE DEMONSTRATES MACHES ARE BEING ABUSED FROM NEGLIGENCE OR MISAPPLICATION.

REMEDY FOR RETURN CONDITIONS:

Lessee will be invoiced for the parts and labor based on RPC's retail prices and retail labor rates to replace tires, undercarriage components, belts and all other non-conforming components as outlined in the "REMAINING LIFE REQUIREMENTS" section of the Mandatory Condition of Equipment Upon Return. The invoiced amounts will be based on the following percentages of remaining life and is payable upon receipt of invoice:

| | |
|--|--|
| <u>Life Remaining</u> 50% or greater 31% to 49% 0% to 30% | <u>Charge To Lessee</u> No charge to Lessee 50% charge to Lessee 70% charge to Lessee |
|--|--|

MAXIMUM USAGE:

The model listed and equipped as stated above will be operated an estimated total of 41.66 HOURS PER MONTH over a term of 36 MONTHS for total usage during the leasing term of 1500 HOURS. This total usage combined with any accumulated HOURS prior to the Lease inception date, as stated above under current miles, will be the **total allowable machine hours** for the life of the Lease and the basis for any overuse charges.

Total Lease Hours 1500 + Starting Hours _____ = Total Allowable Machine Hours _____

OVERUSE CALCULATION:

In addition to the Lessor's other rights herunder and not in lieu thereof, Lessee shall pay Lessor additional rent for each hour in excess of the Total Allowable Machine Miles established for the Lease as stated above. This hourly rate shall be **\$54.90 per hour**. **Please note: To avoid overuse charges, notify Ring Power Corporation immediately of any increase in machine usage that will cause the total usage to exceed the "Total Allowable Machine Hours" as stated above. The Lease contract will be adjusted to reflect the correct hours usage.**



| | | | | |
|--------------------------------------|--------------------------------------|--------------------------------------|-------------------------------------|----------------------------------|
| Brooksville 352-796-4978 | Daytona Beach 386-947-3363 | Gainesville 352-371-9983 | Jacksonville 904-714-2600 | Lake City 386-755-3997 |
| Lakeland 863-606-0512 | Ocala 352-732-2800 | Orlando 407-855-6195 | Palm Bay 321-952-3001 | Perry 850-584-2800 |
| Pompano Beach 854-977-5010 | Sarasota 941-753-7535 | St. Augustine 904-737-7730 | Tallahassee 850-562-2121 | Tampa 813-671-3700 |

Date: 2/3/23

Machine Repurchase Agreement

Quote Prepared for: Suwannee County Board of County Commissioners

Machine Description

| | | |
|----------------------------------|--------------------|-------------------------|
| Serial Number KY203684 | Make CAT | Model D5K2LGP |
|----------------------------------|--------------------|-------------------------|

Guarantee Repurchase Option

| | |
|--|---|
| Term 3 Years/ 1500 Total Hours | Guaranteed Repurchase Option \$1.00 |
|--|---|

The guaranteed repurchase constitutes an agreement between the equipment purchaser listed above and Ring Power Corporation. This agreement becomes effective on the original delivery date of the equipment and shall expire when either the machine ownership period or hours of usage indicated above have been exceeded. This contract is not transferable unless otherwise agreed upon, in writing, by Ring Power Corporation. Exercising the repurchase option is solely the right of the customer listed above.

To maintain the repurchase agreement the equipment owner agrees that each unit, upon its return, shall:

1. Be in sound mechanical shape and be in good working order under full payload.
2. Have no missing sheet metal, glass or parts. Damages to machine shall not exceed \$1,500.
3. Have no structural damage to frame.
4. Have all PM (Planned Maintenance) services up to date. A record of past services and fluid analysis/oil samples being completed following manufacturer recommendations shall be provided with equipment return.
5. Shall be returned with any and all attachments, accessories or upgrades originally sold with unit; and
6. A) Have tires in safe and operable condition with a minimum of forty percent (40%) original tread life remaining. Tires must have matching tread pattern and meet original bid spec requirements on return.

OR

B) Have a minimum of fifty percent (50%) life remaining on all undercarriage components including track shoes, links, pins and bushings, idlers, bogies, sprockets, carrier rollers and track rollers. Undercarriage components must be Caterpillar OEM parts.

7. Any parts replaced due to wear or damage must be Caterpillar OEM parts.

The condition of each unit shall be determined by an inspection report completed by Ring Power Corporation prior to its return. At the equipment owners discretion they may correct any deficiencies within a reasonable period, accept a lower repurchase price determined by Ring Power Corporation, or reimburse Ring Power Corporation for necessary repairs to restore the unit to agreed upon condition.

Name of Authorized Customer Representative

Ring Power Sales Rep.

Title

Date: _____

Signature

Ring Power Sales Manager

Date: _____

Date: _____



Ring Investments, LLC
500 World Commerce Parkway
St Augustine, FL 32092
904-434-1101

INVOICE

SUWANNEE COUNTY BOCC
13150 80TH TERRACE
LIVE OAK, FL 32064

Invoice No.:

53257

Payment Due Date:

2/2/2023

Account No.:

SUWCO.48

Annual Payment on Governmental Lease-Option to Purchase Agreement for:
CAT D5K2LGP DOZER
Serial Number: KY203684

AMOUNT

***\$ 27452.13

We appreciate your prompt payment

Fax: 904-281-0155

Email: Susan.Richardson@ringpower.com or Lisette.Vega@ringpower.com

NOTE:

Payment options: You can pay by via check, ACH (Request form) or online customer portal. If you want to use our online customer portal, please use this link:
<https://regions.billeriq.com/ebpp/RingInvest/Login/Index>.

If paying by check, please make check payable to and mail to:
Ring Investments, LLC
500 World Commerce Parkway
St. Augustine, FL 32092



Invoice

Caterpillar Financial
Services Corporation
2120 West End Avenue
Nashville, TN 37203

Customer Information

Attn: Ring Power

SUWANNEE COUNTY BOARD OF COMMISSIONERS
13150 80TH TERRACE
LIVE OAK, FL 32060-8822

Invoice Date: February 02, 2023

PO #:

MANUAL-Lease Svcs

| | Description | Due Date | Total |
|---------------------------------------|--|-------------------|-------------|
| Contract # 001-0907011-000 | D5K2LGP TRACK-TYPE TRACTOR Cat / KY203684 | 02/27/2023 | |
| Asset # US-1217334 | Gross Sales Price | | \$78,120.00 |
| Termination Date 02/27/2023 | Additional Extended Warranty | | \$0.00 |
| | Late Charges | | \$0.00 |
| | Sales Tax | | \$0.00 |
| | Personal Property Tax (PPT) | | \$0.00 |
| | Remaining Rent | | \$0.00 |
| | Other | | \$0.00 |

SUWANNEE COUNTY BOARD OF COMMISSIONERS (Buyer) hereby agrees and acknowledges that he/she/it/they accepts the equipment on an 'AS IS, WHERE IS' basis and without any expressed or implied warranties and/or conditions of any nature whatsoever, statutory or otherwise, including but not limited to warranties of merchantability or fitness of the equipment for any particular purpose. Buyer hereby agrees and acknowledges that he/she/it/they has accepted the terms contained herein and specifically those contained in this warranty disclaimer and that the payment of this invoice is evidence of his/hers/its/their acceptance of the terms herein. Please note any payment by you under this invoice does not alter or modify in any way your obligations under the above-referenced Contract, which remains in full force and effect. You must satisfy all obligations under the above-referenced Contract in accordance with the terms and conditions therein.

TOTAL: \$78,120.00

MAKE A PAYMENT & MANAGE YOUR ACCOUNT



ONLINE
MyCatfinancial.com or
the MyCatFinancial app

- Make a payment
- View statements and pay history
- Obtain a buyout quote
- View amortization schedule
- View interest letters
- View e-signed documents
- View wire instructions



Check - First Class Mail
Caterpillar Financial Services
P.O. Box 100647
Pasadena, CA 91189-0647



Check - Overnight Mail
JP Morgan Chase
BOX 100647
2710 Media Center Drive Bld#6 Suite #120
Los Angeles, CA 90065-1746
Attn: Caterpillar Financial Services
Corporation-Lease Service Dept
Reference: Contract Number

CONTACT US



CUSTOMER SERVICE
1-800-651-0567



Customer Service:
NABC.Customerservice@cat.com

Make a payment online at mycatfinancial.com





RING
INVESTMENTS, LLC

500 WORLD COMMERCE PARKWAY
ST. AUGUSTINE, FL 32092
904.494.1101

Calculation of Finance Lease

| | |
|--------------------|------------------------|
| Customer: | <u>Suwannee County</u> |
| Equipment: | <u>KY203684</u> |
| Sales Price | \$ 78,120.00 |
| Trade Allowance | |
| | <u>\$ 78,120.00</u> |
| 6% Fla. Sales Tax | |
| Co. Discretionary | |
| Admin Fee | \$ 350.00 |
| UCC Fee | \$ 35.00 |
| Subtotal | <u>\$ 78,505.00</u> |
| Payoff of Trade in | \$ - |
| Cash Down Payment | \$ - |
| Subtotal | <u>\$ 78,505.00</u> |
| Stamps | \$ - |
| Amount to Finance | <u>\$ 78,505.00</u> |

| | |
|-----------------------|------------------------------|
| Payment: (In Advance) | <u>\$ 27,452.13</u> per Year |
| Term: | <u>3</u> Years |
| | <u>0</u> Hours |

| | |
|--|----------------|
| Purchase Option: | <u>\$ 1.00</u> |
| (Due at end of Lease term or return Machine to Lessor) | |
| Hours Overage Charge: | /Hour |

| | |
|----------------|---------------------|
| Sales Rep: | <u>Todd Sandlin</u> |
| Proposal Date: | <u>10/11/2022</u> |

This document is for informational purposes only, does not constitute a binding agreement, and may be withdrawn without notice.

Proposal completed by: Jim Machmiller



500 World Commerce Parkway
 St. Augustine, FL 32092
 904-494-1101

Document Checklist and Instructions – Governmental Lease Agreement

These documents were prepared especially for: Suwannee County BOCC

| Documents | Instructions for Completing |
|---|--|
| Lease Contract | <input type="checkbox"/> Sign on Page 6, Print Name, Title, Date |
| Delivery Certification | <input type="checkbox"/> Fill in Location, <input type="checkbox"/> Fill in Possession Date <input type="checkbox"/> Sign <input type="checkbox"/> Print Title, Name and Date Signed |
| Insurance (Contract will not be funded until approved Cert of Ins. Is received) | <input type="checkbox"/> Complete the form with the agent information. <input type="checkbox"/> Send form to your agent <input type="checkbox"/> Sign, Print Name, Date |
| Customer Information Verification | <input type="checkbox"/> Review information for accuracy and make corrections as needed. <input type="checkbox"/> Please be sure we have an email address for the person to contact regarding accounts payable. <input type="checkbox"/> Initial |
| Personal Verification Form | <input type="checkbox"/> This form should be completed by your Ring Power Sales Representative <input type="checkbox"/> OR enclose a copy of signer's driver's license. |
| Amortization Schedule | <input type="checkbox"/> For your records – helpful at tax time |
| Machine Repurchase Agreement | <input type="checkbox"/> Please Sign as Customer Representative <input type="checkbox"/> Insert Name, Title and Date |
| Equipment Application Survey | <input type="checkbox"/> Must fill in Current Hours <input type="checkbox"/> Check off items included – see listed items <input type="checkbox"/> Sign, Print Name, Title and Date |

Sales Representative: Todd Sandlin

NOTE:

Payment options: You can pay by via check, ACH (form attached) or online customer portal.

If you want to use our online customer portal, please use this link:

<https://regions.billeriq.com/ebpp/RingInvest/Login/Index>.

If you have any questions regarding completion of these documents, please call 904.494.1101. Thank you.

SUWANNEE COUNTY

Administration

Executive Summary

Objective:

Approval of a finance-to-own lease agreement with Ring Investments LLC to purchase a CAT CS54 vibratory roller

Considerations:

On 11/1/2022 the Board approved the purchase of a CAT CS54 Vibratory Roller for Public works when the unit reached the end of the lease period. Ring Investments has proposed a finance-to-own lease over a 3-year term with an annual payment of \$17,618.84. At the end of the lease term the County will own the equipment for a \$1 final payment. The administration office and County Attorney have begun the review process for the lease agreement. The funds for the annual payment are budgeted.

Recommendation:

- Approval of finance-to-own lease agreement with Ring Investments LLC
- Authorization for the County Administrator to execute the lease agreement documents pending the review and recommendation from the County Attorney

Respectfully submitted,

Greg Scott,

County Administrator

**RING INVESTMENTS, LLC
GOVERNMENTAL LEASE-OPTION TO PURCHASE AGREEMENT**

LESSEE: Suwannee County BD of Commissioners
ADDRESS: 13150 80th Terrace, Live Oak, FL 32064

LESSOR: RING INVESTMENTS, LLC
ADDRESS: 500 World Commerce Pkwy, St. Augustine, FL 32092

Lessor, in reliance on Lessee's selection of the equipment described below ("Unit" or "Units"), agrees to acquire, lease, and let the Units described below to Lessee, and provide Lessee an option to purchase the Units at the end of the lease term, and Lessee agrees to rent, lease, hire and/or purchase the Units from Lessor.

Description of Unit(s)

1. Used CAT CS54 Vibratory Compactor s/n CS500467

Location of Unit(s): Suwannee County

PAYMENT TERMS:

Lease Payments are defined as the amount of principal plus interest due Lessor for each piece of Unit at each periodic interval. If Lessor does not receive a Lease Payment on the date it is due, Lessee shall pay to the Lessor, on demand and in addition to all amounts then due and owing, a late payment charge equal to five percent (5%) of the payment not paid when due or the highest charge allowed by law, whichever is less.

Terms

3 Years

1500 Total Hours

Lessee shall pay to Lessor Three (3) Lease Payments of \$17,618.84 (Seventeen thousand six hundred eighteen and 84/100 Dollars) each. The first Lease Payment shall be due and payable at signing followed by Four (4) successive yearly Lease Payments of \$17,618.84 (Seventeen thousand six hundred eighteen and 84/100 Dollars) each which shall be due and payable each year on the anniversary of the first Lease Payment. Lessee may exercise its option to purchase the Caterpillar CS54 Vibratory Compactor upon 30 days prior written notice to Lessor and payment of \$1.00 (One dollar and 00/100 Dollars), plus all other amounts then owing hereunder.

The payment amounts and due dates for all Units are listed on the Payment Schedule attached hereto and incorporated herein by reference ("Schedule A").

ADDITIONAL TERMS AND CONDITIONS

1. LEASE TERM; NON-APPROPRIATIONS: The Lease term for each Unit shall commence on its "Delivery Date" (which is the later of the date on which (a) Lessor executes this Lease, (b) Lessee or its agent receives possession or takes control of the Unit) and shall continue through the last day of Lessee's fiscal year in which the Delivery Date occurs and, thereafter, shall automatically be extended for successive annual periods coinciding with Lessee's fiscal years. Within seven days following the Delivery Date of each Unit, Lessee shall execute and deliver to Lessor a Delivery Supplement using Lessor's standard form. In the event no funds or insufficient funds are appropriated and budgeted or are otherwise not available in any fiscal year for payments due under this Lease, Lessee will immediately notify Lessor of such occurrence and this Lease shall terminate on the last day of the fiscal year for which appropriations were received without penalty or expense to Lessee, except as to the portions of payments herein agreed upon for which funds shall have been appropriated and budgeted or are otherwise available and except to the extent Lessee has not properly returned the Units to Lessor. Lessee shall continue to make lease payments until the Units are properly returned. Notwithstanding the foregoing, Lessee agrees that, to the extent permitted by law, it will not cancel the Lease under the provisions of this Section 1 if any funds are appropriated to it or by it for the acquisition, retention or operation of the Units or other equipment performing functions similar to the Units for the fiscal year in which termination occurs or the next succeeding fiscal year.

2. PAYMENTS; NET LEASE: During the Lease term, Lessee shall pay Lessor as stated in the above Payment Terms and according to the Payment Schedule shown in Schedule A. Further, upon execution of this Lease, Lessee shall pay Lessor an amount equal to the sum total of the first Lease Payments for all Units (\$17,618.84). This Lease is a net lease, and Lessee shall not be entitled to any abatement or reduction of payment or any setoff against payment, whether arising by reason of any past, present or future claims of any nature by Lessee against Lessor or otherwise. Except as otherwise expressly provided herein, the obligations of Lessor and Lessee shall not be affected by any defect in, damage to, loss of possession or use of any Unit, however caused, by the attachment of any lien or other claim to any Unit, by any interference with Lessee's use of the Unit, for any cause, other than Lessor's failure to satisfy Lessor's Total Maintenance & Repair obligations under this Lease, whether similar or dissimilar to the foregoing, any present or future law to the contrary notwithstanding.

3. DISCLAIMER OF WARRANTIES: Lessee acknowledges and agrees that Lessor is not the manufacturer of the Unit(s) and that Lessee has selected each Unit based on Lessee's own judgment without any reliance whatsoever on any statements or representations made by Lessor. AS BETWEEN LESSOR AND LESSEE, THE UNIT (S) ARE PROVIDED "AS IS" WITHOUT ANY WARRANTIES OF ANY KIND. LESSOR HEREBY EXPRESSLY DISCLAIMS a) ALL WARRANTIES OF MERCHANTABILITY, b) ALL WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, AND c) ALL WARRANTIES AGAINST INFRINGEMENT OR THE LIKE. Lessor assigns to Lessee its interest in any of the manufacturer's warranties on the Unit(s).

4. POSSESSION, USE AND MAINTENANCE: Lessee shall not (a) use, operate, maintain or store any Unit improperly, carelessly, unsafely or in violation of any applicable law or regulation or for any purpose other than in the conduct of Lessee's business; (b) abandon any Unit; (c) sublease any Unit, permit the use of any Unit by anyone other than Lessee, change the use of any Unit from that specified in the attached Application Survey/Usage Rider, or change the location of any Unit from that specified above, without the prior written consent of Lessor, or (d) sell, assign or transfer, or directly or indirectly create or suffer to exist any lien, claim, security interest or encumbrance on any of its rights hereunder or in any Unit. The Units are and shall remain personal property irrespective of their use or manner or attachment to realty. Upon prior notice to Lessee, Lessor or its agent shall have the right (but not the obligation) at all reasonable times to inspect any Unit and maintenance records relating thereto. Lessee shall, at its expense and at all times during the Lease term, maintain the Units in good operating order, repair and condition and shall perform maintenance at least as frequently as set forth in any applicable operator's guide service manual, and lubrication and maintenance guide for the Units. Lessee shall not alter any Unit or affix any accessory or equipment to any Unit if such alteration or addition would impair the originally intended function or use or reduce the value of such Unit. Any alteration or addition to any Unit shall be the responsibility of and at the sole risk of Lessee. All parts, accessories and equipment affixed to any Unit shall be subject to the security interest of Lessor

granted hereunder. If Lessor supplies Lessee with labels stating that the Unit is leased from Lessor, Lessee shall affix and keep them in a prominent place on the Unit.

