

**SUWANNEE COUNTY BOARD OF COUNTY COMMISSIONERS  
JUDICIAL ANNEX BUILDING  
218 PARSHLEY STREET SOUTHWEST  
LIVE OAK, FLORIDA 32064**

**TENTATIVE AGENDA FOR JANUARY 3, 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. a) December 20, 2022 – Regular Board Meeting  
b) December 13, 2022 – Workshop

**CONSENT:**

2. Approval of payment of processed invoices.
3. Approval of proposal from CivicPlus (formerly Municode) to update the County's Code of Ordinances and authorize payment of invoice for the same upon receipt.
4. Approval of renewal of Service and Repair Contract with Siemens Industries, Inc. for chiller systems at Suwannee County Jail and Courthouse.
5. Approval of revised Lease Agreement with Ring Investment, Inc. for CAT 950-wheel loader for Public Works and authorize County Administrator to execute, pending County Attorney review. Budgeted item.
6. Approval of Lease Agreement with Ring Investment, Inc. for eight (8) CAT 140 motor graders and authorize County Administrator to execute, pending County Attorney review. Budgeted items.
7. Renewal of Suwannee County Behavioral Health Transportation Plan.

**TIME-SPECIFIC ITEMS:**

8. **At 5:15 p.m.**, as soon thereafter as the matter can be heard, **hold a public hearing** to consider a Development Agreement with Project Wave. (County Attorney James Prevatt)

**CONSTITUTIONAL OFFICERS ITEMS:**

9. Clerk of the Court, Barry A. Baker – Discuss, with possible Board action, excess revenues returned to the Board.

**COMMISSIONERS ITEMS:**

**COUNTY ATTORNEY ITEMS:**

**GENERAL BUSINESS:**

10. Discuss, with possible Board action, establishing a sale price of surplus property located on 74<sup>th</sup> Street, Parcel ID No. 17-02S-12E-09961-004002. (Greg Scott, County Administrator)
11. **Additional Agenda Items.** The Chairman calls for additional items.
12. 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.)
13. Administrator's comments and information.
14. 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. Logan Woods, Deputy Clerk; Greg Scott, Interim County Administrator; and James W. Prevatt, Jr., County Attorney, were also present.

Chairman White called the meeting to order at 5:01 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 December 6, 2022 Regular Board meeting.

**Commissioner Land moved to approve the minutes of the December 6, 2022 Regular Board meeting. Commissioner Perkins seconded, and the motion carried unanimously.**

**CONSENT:**

Items twelve, thirteen, and fourteen were pulled for discussion.

**The second item on the agenda** was to approve payment of \$3,140,519.28 in processed invoices.

**The third item on the agenda** was acceptance of a recommendation from the Live Oak-Suwannee County Recreation Board to hire a new Parks and Recreation Director (Jason Furry) with an effective date of December 19, 2022.

**The fourth item on the agenda** was approval of a letter in support of the North Florida Economic Development Partnership's application for a Rural Regional Development Grant from the Florida Department of Economic Opportunity.

**The fifth item on the agenda** was approval of a Task Order with Asphalt Paving Systems in the amount of \$35,370.80 for chip seal of Railroad Street (railroad crossing west side of 139<sup>th</sup> Drive to 137<sup>th</sup> Road). Budgeted item. **(Agreement No. 2023-21)**

**The sixth item on the agenda** was approval of a Task Order with Asphalt Paving Systems in the amount of \$69,907.76 for chip seal of Railroad Street (railroad crossing west side of 139<sup>th</sup> Drive to 147<sup>th</sup> Road). Budgeted item. **(Agreement No. 2023-22)**

**The seventh item on the agenda** was approval of a Task Order with Asphalt Paving Systems in the amount of \$26,362.10 for chip seal of 139<sup>th</sup> Court. Budgeted item. **(Agreement No. 2023-23)**

**The eighth item on the agenda** was approval of a Task Order with Asphalt Paving Systems in the amount of \$93,050.56 for chip seal of 155<sup>th</sup> Lane and 155<sup>th</sup> Loop. Budgeted item. **(Agreement No. 2023-24)**

**The ninth item on the agenda** was approval of a Task Order with Asphalt Paving Systems in the amount of \$21,662.96 for chip seal of 139<sup>th</sup> Lane. Budgeted item. **(Agreement No. 2023-25)**

**The tenth item on the agenda** was approval of a contribution in the amount of \$30,000 (from E911 current year revenues) to the Suwannee County Sheriff's Office, to be used for Call Taker Salaries.

**The eleventh item on the agenda** was approval of an Internet service renewal amendment for Public Works/Administration (for service to be on a month-to-month basis).

**The twelfth item on the agenda** was approval of Change Order No. 4 with Music Construction in the amount of \$2,866.50 for work associated with the wastewater plant.

This item was pulled from the consent agenda for discussion.

**The thirteenth item on the agenda** was authorization to execute the Department of Environmental Protection's Consent Order associated with the CR 136 Water Treatment Plant and authorize the Clerk's Office to issue a check in the amount of \$8,945.

This item was pulled from the consent agenda for discussion.

**The fourteenth item on the agenda** was authorization for Liberty Partners to apply for a RAISE Grant and/or a State Appropriation request for construction of 184<sup>th</sup> Street.

This item was pulled from the consent agenda for discussion.

**The fifteenth item on the agenda** was adoption of a resolution authorizing the Chairman and/or County Administrator to execute all documents associated with the RAISE Grant and/or State Appropriation request for construction of 184<sup>th</sup> Street. **(Resolution No. 2023-06)**

**The sixteenth item on the agenda** was award of a bid to Gulf Atlantic Culvert Company, Inc. for galvanized corrugated metal pipe on an as-needed basis (Bid Solicitation No. 2022-02; bids were opened December 6, 2022).

**Commissioner Hale moved to approve consent items 2-11 and 15-16. Commissioner Land seconded, and the motion carried unanimously.**

**The twelfth item on the agenda** was approval of Change Order No. 4 with Music Construction in the amount of \$2,866.50 for work associated with the wastewater plant.

Commissioner Mobley stated that he had issues with the change order and cost of the work. He attempted to obtain an itemized detail of the work and felt there could also be possible code violations at the site. Commissioner Mobley wished to postpone payment until he could learn more.

Tory Humphries, North Florida Professionals, stated that a prior change order had authorized the conversion of the hotel's existing septic system to a lift station. However, once the work was performed, it was found that the electrical components were not sufficient as originally thought and the new amp and control panel were necessary. The change order for approval tonight was for the retrofit work and electrical changes already completed.

Commissioner Mobley continued to discuss his concern with the change order and felt it should have been a part of the previous change order. He also questioned the high cost of the 50-amp electrical

breaker and the workmanship. Commissioner Mobley had gone to the site and found improper distances for pipe backfill, which was a code violation. Additionally, he did not find where a licensed contractor performed the work, nor where a contract was pulled for the project. Commissioner Mobley did not understand how the work was signed off on.

Ms. Humphries stated that the County had an inspector on site and the work had already been completed and signed off on. She stated she would check on the pipe backfill distances.

Discussion ensued on how the work was performed, permitting for the project, parts of the project that were handled by Music Construction versus Salser, the cost of the amp, prior conversations pertaining to the need for the lift station, what was included in the survey for the project, and retrofit of the existing septic system at the hotel to be a lift station.

Commissioner Mobley again reiterated that he felt the price for the change order was high and that the wiring was not up to code for electrical requirements.

Chairman White noted they could have the County Inspector view the site, but that since the work was already completed and payment signed off on, the County really had no option but to pay the amount.

Discussion ensued on whether to table the issue or to go ahead and pay the amount since the work had already been completed.

**The Board tabled approval of the change order until the next meeting to allow for further research and inspection.**

As it was after 5:05 p.m., Chairman White moved to Time Specific items.

**TIME-SPECIFIC ITEMS:**

**The seventeenth item on the agenda** was at 5:05 p.m., or a soon thereafter as the matter could be heard, to hold a public hearing to consider adoption of a resolution approving Special Permit for

Temporary Use Request No. SPTU-22-11-01 by Harriette Wells and Curtis Gefrey Humphries, to be granted a special permit for temporary use under Section 14.10 of the Suwanee County Land Development Regulations for a 5-day earth skills educational gathering on property zoned Agriculture-1 (A-1).

Chairman White opened the public hearing.

County Attorney Prevatt swore in all those wishing to speak.

Ronald Meeks, Planning and Zoning Director, discussed the application, noting that the event would be held from February 21<sup>st</sup>-26<sup>th</sup>, 2023. He added he had always received positive feedback regarding the earth skills gathering and briefly noted the variety of events and activities that took place. Mr. Meeks stated the Planning and Zoning Board had recommended approval of the application and entered the file into the record as Composite Exhibit No. 1.

Chairman White opened the floor to public comments. There being none, Chairman White closed the floor to public comments.

**Commissioner Land moved to adopt a resolution approving Special Permit for Temporary Use Request No. SPTU-22-11-01 by Harriette Wells and Curtis Gefrey Humphries, to be granted a special permit for temporary use under Section 14.10 of the Suwanee County Land Development Regulations for a 5-day earth skills educational gathering on property zoned Agriculture-1 (A-1). Commissioner Perkins seconded, and the motion carried unanimously. (Resolution No. 2023-07)**

**The eighteenth item on the agenda** was at 5:15 p.m., or as soon thereafter as the matter could be heard, to hold the first of two public hearings to consider a Development Agreement with Project Wave.

County Attorney Prevatt swore in all those wishing to speak.

County Attorney Prevatt discussed the development agreement and reminded the Board of their previous action to approve an economic development grant agreement for Project Wave. He discussed a few details of the project, adding that the large manufacturing facility would be constructed adjoining the

Catalyst Site and would create around 50 full-time jobs. County Attorney Prevatt noted that the company had met the economic grant requirements approved in October and in November, the Board had approved a summary of terms for the development agreement. The agreement presented tonight was the expanded version of those summary terms and was the final negotiated language. However, there had been a few changes to the easements and associated exhibits, which were not included, but would be amended and included in the agreement when it was presented at the next meeting. County Attorney Prevatt discussed the easement changes and utility line that would run through the property.

Discussion ensued on the easement changes and details of the agreement.

Commissioner Land thanked Commissioner Hale for his project work as Board representative.

Economic Development Director Jimmy Norris added that they had been working with the company for some time and the project was in the finale stages.

County Attorney Prevatt stated that he was not asking for approval of the agreement tonight, as the first public hearing was just to allow for any comments or changes to the agreement from the Board or the public. The agreement would be presented for approval at the next regular meeting.

**The Commissioner were fine with the proposed agreement and the noted easement changes.**

Chairman White opened the floor to public comments. There being none, Chairman White closed the floor to public comments.

Chairman White closed the public hearings and returned to items pulled from the consent agenda.

**The thirteenth item on the agenda** was authorization to execute the Department of Environmental Protection's Consent Order associated with the CR 136 Water Treatment Plant and authorize the Clerk's Office to issue a check in the amount of \$8,945.

Commissioner Land shared information he had gathered since the item had been tabled at the last meeting. He stated that the fine was due to a miscommunication on the County and the engineering



company's part. The Department of Environmental Protection (DEP) had to release the new system before work could begin, but the project was in two parts – the water lines and the water plant itself. However, when DEP cleared work for the water lines, they had not yet cleared work on the water plant. The County misunderstood and thought the whole project had been authorized for work, and so was fined when they started work on the water plant portion. The fine had since been negotiated to the lower amount.

Discussion ensued on the fine and that some of the cost was also due to a lack of testing at the water plant and a time limit not met for a portion of the project.

**Commissioner Land moved to approve execution of the Department of Environmental Protection's Consent Order associated with the CR 136 Water Treatment Plant and authorize the Clerk's Office to issue a check in the amount of \$8,945. Commissioner Mobley seconded, and the motion carried unanimously.**

**The fourteenth item on the agenda** was authorization for Liberty Partners to apply for a RAISE Grant and/or a State Appropriation request for construction of 184<sup>th</sup> Street.

Commissioner Perkins asked for information regarding the process of the grant. Interim County Administrator Scott and Shannon Roberts, County Digital Content Manager, discussed in much detail the process of grant applications and federal grants.

Chairman White noted that a State grant had been awarded to the County earlier in the day.

Mr. Roberts discussed the grant the County had received from the State for rural infrastructure.

Discussion ensued on grant funding and the RAISE grant.

**Commissioner Perkins moved to authorize Liberty Partners to apply for a RAISE Grant and/or a State Appropriation request for construction of 184<sup>th</sup> Street. Commissioner Land seconded, and the motion carried unanimously.**

**COMMISSIONERS ITEMS:**

Chairman White asked if there were more chip seal roads scheduled to be completed or if they were all approved tonight. County Administrator Scott replied there were more to come.

Discussion ensued on chip seal roads.

Chairman White discussed the Florida Rural Economic Development conference.

Economic Development Director Jimmy Norris continued discussion of the conference, economic and tourism updates, and economic details specific to Suwannee County. He also mentioned conversations held with broadband companies they met at the conference.

**COUNTY ATTORNEY ITEMS:**

There were none.

**GENERAL BUSINESS:**

**The nineteenth item on the agenda** was 2023 Annual Committee Appointments.

Chairman White read through the list of appointments, including the newly added Suwannee County Affordable Housing Committee.

**The Board agreed by consensus to the 2023 Annual Committee Appointments.**

**The twentieth item on the agenda** was to discuss, with possible Board action, solid waste decals.

Interim County Administrator Scott presented the two new decal images from which the Board could choose and briefly mentioned the letter that would be sent out with the decals attached.

**The Board by consensus chose Decal Image Number 5.**

**The twenty-first item on the agenda** was Additional Agenda Items.

There were none.

**The twenty-second item on the agenda** was public concerns and comments.

Bo Hancock, 6135 Wiggins Road, Live Oak, noted that the static cling feature of the decals had not seemed to hold up well with the last batch of decals and could be an issue with the new ones.

Commissioner Hale suggested looking into a movable type of decal in the future.

Moses Clepper, 14581 102<sup>nd</sup> Path, Live Oak, questioned the change order from Item 12. He had looked up online the average cost for installation of a 50-amp outlet and found it was much less than the change order amount. He felt that the violation issues noted by Commissioner Mobley were the start of more issues to be discovered. Mr. Clepper further discussed his concerns and potential unseen problems.

**The twenty-third item on the agenda** was Administrator's comments and information.

County Administrator Scott thanked Mr. Roberts for his work on the grant, as well as his assistance with several dump trucks that had been recalled due to a faulty part. He also noted that new road graders had arrived and the Legislative delegation would be at the Judicial Annex on January 13<sup>th</sup>.

Discussion ensued on the delegation and County Administrator Scott's updates on his time at the County Office thus far.

County Administrator Scott noted how impressed he was with County staff and thanked them for the work they did for the County.

Chairman White stated he had another item to be discussed tonight regarding salary and other employment terms for County Administrator Scott that was sent out for review earlier in the day. He asked the other Commissioners for their input regarding the salary and terms: salary of \$140,000 a year as long as Mr. Scott was serving as interim, Mr. Scott would abide by the same leave accumulation cap as other County employees, and should the County transition to the separation of County Administrator and Public Works Director as separate employee rolls, Mr. Scott's salary would then come up for negotiation to a lower rate since the work load would decrease.

It was noted that the salary proposed was less than that of the previous County Administrator.

Commissioner Land stated he was fine with the suggested \$140,000 salary and terms, and noted that the previous County Administrator employment agreement had no cap on the accrual of annual time. He thanked and appreciated Mr. Scott's willingness to step up to the County Administrator role and for agreeing to abide by the time accrual standards listed in the employee policy.

Discussion ensued on the terms of Mr. Scott's employment agreement as County Administrator.

Chairman White opened the floor to public comments.

Mr. Clepper did not feel Mr. Scott had enough experience running a County and objected to the Board's decision to pay him a salary almost as high as the previous County Administrator.

Chairman White felt that Mr. Scott was more than qualified and capable of running the County and performing the duties of County Administrator, as Mr. Scott had a lot of experience.

Discussion ensued on the salary, Mr. Clepper's comments, and Mr. Scott's qualifications.

Economic Development Director Norris, Library Director Betty Lawrence, Fire Chief Eddie Hand, Mr. Hancock, the Commissioners, Planning and Zoning Director Meeks, and Sheriff Sam. St. John all commented on and commended Mr. Scott for the excellence of his work, his qualifications, how long he had worked for the County, and that he was a man of good character and personal integrity. They all felt Mr. Scott was the best option for County Administrator, was more than qualified for the work, and that the salary amount was worth it as the workload of the County Administrator position would not change just because a new person was filling the role.

Much discussion ensued on the salary proposed and that Mr. Scott was qualified for the job.

County Attorney Prevatt stated the Board would need to approve the salary amount and employment terms presented by the Chairman, as well as take out "interim" from Mr. Scott's designation. He would draft the full employment agreement to come to the Board for approval at the next meeting.

**Commissioner Land moved to approve the salary and employment terms to be drafted in a formal agreement, and to take out the term “interim” from Mr. Scott’s County Administrator title.**

**Commissioner Mobley seconded, and the motion carried unanimously.**

**The twenty-fourth item on the agenda** was Board Members’ inquiries, requests, and comments.

Commissioner Perkins thanked Mr. Scott for stepping up to the County Administrator role and wished everyone a Merry Christmas.

Commissioner Mobley had nothing to discuss other than wish everyone a Merry Christmas.

Commissioner Land thanked County Administrator Scott and Mr. Roberts for their work on the State grant than had been received. He also commented on the Library’s staff development day and congratulated Jason Furry on becoming the Parks and Recreation Director.

Mr. Furry thanked the Board for their support.

Jeff Lee, Recreation Board member, felt Mr. Scott was a good choice for County Administrator.

Commissioner Land, Hale, and Chairman White wished everyone a Merry Christmas.

**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 6:43 p.m.

ATTEST:

\_\_\_\_\_, DC  
BARRY A. BAKER  
CLERK OF THE CIRCUIT COURT

\_\_\_\_\_  
FRANKLIN WHITE, CHAIRMAN  
SUWANNEE COUNTY BOARD OF  
COUNTY COMMISSIONERS

5:00 p.m.

The Suwannee County Board of County Commissioners met on the above date and time for a workshop and the following were present: Chairman Franklin White; Commissioner Don Hale; Commissioner Maurice Perkins; Commissioner Travis Land; and Commissioner Leo Mobley. Logan Woods, Deputy Clerk; Greg Scott, Interim County Administrator; and James W. Prevatt, Jr., County Attorney, were also present.

Chairman White called the meeting to order at 5:01 p.m. and asked Commissioner Perkins to lead the invocation and Pledge of Allegiance to the Flag of the United States of America.

**The first item on the agenda** was to discuss Land Development Regulations.

Ronald Meeks, Planning and Zoning Director, stated that he, Code Enforcement Officer Robin Crespo, and Building Inspector Mac Hinkle had been working on revised regulations pertaining to the continuing issues with RV permits and code violations. There were two different types of RV permits: a one-year temporary use permit, and a recreational vehicle permit for people who already owned vacant property in the County with a primary residence elsewhere and that limited occupancy in an RV to six months within a calendar year. Mr. Meeks discussed the differences in the two permits and the violation issues occurring with the six-month permit. In response to the increasing violations and increased RV usage as the County population grew, Mr. Meeks, Mr. Crespo, and Mr. Hinkle had compiled a list of suggestions for the Land Development Regulations (Section 4.18.37) and permit changes to help correct and prevent repeated issues. Mr. Meeks noted that what he would be presenting was a working list for consideration and could be altered as the Board saw fit. Additionally, language used in defining recreational vehicles would also need to be refined to fit current RVs. He also addressed the moratoriums in place for personal RV permits and RV parks and campgrounds, adding that a RV permit moratorium

may not need to be extended, as the required two public hearings for an ordinance approving LDR text amendments could be passed as early as March.