5. LESSEE'S REPRESENTATION AND WARRANTIES: Lessee represents and warrants to Lessor that (a) Lessee is a fully constituted political subdivision or agency duly organized and existing under the Constitution and laws of the state where the Units will be located; (b) Lessee has the power to enter into and perform this Lease and has taken all necessary and appropriate action to authorize the execution, delivery and performance hereof; (c) this Lease constitutes a valid and legally binding and enforceable obligation of Lessee; (d) the interest payable by Lessee hereunder is excludable from income for Federal income taxation purposes pursuant to Section 103 of the Internal Revenue Code of 1986, as amended (the "Code"); and (e) Lessee has sufficient appropriations or other funds available to pay all amounts due hereunder for the current fiscal year and reasonably believes that funds can be obtained sufficient to make all payments during the term of this Lease. Lessee represents that the use of the Units is essential to Lessee's proper, efficient and economic operation. Lessee acknowledges and agrees that the payments have been calculated by Lessor assuming that the interest portion of each payment is excludable from gross income for Federal income taxation purposes. Lessee represents, warrants and covenants that: (a) Lessee will comply with the information reporting requirements of Section 149(e) of the Code, as the same may be amended from time to time, and such compliance shall include, but not be limited to the execution of information statements requested by Lessor; (b) Lessee will not do or cause to be done any act that will cause, or by omission of any act allow, the Lease to be an arbitrage bond within the meaning of Section 148(a) of the Code; (c) Lessee will not do or cause to be done any act that will cause, or by omission of any act allow this Lease to be a private activity bond within the meaning of Section 141(a) of the Code; (d) Lessee will timely pay to the extent of available funds, amounts required to be rebated to the United States pursuant to Section 148(f) of the Code; (e) Lessee will not do or cause to be done any act that will cause, or by omission of any act allow, the interest portion of the payments to be or become includable in gross income for Federal income taxation purposes under the Code; and (f) Lessee will be the exclusive user and operator of the Units.

6. TAXES: Lessee agrees to promptly pay or reimburse Lessor for all fees and taxes of any nature, together with any penalties, fines or additions to tax, or interest thereon (all of the foregoing hereafter the "Impositions"), arising at any time prior to, during or subsequent to and associated with, the Lease term and levied by any taxing authority with respect to or in connection with any Unit, excluding, however, taxes measured by Lessor's net income (of but not excluding any net income taxes that, by the term of the statute imposing such tax, expressly relieve Lessee or Lessor from the payment of any Impositions that Lessee would otherwise be obligated to pay or reimburse). If Lessor is not entitled to a corresponding and equal deduction with respect to any Imposition that Lessee is required to pay or reimburse and such payment or reimbursement constitutes income to Lessor, then Lessee shall also pay to Lessor the amount of any Impositions that Lessor is obligated to pay in respect of (a) such payment or reimbursement by Lessee and (b) any payment by Lessee made pursuant to this sentence. Lessee shall prepare and file, in a manner satisfactory to Lessor, any reports or returns that may be required with respect to the Units. For purposes of this Section, "Lessor" shall include any affiliated group, within the meaning of Section 1504 of the Code, of which Lessor is a member for any year in which a consolidated or combined income tax return is filed for the affiliated group.

7. LOSS OR DAMAGE; INSURANCE: Lessee assumes all risks and liabilities of loss, damage or Casualty Occurrence (as hereinafter defined) for any cause whatsoever, for condemnation of any Unit prior to, during or subsequent to and associated with, (until the Unit is returned to Lessor pursuant to Section 10) the Lease term. Subject to the limitations of Section 768.28, Florida Statutes, Lessee shall be responsible for injury to or death of any person or damage to any property arising out of or incident to Lessee's possession, use, operation, condition or storage of the Unit. If any Unit becomes damaged, from any cause whatsoever, Lessee shall give Lessor prompt notice thereof. If Lessor reasonably determines that such damage is not irreparable, then Lessee shall, at its expense, promptly restore the Unit to the condition required by Section 4 above, unless that damage was caused by Lessor, in which event, Lessor shall, at its expense, promptly restore the Unit to the condition required by Section 4 above. If any Unit becomes worn out, lost, stolen, destroyed or irreparably damaged (as reasonably determined by Lessor) from any cause whatsoever other than acts of Lessor, or taken by condemnation or otherwise (any such

occurrence herein referred to as a "Casualty Occurrence") prior to, during or subsequent to (until the Unit is returned to Lessor pursuant to Section 10) the Lease term, Lessee shall give Lessor prompt notice thereof. In the event of a Casualty Occurrence, Lessee shall pay to Lessor, on the earlier of (a) the first payment date following such Casualty Occurrence or (b) thirty (30) days following such Casualty Occurrence, a sum (the "Termination Value") equal to (a) the "Beginning Balance" (as specified in the attached Payment Schedule) as of the next payment due following such Casualty Occurrence, plus (b) the amount of the interest portion (as specified in the Payment Schedule) of the next payment due following such Casualty Occurrence multiplied times a fraction the numerator of which is the number of days from the later of (a) the Delivery Date of the Unit or (b) the due date of the payment immediately preceding such Casualty Occurrence until the due date of the payment due hereunder in respect of such Casualty Occurrence and the denominator of which is 360. Lessee, at its expense, shall keep each Unit insured against all risks for not less than the applicable Beginning Balance with respect to such Unit and shall maintain comprehensive public liability insurance covering each Unit for not less than \$1,000,000 for combined coverage for bodily injury and property damage. All insurance shall (a) be in a form and with such companies as Lessor shall approve, (b) specify Lessor (or its designee) as their interest may appear as Additional Insured (as allowed under Section 768.28, Florida Statutes), (c) be primary, without right of contribution from any other insurance carried by Lessor, (d) provide that such insurance may not be cancelled or altered so as to affect the interest of Lessor without at least thirty (30) days' prior written notice to Lessor, and (e) name Lessor (or its designee) as loss payee. Lessee agrees to notify Lessor of any occurrence that may become the basis of an insurance claim hereunder and not to make any adjustments with insurers without Lessor's prior written consent. Prior to the first Delivery Date of any Unit, Lessee shall deliver to Lessor satisfactory evidence of such insurance coverage.

8. WAIVER AND INDEMNITY: WITHOUT WAIVING ITS SOVEREIGN IMMUNITY AND SUBJECT TO THE LIMITATIONS OF SECTION 768.28, FLORIDA STATUTES, LESSEE HEREBY AGREES TO RELEASE, DEFEND, INDEMNIFY AND HOLD HARMLESS LESSOR, ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS AND ASSIGNS FROM AND AGAINST ANY CLAIMS FOR PERSONAL INJURY AND PROPERTY DAMAGE ARISING OUT OF, CAUSED BY, OR RELATING TO USE AND OPERATION OF A UNIT BY LESSEE. UNDER NO CONDITION OR CAUSE OF ACTION SHALL LESSOR BE LIABLE TO LESSEE FOR ANY LOSS OF ACTUAL OR ANTICIPATED BUSINESS OR PROFITS OR LOSS OF USE OR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES.

9. EVENTS OF DEFAULT; REMEDIES: Each of the following shall constitute an "Event of Default" hereunder: (a) Lessee shall fail to make any payment to Lessor when due; (b) any representation or warranty of Lessee contained herein or in any document furnished to Lessor in connection herewith shall be incorrect or misleading when made; (c) Lessee shall fail to observe or perform any other covenant, agreement or warranty made by Lessee hereunder and such failure shall continue for ten (10) days after written notice thereof to Lessee; (d) Lessee shall fail to make any payment on its bonded indebtedness when due; or (e) there shall be a default by Lessee under any other agreement between Lessor and Lessee. If any Event of Default shall occur, Lessor, at its option, may (a) proceed by appropriate court action(s) to enforce this Lease or to recover damages for the breach thereof; (b) by notice in writing to Lessee, terminate this Lease, but Lessee shall remain liable as herein provided, and upon there Lessor may, at its option do any one or more of the following: (b-1) recover forthwith from Lessee (i) any and all amounts then due under this Lease or that may have accrued to the date of such termination (ii) as damages for loss of the bargain and not as penalty, a sum equal to the payments due with respect to the Units and additional security during the balance of the fiscal year, and (iii) any additional damages and expenses sustained by Lessor by reason of the breach of any covenant, representation or warranty contained in this Lease other than for the payment of amounts due hereunder; (b-2) enforce the security interest given hereunder, (b-3) without notice, liability or legal process, enter upon the premises where any of the Units or additional security may be and take possession thereof and (b-4) require Lessee to return the Units and additional security as provided in Section 10. Lessor shall have all rights given to a secured party by law. Provided Lessor receives possession of the Units and additional security following an Event of Default, Lessor may, at its option, undertake commercially reasonable effort to sell or re-lease the Units and additional security, and the proceeds of any such sale or re-lease shall be

applied: first, to reimburse Lessor for all reasonable expenses of retaking, holding, preparing for sale or re-lease and selling or re-leasing the Units and additional security, including all taxes and reasonable attorney's fees and expenses; second, to the extent not previously paid by Lessee, to pay Lessor all amounts, except those specified below, which under the terms of this Lease are due or have accrued as of the date of Lessor's receipt of said proceeds; third, to pay all late charges pursuant to Section 2 hereof; and fourth, to pay Lessor the applicable Termination Value with respect to the Units. Any surplus shall be paid to the person entitled thereto. Lessee shall promptly pay any deficiency to Lessor. Lessee acknowledges that sales for cash or on credit to a wholesaler, retailer or user of the Units are commercially reasonable. Lessee agrees to pay all reasonable attorney's fees and expenses or the actual attorney fees paid by Lessor to its attorney, which ever is greater, plus the allowed costs of in house counsel, plus all costs of collection and all other costs and expenses that may be incurred in connection with trial or appellate proceedings or a bankruptcy case by Lessor in enforcing this Lease. The remedies herein provided shall be cumulative and in addition to all other remedies at law or in equity; provided, however, Lessor shall not be entitled to recover a greater amount in damages than Lessor could have gained through Lessee's full timely and complete performance under this Lease, plus all fees, costs and expenses incurred by Lessor in enforcing this Lease and all late payment charges pursuant to Section 2. If Lessee fails to perform any obligations under this Lease, Lessor may (but need not) at any time thereafter perform such obligation, and the expenses incurred in connection therewith shall be payable by Lessee upon demand.

10. RETURN OF UNIT: Upon any termination of the term of this Lease with respect to each Unit or if Lessor shall rightfully demand possession of any Unit, Lessee, at its expense, shall forthwith deliver the unit to Lessor, appropriately protected and in the condition required by Section 4, at the option of Lessor, to the premises of the nearest Ring Power Corporation location, or on board such carrier as Lessor shall specify and ship the same, freight collect, to the destination designated by Lessor. If the Unit is not in the condition required by Section 4, Lessee shall pay to Lessor, on demand, all costs and expenses incurred by Lessor to bring the Unit into said condition.

11. REPORT TO IRS: Lessee will report this Lease to the Internal Revenue Service by filing Form 8038-G, 8038-GC or 8038 whichever is applicable. Failure to do so will cause the Lease to lose its tax exempt status. Lessee agrees that if the appropriate form is not filed, the interest rate will be adjusted to an equivalent taxable interest rate.

12. OWNERSHIP: The Units are and at all times shall remain the sole and exclusive property of Lessor, and Lessee shall have no right, title, or interest therein or there to unless and until Lessee properly exercises any purchase option set forth herein. This lease is a lease and not a security agreement, and Lessee has no right, title, or interests in the Units except as Lessee.

13. ASSIGNMENT; COUNTERPARTS: Without the prior written consent of Lessor, no assignment of this Lease or any right or obligation hereunder may be made by Lessee or any assignee of Lessee. Lessor may not assign its right, title and interest in and to this Lease and the Units and/or grant or assign a security interest in this Lease and the Units, in whole or in part. Although multiple counterparts of this document may be signed, only the counterpart accepted, acknowledged and certified by Ring Investments, LLC on the signature page thereof as the original will constitute original chattel paper.

14. EFFECT OF WAIVER: No delay or omission to exercise any right or remedy accruing to Lessor hereunder shall impair any such right or remedy nor shall it be construed to be a waiver of any breach or default of Lessee. Any waiver or consent by Lessor under this Lease must be in writing specifically set forth. This Lease completely states the rights of Lessor and Lessee with respect to the Units and supersedes all prior agreements with respect thereto. Time is of the essence of this Lease. No variation or modification of this Lease shall be valid unless in writing and signed by the authorized representatives of Lessor and Lessee. All notices hereunder shall be in writing, addressed to each party at the address set forth on the front of this Lease or at such other address as may be furnished in writing. If any provision of this Lease shall be invalid under any applicable law, such provision shall be deemed omitted but the remaining provisions shall be given effect. All obligation of Lessee under this Lease shall survive the expiration or termination of this Lease to the extent required for their full observance and performance.

15. GENERAL: This Lease shall be governed by and construed under the laws of the State of Florida.

**LESSEE ACKNOWLEDGES HAVING RECEIVED A FULLY COMPLETED AND EXECUTED COPY
OF THIS AGREEMENT**

Lessee: Suwannee County BD of Commissioners

Lessor: RING INVESTMENTS, LLC

By _____

By _____

Name (PRINT) _____

Name (PRINT) _____

Title: Chairman _____

Title: _____

Date: _____

Date: _____

SCHEDULE A
Payment Schedule

01/11/2023 2:05 PM

Suwannee County Board of County Commissioners - CS500467

Compounding Period: Annual

Nominal Annual Rate: 4.990%

Cash Flow Data - Leases and Lease Payments

| Event | Date | Amount | Number | Period | End Date |
|-----------------|------|-----------|--------|--------|----------|
| 1 Lease | TBD | 50,385.00 | 1 | | |
| 2 Lease Payment | TBD | 17,618.84 | 3 | Annual | TBD |
| 3 Residual | TBD | 1.00 | 1 | | |

TValue Amortization Schedule - Normal, 365 Day Year

| Date | Lease Payment | Residual | Interest | Principal | Balance |
|---------------------|------------------|-------------|-----------------|------------------|-----------|
| Lease TBD | | | | | 50,385.00 |
| 1 TBD | 17,618.84 | | 0.00 | 17,618.84 | 32,766.16 |
| 2023 Totals | 17,618.84 | 0.00 | 0.00 | 17,618.84 | |
| 2 TBD | 17,618.84 | | 1,635.03 | 15,983.81 | 16,782.35 |
| 2024 Totals | 17,618.84 | 0.00 | 1,635.03 | 15,983.81 | |
| 3 TBD | 17,618.84 | | 837.44 | 16,781.40 | 0.95 |
| 2025 Totals | 17,618.84 | 0.00 | 837.44 | 16,781.40 | |
| Residual TBD | | 1.00 | 0.05 | 0.95 | 0.00 |
| 2026 Totals | 0.00 | 1.00 | 0.05 | 0.95 | |
| Grand Totals | 52,856.52 | 1.00 | 2,472.52 | 50,385.00 | |

| ANNUAL PERCENTAGE RATE | FINANCE CHARGE | Amount Financed | Total of Payments |
|---|---|---|--|
| The cost of your credit as a yearly rate. | The dollar amount the credit will cost you. | The amount of credit provided to you or on your behalf. | The amount you will have paid after you have made all payments as scheduled. |
| 4.990% | \$2,472.52 | \$50,385.00 | \$52,857.52 |

DELIVERY CERTIFICATION

This pertains to the Lease between Ring Investments LLC as Lessor and Suwannee County Board of County Commissioners as Lessee.

This confirms that the Lessee physically received the following Unit(s) on the possession date below. As of the date of signature of this form, (i) the Unit(s) are in all respects satisfactory to Lessee for leasing under the Lease, and (ii) Lessor has performed all of its obligations under the Lease.

Description of Unit(s) CAT CS54 Vibratory Compactor
s/n CS500467

Location _____

Possession Date _____

Signature _____

Title _____

Print Name _____

Date Signed _____

RING INVESTMENTS, LLC
Attention: Susan Richardson
500 World Commerce Parkway
St. Augustine, FL 32092
Phone: 904/494-1101
Email: susan.richardson@ringpower.com

INSURANCE COVERAGE FOR CONTRACTED EQUIPMENT

TO: Insurance Agent

FROM: Suwannee County Board of County Commissioners 13150 80th Terrace, Live Oak, FL 32064
Customer Name

EQUIPMENT: Used CAT CS54 Vibratory Compactor s/n CS500467 Valued at \$50,385.00
Description, including Serial Number

Per THE LONG-TERM EQUIPMENT LEASE AGREEMENT entered into between Customer shown above and Ring Investments LLC, it is required that Ring Investments, LLC be provided with insurance coverage in accordance with the agreement as indicated below.

- Physical damage coverage must show that Ring Investments LLC, has been named loss payee for the equipment's replacement value.
- The deductible must be shown.
- General liability insurance in the amount of \$1,000,000.00 showing Ring Investments LLC, as additional insured in reference to the machine is required.

Please notify your agent for the proper coverage, and list name and address below.

Insurance Agent: _____

Address: _____

Phone: _____ Fax: _____

Contact Name: _____

Policy Number: _____

Print Name Customer Signature Date

PLEASE FORWARD A COPY OF THE CERTIFICATE OR BINDER EVIDENCING COVERAGE TO:

Ring Investments, LLC
500 World Commerce Parkway
St. Augustine, FL 32092
Attn: Susan Richardson
Fax: 904/281-0155
Email: susan.richardson@ringpower.com

Processing of this transaction will be held pending receipt of this information.

Thank you for your attention in this matter.

RING INVESTMENTS, LLC
 Attention: Susan Richardson
 500 World Commerce Parkway
 St. Augustine, FL 32092
 Phone: 904/494-1101
 Email: susan.richardson@ringpower.com

Customer Information Verification

Please confirm all information listed below – If any information is incorrect, please make corrections in the space provided.