Mr. Meeks then discussed the presentation in much detail and covered the following suggestions:

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. RVs shall be removed from the property or stored in a completely enclosed building when not in use.
4. Property is limited to 1 RV site. No other RVs may be connected or stored on 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.

Discussion ensued on annual renewal of permits and having permits posted in an easily accessible, weatherproof area to allow easy identification during inspections. Mr. Meeks also discussed the idea of employing a system where permit application renewal would correlate to the regular vehicular tag renewal (to be renewed in January of each year).

Discussion ensued on a decal-type system for permit renewals.

Mr. Meeks continued to discuss the list of suggested changes to LDRs:

7. RVs 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 (date LDR changes approved) 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.

Next, Mr. Meeks addressed a possible amended schedule of fees to increase the RV permit amount. The full renewal amount would be due in January each year and the permit cost prorated throughout the year (\$360 permit fee reduced by \$30 each month and \$300 permit fee reduced by \$25 each month). The increase in fees would help cover additional costs incurred through annual permit renewals and resulting increase in clerical and site work. Mr. Meeks presented barcode image samples that could be employed for quick identification of permit compliance and detailed a plan of execution for the suggested changes, including changes to recreational vehicle inspections, timelines for notices, etc.

Discussion ensued on storage of RVs once a house permit was issued, and whether it would be satisfactory for just electrical service to be connected while an RV was not in use.

It was noted that the intent of the changes to the LDRs was to help correct issues caused by those who did not abide by regulations, not make things difficult for those legally following permit requirements.

Discussion ensued on accountability and follow-up inspections regarding occupancy time limits, renewal of permits, that the permit fee did not include fire and solid waste assessments, family members staying in RVs over holidays, pro-rated permit renewal amounts, and construction site use of RVs that was covered under a different permit.

Code Enforcement Officer Crespo continued the presentation regarding Code Enforcement.

He first addressed the various code violations seen in field photos captured around the County and reiterated that the changes were focusing on those who did not comply with current LDRs. Mr. Crespo stated that many of the violations were also health concerns. He detailed the issues he witnessed in the field and his current case load for violations. Mr. Crespo felt that the "community-minded" approach currently in place was a good way to go about violation corrections and noted that most of the violations were corrected in the field. He discussed the process of sending notices to RV permit holders to inform them that they needed to correct violations and detailed the process behind code enforcement and how



cases were handled. Mr. Crespo stressed that the enforcement process needed to be streamlined to keep up with the new code violations, especially if the suggested LDR changes were approved, which would result in a higher case load. Mr. Crespo then detailed the four types of cases or violations encountered: care of premises, power course altered, non-road ready, and unpermitted septic system. He discussed in much detail the various "plans of execution" for each type of violation, as well as suggested changes to procedures and fine amounts for each type of violation.

Discussion ensued on the number of limited use wells around that County that had tested positive for fecal matter, as well as the number that increased between 2021 and 2022.

Mr. Crespo again stressed the impact of these violations on public health and the need to streamline the current process to tackle the increasing violation problems. He then presented the need for a revised budget (an increase to \$350,000) to accommodate suggested five-year plan changes.

Discussion ensued in detail on aspects of the five-year plan: time management, administration staff/dedicated office technicians, field staff, increased education/certification, and updates to safety protocols and equipment. More discussion ensued on safety concerns, the need for training related to protocols for unsafe inspections, as well as that children were sometimes present at the violation sites.

Chairman White commended Mr. Crespo on the work he had done in addressing code violations and how he handled community members with compassion and respect. He added that many of the surrounding counties were also encountering these RV-related issues.

Mr. Meeks thanked Mr. Crespo for his work and commented on the increasing workload. He added that any changes to the LDRs needed to be carefully considered for potential unintended consequences and how it would be enforced to make the changes feasible.

Discussion ensued on how to proceed with the changes and associated definition changes.

Commissioner Land stated that he was fine with the nine suggestions presented for RV permit requirements (as long as County Attorney Prevatt approved the wording), the suggested fee schedule, and annual permit renewal. He was also in favor of Mr. Meeks continuing to work with the County Attorney to clean up the recreational vehicle definitions. He noted that he did not want to drag out the process longer than needed, as the moratorium was impacting law-abiding businesses and landowners. Commissioner Land reiterated that the Board did not wish to impact property rights, but simply wished to address violation issues that affected public health and wellbeing.

Discussion ensued on a timeline for when the adjusted LDRs could be in place.

Commissioner Hale thanked Mr. Crespo and Mr. Meeks for their work on the presentation.

Chairman White asked for public comments.

Billy Golightly, 1683 151<sup>st</sup> Road, Live Oak, stated that although he understood the need for enhanced code enforcement and LDR changes, he was concerned that the issue was being overregulated. He felt the current number of open cases did not warrant such a perceived “overhaul” of changes in the County’s LDRs. Mr. Golightly cautioned the Board from overreaching regulation and felt there was a simpler approach to the issue, such as hiring additional code enforcement staff.

Steve Fontana, 2181 141<sup>st</sup> Street, Live Oak, reiterated Mr. Golightly’s comments on over-regulation.

Mr. Meeks addressed the public comments and that he and staff had already explored other ways to address these issues, but the number of violations were increasing around the County and the increasingly large amount of people moving to the area only exacerbated the problem.

Mr. Meeks then discussed the permit for RV parks and campgrounds, noting there was not a lot of regulation for that permit and the number of RV park and campground applications had drastically increased over the last several years. There were several issues occurring with the RV campgrounds, the biggest of which was that people were staying at campgrounds as a type of “residence”. He discussed the

suggested regulation changes: a required distance between existing RV parks and campgrounds and new applications, rerouting such applications directly to the County Commission instead of through Planning and Zoning, acreage density amounts for primitive camping and normal sites, and park model limitation based on a percentage of site dedication. The number of sites was also dictated by what could be supported and serviced on the property for well and septic. Mr. Meeks also addressed updated setbacks and buffer requirements, inclusion of prohibited usages, occupancy limitations, and limiting the placement of RV campgrounds to only those areas that accessed arterial roads.

The Commissioners expressed that they were fine with the proposed changes and for Mr. Meeks to continue working with County Attorney Prevatt to submit a finalized version for approval.

Discussion ensued on the moratoriums in place and which of the nine regulations for personal RV permits were new additions versus those that were already existing in LDRS but were modified.

Discussion also ensued on sheds that people altered to use as a dwelling that did not comply with building regulations, how complaints were received, inspection calls, the 6-month occupancy within a calendar year limitation for the RV permit, what would suffice for “proof of residency” for a primary residency elsewhere, how to go about adopting the RV permit changes, and how to deal with RV permits issued prior to the adoption date of the rule changes and “retroactivity” of past permits.

Much discussion continued on how to address past permits and new inspections.

Mr. Meeks thanked the Commissioners for their time.

Commissioner Perkins questioned how inspection of existing permits for septic would be handled if the State passed the mandatory five-year septic inspection for homeowners. Kerry Waldron, Suwannee County Health Department, addressed the Commissioner’s concerns, noting that the bill had yet to pass.

Moses Clepper, 14581 102<sup>nd</sup> Path, Live Oak, stated he was in favor of the recommended regulations on RV parks and campgrounds, as he did not want a huge influx of RV campgrounds in the

County. He questioned the recommendation to store personal RVs in enclosed buildings and the need to find a balance between necessary changes and overregulation.

Stacy Dachuk, 17858 89<sup>th</sup> Road McAlpin, was concerned with the enclosed storage requirement, pointing out the high cost of construction for such enclosures. She also questioned how it would be regulated and enforced.

Mr. Meeks reiterated that the proposed changes were just a “working list” of recommendations.

Ms. Dachuk continued to discuss her concerns with some of the recommendations and how it would affect law-abiding permit holders. She also questioned how permit issuance would be handled if a person did not have a permanent residence if they were in the middle of relocating to a new area. Mr. Meeks replied in those instances, a 1-year temporary use permit could be obtained, which was different from the RV permit and did not require a permanent residence.

Discussion ensued on cases where someone may be moving and not have a permanent residence, how they could apply for a permit, and the 1-year temporary use permit.

Discussion also continued on removing the enclosed storage shed for RVs not in use from the list of recommended changes (recommendation number three).

J. R. Morrill, 12590 72<sup>nd</sup> Terrace, Live Oak, discussed his various concerns with the proposed regulations and questioned the impact on full-time RV-goers. He believed the Board should focus more on those who were less fortunate and could not afford necessities, let alone various permits, rather than dealing with a minority of people who did not follow the law. Mr. Morrill was also concerned with government overreach.

Chairman White asked Mr. Morrill his opinions on the suggested changes and where he felt the Board was “overreaching”. Mr. Morrill replied he did not think they were overreaching, but that they needed to find a common ground to suit different interests and financial concerns.

Much discussion ensued on Mr. Morrill's concerns with the regulations and permit changes.

Commissioner Land addressed Mr. Morrill's concerns on overreaching property rights and working to find a balance in regulations so that issues were dealt with without creating overregulation.

Mr. Clepper commented on annual renewals and mentioned use of semi-annual renewals.

Lyn Touchton, 8837 185<sup>th</sup> Road, Live Oak, asked the Board to be good stewards of the land around the County and stressed how these violation issues needed to be enforced. She made several suggestions for the Board's consideration regarding improvements, permit regulations, and fine enforcement.

Discussion ensued on how situations were handled when a permitted RV lot was sold.

**The Board agreed to remove item number three regarding the complete enclosure of stored RVs from the list of LDR changes and that they were fine with the recommended permit fee changes.**

Discussion ensued on need for follow up and inspection once the changes took place.

**The Board agreed that permits approved prior to when the LDR changes were adopted would be grandfathered in and only new permits from the approved date forward would be impacted, unless the existing permits were in violation, in which case they would have to come back for a new permit.**

County Attorney Prevatt stated he would work with Mr. Meeks regarding the change of definitions and specific language for the recommended modifications.

Interim County Administrator Scott added that violation fees also typically included the cost of operation to the pertinent office, so that the cost did not fall to the taxpayers.

Discussion ensued on permit fees, funding, budget increases, cost of prosecution fees for code violations, and that RV park and campground intensity regulations were largely based on Health Department regulations.

Commissioner Land suggested that the permits for RV parks and campgrounds be turned into a special permit instead of a special exception so that those applications would be handled by the County

Commission instead of the Planning and Zoning Board, who as volunteers had to sometimes deal with unruly citizens who were opposed to some of the RV campgrounds.

Discussion continued on LDR modifications and projects of higher magnitude coming before the County Commission instead of the Zoning Board.

After discussing a potential timeframe for when the changes could be approved, Mr. Meeks stated that the changes could be brought before the Planning and Zoning Board in their January meeting, with the two public hearings for the ordinance to be passed by the County Commission being held in February, so the LDR changes could be adopted by early March.

The Commissioners and Interim County Administrator Scott thanked Mr. Meeks, Mr. Crespo, and Mr. Hinkle for their work and presentation.

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

There being no further business to discuss, the meeting adjourned at 8:01 p.m.

ATTEST:

\_\_\_\_\_, DC  
BARRY A. BAKER  
CLERK OF THE CIRCUIT COURT

\_\_\_\_\_  
FRANKLIN WHITE, CHAIRMAN  
SUWANNEE COUNTY BOARD OF  
COUNTY COMMISSIONERS

## **Agenda Item No. 2**

Approval of payment of processed invoices.

## EXECUTIVE SUMMARY

Barry Baker  
Clerk of the Circuit Court

**Synopsis:** Consider acceptance of a quote for approximately \$1,147.76 from CivicPlus to update the County's Code of Ordinances, and payment of invoice for the same upon receipt.

---

**OBJECTIVE:**

To have the Board of County Commissioners accept a quote for approximately \$1,147.76 from CivicPlus (formerly MuniCode) to update the County's Code of Ordinances, and payment of invoice for the same upon receipt.

**CONSIDERATION:**

The attached email contains within it a quote for approximately \$1,147.76 to update the County's Code of Ordinances. These updates are needed periodically (normally about once per year) to keep the online and paper versions of the County's Code of Ordinances up to date with the Board's actions. The Code has not been updated since November 30, 2021. The invoice will be adjusted depending upon the final number of pages to be updated.

**RECOMMENDATION:**

That the Suwannee County Board of County Commissioners review the information presented by the Office of the Clerk of the Circuit Court and approve the quote of approximately \$1,147.76 from CivicPlus to update the County's Code of Ordinances.

December 29, 2022

Prepared By: **C**  
ERIC MUSGROVE  
DEPUTY CLERK

For: BARRY BAKER  
CLERK OF THE CIRCUIT COURT



**From:** Municode Info <[info@municode.com](mailto:info@municode.com)>

**Sent:** Wednesday, December 28, 2022 3:56 PM

**To:** Eric Musgrove <[ericm@suwgov.org](mailto:ericm@suwgov.org)>

**Cc:** Susan Webb <[SWebb@civicplus.com](mailto:SWebb@civicplus.com)>

**Subject:** Updated Estimate for Supplement #16 - Suwannee County, FL Code of Ordinances - 1999(13234)

Mr. Musgrove,

We are pleased to provide the following cost estimate for Supplement No. 16 to the Suwannee County, FL Code of Ordinances. We will wait for your authorization before proceeding with the publication of this Supplement.

**Estimate for Supplement No. 16:**

54 pages @\$18.94 per page= \$1022.76

2 Ord link Ordinances @\$50 = \$100

Estimated shipping of 25 copies= \$25

Estimated Total= \$1147.76

Please keep in mind that the above figures are approximations. This estimate does not include tabular matter, graphics, chapter divider tabs or tax, if applicable. Once the supplement is completed and invoiced, we bill only for the *actual* number of pages generated by the amending ordinances.

Ordinances held for inclusion in Supplement No. 16:

2022-03

2022-04\*

2022-05\*

2022-07

2022-08\*

2022-09\*

2023-01 \*

2023-02\*

2023-03\*

*\*It is not necessary to send us ordinances that do not amend the Code. Attached is an explanation of what is generally omitted from the Code.*

Please do not hesitate to contact us if you have any questions or if we may be of help in any way. It is a pleasure to be of service to you and the County of Suwannee!

## Dana J. Martin

Sales Operations • **CivicPlus**

P: 800.262.2633 x7483

[civicplus.com](http://civicplus.com)

[djmartin@civicplus.com](mailto:djmartin@civicplus.com)

# **municode**

-----\*-----  
**CONNECTING YOU & YOUR COMMUNITY**

## **OMITTED ORDINANCES FOR CODIFICATION**

Municode normally only includes ordinances of a general or permanent nature into the code and supplements. The following ordinances are normally omitted from the code.

- purchase orders, change orders and other contractual ordinances guaranteeing payment of money
- bond issuance
- annual tax levies (ad valorem)
- street opening, closing, renaming, vacating, accepting grade lines
- transfers, sales or acceptances of real or personal property
- rezoning
- acceptance of subdivisions
- a temporary ordinance that is general in effect (e.g., a one-year increase in the sales tax)
- a special ordinance that is permanent in effect (e.g., the creation of a special taxing district that affects the downtown development district)
- an ordinance that was passed for a purpose that has been consummated or is otherwise obsolete (e.g., black-out regulations left over from World War II; declaration of drought)

The following ordinances are often included in a code and thus any amendments passed relating to these topics should be sent to maintain the code. You should review your code to determine if these provisions are included or if you would like them to be included.

- zoning and subdivision ordinances
- building and technical code amendments
- personnel plans
- franchises
- employee salaries
- fees (water rates; recreation-related fees; building permit fees)
- traffic schedules for specific streets
- Specific streets designations (one way, speed limits etc.)
- Fees (fee schedule)

# SUWANNEE COUNTY

## Administration

### Executive Summary

#### Objective:

Renew service and repair contract with Siemens Industries Inc. for the chiller systems at Suwannee County Jail and Courthouse.

#### Considerations:

When initially awarded Siemens bid was ½ the price of the nearest competing bidder and even with price cost adjustment are well below their competitions initial quote.

They have provided excellent service and responded promptly to all needs including any emergency service requests.

All work performed has been done in a professional manner with a focus on communication and OEM specifications.

A major failure of these systems could cost the County hundreds of thousands of dollars.

Any repairs made are included in the contract with only the exclusion of freon.

This renewal is for a one year period.

This is a budgeted item.

#### Recommendation:

Renew the service/ repair contract with Siemens Industries

Respectfully submitted,

Marcus Durham,

Suwannee County Facilities Director

SIEMENS

**PROPOSAL**

BFL3-BAU Suwannee Chillers yr

**PREPARED BY**

Siemens Industry, Inc. ("Siemens")