This form should be attached to the contract and made a part thereof. Thank you for your assistance.

| | CURRENT INFORMATION | CORRECTIONS |
|--|--|--|
| Customer Name: | Suwannee County BD of Commissioners _____ | _____ |
| Physical Address: | 13150 80th Terrace Live Oak, FL 32064 _____ | _____ |
| Mailing Address: | 13150 80th Terrace Live Oak, FL 32064 _____ | _____ |
| Equipment Location: | PLEASE PROVIDE _____ | _____ |
| Business Telephone Number: | (386)362-0542 _____ | _____ |
| Contact Person: | _____ | _____ |
| Federal ID #/SS#: | _____ | _____ |
| Email Address for Contact Person: | PLEASE PROVIDE _____ | _____ |
| Tax Exempt Status: | <input type="checkbox"/> *Exempt <input type="checkbox"/> Non-Exempt | *Tax exemption certificate required – please attach and return with your documents (Florida Department of Revenue Form DR14). |

The information above has been reviewed and is accurate to the best of my knowledge with exception of corrections as noted:

Customer Initials _____

Personal Verification Form

I have determined from my personal experience the identity of each of the below-listed individuals associated with the referenced transaction. (Please Print); **or**

I have reviewed a photo identification of each of the below listed individuals associated with the referenced transaction and compared the appearance of the presenting individual to the photo identification. (Please Print)

Name of customer/transaction: _____

1. **Individual's name and title:** _____

a) **Basis of personal knowledge:** _____

b) **Manual verification of photo identification:**

Type of identification reviewed: _____, State of issuance: _____,

Document number: _____, Address shown on identification: _____.

2. **Individual's name and title:** _____

a) **Basis of personal knowledge:** _____

b) **Manual verification of photo identification:**

Type of identification reviewed: _____, State of issuance: _____,

Document number: _____, Address shown on identification: _____.

3. **Individual's name and title:** _____

a) **Basis of personal knowledge:** _____

b) **Manual verification of photo identification:**

Type of identification reviewed: _____, State of issuance: _____,

Document number: _____, Address shown on identification: _____.

Signature of Ring Investments LLC or Dealer representative completing this form:

Signature

Print Name

Date

**RING INVESTMENTS, LLC
EQUIPMENT APPLICATION SURVEY**

Customer Name: Suwannee County BOCC

Location: Suwannee County

Make: CAT

Model: CS54

Quantity: 1

S/N: CS500467

Annual Usage: 500 Hours

Current Hours:

Dealer: Ring Power

Dealer Location: Saint Augustine, FL

***** IMPORTANT INFORMATION *****

RESIDUAL EXCEPTION REQUESTS must be submitted to Ring Investments, LLC for the following applications: landfill, transfer and recycling stations; demolition, scrap yards and steel mills; salt, chemical, and corrosive environments such as fee lots, dairy farms, rendering plants, mushroom farms, fertilizer and lime handling, salt water areas and all hazardous waste handling; dusty or poor underfoot conditions; and all underground mining applications. Any applications requiring unusual attachments, equipment modifications or have non-traditional use of the equipment. Any transaction with five or more of one model.

Please **COMPLETE THE ENTIRE SURVEY** for all transactions including any of the above applications.

MAJOR ATTACHMENTS (Check all that apply):

| | | | | |
|---|--|--|--|---|
| <input type="checkbox"/> 4 Wheel Drive | <input type="checkbox"/> Slope Board | <input type="checkbox"/> Pallet Forks | <input type="checkbox"/> Landscape Rake | <input type="checkbox"/> Concrete Crusher |
| <input type="checkbox"/> Auger | <input type="checkbox"/> Tiller | <input type="checkbox"/> Rotator | <input type="checkbox"/> Metal Shear | <input type="checkbox"/> Forks |
| <input type="checkbox"/> Cab Riser | <input type="checkbox"/> Access Platform | <input type="checkbox"/> Snow Plow | <input type="checkbox"/> Ride Control | <input type="checkbox"/> Long Reach Stick |
| <input type="checkbox"/> Delimber | <input type="checkbox"/> Block Forks | <input type="checkbox"/> Top Clamp | <input type="checkbox"/> Saw Head | <input type="checkbox"/> Mower |
| <input type="checkbox"/> Generator | <input type="checkbox"/> Cold Planer | <input type="checkbox"/> Air Conditioner | <input type="checkbox"/> Solid Tires | <input type="checkbox"/> Ripper |
| <input type="checkbox"/> Lumber Forks | <input type="checkbox"/> E-Stick | <input type="checkbox"/> Broom | <input type="checkbox"/> Trencher | <input type="checkbox"/> Shear Head |
| <input type="checkbox"/> OHT Body Liner | <input type="checkbox"/> Grapple | <input type="checkbox"/> Compactor | <input type="checkbox"/> All-Wheel Steer | <input type="checkbox"/> Special Rims |
| <input type="checkbox"/> Rotasaw | <input type="checkbox"/> Magnet | <input type="checkbox"/> Feller Buncher | <input type="checkbox"/> Cab | <input type="checkbox"/> Winch |

Other:

BLADES AND BUCKETS (Check all that apply):

| | | | | |
|---|--|--|---|---|
| <input type="checkbox"/> PAT Blade | <input type="checkbox"/> Side Dump Bucket | <input type="checkbox"/> Landfill Bucket | <input type="checkbox"/> Chip Blade | <input type="checkbox"/> Angle Blade |
| <input type="checkbox"/> Bottom Dump Bucket | <input type="checkbox"/> "SU" Blade | | <input type="checkbox"/> GP Bucket | <input type="checkbox"/> Coal Blade |
| <input type="checkbox"/> Ejector Bucket | <input type="checkbox"/> Carry Dozer Blade | <input type="checkbox"/> Stag Bucket | <input type="checkbox"/> Multi-Purpose Bucket | <input type="checkbox"/> High Volume Bucket |
| <input type="checkbox"/> Landfill Blade | <input type="checkbox"/> Front Dump Bucket | <input type="checkbox"/> "U" Blade | <input type="checkbox"/> Straight Blade | <input type="checkbox"/> Rock Bucket |

Other:

MARKET CATEGORIES (Check all that apply):

| | |
|--|---|
| <input type="checkbox"/> Heavy Construction – Airports, Bridges, Dams, Highway/Road | <input type="checkbox"/> Quarry – Granite, Limestone, Sand & Gravel |
| <input type="checkbox"/> Building Construction – Commercial, Residential, Utilities | <input type="checkbox"/> Forest Products – Loading, Road Construction, Skidding, Timber Harvesting |
| <input type="checkbox"/> Landscape Construction – Commercial, Residential | <input type="checkbox"/> Forest Products – Mill and Yard Operations |
| <input type="checkbox"/> Mining - Metals – Copper, Gold, Iron, Lead, Silver, Underground, Uranium Zinc | <input type="checkbox"/> Industrial – Dairy/Mushroom Farm, Demolition, Feed Lot, Fertilizer/Lime Handling, Landfills, Rendering Plants, Scrap Handling, Steel Mill, Transfer Stations |
| <input type="checkbox"/> Mining – Non-Metals – Clay, Coal, Oil Sands, Oil Shale, Peat, Underground | <input type="checkbox"/> Governmental – Road Maintenance, Snow Removal |
| <input type="checkbox"/> Petroleum & Gas – Exploration and Development, Pipelines | <input type="checkbox"/> Rental Services – Rental Fleets |

This application survey is considered to be an integral part of the lease between the Lessor and Lessee. The information obtained from this survey will be primary importance in the lease payment schedule. Any change in the location, severity of application, annual hourly usage and/or attachments or configuration must be approved in writing by Ring Investments, LLC.

Lessee: SUWANNEE COUNTY BOARD OF COUNTY COMMISSIONERS

Lessor: RING INVESTMENTS, LLC

Signature: _____

Signature: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

MANDATORY CONDITION OF EQUIPMENT UPON RETURN:

Lessee agrees that each Unit, upon its return, shall:

MAINTENANCE AND GENERAL REQUIREMENTS:

- Give the Lessor sixty (60) days notice prior to the Lease termination date of Lessee's intention to return any and all units to the Lessor.
- Return the units in the same configuration, with all attachments, as when delivered at lease inception. Lessee is responsible for costs, including but not limited to, fees, taxes and duties associated with tear down, loading, shipping and unloading of units to a site designated by the Lessor.
- Ensure the units upon return are thoroughly cleaned, steamed cleaned if available, and free from all oil, hydraulic and fuel leaks.
- Operate and maintain all units in accordance with Caterpillar Lubrication and Maintenance and Operators guide books, and insure all maintenance is performed at recommended intervals and only genuine Caterpillar filters and parts are used for all maintenance and repairs. All units must be in good operating condition and be able to perform all tasks under rated load.
- Enroll all units in a Caterpillar dealer Scheduled Oil Sampling (SOS) or comparable program, where available, for the entire term of the lease, and insure all fuels, lubricants, additives, and radiator water is clean and complies with Caterpillar recommended standards.
- Ensure all units are operated only in the applications for which they were designed and manufactured.
- Maintain a working engine hour meter at all times. Keep complete records of all hour meter changes along with major component change outs and routine maintenance and repair records.
- Ensure all service contracts are fully implemented and all maintenance and repairs are made on schedule. Product Improvements Programs (PIP's) must be complete before units are returned. **ATTACH A COPY OF ANY AND ALL REPAIR AND MAINTENANCE CONTRACTS AND PLANNED COMPONENT REPLACEMENT PROGRAMS.**
- Provide a secured place to store off-lease units upon request from the Lessor. Provide access to the units for purposes of maintenance or demonstration to prospective buyers at Lessor's request.

Specific TINWARE AND SAFETY REQUIREMENTS:

- Ensure the operator's compartment is clean, and all switches, monitoring systems (EMS, VIMS, VIDS), gages, control levers, pedals, radio, mirrors, seats, insulation and all other contents are complete and in good working order.

- Ensure all window glass is clear, and free from cracks and major pitted, all window frames, doors and weather stripping are complete, and all service access compartment covers and doors, fenders, and other flat metal or plastic surfaces are in good working order and free from dents and cracks.
- Ensure all standard Caterpillar and non-Caterpillar safety items are complete and in good working order, including but not limited to roll over protection (ROPS) and falling object protections (FOPS) systems, seat belts, steps, safety rails, grab irons, cat walks, fire suppression systems, warning alarms, cameras and monitors.
- Ensure all electrical components, including but not limited to, wiring harness, batteries, alternators, drive belts, lighting and air conditioning systems are complete and in good working order
- Ensure all repairs made to main structures, including but not limited to, main frames, roller frames, car bodies, swing gears, drawbars, circles, component housings, loader arms, booms, sticks, tag links, loader linkages, truck bodies, buckets, rippers and arches must be accomplished in accordance with factory recommended materials and repair procedures.

REMAINING LIFE REQUIREMENTS:

- Ensure all ground engaging tools, including but not limited to, buckets, dozer blades, base cutting edges, rippers, scarifiers, drums, feet tines, screeds, elevator flights, forks, and top clamps have good structural integrity and have fifty percent (50%) minimum remaining life.
- Return all track and rubber belted units with a minimum of fifty percent (50%) remaining life on each and every component, including but not limited to, track shoes, links, pins, bushings, idlers, bogies, sprockets, carrier rollers, and track rollers, belts can not have any cuts that extend into the cords and must not be missing guide blocks or grouser bars (lugs). Charges will be assessed for each component not meeting the requirement.
- Return all rubber tire units with a minimum of fifty percent (50%) remaining life of the original tread life of each tire. Recapped tires are not acceptable substitutes. All tires must be a matched set with the same tread type and pattern and have no significant cuts or chunking of the tread or side walls. Skid Steer tires are exempt from this provision.

LESSOR RETAINS THE RIGHT TO ASK FOR ANY AND ALL REPAIR AND MAINTENANCE RECORDS DURING THE LEASE TERM AND/OR LEASE TERMINATION. A FULL MACHINE INSPECTION MAY BE CONDUCTED AT LESSEE'S EXPENSE ANY TIME EVIDENCE DEMONSTRATES MACHES ARE BEING ABUSED FROM NEGLIGENCE OR MISAPPLICATION.

REMEDY FOR RETURN CONDITIONS:

Lessee will be invoiced for the parts and labor based on RPC's retail prices and retail labor rates to replace tires, undercarriage components, belts and all other non-conforming components as outlined in the "REMAINING LIFE REQUIREMENTS" section of the Mandatory Condition of Equipment Upon Return. The invoiced amounts will be based on the following percentages of remaining life and is payable upon receipt of invoice:

| | |
|--|--|
| <u>Life Remaining</u> 50% or greater 31% to 49% 0% to 30% | <u>Charge To Lessee</u> No charge to Lessee 50% charge to Lessee 70% charge to Lessee |
|--|--|

MAXIMUM USAGE:

The model listed and equipped as stated above will be operated an estimated total of 41.66 HOURS PER MONTH over a term of 36 MONTHS for total usage during the leasing term of 1500 HOURS. This total usage combined with any accumulated HOURS prior to the Lease inception date, as stated above under current miles, will be the **total allowable machine hours** for the life of the Lease and the basis for any overuse charges.

Total Lease Hours 1500 + Starting Hours 2500 = Total Allowable Machine Hours 4000

OVERUSE CALCULATION:

In addition to the Lessor's other rights herunder and not in lieu thereof, Lessee shall pay Lessor additional rent for each hour in excess of the Total Allowable Machine Miles established for the Lease as stated above. This hourly rate shall be **\$35.23 per hour**. **Please note: To avoid overuse charges, notify Ring Power Corporation immediately of any increase in machine usage that will cause the total usage to exceed the "Total Allowable Machine Hours" as stated above. The Lease contract will be adjusted to reflect the correct hours usage.**



| | | | | |
|--------------------------------------|--------------------------------------|--------------------------------------|-------------------------------------|----------------------------------|
| Brooksville 352-796-4978 | Daytona Beach 386-947-3363 | Gainesville 352-371-9983 | Jacksonville 904-714-2600 | Lake City 386-755-3997 |
| Lakeland 863-606-0512 | Ocala 352-732-2800 | Orlando 407-855-6195 | Palm Bay 321-952-3001 | Perry 850-584-2800 |
| Pompano Beach 854-977-5010 | Sarasota 941-753-7535 | St. Augustine 904-737-7730 | Tallahassee 850-562-2121 | Tampa 813-671-3700 |

Date: 1/11/23

Machine Repurchase Agreement

Quote Prepared for: Suwannee County Board of County Commissioners

Machine Description

| | | |
|----------------------------------|--------------------|----------------------|
| Serial Number CS500467 | Make CAT | Model CS54 |
|----------------------------------|--------------------|----------------------|

Guarantee Repurchase Option

| | |
|--|---|
| Term 3 Years/ 1500 Total Hours | Guaranteed Repurchase Option \$1.00 |
|--|---|

The guaranteed repurchase constitutes an agreement between the equipment purchaser listed above and Ring Power Corporation. This agreement becomes effective on the original delivery date of the equipment and shall expire when either the machine ownership period or hours of usage indicated above have been exceeded. This contract is not transferable unless otherwise agreed upon, in writing, by Ring Power Corporation. Exercising the repurchase option is solely the right of the customer listed above.

To maintain the repurchase agreement the equipment owner agrees that each unit, upon its return, shall:

1. Be in sound mechanical shape and be in good working order under full payload.
2. Have no missing sheet metal, glass or parts. Damages to machine shall not exceed \$1,500.
3. Have no structural damage to frame.
4. Have all PM (Planned Maintenance) services up to date. A record of past services and fluid analysis/oil samples being completed following manufacturer recommendations shall be provided with equipment return.
5. Shall be returned with any and all attachments, accessories or upgrades originally sold with unit; and
6. A) Have tires in safe and operable condition with a minimum of forty percent (40%) original tread life remaining. Tires must have matching tread pattern and meet original bid spec requirements on return.

OR

B) Have a minimum of fifty percent (50%) life remaining on all undercarriage components including track shoes, links, pins and bushings, idlers, bogies, sprockets, carrier rollers and track rollers. Undercarriage components must be Caterpillar OEM parts.

7. Any parts replaced due to wear or damage must be Caterpillar OEM parts.

The condition of each unit shall be determined by an inspection report completed by Ring Power Corporation prior to its return. At the equipment owners discretion they may correct any deficiencies within a reasonable period, accept a lower repurchase price determined by Ring Power Corporation, or reimburse Ring Power Corporation for necessary repairs to restore the unit to agreed upon condition.

Name of Authorized Customer Representative

Ring Power Sales Rep.

Title

Date: _____

Signature

Ring Power Sales Manager

Date: _____

Date: _____



Ring Investments, LLC
500 World Commerce Parkway
St Augustine, FL 32092
904-494-1101

INVOICE

SUWANNEE COUNTY BOCC
13150 80th Terrace
Live Oak, FL 32064

Invoice No.:

50992

Payment Due Date:

December 1, 2022

Account No.:

SUWCO.36

Annual Lease Payment for:
CS54B Vibratory Soil Compactor, Serial No. CS500467

Amount Due

\$17,618.84

We appreciate your prompt payment
Fax: 904-281-0155
Email: Susan.Richardson@ringpower.com or Lisette.Vega@ringpower.com

Please make check payable to and mail to:
Ring Investments, LLC
500 World Commerce Parkway
St. Augustine, FL 32092



500 World Commerce Parkway
 St. Augustine, FL 32092
 904-494-1101

Document Checklist and Instructions – Governmental Lease Agreement

These documents were prepared especially for: Suwannee County BOCC

| Documents | Instructions for Completing |
|---|--|
| Lease Contract | <input type="checkbox"/> Sign on Page 6, Print Name, Title, Date |
| Delivery Certification | <input type="checkbox"/> Fill in Location, <input type="checkbox"/> Fill in Possession Date <input type="checkbox"/> Sign <input type="checkbox"/> Print Title, Name and Date Signed |
| Insurance (Contract will not be funded until approved Cert of Ins. Is received) | <input type="checkbox"/> Complete the form with the agent information. <input type="checkbox"/> Send form to your agent <input type="checkbox"/> Sign, Print Name, Date |
| Customer Information Verification | <input type="checkbox"/> Review information for accuracy and make corrections as needed. <input type="checkbox"/> Please be sure we have an email address for the person to contact regarding accounts payable. <input type="checkbox"/> Initial |
| Personal Verification Form | <input type="checkbox"/> This form should be completed by your Ring Power Sales Representative <input type="checkbox"/> OR enclose a copy of signer's driver's license. |
| Amortization Schedule | <input type="checkbox"/> For your records – helpful at tax time |
| Machine Repurchase Agreement | <input type="checkbox"/> Please Sign as Customer Representative <input type="checkbox"/> Insert Name, Title and Date |
| Equipment Application Survey | <input type="checkbox"/> Must fill in Current Hours <input type="checkbox"/> Check off items included – see listed items <input type="checkbox"/> Sign, Print Name, Title and Date |

Sales Representative: Todd Sandlin

NOTE:

Payment options: You can pay by via check, ACH (form attached) or online customer portal.

If you want to use our online customer portal, please use this link:

<https://regions.billeriq.com/ebpp/RingInvest/Login/Index>.

If you have any questions regarding completion of these documents, please call 904.494.1101. Thank you.