**PREPARED FOR**

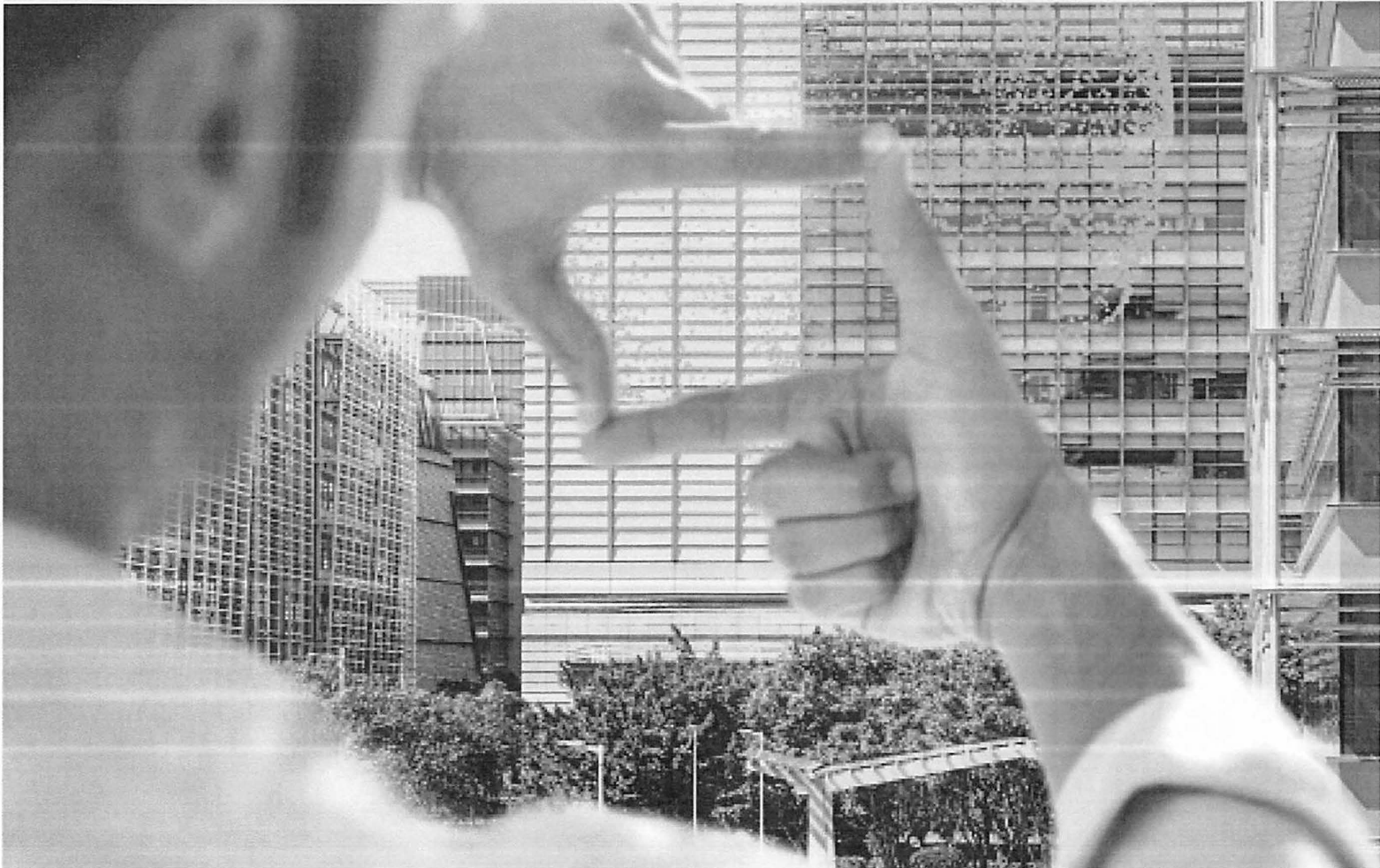
SUWANNEE COUNTY- Mr. Marcus Durham

**DELIVERED ON**

December 29, 2022

SMART BUILDINGS

# Transforming the Everyday



**Table of Contents**

- INTRODUCTION ..... 1
  - Proposal Information ..... 1
  - Contact Information ..... 3
  
- CUSTOMER OVERVIEW ..... 4
  - Executive Summary Addendum to Contract# 2020-10- add term ..... 4
  - Siemens Capabilities & Customer Commitment ..... 5
  
- SERVICE SOLUTION ..... 6
  - Building Services - Mechanical ..... 6
  - Emergency Response Times - Mechanical ..... 7
  - Equipment Inventory ..... 9
  - Mechanical Exclusions and Clarifications ..... 10
  
- SERVICE IMPLEMENTATION PLAN ..... 11
  - Connectivity and Communications ..... 11
  - Service Agreement Contract Characteristics ..... 12
  - Equipment Related Services ..... 13
  - Service Team ..... 14
  
- TERMS AND CONDITIONS ..... 15
  - Terms and Conditions ..... 15
  - Agreement Terms for Investments ..... 16
  
- SIGNATURE PAGE ..... 17
  - Signature Page ..... 17
  
- APPENDICES ..... 18
  - Appendix A: Siemens Service Portfolio ..... 18

## Contact Information

Proposal #:	7540682
Date:	12/29/22

Sales Executive:	Philip R. Garcés
Branch Address:	8940 Western Way, Suite 1 Jacksonville , FL 32256
Telephone:	904-608-4841
Email Address:	philip.garces@siemens.com

Customer Contact:	Mr. Marcus Durham
Customer:	SUWANNEE COUNTY
Address:	13150 80TH TER LIVE OAK FL 32060-8822

## **Executive Summary Addendum to Contract# 2020-10- add term**

### **Customer Needs**

The Services proposed in this agreement are specifically designed for SUWANNEE COUNTY, and the services provided herein will help you in achieving your facility goals.

### **Services Included**

Siemens will provide the following services.

#### Service Description

- Annual Inspection
- Operational Inspection
- Refrigerant Analysis
- Condenser Tube Cleaning (water)
- Evaporator Tube Cleaning (water)
- Repair & Replacement

## **Siemens Capabilities & Customer Commitment**

Siemens Industry, Inc. is a leading single-source provider of cost-effective facility performance solutions for the comfort, life safety, security, energy efficiency and operation of some of the most technically advanced buildings in the world. For more than 150 years, Siemens has built a culture of long-term commitment to customers through innovation and technology. Siemens is a financially strong global organization with a Branch network that delivers personalized service and support to customers in multiple industries and locations.

References are available upon request.



## **Building Services - Mechanical**

### **Services that deliver the outcomes you want to achieve.**

Services delivered by Siemens have been developed to help you achieve the outcomes you expect.

#### **Annual Inspection**

Siemens will perform scheduled annual preventive maintenance in accordance with a program of standard routines as determined by our experience, equipment application, and equipment operating hours that are recommended by each equipment manufacturer and location. This service is designed to optimize the reliability and efficiency of the equipment, and provide you with possible indications of excessive wear and damage to your systems before a catastrophic failure occurs. Depending on our findings we will also provide recommendations for additional service(s) that will help to better enhance equipment performance and /or report any other deficiencies that are not corrected within the scope of this agreement. The equipment included under this service is itemized in the Mechanical Equipment List in this service agreement.

#### **Condenser Tube Cleaning**

Siemens will provide necessary labor and material to remove the condenser head and manually clean the condenser tubes with the appropriate cleaning equipment and replace the condenser head when cleaning is completed. This is done to maximize heat transfer which should result in efficiently operating equipment. The condenser tubes will be cleaned during normal hours at a time that is mutually agreeable between your staff and Siemens. Acid washing to remove excessive scale build up due to poor water treatment is not included with this service.

#### **Evaporator Tube Cleaning**

Siemens will provide necessary labor and material to remove the evaporator head and manually clean the evaporator tubes with the appropriate cleaning equipment and replace the evaporator head when cleaning is completed. This is done to maximize heat transfer which should result in efficiently operating equipment. The evaporator tubes will be cleaned during normal hours at a time that is mutually agreeable between your staff and Siemens. Chemical treatment of the closed loop chilled water system if necessary is not included with this service.

#### **Operating Inspection**

Through this service Siemens will help to ensure mechanical equipment continues to operate efficiently, safely and with minimal operating disruptions during the operating season. We will provide routine operating inspection(s) to check system performance in accordance with a program of standard routines as determined by our experience, the equipment manufacturer's published recommendations, equipment application, and location. This service will focus on equipment operation, fluid levels, operating and safety controls, and safe equipment operation. The equipment included under this service is itemized in the Mechanical Equipment List in this service agreement.

#### **Refrigerant Analysis**

Siemens will perform refrigerant analysis and trend the refrigerant condition to identify contaminants and possible system malfunctions caused by the wear of moving parts, such as bearings and shafts. This predictive wear analysis provides early identification of problems prior to them becoming unplanned and costly. Based on the analysis results, we will make additional recommendations to you regarding the operation and maintenance of your chiller plant. Replacement refrigerant is outside the scope of this service. The chillers included under this service are itemized in the Mechanical Equipment List in this service agreement.

## **Repair & Replacement Services - Mechanical Services**

Repair & Replacement Services: To help to reduce the unexpected costs of unbudgeted repairs, Siemens will provide the labor and material to repair or replace failed or worn components. This service helps to simplify and expedite coordination for repairs in collaboration between you and Siemens with the goal of extending the useful life of existing mechanical equipment. Prior to the performance of any services in this agreement, we will conduct an initial inspection of the equipment and assess the condition of the equipment covered by this Repair & Replacement Service. Any equipment that does not meet industry operating standards will be brought to the owner's attention, and you can either make necessary repairs or the equipment will be removed from the Repair & Replacement coverage.

In the performance of our services, Siemens may, at our discretion, repair or replace components that are suspected of being faulty in advance of a failure to minimize system downtime. When appropriate for Medical Process Chillers, on an annual basis, we will replace all essential relays, compressor and pump contactors. Equipment with Repair and Replacement coverage will be identified with a "Yes" under the column labeled "R&RCoverage" in the Mechanical Equipment List. For equipment with VFDs, this coverage will apply if "Yes" appears in the Column Labeled "VFD Incl.". Items not covered will be brought to the owner's attention if deficiencies are found during an annual or operational inspection.

This coverage does not include replacement of an entire piece of equipment. In cases where complete equipment replacement is recommended or required, Siemens will assist the owner in developing a capital equipment replacement budget.

## **Emergency Response Times - Mechanical**

### **Emergency Online/Phone Response**

#### **Billable Service**

Online system and software troubleshooting and diagnostics and phone support will not be provided under the coverage of this agreement. Siemens will respond to your request for emergency on-line/phone support, when available, upon receiving notification of an emergency, as determined by your staff and Siemens, but all service performed will be provided as a billable service. If remote diagnostics determine a site visit is required to resolve the problem, a technician can be dispatched. Depending on your contract coverage, the on-site dispatch will be covered or will be a billable service call.

### **Emergency On-site Response**

**Billable Service**

Emergency Onsite Response is not included within the coverage of this agreement. Siemens will respond to your request for emergency on-site service as soon as staff is available. An emergency is determined by your staff and Siemens. All service performed will be provided as a billable service.

## Equipment Inventory

Area 1

Description	Qty	# of Visits	# of Years	VFD Incl.	Manufacturer	Model#	Serial#	Preventive Maintenance	R&R Service
Chiller - Cent, Water Cooled	1	4	1	Yes	YORK	YTJ3A4C1	GELM292311	Yes	Yes
Chiller - Screw, Water Cooled	1	4	1	Yes	YORK	YTJ3A4C10CGJ	SKAM92826301	Yes	Yes

## **Mechanical Exclusions and Clarifications**

Unless expressly stated otherwise, Services do not include and Siemens is not responsible for: (a) re-installation or relocation of Equipment; (b) painting or refinishing of Equipment or surrounding surfaces; (c) parts, accessories, attachments or other devices added to Equipment but not furnished by Siemens; (d) failure to continually provide suitable operating environment including, but not limited to, adequate space, ventilation, electrical power and protection from the elements; (e) the removal or re-installation of replacement valves, dampers, water flow and tamper switches, airflow stations, venting or draining systems, and any other permanently mounted integral pipe or air duct component; (f) installation /removal, and /or rental fees for any temporary HVAC equipment if necessary; (g) Cranes, hoisting or rigging that may be required; (h) Leaks at gaskets O-rings or seals; or (i) latent defects in the Equipment that cannot be discovered through the standard provision of the Services. Siemens is not responsible for services performed on any Equipment other than by Siemens or its agents.

Siemens will not be responsible for the maintenance, repair or replacement of, or Services necessitated by reason of: (a) non-maintainable, non-replaceable or obsolete parts of the Equipment, including but not limited to ductwork, shell and tubes, heat exchangers, coils, unit cabinets, casings, refractory material, electrical wiring, water and pneumatic piping, structural supports, cooling tower fill, slats and basins, etc. unless otherwise expressly stated elsewhere in this Proposal; or (b) negligence, abuse, misuse, improper or inadequate repairs or modifications by others, improper operation, lack of operator maintenance or skill, failure to comply with manufacturer's operating and environmental requirements.

Siemens is not responsible for repairs, replacements, or services to Equipment due to corrosion, erosion, improper or inadequate water treatment by others, electrolytic or chemical action, or reasons beyond its reasonable control.

Siemens is not responsible for water treatment related damages to the condenser, evaporator, hot water, or steam systems.

Siemens is not responsible for service calls due to power outages.

Siemens is not responsible for repair labor/materials/parts for ice machines, refrigerators, freezers, kitchen specialty equipment, boilers, laundry equipment, replacement refrigerant, replacement glycol, or replacement control valves unless included elsewhere. On occasion a flush and refill of the Water-Glycol mixtures may be required. Flush and refill is not included in the standard service offering.

Siemens is not responsible for helium replacement in chiller systems that service Medical Imaging Systems.

Siemens is not responsible for repair labor/materials/parts for covered equipment that has experienced electrical damage due to power surges, single phasing, and related electrical issues.

## **Connectivity and Communications**

### **Siemens Service Portal**

The Service Portal complements the personalized services you will receive from your local Siemens office by providing greater visibility into equipment and services delivered by Siemens. This web-based portal allows you the ability to submit service requests, confirm and modify schedules, track repairs, manage agreements, generate reports, and access critical information; then share it across your entire enterprise quickly and efficiently. The Service Portal is a user-friendly way to increase your productivity and the value of your service program.

### **Data security as a basic requirement**

We value confidentiality and long-term partnerships. That is why we give the security of your data the highest priority. Before we implement an enhanced service package with remote support, we conduct an in-depth analysis of the situation, taking into account national and international regulations, technical infrastructures and industry specifics. Our service employees carefully evaluate your needs on an individual basis with a view toward information security.

## Service Agreement Contract Characteristics

Description	MECHANICAL
Hours of Coverage	24/7/365
Response Times (Phone/Online)	4 hours
Response Times (Onsite/Emergency)	4 hours
Remote Services	Nb
Third Party Systems	Nb
Monitoring	Nb
Additional Labor Discount vs non contract customers	20%

Labor and material discounts are applicable for sites identified in this agreement and are only available for the disciplines included in this agreement. Labor discounts are shown in the table above. Material discounts, when applicable, are as follows:

- Mechanical: 60% discount off list price as identified in the most recent Apogee Price List
- Material discounts do not apply to 3<sup>rd</sup> party or non-Siemens manufactured components.

## Equipment Related Services

Mechanical

Equipment	Service Description	Qty	Frequency	Year	Service Location	Repair Coverage
Chiller - Cent, Water Cooled	Annual Inspection	1	1	1	Onsite	
	Operational Inspection	1	3	1	Onsite	
	Refrigerant Analysis	1	1	1	Onsite	
	Condenser Tube Cleaning (water)	1	1	1	Onsite	
	Evaporator Tube Cleaning (water)	1	1	1	Onsite	
	Repair & Replacement	1	1	1		Material and Labor
Chiller - Screw, Water Cooled	Annual Inspection	1	1	1	Onsite	
	Operational Inspection	1	3	1	Onsite	
	Refrigerant Analysis	1	1	1	Onsite	
	Condenser Tube Cleaning (water)	1	1	1	Onsite	
	Evaporator Tube Cleaning (water)	1	1	1	Onsite	
	Repair & Replacement	1	1	1		Material and Labor



## Service Team

An important benefit of your Service Agreement derives from having the trained building service personnel of Siemens Industry, Inc. familiar with your building systems. Our implementation team of local experts provides thorough, reliable service and scheduling for the support of your system.

Added to the team is a team of building experts at our Digital Service Center. The benefits you receive are less disruption to your employees at the site, less intrusive on the system at peak hours, fewer emissions for trucks rolled, and real time analytics with digital workspace hours.

The following list outlines the service team that will be assigned to the service agreement for your facility

### Your Assigned Team of Service Professionals will include:

**Phil Garces, Sales Executive** manages the overall strategic service plan based upon your current and future service requirements.

**Chuck Elam, Remote Services Specialist** is responsible for the execution of remote services including proactive planned tasks, in-depth fault analysis and identification of corrective actions.

**James Tully, Client Services Manager** is responsible for ensuring that our contractual obligations are delivered, your expectations are being met and you are satisfied with the delivery of our services.

**Tim Trent, Service Operations Manager** is responsible for managing the delivery of your entire support program and service requirements.

**Chris Thompson, Primary Service Specialist** is responsible for performing the ongoing service of your system.

**Liz Destefano, Service Coordinator** is responsible for scheduling your planned maintenance visits, and handling your emergency situations by taking the appropriate action.

**Craig Retter, Secondary Service Specialist** who will be familiarized with your building systems to provide in-depth backup coverage.

**Brenda Cole, Service Administrator** is responsible for all service invoicing including both service agreement and service projects.

## Terms and Conditions

**Terms and Conditions (Click to download)**

[Terms & Conditions](#)

([www.siemens.com/standard-terms-service](http://www.siemens.com/standard-terms-service))

**Price Escalation.** If, during the term of this Contract, the price of various materials or labor or logistics are increased as reflected by CRU, CMAI, COMEX market indexes or IHS Markit, then Siemens may increase the applicable yearly Investment or apply a surcharge accordingly.

As a result of the global Covid-19 Virus outbreak, temporary delays in delivery, labor or services from Siemens and its sub-suppliers or subcontractors may occur. Among other factors, Siemens' delivery is subject to the correct and punctual supply from sub-suppliers or subcontractors, and Siemens reserves the right to make partial deliveries or modify its labor or services. While Siemens shall make every commercially reasonable effort to meet the delivery or service or completion date mentioned above, such date is subject to change.

## Agreement Terms for Investments

Services shall be provided at:

13150 80TH TER  
LME OAK, FL 32060-8822

Siemens Industry, Inc. shall provide the services as identified in this Proposal and pursuant to the associated terms and conditions contained within.

Duration (Initial Term and Renewal): This Agreement shall remain in effect for an Initial Term of 1 Periods beginning 2022-10-01. After the expiration of the Initial Term, this Agreement shall automatically renew for successive one year periods. The Investments for each year after the Initial Term of the Agreement and each year of each renewal of this Agreement shall be determined as the immediate prior year's Investment plus an escalator of 5.5% or as allowed per this proposal. In addition, each renewal term pricing shall be adjusted for any additions or deletions to services selected for the renewal term.

Initial Term Investments:

Period	Period Range	Billing Frequency	Annual Price
1	Oct 1,2022 - Sep 30,2023	Annually (In Advance)	\$19,242.00
Investment Total			\$19,242.00

\*Amount Due In Advance Based On Billing Frequency

Applicable sales taxes, if included in the investment amount, are estimated only and will be calculated based on local requirements at the time of invoicing. The pricing quoted in this Proposal are firm for 30 days.

## Signature Page

The Buyer acknowledges that when accepted by the Buyer as proposed by Siemens Industry, Inc., this Proposal and the Standard Terms and Conditions of Sale for Services, (together with any other documents incorporated into the forgoing) shall constitute the entire agreement of the parties with respect to its subject matter.

BY EXECUTION HEREOF, THE SIGNER CERTIFIES THAT (S)HE HAS READ ALL OF THE TERMS AND CONDITIONS AND DOCUMENTS, THAT SIEMENS INDUSTRY, INC. OR ITS REPRESENTATIVES HAVE MADE NO AGREEMENTS OR REPRESENTATIONS EXCEPT AS SET FORTH THEREIN, AND THAT (S)HE IS DULY AUTHORIZED TO EXECUTE THE SIGNATURE PAGE ON BEHALF OF THE BUYER.

### Initial Term Investments

Period	Period Range	Billing Frequency	Annual Price
1	Oct 1,2022 - Sep 30,2023	Annually (In Advance)	\$19,242.00

#### Proposed by:

Siemens Industry, Inc.

\_\_\_\_\_  
Company

Philip R. Garces

\_\_\_\_\_  
Name

7540682

\_\_\_\_\_  
Proposal#

\$19,242.00

\_\_\_\_\_  
Proposal Amount

December 29, 2022

\_\_\_\_\_  
Date

#### Accepted by:

SUWANNEE COUNTY

\_\_\_\_\_  
Company

\_\_\_\_\_  
Name (Printed)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Purchase Order #  PO for billing only  PO not required

## Appendix A: Siemens Service Portfolio

### Advisory and Performance Services

SIEMENS  
"a"u;ly +, t{.



#### Manage System Operation & Compliance

Enhance building performance with improvement measures that increase productivity and efficiency; common outcomes include:

- Enhanced system performance
- Streamlined operational processes
- Improved decision-making through data analytics

Optimization Planning  
Planning and optimization of building systems to improve energy efficiency and reduce costs.

Facilities Services  
Specialized services for building operations and maintenance.

System Implementations & Integration  
Integration of building systems and IT infrastructure.

Management Services  
Comprehensive management services for building operations.

Training & Operational Support  
Training and support for building operators and maintenance staff.