SUWANNEE COUNTY

Administration

Executive Summary

Objective:

Approval of a equipment repurchase agreement with Alta Equipment Company for a Volvo L70H Wheel Loader

Considerations:

On 1/17/2023 the Board approved the procurement of a new Volvo L70H Wheel Loader with a solid waste configuration for the County Transfer Station. This repurchase agreement provides the County with the ability to return the equipment at the end of the lease agreement. The Administration Office and County Attorney have begun the review process for the lease agreement. There is no payment or expense associated with this agreement.

Recommendation:

- Approval of repurchase agreement with Alta Equipment Company
- Authorization for the County Administrator to execute the lease agreement documents pending the review and recommendation from the County Attorney

Respectfully submitted,

Greg Scott,
County Administrator



Volvo Construction Equipment Buyback Agreement (Alta Construction Equipment Florida/Suwannee County BOCC)

Customer Name: Suwannee County BOCC
Address: 10910 144th Street Live Oak, FL 32060

Dear Suwannee County BOCC:

This Agreement addresses the buyback option on one Volvo L70H Wheel Loader.

Alta Construction Equipment Florida agrees to a guaranteed buyback of one: Volvo L70H Wheel Loader SN#TBD subject to the following conditions:

1. Customer may exercise a 5 year buyback from the date of delivery of these machines.
2. Customer must give Alta Construction Equipment Florida 30 calendar days written notice of intent to exercise its rights under this Buyback Agreement.
3. The buyback amount in year 5 will be \$55,000 and the machines must not have in excess of 7,500 hours on the hour meter. Excess hours will be charged at \$50.00 per hour.
4. Customer must have annual Customer Maintenance Inspections (CMI's) performed on the machines by Alta Construction Equipment Florida in accordance with the Customized Maintenance Inspection Program. This requirement will be waived so long as a Total Maintenance & Repair (TM&R) Contract is in effect.
5. Oil samples must be taken and submitted on a regular basis (the costs of which shall be paid by customer). This requirement will be waived so long as a Total Maintenance & Repair (TM&R) Contract is in effect.
6. The machines will be returned FOB Alta Construction Equipment Florida 539 SW Arrowhead Terrace Lake City, FL 32024 on the date of exercise of this Buyback Agreement, cleaned and in good operating condition (fully functional), less normal wear and tear. This requirement will be waived if a replacement machine is purchased from Alta Construction Equipment Florida at the conclusion of the buy back period. While in customer possession, the machines shall be serviced per Volvo maintenance specifications. The machines must include all original Volvo original parts components, except tires. All tires shall be of the same original size, type and manufacturer (or similar quality as manufacturer if the original manufacturer no longer produces tires of that type) as upon delivery to Customer. On each item of Equipment, the tires shall have no missing or damaged parts, gouges, or section repairs. All tires shall have a minimum of fifty percent (30%) remaining wear using standard measurement practices.
7. Customer shall be responsible for the cost of any necessary repairs to put the machines in good operating condition (fully functional and in compliance with all regulations). At its option, Alta Construction Equipment Florida may inspect the machines after receipt of the thirty-day notice of exercise of the buyback. Customer agrees to cooperate in such inspection, including making service records available. Customer agrees to pay the estimated cost of repairs determined to be necessary by said inspection, at the time of exercise of this Buyback Agreement.

8. At the time of exercise of its rights hereunder, customer shall provide Alta Construction Equipment Florida with a bill of sale certifying the machines to be free and clear of all liens and encumbrances and shall execute such other documents as Alta Construction Equipment Florida and/or Volvo may reasonably request.

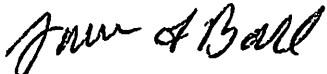
AGREED AND ACCEPTED this _____ day of _____ .

Dealer: Alta Construction Equipment Florida

Customer: _____

By: James T. Ball

By: _____



Title: Vice President

Title: _____

SUWANNEE COUNTY

Administration

Executive Summary

Objective:

Approval of Amendment #4 to the DEP Sewer Plant Grant agreement (SUW Co Agmt 2018-13)

Considerations:

As the Administration Office prepared the final request for reimbursement against the DEP Sewer Plant Agreement, it was noted that the cost categories for expenses needed did not provide sufficient funding to address construction costs. Additionally, it was noted that the expenses for the project exceeded the grant funding amount by \$7,985.59. A discussion was held with the DEP grant manager to discuss both items.

DEP has approved an increase to the grant funding to match the shortfall of \$7,985.59. Additionally, the expense funding category amounts were revised to better align with the project construction costs. All of these changes to the grant agreement are reflected in Amendment #4.

Recommendation:

- Approval of Amendment #4 to the DEP Sewer Plant Grant agreement (SUW Co Agmt 2018-13)

Respectfully submitted,

Greg Scott,
County Administrator

**AMENDMENT NO. 4
TO AGREEMENT NO. LP61040
BETWEEN
FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
AND
SUWANNEE COUNTY**

This Amendment to Agreement No. LP61040 (Agreement), as previously amended, is made by and between the Department of Environmental Protection (Department), an agency of the State of Florida, and the Suwannee County (Grantee), on the date last signed below.

WHEREAS, the Department entered into the Agreement with the Grantee for Suwannee I-75/CR 136 Sewage Treatment Facility (Project), effective January 10, 2018; and,

WHEREAS, \$7,985.59 in additional funding for this Project is provided under Line Item 1606 of the 2017-2018 General Appropriations Act; and the total funding for this Agreement is now \$3,287,985.59; and,

WHEREAS, the Grantee has requested a budget reallocation for the Project; and,

WHEREAS, the Grantee has requested to remove a task from the Grant Work Plan; and,

WHEREAS, the parties have agreed to add a new budget category to the Agreement; and,

WHEREAS, other changes to the Agreement are necessary; and,

WHEREAS, the parties have agreed to amend the Agreement as set forth herein.

NOW THEREFORE, the parties agree as follows:

- Section 5. of the Standard Grant Agreement is hereby revised to the following:

| Total Amount of Funding: | Funding Source? | Award #s or Line Item Appropriations: | Amount per Source(s): |
|---|--|---------------------------------------|-----------------------|
| \$3,287,985.59 | <input checked="" type="checkbox"/> State <input type="checkbox"/> Federal | LP, GAA LI 1606A, FY 17-18, GR | \$500,000.00 |
| | <input checked="" type="checkbox"/> State <input type="checkbox"/> Federal | Springs, GAA LI 1606, FY 17-18, LATF | \$2,787,985.59 |
| | <input type="checkbox"/> Grantee Match | | |
| Total Amount of Funding + Grantee Match, if any: | | | \$3,287,985.59 |

- Section 4. of Attachment 2 is hereby revised to the following:

Reimbursement for costs or availability for costs to meet matching requirements shall be limited to the following budget categories, as defined in the Reference Guide for State Expenditures, as indicated:

| <u>Reimbursement</u> | <u>Match</u> | <u>Category</u> |
|-------------------------------------|--------------------------|---|
| <input type="checkbox"/> | <input type="checkbox"/> | Salaries/Wages |
| | | Overhead/Indirect/General and Administrative Costs: |
| <input type="checkbox"/> | <input type="checkbox"/> | a. Fringe Benefits, N/A. |
| <input type="checkbox"/> | <input type="checkbox"/> | b. Indirect Costs, N/A. |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Contractual (Subcontractors) |
| <input type="checkbox"/> | <input type="checkbox"/> | Travel, in accordance with Section 112, F.S. |
| <input type="checkbox"/> | <input type="checkbox"/> | Equipment |
| <input type="checkbox"/> | <input type="checkbox"/> | Rental/Lease of Equipment |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Miscellaneous/Other Expenses |
| <input type="checkbox"/> | <input type="checkbox"/> | Land Acquisition |

3. Section 5. of Attachment 2 is hereby deleted in its entirety and replaced with the following:

Land Acquisition.

There will be no Land Acquisitions funded under this Agreement.

4. Attachment 3-2, Revised Grant Work Plan, is hereby deleted in its entirety and replaced with Attachment 3-3, Revised Grant Work Plan, as attached to this Amendment and hereby incorporated into the Agreement. All references in the Agreement to Attachment 3 shall hereinafter refer to Attachment 3-3, Revised Grant Work Plan.
5. Attachment 5, Special Audit Requirements, is hereby deleted in its entirety and replaced with Attachment 5-1, Revised Special Audit Requirements, attached hereto and made a part of the Agreement. All references in the Agreement to Attachment 5, shall hereinafter refer to Attachment 5-1, Revised Special Audit Requirements.
6. All other terms and conditions of the Agreement remain in effect. If and to the extent that any inconsistency may appear between the Agreement and this Amendment, the provisions of this Amendment shall control.

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The parties agree to the terms and conditions of this Amendment and have duly authorized their respective representatives to sign it on the dates indicated below.

SUWANNEE COUNTY

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

By: _____
Authorized Signature

By: _____
Secretary or Designee

Franklin White, Chairman
Print Name and Title

Angela Knecht, Division Director
Print Name and Title

Date: 2/21/2023

Date: _____

Zach Easton, DEP Grant Manager

Michael Barr, DEP QC Reviewer

List of attachments/exhibits included as part of this Amendment:

| <u>Specify Type</u> | <u>Letter/ Number</u> | <u>Description</u> |
|---------------------|-----------------------|------------------------------------|
| Attachment | 3-3 | Revised Grant Work Plan |
| Attachment | 5-1 | Revised Special Audit Requirements |

ATTACHMENT 3-3 REVISED GRANT WORK PLAN

PROJECT TITLE: Suwannee I-75/CR 136 Sewage Treatment Facility

PROJECT LOCATION: The Project will be located at the I-75/CR 136 Interchange in the community of Wellborn in Suwannee County. The general project area coordinates are Lat/Long (30.3173, -82.8071). See Figure 1 for a location map.

PROJECT BACKGROUND: The area surrounding the I-75/CR 136 Interchange has had groundwater and wastewater capacity issues that have impacted commercial and industrial development. Suwannee County (Grantee) has prioritized updating the existing wastewater infrastructure to reduce wastewater pollution and nutrient loading to the Suwannee River, White Springs, and Blue Sink Springs.

The Grantee has been awarded a Legislative Appropriations Grant of \$500,000 for the “Suwannee I-75/CR 136 Sewage Treatment Facility” project. The Grantee has also been awarded a Legislative Springs Grant of \$2,780,000 for the “I-75/CR 136 Wastewater improvements, Septic Elimination” project. The funding for both grants will be combined within this agreement and will be titled as “Suwannee I-75/CR 136 Sewage Treatment Facility.”

PROJECT DESCRIPTION: The Project will include the removal of approximately 32 commercial onsite sewage treatment and disposal systems (OSTDSs) and the construction of a wastewater collection system, a lift station, and a new wastewater treatment plant (WWTP). The Grantee will perform a pre-design study to identify task specifications and to evaluate potential locations for the WWTP and its corresponding disposal site(s) with special consideration to wetland treatment and aquifer recharge. The commercial OSTDSs will be removed, and the associated establishments will be connected to the new wastewater collection system. A sewer line running underneath I-75 will be built to connect the eastern and western sides of I-75 with the lift station and WWTP to be located most likely on the western side of I-75. The Project will increase the area’s wastewater capacity and will mitigate potential wastewater pollution to the Suwannee River, White Springs, and Blue Sink Springs.

The DEP Grant Funds associated with this Agreement were awarded based on local contributions pledged towards the total project costs: \$550,000 from Suwannee County. A summary of the local contributions will be required in the Final Quarterly Progress Report, and financial supporting documentation shall be provided upon request.

TASKS: All documentation should be submitted electronically unless otherwise indicated.

Task 1: Pre-Design Study

Deliverables: The Grantee will prepare a Preliminary Engineering Report to identify tasks, funding sources and pre-design analysis of the WWTP site and treated effluent disposal site/system.

Documentation: The Grantee will submit the final pre-design report.

Performance Standard: The Department’s Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department’s Grant Manager, the Grantee may proceed with payment request submittal.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement following the conclusion of the task.

Task 2: Reserved

Task 3: Preconstruction Activities

Deliverables: The Grantee has procured professional engineering services in accordance with state law prior to execution of this Agreement. The Grantee will complete the design of a wastewater treatment plant, a wastewater collection system, lift station, and OSTDS removals, and obtain all necessary permits for construction of the project. The Grantee will also complete a facility rate study and topographical surveys.

Documentation: The Grantee will submit: 1) a signed acceptance of the completed work to date, as provided in the Grantee's Certification of Payment Request; and 2) a summary of design activities to date, indicating the percentage of design completion for the time period covered in the payment request. For the final documentation, the Grantee will also submit: a copy of the design completed with the funding provided for this task; a list of all required permits identifying issue dates and issuing authorities; and documentation summarizing the facility rate study and topographical surveys.

Performance Standard: The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, the Grantee may proceed with payment request submittal.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement no more frequently than monthly.

Task 3: Preconstruction Activities

Deliverables: The Grantee has procured professional engineering services in accordance with state law prior to execution of this Agreement. The Grantee will complete the design of a wastewater treatment plant, a wastewater collection system, lift station, and OSTDS removals, and obtain all necessary permits for construction of the project. The Grantee will also complete a facility rate study and topographical surveys.

Documentation: The Grantee will submit: 1) a signed acceptance of the completed work to date, as provided in the Grantee's Certification of Payment Request; and 2) a summary of design activities to date, indicating the percentage of design completion for the time period covered in the payment request. For the final documentation, the Grantee will also submit: a copy of the design completed with the funding provided for this task; a list of all required permits identifying issue dates and issuing authorities; and documentation summarizing the facility rate study and topographical surveys.

Performance Standard: The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, the Grantee may proceed with payment request submittal.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement no more frequently than monthly.

Task 4: Bidding and Contractor Selection

Deliverables: The Grantee will subcontract the construction of a wastewater treatment plant, wastewater collection system, lift station, and OSTDS removals with a qualified and licensed contractor, selected through the Grantee's procurement process. The Grantee shall prepare and solicit bids utilizing a bid package in accordance with state and federal laws and this Agreement. Included in this task are pre-bid meeting(s) in response to bid questions.

Documentation: The Grantee will submit: 1) the public notice of advertisement for the bid, 2) the bid package, and 3) a written notice of selected contractor(s).

Performance Standard: The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, the Grantee may proceed with payment request submittal.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement following the conclusion of the task.

Task 5: Project Management

Deliverables: The Grantee will perform project management, to include field engineering services, construction observation, site meetings with construction contractor and design professionals, and overall project coordination and supervision. If the Grantee contracts these services, the Grantee will procure such services in accordance with state law.

Documentation: The Grantee will submit interim progress status summaries including summary of inspection(s), meeting minutes and field notes, as applicable.

Performance Standard: The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, the Grantee may proceed with payment request submittal.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement no more frequently than monthly.

Task 6: Construction

Deliverables: The Grantee will construct a wastewater treatment plant, a wastewater collection system, lift station, and OSTDS removals in accordance with the construction contract documents. The Grantee will also directly purchase a 1000-gallon propane tank that will be installed at the wastewater treatment plant and include start-up costs.

Documentation: The Grantee will submit a signed acceptance of the completed work to date by the Grantee and the Engineer's Certification of Payment Request.

Performance Standard: The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, the Grantee may proceed with payment request submittal.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement no more frequently than monthly.

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PROJECT TIMELINE & BUDGET DETAIL: The tasks must be completed by, and all documentation received by, the corresponding task end date.

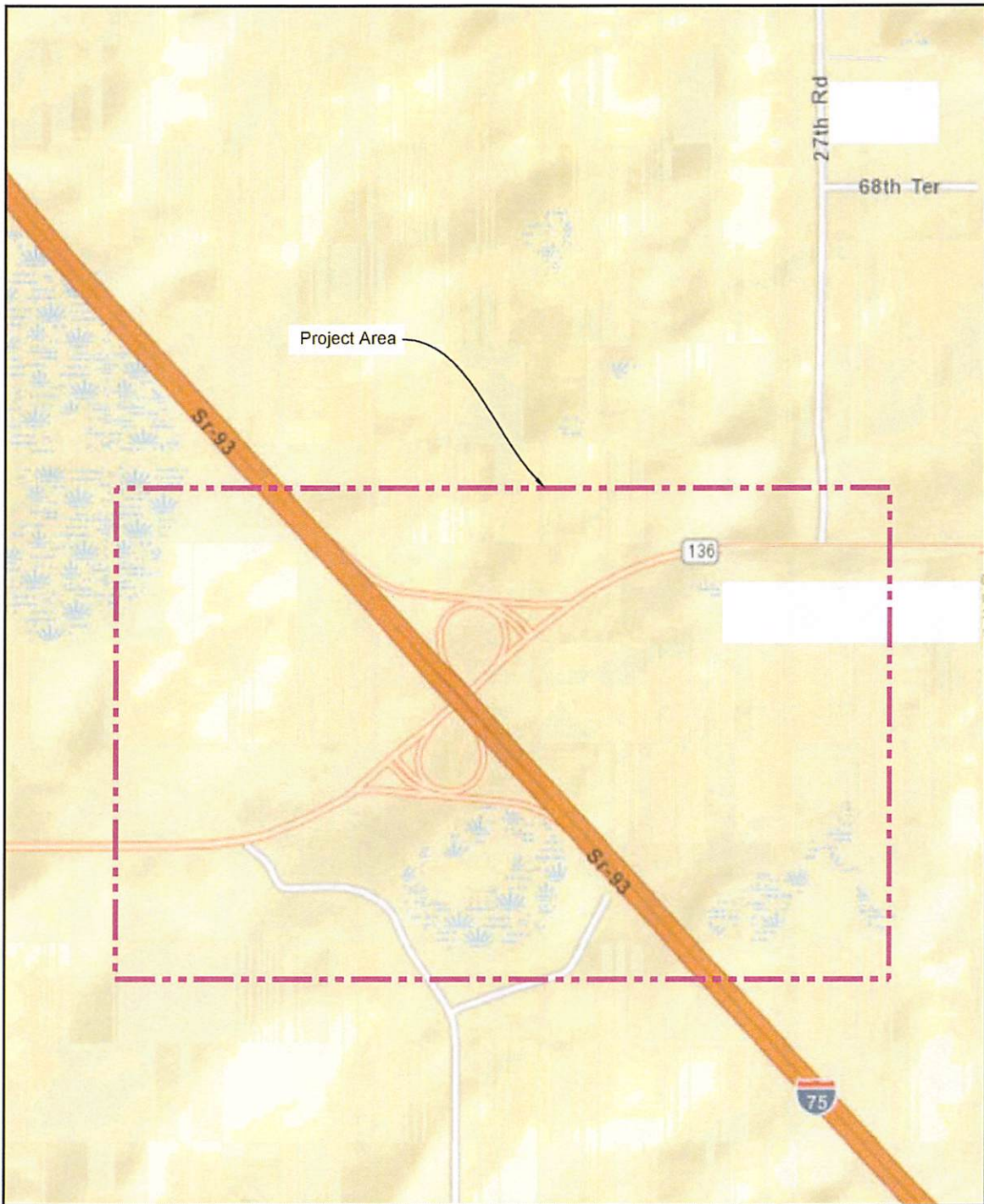
| Task No. | Task Title | Budget Category | Budget Amount | Task Start Date | Task End Date |
|-----------------|----------------------------------|----------------------------------|----------------------|------------------------|----------------------|
| 1 | Pre-Design Study | Contractual Services | \$113,730.00 | 07/01/2017 | 03/31/2023 |
| 2 | Reserved | | | | |
| 3 | Preconstruction Activities | Contractual Services | \$261,065.00 | 07/01/2017 | 03/31/2023 |
| 4 | Bidding and Contractor Selection | Contractual Services | \$6,390.00 | 07/01/2017 | 03/31/2023 |
| 5 | Project Management | Contractual Services | \$7,920.00 | 07/01/2017 | 03/31/2023 |
| 6 | Construction | Contractual Services | \$2,892,408.60 | 07/01/2017 | 03/31/2023 |
| | | Miscellaneous/ Other Expenses | \$6,471.99 | | |
| Total: | | | \$3,287,985.59 | | |


Note that, per Section 8.h. of Attachment 1 in the Agreement, authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of the Department if the Legislature reduces or eliminates appropriations. Extending the contract end date carries the risk that funds for this project may become unavailable in the future. This should be a consideration for the Grantee with this and future requests for extension.