#### Optimize Performance & Productivity

Enhance building performance with improvement measures that increase productivity and efficiency; common outcomes include:

- Enhanced system performance
- Streamlined operational processes
- Improved decision-making through data analytics

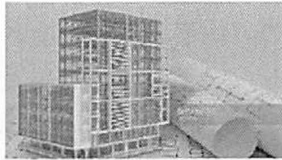
Optimization Planning  
Planning and optimization of building systems to improve energy efficiency and reduce costs.

Facilities Services  
Specialized services for building operations and maintenance.

System Implementations & Integration  
Integration of building systems and IT infrastructure.

Management Services  
Comprehensive management services for building operations.

Training & Operational Support  
Training and support for building operators and maintenance staff.



#### Protect Lifecycle Investment

Enhance building performance with improvement measures that increase productivity and efficiency; common outcomes include:

- Enhanced system performance
- Streamlined operational processes
- Improved decision-making through data analytics

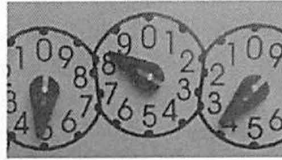
Optimization Planning  
Planning and optimization of building systems to improve energy efficiency and reduce costs.

Facilities Services  
Specialized services for building operations and maintenance.

System Implementations & Integration  
Integration of building systems and IT infrastructure.

Management Services  
Comprehensive management services for building operations.

Training & Operational Support  
Training and support for building operators and maintenance staff.



#### Enhance Energy Management & Sustainability

Enhance building performance with improvement measures that increase productivity and efficiency; common outcomes include:

- Enhanced system performance
- Streamlined operational processes
- Improved decision-making through data analytics

Optimization Planning  
Planning and optimization of building systems to improve energy efficiency and reduce costs.

Facilities Services  
Specialized services for building operations and maintenance.

System Implementations & Integration  
Integration of building systems and IT infrastructure.

Management Services  
Comprehensive management services for building operations.

Training & Operational Support  
Training and support for building operators and maintenance staff.

Digital Services

## **Agenda Item No. 5**

### **Item:**

Ring Investment Inc CAT 950 wheel loader lease

### **Description:**

On 7/5/2022 the Board approved a lease for a CAT 950 wheel loader for Public works with an annual payment of \$35,082. On 10/4/2022 the Board supported the Public Works change to the equipment configuration by adding a quick disconnect/coupler and hydraulic valve to accommodate a grapple rake attachment. The configuration change caused the annual lease cost to increase by \$4,392 for an adjusted annual lease payment of \$39,474.

**Budget Impact:** The proposed \$4,392 in additional cost would be pulled from the Public Works equipment budget.

### **Requested Action:**

- Approval of the adjusted annual lease payment of \$39,474.
- Authorization of County Administrator to execute the lease agreement pending review from the County Attorney



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	<ul style="list-style-type: none"> <li>D Sign on Page 6, Print Name, Title, Date</li> </ul>
Delivery Certification	<ul style="list-style-type: none"> <li>D Fill in Location,</li> <li>D Fill in Possession Date</li> <li>D Sign</li> <li>D Print Title, Name and Date Signed</li> </ul>
Insurance (Contract will not be funded until approved Cert of Ins. is received)	<ul style="list-style-type: none"> <li>D Complete the form with the agent information.</li> <li>D Send form to your agent</li> <li>D Sign, Print Name, Date</li> </ul>
Customer Information Verification	<ul style="list-style-type: none"> <li>D Review information for accuracy and make corrections as needed.</li> <li>D Please be sure we have an email address for the person to contact regarding accounts payable.</li> <li>D Initial</li> </ul>
Personal Verification Form	<ul style="list-style-type: none"> <li>D This form should be completed by your Ring Power Sales Representative</li> <li>D OR enclose a copy of signer's driver's license.</li> </ul>
Amortization Schedule	<ul style="list-style-type: none"> <li>D For your records - helpful at tax time</li> </ul>
Machine Repurchase Agreement	<ul style="list-style-type: none"> <li>D Please Sign as Customer Representative</li> <li>D Insert Name, Title and Date</li> </ul>
Equipment Application Survey	<ul style="list-style-type: none"> <li>D Must fill in Current Hours</li> <li>D Check off items included - see listed items</li> <li>D Sign, Print Name, Title and Date</li> </ul>

Sales Representative: Todd Sandlin

NOTE:

**Payment options:** You can pay by via check, ACH (form attached) or on line 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.

RING INVESTMENTS, LLC  
GOVERNMENTAL LEASE-OPTION TO PURCHASE AGREEMENT

LESSEE: Suwannee County BD of Commissioners  
ADDRESS: 13150 80<sup>th</sup> 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. New CAT 950GC Wheel Loader *sin* M5T05229

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  
5 Years  
5000 Total Hours

Lessee shall pay to Lessor Five (5) Lease Payments of \$39,474.21 (Thirty-nine thousand four hundred seventy-four and 21/100 Dollars) each. The first Lease Payment shall be due and payable at signing followed by Four (4) successive yearly Lease Payments of \$39,474.21 (Thirty-nine thousand four hundred seventy-four and 21/100 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 950GC Wheel Loader upon 30 days prior written notice to Lessor and payment of \$112,500.00 (One hundred twelve thousand five hundred 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 I 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 (\$39,474.21). 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, whichever 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\_\_\_\_\_ --  
Name (PRINT) \_\_\_\_\_ --  
Title: Chairman -----  
Date: -----

By\_\_\_\_\_ --  
Name (PRINT) \_\_\_\_\_ --  
Title:-----  
Date:-----

**SCHEDULE A**  
**Payment Schedule**

10/20/2022 6:24 PM

Suwannee County BOCC - MST05229

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	267,669.00	1		
2 Lease Payment	TBD	39,474.21	5	Annual	TBD
3 Residual	TBD	112,500.00	1		

**TValue Amortization Schedule - Normal, 365 Day Year**

	Date	Lease Payment	Residual	Interest	Principal	Balance
Lease	TBD					267,669.00
1	TBD	39,474.21		0.00	39,474.21	228,194.79
<b>2022 Totals</b>		<b>39,474.21</b>	<b>0.00</b>	<b>0.00</b>	<b>39,474.21</b>	
2	TBD	39,474.21		11,386.92	28,087.29	200,107.50
<b>2023 Totals</b>		<b>39,474.21</b>	<b>0.00</b>	<b>11,386.92</b>	<b>28,087.29</b>	
3	TBD	39,474.21		9,985.37	29,488.84	170,618.66
<b>2024 Totals</b>		<b>39,474.21</b>	<b>0.00</b>	<b>9,985.37</b>	<b>29,488.84</b>	
4	TBD	39,474.21		8,513.87	30,960.34	139,658.32
<b>2025 Totals</b>		<b>39,474.21</b>	<b>0.00</b>	<b>8,513.87</b>	<b>30,960.34</b>	
5	TBD	39,474.21		6,968.95	32,505.26	107,153.06
<b>2026 Totals</b>		<b>39,474.21</b>	<b>0.00</b>	<b>6,968.95</b>	<b>32,505.26</b>	
Residual	TBD		112,500.00	5,346.94	107,153.06	0.00
<b>2027 Totals</b>		<b>0.00</b>	<b>112,500.00</b>	<b>5,346.94</b>	<b>107,153.06</b>	
<b>Grand Totals</b>		<b>197,371.05</b>	<b>112,500.00</b>	<b>42,202.05</b>	<b>267,669.00</b>	

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.
<b>4.990%</b>	<b>\$42,202.05</b>	<b>\$267,669.00</b>	<b>\$309,871.05</b>

## DELIVERY CERTIFICATION

This pertains to the Lease between Ring Investments LLC as Lessor and Suwannee County Board of 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)**

1. New CAT 950GC Wheel Loader *sin* M5T05229

### **Location**

Possession Date: -----

Signature: \_\_\_\_\_

Name: (PRINT)-----

Title: \_\_\_\_\_

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





RING INVESTMENTS, LLC  
 Attention: Susan Richardson  
 500 World Commerce Parkway  
 St. Augustine, FL 32092  
 Phone: 904/494-1 IOI  
 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.

	<b>CURRENT INFORMATION</b>	<b>CORRECTIONS</b>
<b>Customer Name:</b>	Suwannee County BD of Commissioners _____	_____
<b>Physical Address:</b>	13 150 80th Terrace Live Oak, FL 32064 _____	_____
<b>Mailing Address:</b>	13150 80th Terrace Live Oak, FL 32064 _____	_____
<b>Equipment Location:</b>	PLEASE PROVIDE _____	_____
<b>Business Telephone Number:</b>	(386)362-0542 _____	_____
<b>Contact Person:</b>	_____	_____
<b>Federal ID #/SS#:</b>	_____	_____
<b>Email Address for Contact Person:</b>	PLEASE PROVIDE _____	_____
<b>Tax Exemption Status:</b>	C:J *Exempt C:J 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

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

D 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



<b>Brooksville</b> 352-796-4978	<b>Daytona Beach</b> 386-94 7-3363	<b>Gainesville</b> 352-371-9983	<b>Jacksonville</b> 904-714-2600	<b>Lakeland</b> 386-755-3997
<b>Lakeland</b> 863-606-0512	<b>Ocala</b> 352-732-2800	<b>Orlando</b> 407-855-6195	<b>Palm Bay</b> 321-952-3001	<b>Perry</b> 850-584-2800
<b>Pompano Beach</b> 854-977-5010	<b>Sarasota</b> 941-753-7535	<b>St. Augustine</b> 904-737-7730	<b>Tallahassee</b> 850-562-2121	<b>Tampa</b> 813-671-3700

Date: 10/21/17

### Machine Repurchase Agreement

Quote Prepared for: Suwannee County BOCC

**Machine Description**

<b>Serial Number</b> 15T05229	<b>Make</b> CAI	<b>Model</b> 950GC
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**Guarantee Repurchase Option**

<b>Term</b> 5 Years/ 5000 Tractor Hours	<b>Guaranteed Repurchase Option</b> \$12,500.00
--	--

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 pans. 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 Customer Representative

Ring Power Sales Rep.