At times, it may be necessary for Grantee to provide notification to the Department that a task budget will need to be increased due to further information obtained while performing the service. With the approval of the Department, Grantee may continue to perform the work and the Department will seek to amend the Agreement to allow for the addition of available funds to pay for the extra services. It is the intention of the Department that the extra services performed prior to the execution of a funds-added amendment will be eligible for reimbursement so long as the Department has given prior consent and the services are related to the initial project.

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Figure 1. Location Map



| | | |
|--|---|--|
| <p>DARABI AND ASSOCIATES, INC. Environmental Consultants</p> | <p>Site Location Map Sewer System Feasibility Study White Springs, Suwannee County, Florida</p> | <p>FIGURE 1  SCALE: NTS</p> |
|--|---|--|

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Revised Special Audit Requirements
(State and Federal Financial Assistance)

Attachment 5-1

The administration of resources awarded by the Department of Environmental Protection (*which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the agreement*) to the recipient (*which may be referred to as the "Recipient", "Grantee" or other name in the agreement*) may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by DEP Department staff, limited scope audits as defined by 2 CFR 200.425, or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in 2 CFR §200.330

1. A recipient that expends \$750,000 or more in Federal awards in its fiscal year, must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department of Environmental Protection. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR 200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200.514 will meet the requirements of this part.
2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR 200.508-512.
3. A recipient that expends less than \$750,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F-Audit Requirements. If the recipient expends less than \$750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F-Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other federal entities).
4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at <https://sam.gov/content/assistance-listings>.

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through the Department of Environmental Protection by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year (for fiscal year ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than \$750,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at <https://apps.fldfs.com/fsaa> for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at <http://www.leg.state.fl.us/Welcome/index.cfm>, State of Florida's website at <http://www.myflorida.com/>, Department of Financial Services' Website at <http://www.fldfs.com/> and the Auditor General's Website at <http://www.myflorida.com/audgen/>.

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and required by PART I of this form shall be submitted, when required by 2 CFR 200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR 200.36 and 200.512
 - A. The Federal Audit Clearinghouse designated in 2 CFR §200.501(a) (the number of copies required by 2 CFR §200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

By Mail:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at <http://harvester.census.gov/facweb/>

2. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

- A. The Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

- B. The Auditor General's Office at the following address:

Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, Florida 32399-1450

The Auditor General's website (<http://flauditor.gov/>) provides instructions for filing an electronic copy of a financial reporting package.

3. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

4. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with 2 CFR 200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

5. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with 2 CFR 200, Subpart F-Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (non and for-profit organizations), Rules of the Auditor General, should indicate the date and the reporting package was delivered to the recipient correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of the award and this Agreement for a period of **five (5)** years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **three (3)** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

EXHIBIT – 1

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Note: If the resources awarded to the recipient represent more than one federal program, provide the same information shown below for each federal program and show total federal resources awarded

| Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following: | | | | | |
|--|-----------------------|--------------------|-------------------|-----------------------|-------------------------------------|
| Federal Program A | Federal Agency | CFDA Number | CFDA Title | Funding Amount | State Appropriation Category |
| | | | | \$ | |
| | | | | | |
| | | | | | |
| Federal Program B | Federal Agency | CFDA Number | CFDA Title | Funding Amount | State Appropriation Category |
| | | | | \$ | |
| | | | | | |
| | | | | | |

Note: Of the resources awarded to the recipient represent more than one federal program, list applicable compliance requirements for each federal program in the same manner as shown below:

| | | |
|--------------------------|--|--|
| Federal Program A | First Compliance requirement: i.e.: (what services of purposes resources must be used for) | |
| | Second Compliance requirement: i.e.:(eligibility requirement for recipients of the resources) | |
| | Etc. | |
| | Etc. | |
| Federal Program B | First Compliance requirement: i.e.: (what services of purposes resources must be used for) | |
| | Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources) | |
| | Etc. | |
| | Etc. | |

Note: If the resources awarded to the recipient for matching represent more than one federal program, provide the same information shown below for each federal program and show total state resources awarded for matching.

| State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs: | | | | | |
|---|----------------|------|------------|----------------|------------------------------|
| Federal Program A | Federal Agency | CFDA | CFDA Title | Funding Amount | State Appropriation Category |
| | | | | | |
| Federal Program B | Federal Agency | CFDA | CFDA Title | Funding Amount | State Appropriation Category |
| | | | | | |

Note: If the resources awarded to the recipient represent more than one state project, provide the same information shown below for each state project and show total state financial assistance awarded that is subject to section 215.97, F.S.

| State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.: | | | | | | |
|---|--|--------------------------------|-------------|---|----------------|------------------------------|
| State Program A | State Awarding Agency | State Fiscal Year ¹ | CSFA Number | CSFA Title or Funding Source Description | Funding Amount | State Appropriation Category |
| Original Agreement | Department of Environmental Protection | 2017-2018 | 37.039 | Statewide Surface Restoration and Wastewater Projects - LI 1606 | \$500,000.00 | 140047 |
| Original Agreement | Department of Environmental Protection | 2017-2018 | 37.052 | Florida Springs Grant Program - LI 1606A | \$2,780,000.00 | 087870 |
| Amendment 4 | Department of Environmental Protection | 2017-2018 | 37.052 | Florida Springs Grant Program - LI 1606A | \$7,985.59 | 087870 |
| State Program B | State Awarding Agency | State Fiscal Year ² | CSFA Number | CSFA Title or Funding Source Description | Funding Amount | State Appropriation Category |
| | | | | | | |

| | | |
|--------------------|-----------------------|--|
| Total Award | \$3,287,985.59 | |
|--------------------|-----------------------|--|

Note: List applicable compliance requirement in the same manner as illustrated above for federal resources. For matching resources provided by the Department for DEP for federal programs, the requirements might be similar to the requirements for the applicable federal programs. Also, to the extent that different requirements pertain to different amount for the non-federal resources, there may be more than one grouping (i.e. 1, 2, 3, etc.) listed under this category.

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [<https://sam.gov/content/assistance-listings>] and/or the Florida Catalog of State Financial Assistance (CSFA) [<https://apps.fldfs.com/fsaa/searchCatalog.aspx>], and State Projects Compliance Supplement (Part Four: State Projects Compliance Supplement [https://apps.fldfs.com/fsaa/state_project_compliance.aspx]). The services/purposes for which the funds are to be used are included in the Agreement's Grant Work Plan. Any match required by the Recipient is clearly indicated in the Agreement.

¹ Subject to change by Change Order.

² Subject to change by Change Order.

EXECUTIVE SUMMARY

Objective:

To request permission to apply for a grant through the E911 Rural County Grant Program in the amount of \$53,094.00 for the Yearly Maintenance of the 911 System including 911 System Manufacturer Support, GIS Map Generation Support, GIS Map Display Support, and Recorder Maintenance.

Consideration:

This is a 100% funded grant and requires no match from the County. Grant funds shall be provided on a cost reimbursement basis.

Recommendation:

The Suwannee County E911/ GIS Office respectfully requests the Suwannee County Board of County Commissioners grant permission to pursue this grant for the Yearly Maintenance of the 911 System.

Respectfully submitted:

Dated: February 13, 2023

Jennifer Payne
E911/ GIS Coordinator

911 RURAL COUNTY GRANT PROGRAM

| | |
|--|----|
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| 2.0 Eligibility..... | 3 |
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1.0 Purpose

The 911 Rural County Grant Program is to assist rural counties with the installation and maintenance of Enhanced 911 systems and to provide “seamless” 911 throughout the State of Florida.

2.0 Eligibility

The Board of County Commissioners in any county in the State of Florida with a population of less than 75,000 is eligible to apply for this grant program.

3.0 Definitions

- 3.1 Enhanced 911 (E911): An enhanced 911 system or enhanced 911 service that is an emergency telephone system or service that provides a subscriber with 911 service and, in addition, directs 911 calls to appropriate public safety answering points by selective routing based on the geographical location from which the call originated, or as otherwise provided in the State Plan under section 365.171, F.S., and that provides for automatic number identification and automatic location-identification features.
- 3.2 911 Maintenance: The preventative, routine and emergency maintenance required by the State E911 Plan, in order to maintain 911 systems in operable working condition.
- 3.3 E911 System: The Public Safety Answering Point equipment, in accordance with the State E911 Plan, including 911 call routing, processing, mapping and call answering communications equipment.
- 3.4 Alternate Contract Source (ACS): A competitively procured contract led by a federal, state, or local government. The ACS contract is cost-effective, contains language contemplating its use for cooperative purchasing, and the best interest of the county to use for purchases. Provided that the county’s purchase is not over expansive in size and scope.
- 3.5 Maintenance Contract: A business agreement between a contractor and customer covering the maintenance of equipment over a specified period
- 3.6 Next Generation 911 (NG-911): The designation for an advanced 911 emergency communications system or service that provides a communications service subscriber with 911 service and, in addition, directs 911 emergency requests for assistance to appropriate public safety answering points based on the geographical location from which the request originated, or as otherwise provided in the State E911 Plan under Section 365.171, Florida Statutes, and that provides for automatic number identification and automatic location identification features and emergency data information through managed IP-based networks.
- 3.7 Next Generation 911 Core Services (NGCS): The base set of services needed to process a 911 call/signal on an ESInet. Includes the Emergency Service Routing Proxy (ESRP), Emergency Call Routing Function (ECRF), Location Validation Function (LVF), Border Control Function (BCF), Bridge, Policy Store, Logging Services, and typical IP services such as Domain Name System (DNS) and Dynamic Host Configuration Protocol

(DHCP). The term NG-911 Core Services encompass the services but does not include the network on which they operate.

- 3.8 Public Safety Answering Point (PSAP): A public safety agency that receives incoming 911 requests for assistance and dispatches appropriate public safety agencies to respond to the requests in accordance with the State E911 Plan.
- 3.9 Service Contract: A written contract to perform, over a fixed period or for a specified duration, duties relating to informational and technical services
- 3.10 Warranty Contract: A written guarantee given to the purchaser of a new item by the manufacturer or dealer, usually specifying that the manufacturer will make any repairs or replace defective parts free of charge for a stated period.

4.0 911 Rural County Grant Program Calendar

| | Spring Schedule | Fall Schedule |
|--|---|--|
| Counties submit Application | by April 1 | by October 1 |
| E911 Board Members evaluate applications | April – May | October – November |
| E911 Board votes on applications to fund at regularly scheduled meeting | April – June | October – December |
| E911 Board sends notification of awards approved for funding to the counties. | Before June 30 | Before December 30 |
| Equipment Maintenance | One year from the award notification letter date. | One year from the award notification letter date. |
| Project Implementation | One years from the award notification letter date | One years from the award notification letter date. |
| Expiration of the right to incur costs, request payment and/or final reimbursement of funding. | Two years from the award notification letter date | Two years from award notification letter date. |

5.0 General Conditions

5.1 Applications and related documents must be delivered to the following address:

State of Florida E911 Board
 ATTN: E911 Board Administrative Staff
 4030 Esplanade Way, Suite 135
 Tallahassee, FL 32399-0950
 Or
E911BoardElectronicGrantreports@dms.fl.gov

Email is the preferred method of receipt of all grant applications.

- 5.2 The applicant shall provide Application Form items 1 through 11 and the applicable procurement documents. The grant application package must be delivered on or before the submission date specified in the E911 Board notification of an E911 Rural Program published in the Florida Administrative Register. Failure to timely provide these documents will result in a rejection of the grant application.
- 5.3 To be considered for a grant award, all Next Generation projects must meet the NENA i3 technical standards.
- 5.4 GIS grants may be limited to funding to achieve the 98% accuracy rate as identified in the NENA GIS Data Model.
- 5.5 All Next Generation 911 project vendors must certify in writing that their systems will be interoperable with bordering counties, regions, and adjacent state lines
- 5.6 Only the percentage of service and equipment directly attributable to provisioning of 911 services is eligible.

- 5.7 The E911 Board will consider remotely provided hosted 911 answering point call-taking equipment and network services directly attributable to establishing and providing 911 services. Warranty and maintenance costs shall be calculated to account for only the first-year warranty and maintenance costs and shall not include upfront maintenance costs to reduce the yearly service amount.
- 5.8 All grant applications shall be accompanied by at least one complete quote for equipment or services.
- 5.8.1 All grant applications shall be accompanied by at least one complete quote for equipment or services. Grant applications totaling \$35,000.00 or more must be accompanied by at least three written substantiated quotes from different vendors. Complete quote submittals shall include a detailed scope of work, all pages included in the vendor proposal, breakdown of all costs including equipment, service tasks and deliverables. The E911 Board will compare the three quotes to any existing state contract in order to determine appropriate funding. Any county that has made a good faith effort to obtain at least three quotes in accordance with the competitive procurement process in 287.057(1), Florida Statutes and has not been able to obtain the quotes can request E911 Board review based on substantiated proof of posting of the request with documentation of the limited responses. Subject to the following exceptions:
- a) When purchasing from a DMS State Term Contract or DMS authorized Alternative Contract Source, the county shall follow the DMS State Purchasing ordering instructions and their county procurement rules and policies. Should the DMS State Purchasing ordering instructions and their county procurement rules and policies conflict, the county procurement rules and policies shall prevail, with provision of a letter from the county's purchasing department.
 - b) When purchasing from an Alternate Contract Source that has not been approved by DMS State Purchasing, the county shall follow their county procurement rules and policies, with provision of a letter from the county's purchasing department.
 - c) Services or commodities provided by governmental entities do not require more than one quote.
 - d) The county can initiate a request for approval to procure from a single source vendor. These will be considered on a case-by-case basis. Justification for single source procurement shall be provided with the application, which shall include a costs analysis that reviews the allowability, necessity and reasonableness of all cost elements. The single source procurement will be considered if provided in accordance with Chapter 287 Florida Statutes. A letter from the purchasing department that the project is a single source procurement based on section 287.057(3)(c), Florida Statutes, shall be provided with this grant application.
- 5.9 Rather than submitting multiple application requests for maintenance, all eligible maintenance requests should be combined into a single application request and include a breakdown of the individual components of the 911 system maintenance costs that are requested for funding assistance in the application. Grant applications for maintenance, where the county obtained a grant or utilized county funds to purchase equipment and obtained three competitive quotes for the first year of maintenance or met the requirements of General Conditions items 5.8, are not

required to provide three written quotes with an application for an additional year of maintenance.

- 5.10 All maintenance requests should include on the vendor's quote for service the beginning and ending term for each maintenance request, also known as "Period of Coverage". Grant awards will be limited to maintenance contracts beginning prior to or within the maintenance cycle of the grant program. Spring cycle maintenance requests should be submitted for maintenance beginning May through October. Fall cycle maintenance requests should be submitted for maintenance beginning November through April. Complete quote shall include a detailed scope of work, all pages included in the vendor proposal, a detailed description of line item and cost, breakdown of all costs including equipment, service tasks and deliverables.
- 5.11 Applicants requesting items from different funding priorities should complete a separate Budget Report for each priority. See Addendum I - Funding Priorities for the 911 Rural County Grant Program for a listing of funding priorities. Items from the same funding priorities should be combined in the same application and shall comply with General Condition items 5.8.
- 5.12 Should two or more rural counties jointly apply for a grant; each county will be required to complete and submit a grant application detailing the funds requested and the county responsible for the funds. In addition, one combined grant application detailing the entire project and a memorandum of understanding or inter-local agreement of all counties involved shall be submitted. The combined grant application shall comply with General Condition items 5.8.
- 5.13 Procurement shall be based on the county's procurement processes and the applicable State purchasing requirements, including but not limited to sections 112.061, 287.057, 287.017, and 287.058. Florida Statutes.
- 5.14 Funding application requests must include a scope of work that clearly establishes the tasks to be performed. The applications shall include all tasks that are required for successful completion of the project. The project shall be divided into quantifiable units of deliverables that shall be received and accepted in writing with signature by the county before payment. Each deliverable must be directly related to the scope of work and must specify the required minimum level of service to be performed and the criteria for evaluating the successful completion of each deliverable.
- 5.15 Funding requests must include all necessary costs required for full implementation of the proposed solution including that of any third party. Should the county grant application request or grant award be less than the projected cost of the equipment or service, the county should provide verification of the ability to fund the difference. Pricing submitted cannot be contingent upon "yet to be" determined fees for products and services by the proposer or any other third party required for implementation.
- 5.16 The county shall provide information on the county's preceding year E911 fee revenue amount, the preceding year carry forward funding amount and the total carry forward balance amount in the county E911 fund (The 911 Fee Revenues Form, 6A). The amount of grant funding award, for allowable carry forward expenditures, is limited based on the total amount of carry forward funding in the county E911 fund in excess of an amount calculated based on the allowable 30 percent carry forward amount for a two year basis in accordance with sub-paragraph 365.172(6)(a)3.c., Florida Statutes and E911 Board Rule 60FF1-5.006 Florida Administrative Code. The county shall include the amount of their county carry forward funding being utilized for this grant in the Applied County Carry Forward or other Funding (if applicable) line in the

Application Form Budget Report. This carry forward funding provision does not apply to grant applications for recurring maintenance. Equipment maintenance contract cost is not a capital expenditure and is not an authorized expenditure of carry forward funds after the initial first year project costs included in the original capital equipment replacement or upgrade project.

- 5.17 Detailed information is required for any grant application requesting funding for systems that require immediate system replacement for provisioning of enhanced 911 in the county. Include detailed justification and explanation for any E911 system with an expected remaining life of less than 1 year.
- 5.18 Funding requests contingent upon "beta testing" or for products and services not in general production and installation will not be funded.

6.0 Limitation on Use of Funds Guidelines for 911 Grant Expenses

6.1 The following expenses will not be funded through this grant:

- A. Salaries and associated expenses for 911 coordinators, call takers or other 911 personnel
- B. Vehicle expenses
- C. Wireline database cost
- D. Outside plant fiber or copper cabling systems and building entrance cost
- E. Consoles, workstation
- F. Ariel photography expenses
- G. Wireline 911 analog trunks; administrative lines and circuits; GIS database synchronization; and recurring network and circuit cost beyond the first year

6.2 Funding limitations are specified on the following items:

- A. Grant funding shall be limited to eligible equipment maintenance and warranty costs for a primary PSAP and one other PSAP per county: either a primary, a secondary or a backup. Geo-diverse systems may be considered one PSAP for the purpose of grant funding.
- B. Grant funding shall be limited to eligible mapping maintenance and warranty costs for a primary PSAP and one other PSAP per county: either a primary, a secondary or a backup.
- C. Grant funding for 911 equipment, hardware and software shall be limited (per grant cycle) to eligible expenditures for a primary PSAP only.
- D. Selective router equipment costs are limited to the primary PSAP system and are limited to one per county. For this grant program they are included under the call handling equipment priority.
- E. Training cost funding is limited to new system and equipment training.
- F. The allowable grant funding for travel expenses is limited to the authorized amounts established in Section 112.061, Florida Statutes, and the Department of Financial Services Guidelines for State Expenditures.

7.0 Approval and Award

- 7.1 The E911 Board will review each application for compliance with the requirements of terms and conditions.
- 7.2 Upon grant award county will receive a grant agreement per their funding source that requires signature by the BOCC or county manager.
- 7.3 Grant awards will be withheld for any county that has a grant with a past-due quarterly report or past-due final documentation and closeout of previous rural county grant awards. Grant awards maybe withheld if the county is not in compliance with all Board reporting requirements (including annual reports).
- 7.4 Applications will be awarded based upon the priorities set by the E911 Board as listed in Addendum I - Funding Priorities for the 911 Rural County Grant Program.
- 7.5 The E911 Board will adjust the amount awarded to a county based upon the availability of funds, eligibility of requested items, published quotes, increased effectiveness of grant funds, minimum system requirements for performing the needed 911 function as specified in the State E911 Plan, or documented factors provided in the grant application submission.

8.0 Financial and Administrative Requirements

- 8.1 Grant funds shall be provided on a cost reimbursement basis.
- 8.2 Each grantee may submit reimbursement claims to the E911 Board as needed; however, claims are limited to one request per month. Receipt of reimbursement funds from the E911 Board is contingent on the timely and accurate submittal of funding requests. Requests for reimbursement of expenditures must be submitted on the approved Financial Reimbursement of Expenditures Reporting Form. Incomplete claims forms or claims not submitted on the correct form cannot be processed and will be returned for corrections. Submit only for the amounts in each budget categories in which you have incurred expenditures.
- 8.3 Upon written request and accompanying documentation justifying the need, a county may receive a progress payment of funding with a completed Financial Reimbursement of Expenditures Reporting Form (Rule 60FF1-5.0035(4), F.A.C), signed contract or purchase order, the vendor invoice, and county certification that the specific grant items including all tasks and deliverables included in the funding request are complete. Within 45 days of transfer of funding or the check date, the grantee shall submit verification of payment to the vendor. Abuse of this policy will lead to denial of future payments.
- 8.4 Reimbursement claims shall include only expenditures claimed against the specific grant number awarded and include copies of purchase orders and paid vouchers, invoices, copies of check processing, journal transfers. The reimbursement request must match the scope of work and budget proposed in the grant applications. Grants that include cost defined by a set number of work hours dedicated to a project must include additional documents as requested by DMS staff. All items must comply with the DFS Reference Guide for State Expenditures.
- 8.5 To assure prompt processing, complete reimbursement claims should be e-mailed to:

- 8.6 Grant funds can only be used between the beginning and ending dates of the grant term, unless the E911 Board authorizes an extension.
- 8.7 Responsibility for grant funding and any failure to perform the minimum level of service required by the grant application and the application scope of work cannot be transferred under any circumstances from the County. Failure to perform the scope of work or expenditure of funds for other than allowable 911 costs as stated in the grant application shall require the county to return the awarded funds to the E911 Board.
- 8.8 It is the county's responsibility to maintain the property, equipment, or services in accordance with the scope of work. If a sale or transfer of such property or equipment occurs within five years after a grant ends, funds must be returned to the E911 Board on a pro-rata basis. If the equipment cost in excess of over \$5,000 and the grant is federally funded, the county must maintain an inventory of 5 years.
- 8.9 The grantee agrees that any improvement, expansion, or other effect brought about in whole or part by grant funds will be maintained until the system or equipment becomes obsolete.
- 8.10 If a grantee materially fails to comply with any term of an award, the Board shall take one or more of the following actions, as appropriate in the circumstances:
- Temporarily withhold grant payments pending grantee correction of the deficiency,
 - Disapprove all or part of the cost of the activity or action not in compliance,
 - Suspend or terminate the current award for the grantee's project,
 - Suspend or deny future grant awards.

The Board will provide the grantee an opportunity for a hearing, appeal, or other administrative proceeding to which the grantee is entitled under Florida Statute or regulation applicable to the action involved.

- 8.11 Grant awards or portion thereof may be terminated by the grantee upon written notification to the E911 Board, detailing the reasons for such termination, the effective date, and the release of allocated funds.
- 8.12 E911 Staff may require additional documentation to confirm proof of payment and deliverables met in accordance with DFS Reference Guide for State Expenditures.
- 8.13 Prior to a county signing a contract with a different vendor from the original vendor stated in the grant application, the county must request a grant change on the Change Request Form and include an itemized quote and a copy of the new contract to be approved by the E911 Board

9.0 Grant Reporting Procedures

- 9.1 Grantees will be required to submit quarterly reports summarizing cumulative expenditures and status of the grant project. Quarterly reports shall include a completed Quarterly Report Form.
- 9.1.1 Reporting will begin at the conclusion of the first full quarter after the award. The report periods will end on March 31, June 30, September 30, and December 31 of each year. Reports are due within 30 days of the ending report period.
- 9.1.2 Updated reports and associated information should be e-mailed to E911BoardElectronicGrantReports@dms.fl.gov.
- 9.2 The Quarterly Status Report Form shall inform the E911 Board of significant impacts to grant supported activities. Significant impacts include project status developments affecting time schedules and objectives, anticipated lower costs or producing beneficial results in addition to those originally planned. Additionally, problems, delays, or adverse conditions which will materially impair the ability to meet the timely completion of the award must be reported. The disclosure must include a statement of the action taken, or contemplated, and any assistance needed to resolve the situation.
- 9.3 The county's Board of County Commission chairperson shall be notified when overdue quarterly reports or final reports are not received before the next E911 Board meeting following the month after the end of the quarter in which they are due.
- 9.4 Funding continuance will be based on timely submission of quarterly reports.
- 9.5 Upon receipt of final reimbursement from DFS, a final Quarterly Status Report form shall be submitted based on the same reporting requirements described in grant reporting item 9.1. Proof of payment to the vendor or proof of final payment from DFS must be submitted with the Quarterly Status Report marked as "final" in the appropriate field.
- 9.6 Change requests shall be submitted prior to deviation from any awarded grant applications. No changes or departures from the original request are authorized unless approved in writing by the E911 Board. Such requests shall be submitted using the form attached in Change Request Form. Any unauthorized change shall require the return of grant funds.
- 9.6.1 Time extension requests will not be granted unless the county has executed a contract for the grant equipment and/or services or demonstrates good cause for failure to execute a contract within twelve months of the award. Good cause documentation shall include a new project timeline schedule.
- 9.6.2 A change request to an alternate vendor must be approved by the E911 Board with a grant change request which includes a new itemized quote.
- 9.6.3 Time extensions shall be limited to a maximum of one additional year, totaling two years when approved by the E911 Board.
- 9.6.4 Change Request forms and associated information should be e-mailed to E911BoardElectronicGrantReports@dms.fl.gov

- 9.7 Change requests must be submitted ten (10) business days prior to Board meeting to be reviewed. Any reports submitted late will be reviewed at the next month's E911 Board meeting
- 9.8 Final document submission and close-out of a grant does not affect the E911 Board's right to disallow costs and recover funds on the basis of an audit or financial review. The county shall remain obligated to return any funds expended that do not comply with the terms and conditions of the grant award. The counties are required to provide DMS a copy of the county's Comprehensive Annual Financial Report (CAFR) no later than August 1st following the completion of the County's fiscal year.

County Suwannee

911 RURAL COUNTY GRANT PROGRAM APPLICATION FORM

Total Amount Requested: \$53,094.00

Project Title: E911 System Annual Maintenance

1. Board of County Commissioners Chair: Mr. Franklin White

Mailing Address: 224 Pine Ave SW

City: Live Oak

State: FL Zip: 32064 -

Phone: (386) 364-3450 Fax: (386) 362-1032

Email Address: mandym@suwcountyfl.gov

2. County 911 Coordinator: Ms. Jennifer Payne

Mailing Address: 224 Pine Ave SW

City: Live Oak

State: FL Zip: 32064 -

Phone: (386) 364-3486 Fax: (386) 364-3754

Email Address: jenniferp@suwcountyfl.gov

County Suwannee

COUNTY INFORMATION
USE 12 POINT FONT OR LEGIBLE HAND PRINTING

3. County Fact Information

A. Number of PSAP's 1

B. Number of Call-taking Positions per PSAP
16

C. What equipment is requested in this grant application?
None

D. Financial Information:

What are the current annual costs for your E911 system (circuits, customer records hardware and software, etc.) not including maintenance?

1.) What are the current annual costs for maintenance of items included in 1.)?
\$53,094.00

2.) Total amount of E911 fee revenue received in the preceding year?
\$222,106.55

3.) Total amount of county carry forward funding retained in the preceding year?
\$13,145.87

4.) Current total amount of county carry forward funding?
\$192,420.23

5.) Two year maximum calculated amount for applied carry forward funding
Calculation (current year carry forward
funding amount based on General
Condition 5.16 multiplied by two) \$133,263.94

6.) Minimum calculated amount for Applied Carry Forward Funding
Calculation (Subtract the amount in D.4.
subtracted by amount in D.5.) \$0
Insert in the Budget Report _____

4. Describe your county's existing 911 system. Include specific information on existing system equipment upgrades and when the installation of this equipment was completed.

Suwannee County currently utilizes the Solacom Guardian as our 911 system with a T-1 circuit, providing IP connectivity to other Counties. The Solacom Guardian was installed September 2019. An Eventide Logging Recorder is also utilized that was installed in December 2018. MapFlex is also currently used for the E911 mapping display which was installed in August 2011 and was upgraded in March 2018, and MapSAG for the E911 map generation which was also installed in June 2011.

5. Describe the scope of work for the proposed project including any goal(s) and objectives. Include the tasks to be performed as part of the project. Provide scope of work in quantifiable units of deliverables that shall be received and accepted. For each deliverable specify the required minimum level of service to be performed and the criteria for evaluating the successful completion of each deliverable. For any scope of work that includes milestones, please describe in detail what deliverables are expected to be provided in each milestone.

The Suwannee County 9-1-1 system is currently maintained by AK Associates. The project is as follows:

AK Elite Premier Maintenance Service- (5/3/23-5/2/24) is needed to maintain our existing 911 system. Map Generation (6/1/23-5/31/24), MapFlex Server & Client Support (6/1/23-5/31/24), Eventide Recorder Support (6/1/23-5/31/24), and Solacom Support (9/20/23-9/19/24) are also needed to maintain the system. This grant includes all of the maintenance for our 911 system. GIS Map Generation is listed separately since it is a different sub-priority.

Preventive maintenance and emergency repair shall be provided for the E911 system including:

AK Elite Premier Maintenance

- Includes (labor only) maintenance service for the 9-1-1 system.
- Response time for major and minor outages is within (2) hours. All other non-critical maintenance issues will have a next business day response.
- Remote diagnostics will be done immediately upon receipt of service problem.
- Provides daily remote diagnostics during normal business days. If corrective action is needed it will be performed remotely or by an on-site visit.
- Provides a weekly on-site preventive maintenance program during regular business hours 1 day a week, 8 hours per day.
- Engineering- Design of PSAP, Call Routing Database, Direct trunking for VoIP, Landline and Wireless trunking. Design of i3 NENA technology for text messaging.
- Project Management / Consulting Services included for all new projects associated with PSAP management, design and implementation.
- Technical Support for system implementation for all new technologies including i3

VoIP, text messaging and Mapping API integration. Includes no incurred costs for expansion, move of equipment and upgrades of the existing 9-1-1 system.

Manufacturer Support includes

- Software patches, fixes, upgrades and Tier II maintenance support on the Solacom Guardian, Eventide Recorder, MapSAG and MapFLEX 911 equipment.

The maintenance support will be monitored and reviewed monthly with the vendor to assure the level of service is provided and the system is being maintained in operable working conditions.

6. Justification of the need for the proposed project. Provide detailed information on the existing system's condition including a detailed justification for any system with an expected remaining life of less than 1 year. This may include software or standalone components.

Without maintenance contract we would not be able to maintain enhanced 911 in our county. Our vendor has expertise maintaining, engineering and project management of our E911 system. Without software updates Suwannee County would not be able to keep the system at its latest revision.

7. Describe why your county will not be able to complete this project without this grant funding.

E911 fee revenue received does not cover all of the cost associated with provision and maintenance of the E911 system in our county. Additional funding assistance is needed to cover these maintenance costs. County funds are not allocated for this item and are limited in our rural county.

8. Describe the required steps with an anticipated time schedule with procurement and payment milestones and a total project completion date.

Suwannee County will renew the contracts based on the following schedule: AK Elite Premier Maintenance Service (5/3/23-5/2/24), Map Generation (6/1/23-5/31/24), MapFlex Server & Client Support (6/1/23-5/31/24), Eventide Recorder Support (6/1/23-5/31/24), and Solacom Support (9/20/23-9/19/24). The total payment will be processed when due for each service contract.

9. Sole source justification (if applicable). Sole source justification must meet the state procurement guidelines and chapter 287.057 (3)(c), F.S.

This will be a sole source procurement to avoid voiding maintenance and warranty agreements.

County

Suwannee

10. Assurances

ACCEPTANCE OF TERMS AND CONDITIONS: The grantee accepts all grant terms and conditions. Grantee understands that grants are contingent upon the availability of funds.

DISCLAIMER: The grantee certifies that the facts and information contained in this application and any attached documents are true and correct. A violation of this requirement may result in revocation of the grant and return of all grant funds and interest accrued (if any), pursuant to the E911 Board authority and any other remedy provided by law.

NOTIFICATION OF AWARDS: The grantee understands and accepts that the notice of award will be advertised on the Florida E911 website.

MAINTENANCE OF IMPROVEMENT AND EXPANSION: The grantee agrees that any improvement, expansion or other effect brought about in whole or part by grant funds will be maintained. No substantial changes or departures from the original proposal shall be permitted unless the E911 Board gives prior written authorization. Any unauthorized change will necessitate the return of grant funds, and accrued interest (if any) to the E911 Board.

The county certifies that all applicable county procurement rules/procedures has been met.

Failure to utilize grant funds as represented may jeopardize eligibility to be considered for future funding.

11. Authority

I hereby affirm my authority and responsibility for the use of funds requested.

SIGNATURE – CHAIR, BOARD OF COUNTY COMMISSIONERS or
COUNTY MANAGER

DATE

Printed Name

WITNESS

DATE

Appendix I

NO requests for funding will be acknowledged for any items not specified in subsection 365.172 (10), Florida Statutes (shown below).

AUTHORIZED EXPENDITURES OF E911 FEE. —

(a) For purposes of this section, E911 service includes the functions of database management, call taking, location verification, and call transfer. Department of Health certification and recertification and training costs for 911 public safety telecommunications, including dispatching, are functions of 911 services.

(b) All costs directly attributable to the establishment or provision of E911 service and contracting for E911 services are eligible for expenditure of moneys derived from imposition of the fee authorized by subsections (8) and (9). These costs include the acquisition, implementation, and maintenance of Public Safety Answering Point (PSAP) equipment and E911 service features, as defined in the providers' published schedules or the acquisition, installation, and maintenance of other E911 equipment, including circuits; call answering equipment; call transfer equipment; ANI or ALI controllers; ANI or ALI displays; station instruments; E911 telecommunications systems; visual call information and storage devices; recording equipment; telephone devices and other equipment for the hearing impaired used in the E911 system; PSAP backup power systems; consoles; automatic call distributors, and interfaces, including hardware and software, for computer-aided dispatch (CAD) systems; integrated CAD systems for that portion of the systems used for E911 call taking; GIS system and software equipment and information displays; network clocks; salary and associated expenses for E911 call takers for that portion of their time spent taking and transferring E911 calls, salary, and associated expenses for a county to employ a full-time equivalent E911 coordinator position and a full-time equivalent mapping or geographical data position, and technical system maintenance, database, and administration personnel for the portion of their time spent administrating the E911 system; emergency medical, fire, and law enforcement prearrival instruction software; charts and training costs; training costs for PSAP call takers, supervisors, and managers in the proper methods and techniques used in taking and transferring E911 calls, costs to train and educate PSAP employees regarding E911 service or E911 equipment, including fees collected by the Department of Health for the certification and recertification of 911 public safety telecommunicators as required under s. [401.465](#); and expenses required to develop and maintain all information, including ALI and ANI databases and other information source repositories, necessary to properly inform call takers as to location address, type of emergency, and other information directly relevant to the E911 call-taking and transferring function. Moneys derived from the fee may also be used for next-generation E911 network services, next-generation E911 database services, next-generation E911 equipment, and wireless E911 routing systems.

(c) The moneys may not be used to pay for any item not listed in this subsection, including, but not limited to, any capital or operational costs for emergency responses which occur after the call transfer to the responding public safety entity and the costs for constructing, leasing, maintaining, or renovating buildings, except for those building modifications necessary to maintain the security and environmental integrity of the PSAP and E911 equipment rooms.

Addendum I

Funding Priorities for the 911 Rural County Grant Program

The criteria for determining acceptability for disbursement of funds from the State of Florida 911 Rural County Grant Program will be made on a priority basis. There will be five priorities as identified below:

PRIORITY 1: Rural counties with Primary PSAP systems that require immediate system replacement to maintain enhanced 911 status or when the expected remaining life of the system is less than 1 year.

PRIORITY 2: Rural counties with systems that require maintenance or warranty agreements for maintaining enhanced 911 status. This may include the following, listed in order of funding priority a through c:

- a. System Maintenance (pertaining exclusively to items listed in Priorities 3 a-h only)
- b. Hosted System Service for subsequent years, after the first year.
- c. Mapping System Maintenance (pertaining exclusively to items listed in Priority 5a only)

PRIORITY 3: Rural counties with Primary PSAP systems that require new or replacement of critical or necessary hardware or software for maintaining status. This may include the following, listed in order of funding priority a through h:

- a. Hardware and software for communications or terminal equipment located at a PSAP for 911 call processing, ANI and ALI display and call answering.
- b. Lightning Protection Equipment
- c. Uninterruptible Power Supply Equipment and or Generator Equipment
- d. E911 Voice Recording Equipment
- e. County E911 Standalone ALI Database Equipment
- f. E911 Map Display Equipment
- g. Net clock
- h. New additional 911 Call Taker Position Equipment

PRIORITY 4: Rural counties with Systems requesting consolidation of PSAPs, which decreases the number of Primary or Secondary PSAPs in the county by a minimum of one.

PRIORITY 5: Rural counties with Systems that require mapping services necessary for maintaining Geographic Information Systems (GIS). This may include the following, listed in order of funding priority a through b:

- a. Mapping System Equipment - map generation hardware and software licensing is limited to components for two stations
- b. GIS Centerline, point generation and map accuracy services
- c. GIS Data support

Regional system project requests related to systems, equipment and maintenance will be considered the highest priority within each priority category.

Grants awards will be funded in order of priority assigned. Total funding for any priority may be adjusted based on the remaining funds available, the number of applications and the anticipated requests in the next funding cycle. The acceptability for disbursement of funds from the State of Florida 911 Rural County Grant Program for any 911 expense items not expressly provided for in Priorities above shall be determined at the discretion of the E911 Board pursuant to its authority under sections 365.172 and 365.173, Florida Statutes

Budget Report

Prepare an itemized Grant Budget ("Line Item" breakdown should include separated systems, i.e.; 911 system, logging recorder, centerline mapping, etc. and services items). If there is insufficient space, please include details in an attachment. Budget costs should match requested vendor quote

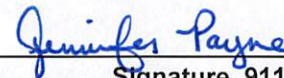
County: Suwannee

Project Name: E911 System Annual Maintenance

Budget Categories

| Deliverables | Unit Price (\$) | Quantity | Total Amount (\$) |
|---|-----------------|----------|--------------------|
| A. System (Hardware, Software, Equipment, & Labor) | | | |
| B. Services (Training, Maintenance, and Warranty Items) | | | |
| Yearly Maintenance | | 1 | \$31,700.00 |
| 911 System Manufacturer Support | | 1 | \$12,540.00 |
| GIS Map Generation Support | | 1 | \$1,950.00 |
| GIS Map Display Support | | 1 | \$4,565.00 |
| Recorder Support | | 1 | \$3,735.00 |
| Overall Project Total | | | \$53,094.00 |
| Carry Forward Funds Applied | | | \$0 |
| Grant Request Total Less Carry Forward Applied | | | \$53,094.00 |

Notes:



Signature, 911 County Coordinator



We have prepared a quote for you

AK Maintenance

Quote # 001082
Version 1

Prepared for:

Suwannee County, FL

Jennifer Payne
jenniferp@suwcountyfl.gov



AK Maintenance

| Description | Price | Qty | Ext. Price |
|--|-------------|-----|-------------|
| AKEPMaint AK Elite Premier Maintenance <i>Dates of Support - 5/3/23 through 5/2/24</i> | \$31,700.00 | 1 | \$31,700.00 |

- Includes (labor only) maintenance service for 9-1-1 systems.
- Response time for minor and major outages is within (2) hours. All other non-critical maintenance issues will have a next business day response.
- Remote diagnostics will be done immediately upon receipt of service problem.
- It also provides daily remote diagnostics during normal business days. If corrective action is needed it will be performed remotely or by an on-site visit.
- Provides a weekly on-site preventive maintenance program during regular business hours (number of days is depending on selection of options 1 – 5 days).
- Engineering- Design of PSAP, Call Routing Database, Direct trunking for VoIP, Landline and Wireless trunking. Design of i3 NENA technology for text messaging.
- Project Management / Consulting Services included for all new projects associated with PSAP management, design and implementation.
- Technical Support for system implementation for all new technologies including i3 VoIP, CAD integration, text messaging and Mapping API integration. Includes no incurred costs for expansion, move of equipment and upgrades of the existing 9-1-1 system.

Subtotal: \$31,700.00

Payment Terms

| Description | Qty |
|--|-----|
| Terms of Sale: • Payment Terms are Net 30 | |

AK Maintenance

Prepared by:

AK Associates
Beth Stankus
(603) 432-5755 x.283
Fax (603) 432-0900
bstankus@AKassociates911.com

Prepared for:

Suwannee County, FL
305 Pine Ave
Live Oak, FL 32064
Jennifer Payne
(386) 364-3486
jenniferp@suwcountyfl.gov

Quote Information:

Quote #: 001082
Version: 1
Delivery Date: 01/30/2023
Expiration Date: 05/02/2023


Quote Summary

| Description | Amount |
|----------------|--------------------|
| AK Maintenance | \$31,700.00 |
| Total: | \$31,700.00 |

Disclaimers: This quote is provided for the listed contact and is not to be shared or disseminated without written consent by AK Associates. This quote null and voids any previous version.

AK Associates

Suwannee County, FL

Signature: 
Name: Beth Stankus
Title: Manager of Accounting
Date: 01/30/2023

Signature: _____
Name: Jennifer Payne
Date: _____



We have prepared a quote for you

Solacom Support

Quote # 001090
Version 1

Prepared for:

Suwannee County, FL

Jennifer Payne
jenniferp@suwcountyfl.gov

Solacom Support

| Description | Price | Qty | Ext. Price |
|--|------------|-----|------------|
| MT-SSGUARD-01 Position Software Support - Yr3 Mobile | \$1,300.00 | 2 | \$2,600.00 |
| SV- ARM_Guardian-1Y Active Remote Monitoring / Pos | \$430.00 | 6 | \$2,580.00 |
| SV-AVMgr-1yr AntiVirus Management/ Positions | \$150.00 | 6 | \$900.00 |
| SV-OS MGTPos-1Y Position OS Patch Management | \$210.00 | 6 | \$1,260.00 |
| MT-SSGUARD-01 Position Software Support - Year 5 | \$1,300.00 | 4 | \$5,200.00 |

Dates of Support: 9/20/23 through 9/19/24

Subtotal: \$12,540.00

Payment Terms

| Description | Qty |
|--|-----|
| Terms of Sale: • Payment Terms are Net 30 | |

Solacom Support

Prepared by:

AK Associates
Beth Stankus
(603) 432-5755 x.283
Fax (603) 432-0900
bstankus@AKassociates911.com

Prepared for:

Suwannee County, FL
305 Pine Ave
Live Oak, FL 32064
Jennifer Payne
(386) 364-3486
jenniferp@suwcountyfl.gov

Quote Information:

Quote #: 001090
Version: 1
Delivery Date: 01/30/2023
Expiration Date: 09/19/2023

Quote Summary

| Description | Amount |
|---------------------------|-------------|
| Solacom Support | \$12,540.00 |
| Total: \$12,540.00 | |

Disclaimers: This quote is provided for the listed contact and is not to be shared or disseminated without written consent by AK Associates. This quote null and voids any previous version.

AK Associates

Suwannee County, FL

Signature: _____



Name: Beth Stankus

Title: Manager of Accounting

Date: 01/30/2023

Signature: _____

Name: Jennifer Payne

Date: _____



We have prepared a quote for you

Intrado Support

Quote # 001095
Version 1

Prepared for:

Suwannee County, FL

Jennifer Payne
jenniferp@suwcountyfl.gov

Intrado Support

| Description | Price | Qty | Ext. Price |
|---|------------|-----|------------|
| MF-SRV-SUP MapFlex Server Support and Maintenance MapFlex Server Support and Maintenance | \$2,569.00 | 1 | \$2,569.00 |
| MF-DMS-REN5 MapFlex Client License Renewal (1-5 pos) - Year 2 | \$150.00 | 4 | \$600.00 |
| MS-SUP-SU MapSAG Annual Support and Maintenance - Single User MapSAG Annual Support and Maintenance - Single User | \$1,950.00 | 1 | \$1,950.00 |

Dates of Support: 6/1/23 through 5/31/24

Subtotal: \$5,119.00

Payment Terms

| Description | Qty |
|---|-----|
| Terms of Sale: • Payment Terms are Net 30 | |

Intrado Support

Prepared by:

AK Associates
Beth Stankus
(603) 432-5755 x.283
Fax (603) 432-0900
bstankus@AKassociates911.com

Prepared for:

Suwannee County, FL
305 Pine Ave
Live Oak, FL 32064
Jennifer Payne
(386) 364-3486
jenniferp@suwcountyfl.gov

Quote Information:

Quote #: 001095
Version: 1
Delivery Date: 01/30/2023
Expiration Date: 05/31/2023

Quote Summary

| Description | Amount |
|-----------------|-------------------|
| Intrado Support | \$5,119.00 |
| Total: | \$5,119.00 |

Disclaimers: This quote is provided for the listed contact and is not to be shared or disseminated without written consent by AK Associates. This quote null and voids any previous version.

AK Associates

Suwannee County, FL

Signature: _____



Name: Beth Stankus

Title: Manager of Accounting

Date: 01/30/2023

Signature: _____

Name: Jennifer Payne

Date: _____



We have prepared a quote for you

IIC Support

Quote # 001110
Version 1

Prepared for:

Suwannee County, FL

Jennifer Payne
jenniferp@suwcountyfl.gov

IIC Support

| Description | Price | Qty | Ext. Price |
|---|------------|-----|------------|
| NA50250A Gold Support - 24/7 Remote Service Agreement Including Enhanced HW Warranty & SMA | \$3,735.00 | 1 | \$3,735.00 |

Dates of Support: 6/1/23 through 5/31/24

Subtotal: **\$3,735.00**

Payment Terms

| Description | Qty |
|---|-----|
| Terms of Sale: • Payment Terms are Net 30 | |

IIC Support

Prepared by:

AK Associates
Beth Stankus
(603) 432-5755 x.283
Fax (603) 432-0900
bstankus@AKassociates911.com

Prepared for:

Suwannee County, FL
305 Pine Ave
Live Oak, FL 32064
Jennifer Payne
(386) 364-3486
jenniferp@suwcountyfl.gov

Quote Information:

Quote #: 001110
Version: 1
Delivery Date: 01/30/2023
Expiration Date: 04/30/2023

Quote Summary

| Description | Amount |
|--------------------------|------------|
| IIC Support | \$3,735.00 |
| Total: \$3,735.00 | |

Disclaimers: This quote is provided for the listed contact and is not to be shared or disseminated without written consent by AK Associates. This quote null and voids any previous version.

AK Associates

Suwannee County, FL

Signature: _____



Name: Beth Stankus

Title: Manager of Accounting

Date: 01/30/2023

Signature: _____

Name: Jennifer Payne

Date: _____

SUWANNEE COUNTY

Facilities

Executive Summary

Objective:

Request bids to replace flooring, underlayment and replace rear ingress/egress door including all associated demolition, new vapor barrier, framing, etc.

Considerations:

- Building maintenance discovered soft areas in the storage area flooring (appx. 3,200 sq. ft.) of the 302 Pine Avenue (Supervisor of Elections) building due to deteriorated underlayment.
- Underlayment deterioration as a result of lack of moisture barrier between sub-floor and underlayment material, also no weather sealing around roll up door at loading dock entrance allowing high humidity to infiltrate building envelope.
- Construction was completed as directed by Administration.
- Facilities engaged an architect to evaluate issues and make remedial recommendations

Follow corrective recommendation provided below.

- Remove existing flooring and underlayment
- Install vapor barrier (NOT Visquen)
- Install new underlayment
- Install new flooring (LVP to be purchased under existing Sourcewell flooring contract)
- Remove overhead roll up door
- Infill opening with exterior cladding, frame, vapor seal, and insulate opening.
- Apply interior gypsum board
- Install provided weather sealing security doors (Provided by Supervisor of Elections)
- These repairs are a non-budgeted item
- Budgetary estimate for this project is approximately \$60,000.00

Recommendation:

Suwannee County Facilities respectfully request that the Suwannee County Board of County Commissioners approve the repairs on the Supervisor of Elections building to be placed out for bid and awarded to the approved contractor.

Respectfully submitted,

Marcus Durham,

Suwannee County Facilities Director



CLEMONS, RUTHERFORD & ASSOCIATES, INC.

ARCHITECTS ■ PLANNERS ■ INTERIOR DESIGNERS ■ CONSTRUCTION MANAGERS

2027 Thomasville Road, Tallahassee, FL 32308
p: 850-385-6153 ■ f: 850-386-8420

105 South Broad Street, Thomasville, GA 31792
p: 229-228-5016 ■ f: 229-228-0509

www.craarchitects.com

January 26, 2023

Greg Scott
County Administrator
13150 80th Terrace
Live Oak, FL32060
GregS@SuwCountyFl.gov

Dear Mr. Scott,

At your request, I was contacted by Suwannee County Facilities Manager to review the floor at the Supervisor of elections office. It was discussed this LVT floor on 3/8" plywood underlayment over existing dimensional wood flooring was installed approximately three years ago and the underlayment is rotten and deteriorated and in need of immediate replacement. This condition should not have occurred in this duration of time. In my opinion, the problem or cause to this rot has been identified as moisture accumulation below the LVT which is being caused by two major factors. The factors are: no vapor barrier under the underlayment and the overhead coiling door does not seal the opening from outside vapor/moisture from entering the space.

The recommendations to correct the condition is as follows:

TASK 1

- Remove flooring and underlayment
- Install flooring underlayment vapor barrier (NOT Visquen)
- Install new underlayment
- Install new LVT

Task 2

- Remove Overhead Coiling Door and Vinyl Screen Flap
- Infill opening with exterior cladding over wall framing with vapor barrier and insulation
- Apply interior gypsum board and paint on interior

The above recommendation will correct this condition from happening in the future. Consider, the main problem was the Overhead Door where the Air Conditioning units are pulling return air from the space not eight feet away from the OHD which is pulling a pressure on the untreated outside air to enter the space. This is also very evident in the ceiling gypsum discoloration which has been repainted. There is no apparent issues such as mold remaining in the space as the damaged flooring is being removed. Therefore, no health risks within space are presented.

If there are any questions or comments, please don't hesitate to contact me.

Sincerely,

Will Rutherford, NCARB/AIA
Sr. PM/ Architect

SUWANNEE COUNTY

Planning & Zoning

Executive Summary

Objective: Text amendment number LDR 23-01 to amend the text of the Land Development Regulations by creating a definition for Recreational Vehicles and providing standards for Recreational Vehicle Permits.

Considerations: The application and supporting documentation is a result of the workshops held by the BOCC to address Recreational Vehicle permits within the County. The amendment was presented to the Planning & Zoning Board at its January 26, 2023 meeting and recommended for approval.

Recommendation: This is the second of two required public hearings for adoption of the amendment. First hearing before the Board of Commissioners was held February 7, 2023. Staff recommends approval of the proposed ordinance.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "Ron Meeks", written in a cursive style.

Ron Meeks,

Development Services Director

SUWANNEE COUNTY
LAND DEVELOPMENT REGULATIONS AMENDMENT
APPLICATION

Name of Applicant(s): Suwannee County Board of County Commission

Address: 224 Pine Avenue

City, State, Zip Code: Live Oak, FL 32064

Telephone: 386-364-3401

Name of Applicant's Agent (if applicable): Ronald Meeks

Address: 224 Pine Avenue

City, State, Zip Code: Live Oak, FL 32064

Telephone: 386-364-3401

Please complete the following for proposed amendments to the Official Zoning Atlas.
For amendments to the text of the Land Development Regulations, which do not require an
Official Zoning Atlas amendment, please omit responses to Part I and complete Part II of this
Application.

PART I

Legal Description: N/A

Total acreage of land to be considered under this amendment: N/A

Present Use: N/A

(commercial, industrial, residential, agricultural, vacant, etc.)

Zoning District:

Present: N/A

Requested: N/A

Future Land Use Plan Map Category: N/A

**APPLICATION FOR AMENDMENT
OF THE LAND DEVELOPMENT REGULATIONS**

PART II

For amendments to the text of the Land Development Regulations, please provide in the space provided below (or on separate pages to be attached and made a part herewith) the text of the proposed amendment.

SEE ATTACHMENT

APPLICATION FOR AMENDMENT
OF THE LAND DEVELOPMENT REGULATIONS

A previous application for amendment to the Land Development Regulations:


_____ was made with respect to these premises, Application No.

X was not made with respect to these premises.

I hereby certify that all of the above statements and statements contained in any documents or plans submitted herewith are true and accurate to the best of my knowledge and belief.

If title holder(s) are represented by an agent, a letter of such designation from the title holder(s) addressed to the Land Development Regulations Administrator must be attached.

Ronald Meeks, Suwannee County
Applicant/Agent Name (Type or Print Name)


Applicant/Agent Signature

Date

FOR OFFICE USE ONLY

Date Filed: _____

Application No: _____

Fee Amount: _____

Receipt No. _____

Date of Planning and Zoning Board Public Hearing: _____

Date notice published: _____

Newspaper: _____

Date of Local Planning Agency Public Hearing: _____

Date notice published: _____

Newspaper: _____

Date(s) of Board of County Commissioners Public Hearing(s): (1) _____ (2) _____

Date(s) notice published: (1) _____ (2) _____

Newspaper: _____

Date Notice of Enactment of Ordinance published: _____

Newspaper: _____

Board of County Commissioners decision: _____

(Granted/Denied)

Proposed changes with LDR 23-01 text amendment

2.1 Recreational Vehicle. A unit primarily designed as temporary living quarters for recreational, camping, or travel use, which either has its own motive power or is mounted on or drawn by another vehicle. Recreational Vehicles must comply with the length and width provisions of s. 316.515 Florida Statutes, as amended. The term Recreational Vehicle shall include; Travel Trailer, Camping Trailer, Truck Camper, Motor Home, Private Motor Coach, and Fifth-Wheel Trailer

4.19.37 Recreational Vehicles that have a current license plate and registration attached to the Recreational Vehicle, may be used as temporary vacation dwellings allowed on vacant land in the Agriculture-1 and Environmentally Sensitive Areas, provided;

1. Owners must demonstrate a permanent primary residence in another location.
2. Permit shall be for the use of the owner(s) of the property. No commercial or rental use.
3. Occupancy is limited to 6 months in a calendar year.
4. Property is limited to (1) RV site. No other RV's may be connected or stored on the permitted site.
5. RV must obtain permits for and be connected to Septic, Potable Water, and Electrical Service.
6. RV permit shall be renewed on an annual basis. RV permit and any subsequent renewal shall be posted in a weatherproof housing at the electrical service for follow-up inspections.
7. RV's shall remain road-ready and attached to utilities by quick disconnects. No blocking or removal of axles.
8. RV permit shall become void when a residential dwelling unit is placed on the property.
9. If a property with an existing RV permit issued prior to February 21, 2023 is found to be in Code Violation, any previous RV permit issuance shall become void. The property owner shall obtain a new RV permit and be subject to all requirements of this section.

Recreational Vehicles may be occupied for short-term durations while visiting family or friends, not to exceed fourteen (14) days when visiting premises that provide adequate toilet facilities.

Except as provided in these Land Development Regulations, it shall be unlawful to occupy, live in, dwell in or reside in any recreational vehicle in the County.

ORDINANCE NO. _____

AN ORDINANCE OF SUWANNEE COUNTY, FLORIDA, AMENDING THE SUWANNEE COUNTY LAND DEVELOPMENT REGULATIONS, AS AMENDED, PURSUANT TO AN APPLICATION, LDR 23-01, BY THE BOARD OF COUNTY COMMISSIONERS; PROVIDING FOR AMENDING A PORTION OF SECTION 2.1 ENTITLED DEFINITIONS BY ADDING A DEFINITION FOR RECREATIONAL VEHICLE AND DELETING SECTION 4.19.37 IN ITS ENTIRETY, AND REPLACING IT WITH NEW STANDARDS; PROVIDING SEVERABILITY; REPEALING ALL ORDINANCES IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, Section 125.01, Florida Statutes, as amended, empowers the Board of County Commissioners of Suwannee County, Florida, hereinafter referred to as the Board of County Commissioners, to prepare, adopt and enforce land development regulations;

WHEREAS, Sections 163.3161 through 163.3248, Florida Statutes, as amended, the Community Planning Act, requires the Board of County Commissioners to prepare and adopt regulations concerning the use of land and water to implement the Comprehensive Plan;

WHEREAS, an application for an amendment, as described below, has been filed with the County;

WHEREAS, the Planning and Zoning Board of Suwannee County, Florida, hereinafter referred to as the Planning and Zoning Board, has been designated as the Local Planning Agency of Suwannee County, Florida, hereinafter referred to as the Local Planning Agency;

WHEREAS, pursuant to Section 163.3174, Florida Statutes, as amended, and the Land Development Regulations, the Planning and Zoning Board, serving also as the Local Planning Agency, held the required a public hearing, with public notice having been provided, on said application for an amendment, as described below, and at said public hearing, the Planning and Zoning Board, serving also as the Local Planning Agency, reviewed and considered all comments received during said public hearing concerning said application for an amendment, as described below, and recommended to the Board of County Commissioners approval of said application for amendment, as described below;

WHEREAS, pursuant to Section 125.01, Florida Statutes, as amended, the Board of County Commissioners, held the required public hearings, with public notice having been provided, on said application for an amendment, as described below, and at said public hearings, the Board of County Commissioners reviewed and considered all comments received during said public hearings, including the recommendation of the Planning and Zoning Board, serving also as the Local Planning Agency, concerning said application for an amendment;

WHEREAS, the Board of County Commissioners has determined and found that a need and justification exists for the approval of said application for an amendment, as described below;

WHEREAS, the Board of County Commissioners has determined and found that approval of said application for an amendment, as described below, is consistent with the purposes and objectives of the comprehensive planning program and the Comprehensive Plan;

WHEREAS, the Board of County Commissioners has determined and found that approval of said application for an amendment, as described below, will further the purposes of the Land Development Regulations and other ordinances, regulations, and actions designed to implement the Comprehensive Plan; and

WHEREAS, the Board of County Commissioners has determined and found that approval of said application for an amendment, as described below, would promote the public health, safety, morals, order, comfort, convenience, appearance, prosperity or general welfare.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF SUWANNEE COUNTY, FLORIDA, AS FOLLOWS:

Section 1. Pursuant to an application, LDR 23-01, by the Board of County Commissioners, to amend the text of the Land Development Regulations, Section 2.1 entitled definitions, is hereby amended to read, as follows:

Recreational Vehicle. A unit primarily designed as temporary living quarters for recreational, camping, or travel use, which either has its own motive power or is mounted on or drawn by another vehicle. Recreational Vehicles must comply with the length and width provisions of s. 316.515 Florida Statutes, as amended. The term Recreational Vehicle shall include; Travel Trailer, Camping Trailer, Truck Camper, Motor Home, Private Motor Coach, and Fifth-Wheel Trailer

And, Section 4.19.37 is hereby amended to read, as follows:

4.19.37 Recreational Vehicles that have a current license plate and registration attached to the Recreational Vehicle, may be used as temporary vacation dwellings allowed on vacant land in the Agriculture-1 and Environmentally Sensitive Areas, provided;

1. Owners must demonstrate a permanent primary residence in another location.
2. Permit shall be for the use of the owner(s) of the property. No commercial or rental use.
3. Occupancy is limited to 6 months in a calendar year.
4. Property is limited to (1) RV site. No other RV's may be connected or stored on the permitted site.
5. RV must obtain permits for and be connected to Septic, Potable Water, and Electrical Service.
6. RV permit shall be renewed on an annual basis. RV permit and any subsequent renewal shall be posted in a weatherproof housing at the electrical service for follow-up inspections.
7. RV's shall remain road-ready and attached to utilities by quick disconnects. No blocking or removal of axles.
8. RV permit shall become void when a residential dwelling unit is placed on the property.
9. If a property with an existing RV permit issued prior to February 21, 2023 is found to be in Code Violation, any previous RV permit issuance shall become void. The property owner shall obtain a new RV permit and be subject to all requirements of this section.

Recreational Vehicles may be occupied for short-term durations while visiting family or friends, not to exceed fourteen (14) days when visiting premises that provide adequate toilet facilities.

Except as provided in these Land Development Regulations, it shall be unlawful to occupy, live in, dwell in or reside in any recreational vehicle in the County.

Section 2. Severability. If any provision or portion of this ordinance is declared by any court of competent jurisdiction to be void, unconstitutional or unenforceable, then all remaining provisions and

portions of this ordinance shall remain in full force and effect.

Section 3. Conflict. All ordinances or portions of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

Section 4. Effective Date. Pursuant to Section 125.66, Florida Statutes, as amended, a certified copy of this ordinance shall be filed with the Department of State by the Clerk of the Board of County Commissioners within ten (10) days after enactment by the Board of County Commissioners. This ordinance shall become effective upon filing of the ordinance with the Department of State.

Section 5. Authority. This ordinance is adopted pursuant to the authority granted by Section 125.01, Florida Statutes, as amended, and Sections 163.3161 through 163.3248, Florida Statutes, as amended.

PASSED UPON FIRST READING on this 7th day of February 2023.

PASSED AND DULY ADOPTED, in regular session with a quorum present and voting, by the Board of County Commissioners this _____ day of _____ 2023.

Attest:

BOARD OF COUNTY COMMISSIONERS
OF SUWANNEE COUNTY, FLORIDA

Barry A. Baker, County Clerk

Franklin White, Chairman

SUWANNEE COUNTY

Planning & Zoning

Executive Summary

Objective: Request to vacate an alley way located in Block 32 of the plat of Dowling Park and a portion of 235th Lane beginning at the South Right-of-way line of 114th Street running south to the North Right-of-way line of 114th Terrace.

Considerations: The applicant owns all of the land within Block 32 Plat of Dowling park. The alley way is not maintained by the County or used for anyone access. 23th Lane is an existing platted right-of-way. It is overgrown and also not maintained by the County. The other adjoining land owners have either signed on the application or submitted a letter in support.

Recommendation: Due to the fact that the alley way and portion of 235th Lane are not improved, they serve no need for public use. With no objections from surrounding land owners, staff recommends to approve this request.

Respectfully submitted,



Ron Meeks,

Development Services Director

APPLICATION FOR ROAD CLOSING

NAME: CHUCK KOHL

ADDRESS: _____ TELEPHONE: 850-464-1959

LOCATION OF ROAD (Attach vicinity map)

IS ROAD LOCATED IN A SUBDIVISION? YES IF YES, _____

Alley way between Block 32 ↓ NAME of SUBDIVISION
NUMBER/ NAME OF ROAD: 235th LANE AKA DELAWARE AVE

TYPE OF ROAD _____ PAVED _____ GRADED UNIMPROVED

LENGTH OF ROAD: 400 ft approx
~~miles~~

UNIMPROVED

NAMES OF ADJOINING LANDOWNERS:

1. Charles Downing
2. Carla Patterson
3. KATRINA
- 4.

(Continue on back if necessary)

REASONS FOR ROAD CLOSING:

1. THE PEOPLE LIVING/OWNING CONTIGUOUS PROPERTIES COULD PUT THIS ROADWAY TO BETTER USE THAN WHAT IT IS BEING USED AS NOW.
2. BEING USED AS NOW.
3. Charles Downing (I support it could be used for road use. Also I have maintain the right away for 20 yrs. (HAIF)
- 4.

(Continue on back if necessary)

Chuck Kohl

Date

Applicant

This application is made to include the alleyway directly east of 235th Lane and directly east of 237th Rd in Dowling Park, Fl. This alleyway divides my property in half. It may have been part of a plan several years ago but serves no purpose as it exists today.

After speaking with the Road Dept it is their opinion that the road and alleyway will remain in its unimproved state.

I would welcome the opportunity to pay taxes on said property and improve it in such a way to fit its best use.

Thank You
Chuck Kuehl

2-4-23

To Whom it May Concern,

I, Katrina Webb (Fortner), own the property
at 23579 114th Terrace Live Oak FL.

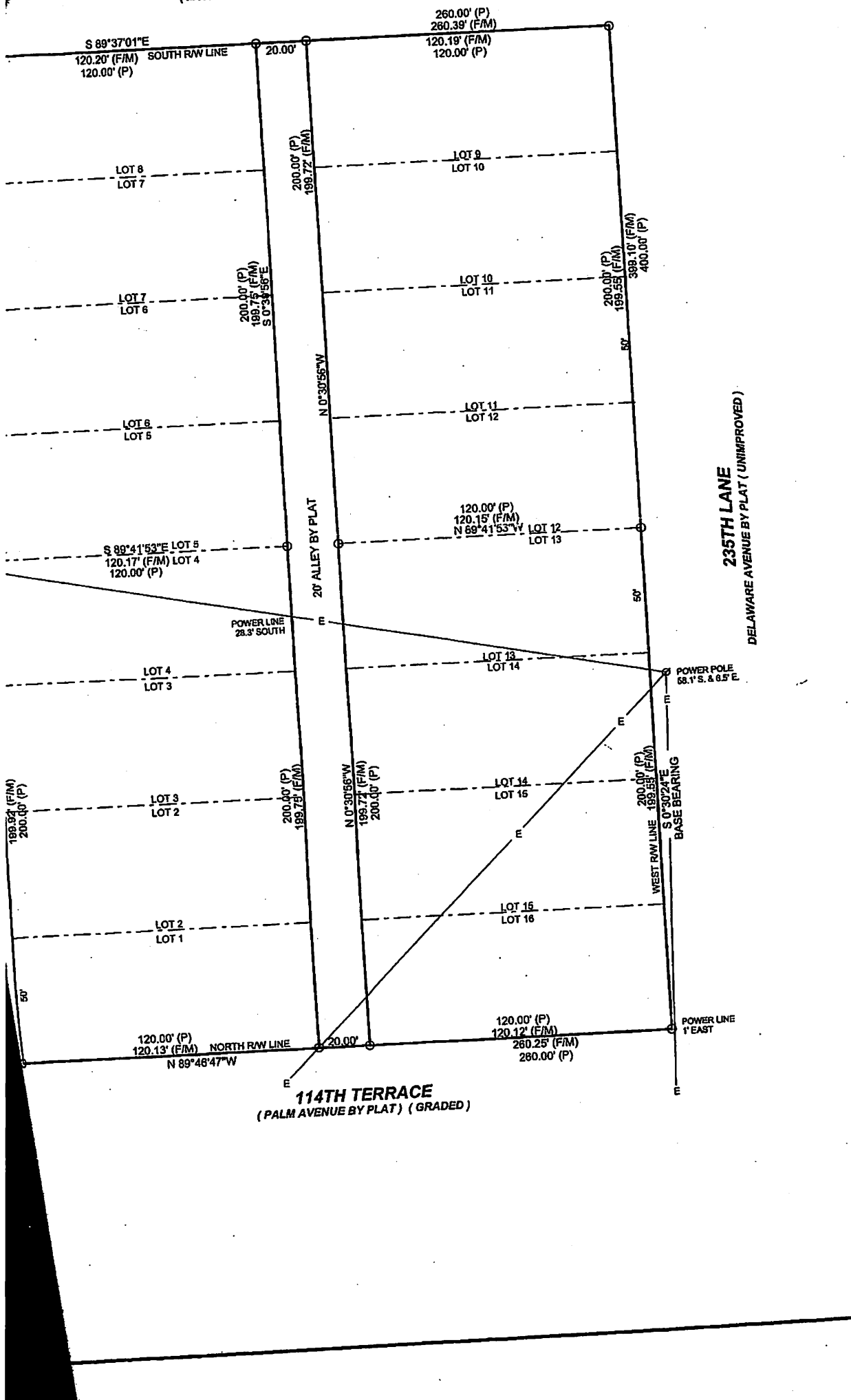
I agree to remove the alleys/right of ways
connecting to my property.

My contact information is:

Katrina Webb
377 SE Plantation St.
Lee FL 32059
(386) 249-5581
katrina.petty@gmail.com

Sincerely,

Katrina P. Webb



S 89°37'01"E
120.20' (F/M) SOUTH RAW LINE
120.00' (P)

260.00' (P)
260.39' (F/M)
120.19' (F/M)
120.00' (P)

LOT 8
LOT 7

LOT 9
LOT 10

LOT 7
LOT 6

LOT 10
LOT 11

LOT 6
LOT 5

LOT 11
LOT 12

S 89°41'53"E LOT 5
120.17' (F/M) LOT 4
120.00' (P)

120.00' (P)
120.15' (F/M)
N 69°41'53"W LOT 12
LOT 13

POWER LINE
28.3' SOUTH

LOT 13
LOT 14

LOT 4
LOT 3

POWER POLE
68.1'S. & 6.5' E

LOT 3
LOT 2

LOT 14
LOT 15

LOT 2
LOT 1

LOT 16
LOT 16

120.00' (P)
120.13' (F/M) NORTH RAW LINE
N 89°48'47"W

120.00' (P)
120.12' (F/M)
260.25' (F/M)
260.00' (P)

POWER LINE
1' EAST

114TH TERRACE
(PALM AVENUE BY PLAT) (GRADED)

235TH LANE
DELAWARE AVENUE BY PLAT (UNIMPROVED)

188.84' (F/M)
200.00' (P)

200.00' (P)
189.73' (F/M)
N 0°30'56"W
199.72' (F/M)
200.00' (P)

200.00' (P)
189.55' (F/M)
S 0°30'24"E
BASE BEARING

20' ALLEY BY PLAT

200.00' (P)
189.72' (F/M)

200.00' (P)
189.55' (F/M)
398.10' (F/M)
400.00' (P)

50'

50'

50'

50'

50'

50'

50'



Suwannee County Property Appraiser Ricky Gamble | Live Oak, Florida | 386-362-1385

PARCEL: 08-03S-11E-11465-320030 | VACANT (0) |

LEG LOTS 3 4 5 6 7 8 9 10 11 12 13 14 15 & 16 BLK 32 DOWLING PARK ORB 2387 P 294-96 WD YR 2023

KUHL CHARLES N

Owner: 21147 76TH ST
LIVE OAK, FL 32060

2023 Working Values

| | | | | | |
|-------|-----------|---------|---------|-----------|---------|
| Site: | | Mkt Lnd | \$7,000 | Appraised | ?? |
| Sales | 9/14/2022 | Ag Lnd | \$0 | Assessed | \$7,000 |
| Info | 9/1/1980 | Bldg | \$0 | Exempt | \$0 |
| | | XFOB | \$0 | Total | \$7,000 |
| | | Just | ?? | Taxable | \$7,000 |

NOTES:



Suwannee County, FL

The information on this website was derived from data which was compiled by the Suwannee County Property Appraiser Office solely for the governmental purpose of property assessment. This information should not be relied upon by anyone as a determination of the ownership of property or market value. No warranties, expressed or implied, are provided for the accuracy of the data herein, it's use, or it's interpretation. Although it is periodically updated, this information may not reflect the data currently on file in the Property Appraiser's office.

GrizzlyLogic.com



Suwannee County Property Appraiser Ricky Gamble | Live Oak, Florida | 386-362-1385

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Suwannee County, FL

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GrizzlyLogic.com

SUWANNEE COUNTY RESOLUTION NO. 2023-_____

WHEREAS, the Board of County Commissioners of Suwannee County, Florida, upon request of Chuck Kuhl, to consider renouncing and disclaiming all right of Suwannee County, Florida, and the public in and to that portion of public road in Suwannee County, Florida, hereinafter described; and

WHEREAS, a notice of public hearing on the question was given as required by law and a public hearing was held on Tuesday, February 21, 2023, a regular meeting date of the Board of County Commissioners of Suwannee County, Florida, and no one appeared at said hearing to object to the closing and vacating of the portion of said road or the renouncing and disclaiming of any right or interest of Suwannee County and the public in and to said road.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Suwannee County, Florida, that that portion of the following described public road, to wit:

Undeveloped alley way lying in Block 32 in the plat of Dowling Park measuring 20 feet wide and 235th Lane Formally Known As Delaware Avenue beginning at the South Right-of-Way line of 114th Street continuing South to the North Right-of-Way line of 114th Terrace in Section 8, all in Township 3 South Range 11 East Suwannee County, FL

Be closed and vacated and that all right and interest of Suwannee County, Florida, and the public in and to that portion or said road are hereby renounced and disclaimed.

Adopted by the Board of County Commissioners of Suwannee County, Florida, at its regular meeting on this the 21st day of February 2023.

BOARD OF COUNTY COMMISSIONERS OF
SUWANNEE COUNTY, FLORIDA

By _____
Franklin White, Chairman

ATTEST:

Barry Baker, Clerk

CHAIRMAN CALLS FOR ADDITIONAL AGENDA ITEMS.

1. _____

2. _____

3. _____

4. _____

PUBLIC CONCERNS AND COMMENTS



ADMINISTRATOR'S COMMENTS AND INFORMATION



BOARD MEMBERS' INQUIRIES, REQUESTS AND COMMENTS