Title

Date:

Signature

*Z.J.J.*  
Ring Power Sales Representative

Date:

Date: 10-21-17

**RING INVESTMENTS, LLC  
EQUIPMENT APPLICATION SURVEY**

Customer Name: Suwannee County BOCC

Location: Suwannee County

Make: CAT

Model: 950GC

Quantity: 1

S/N: M5T05229

Annual Usage: 1000 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"/> D Slope Board	<input type="checkbox"/> D Pallet Forks	<input type="checkbox"/> D Landscape Rake	<input type="checkbox"/> Concrete Crusher
<input type="checkbox"/> Auger	<input type="checkbox"/> D Tiller	<input type="checkbox"/> Rotator	<input type="checkbox"/> Metal Shear	<input type="checkbox"/> Forks
<input type="checkbox"/> Cab Riser	<input type="checkbox"/> D Access Platform	<input type="checkbox"/> D Snow Plow	<input type="checkbox"/> Ride Control	<input type="checkbox"/> Long Reach Stick
<input type="checkbox"/> Delimber	<input type="checkbox"/> D Block Forks	<input type="checkbox"/> D 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"/> 0 Solid Tires	<input type="checkbox"/> Ripper
<input type="checkbox"/> Lumber Forks	<input type="checkbox"/> E-Stick	<input type="checkbox"/> Broom	<input type="checkbox"/> D Trencher	<input type="checkbox"/> Shear Head
<input type="checkbox"/> OHT Body Liner	<input type="checkbox"/> Grapple	<input type="checkbox"/> D Compactor	<input type="checkbox"/> D All-Wheel Steer	<input type="checkbox"/> Special Rims
<input type="checkbox"/> Rotasaw	<input type="checkbox"/> Magnet	<input type="checkbox"/> Feller Buncher	<input type="checkbox"/> 0 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 checked="" 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 BOCC**

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.

- Ensure all window glass is clear, and free from cracks and major pits, 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, saeeds, 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.

**Specific TINTWARE 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.

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

**MAXIMUM USAGE:**

The model listed and equipped as stated above will be operated an estimated total of 83.33 HOURS PER MONTH over a term of 60 MONTHS for total usage during the leasing term of 5000 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 5000 + Current 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 **\$44.00 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.



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

# INVOICE

SUWANNEE COUNTY BOARD OF COMMISSIONERS  
13150 80TH TERRACE  
LIVE OAK, FL 32064

**I Invoice No.:**  
51125

**I Payment Due Date:**  
ON RECEIPT

**I Account No.:**  
SUWCO.46

Annual Payment on Governmental Lease-Option to Purchase Agreement for:  
CAT 950GC WHEEL LOADER  
Serial Number: M5T05229

AMOUNT \*\*\*\$ 39,474.21

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

# **Agenda Item No. 6**

## **Item:**

Ring Investments Inc Motor Grader lease approval

## **Description:**

At the 7/19/2022 meeting, the Board authorized the County Administrator to place an Order with Ring Power for (8) CAT140 motor graders. The annual lease payment for the new motor graders is \$419,567.84. Ring Power has delivered the equipment and also draft agreement for review and potential processing pending the Board's decision.

**Budget Impact:** budgeted item

## **Requested Action:**

- Authorize County Administrator to execute the Ring Investments lease agreement pending review from the County Attorney



500 World Commerce Park MnJ  
 SL 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 coov 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 on line 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.



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

**LESSEE:** Suwannee County BD of Commissioners  
**ADDRESS:** 13150 80<sup>th</sup> 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. New CAT 140GC Motor Grader *sin* W9400401
2. New CAT 140GC Motor Grader *sin* W9400423
3. New CAT 140GC Motor Grader *sin* W9400424
4. New CAT 140GC Motor Grader *sin* W9400426
5. New CAT 140GC Motor Grader *sin* W9400427
6. New CAT 140GC Motor Grader *sin* W9400409
7. New CAT 140GC Motor Grader *sin* W9400440
8. New CAT 140GC Motor Grader *sin* W9400413

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.

**Two (2) years Lease Term**  
**3000 Hours (1500 Annually)**

Lessee shall pay to Lessor the sum of Two (2) Lease Payments of \$419,567.84 (Four hundred nineteen thousand five hundred sixty-seven and 84/100 dollars) each. The first Lease Payment shall be due and payable on \_\_\_\_\_ followed by One (1) successive annual Lease Payment of \$419,567.84 (Four hundred nineteen thousand five hundred sixty-seven and 84/100 dollars) which shall be due and payable on the anniversary of the first Lease Payment. Lessee may exercise its option to purchase any of the unit(s) upon 30 days prior written notice to Lessor and payment up to \$1,342,400.00 (One million three hundred forty-two thousand four hundred and 001100) for all units, plus all other amounts then owing hereunder.

The payment amounts 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 (\$419,567.84). 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 of 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, whichever 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) Susan S. Richardson

Title: Chairman

Title: Manager

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

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

**SCHEDULE A**  
**Payment Schedule**

•	New CAT 140GC Motor Grader <i>sin</i> W9400401	\$52,445.98
•	New CAT 140GC Motor Grader <i>sin</i> W9400423	\$52,445.98
•	New CAT 140GC Motor Grader <i>sin</i> W9400424	\$52,445.98
•	New CAT 140GC Motor Grader <i>sin</i> W9400426	\$52,445.98
•	New CAT 140GC Motor Grader <i>sin</i> W9400427	\$52,445.98
•	New CAT 140GC Motor Grader <i>sin</i> W9400409	\$52,445.98
•	New CAT 140GC Motor Grader <i>sin</i> W9400440	\$52,445.98
•	New CAT 140GC Motor Grader <i>sin</i> W9400413	\$52,445.98

Total of 1<sup>st</sup> Lease Payments: \$419,567.84

**Suwannee County BD of Commissioners - W9400401**

Compounding Period: Annual

Nominal Annual Rate: 3.000%

**Cash Flow Data - Leases and Lease Payments**

j	Event	Date	Amount	Number	Period	End Date
1	Lease	TBD	261,532.00	1		
2	Lease Payment	TBD	52,445.98	2	Annual	TBD
3	Residual	TBD	167,800.00	1		

**TValue Amortization Schedule - Normal, 365 Day Year**

	Date	Lease Payment	Residual	Interest	Principal	Balance
Lease	TBD					261,532.00
1	TBD	52,445.98		0.00	52,445.98	209,086.02
<b>2022 Totals</b>		<b>52,445.98</b>	<b>0.00</b>	<b>0.00</b>	<b>52,445.98</b>	
2	TBD	52,445.98		6,272.58	46,173.40	162,912.62
<b>2023 Totals</b>		<b>52,445.98</b>	<b>0.00</b>	<b>6,272.58</b>	<b>46,173.40</b>	
Residual	TBD		167,800.00	4,887.38	162,912.62	0.00
<b>2024 Totals</b>		<b>0.00</b>	<b>167,800.00</b>	<b>4,887.38</b>	<b>162,912.62</b>	
<b>Grand Totals</b>		<b>104,891.96</b>	<b>167,800.00</b>	<b>11,159.96</b>	<b>261,532.00</b>	

<b>ANNUAL PERCENTAGE RATE</b>	<b>FINANCE CHARGE</b>	<b>Amount Financed</b>	<b>Total of Payments</b>
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.
<b>3.000%</b>	<b>\$11,159.96</b>	<b>\$261,532.00</b>	<b>\$272,691.96</b>



Compounding Period: Annual

Nominal Annual Rate: 3.000%

**Cash Flow Data - Leases and Lease Payments**

Event	Date	Amount	Number	Period	End Date
1 Lease	TBD	261,532.00	1		
2 Lease Payment	TBD	52,445.98	2	Annual	TBD
3 Residual	TBD	167,800.00	1		

**TValue Amortization Schedule - Normal, 365 Day Year**

	Date	Lease Payment	Residual	Interest	Principal	Balance
Lease	TBD					261,532.00
1	TBD	52,445.98		0.00	52,445.98	209,086.02
<b>2022 Totals</b>		<b>52,445.98</b>	<b>0.00</b>	<b>0.00</b>	<b>52,445.98</b>	
2	TBD	52,445.98		6,272.58	46,173.40	162,912.62
<b>2023 Totals</b>		<b>52,445.98</b>	<b>0.00</b>	<b>6,272.58</b>	<b>46,173.40</b>	
Residual	TBD		167,800.00	4,887.38	162,912.62	0.00
<b>2024 Totals</b>		<b>0.00</b>	<b>167,800.00</b>	<b>4,887.38</b>	<b>162,912.62</b>	
<b>Grand Totals</b>		<b>104,891.96</b>	<b>167,800.00</b>	<b>11,159.96</b>	<b>261,532.00</b>	

<b>ANNUAL PERCENTAGE RATE</b>	<b>FINANCE CHARGE</b>	<b>Amount Financed</b>	<b>Total of Payments</b>
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.
<b>3.000%</b>	<b>\$11,159.96</b>	<b>\$261,532.00</b>	<b>\$272,691.96</b>

Suwannee County BD of Commissioners -W9400424

Compounding Period: Annual

Nominal Annual Rate: 3.000%

**Cash Flow Data - Leases and Lease Payments**

Event	Date	Amount	Number	Period	End Date
1 Lease	TBD	261,532.00	1		
2 Lease Payment	TBD	52,445.98	2	Annual	TBD
3 Residual	TBD	167,800.00	1		

**TValue Amortization Schedule - Normal, 365 Day Year**

	Date	Lease Payment	Residual	Interest	Principal	Balance
Lease	TBD					261,532.00
1	TBD	52,445.98		0.00	52,445.98	209,086.02
<b>2022 Totals</b>		<b>52,445.98</b>	<b>0.00</b>	<b>0.00</b>	<b>52,445.98</b>	
2	TBD	52,445.98		6,272.58	46,173.40	162,912.62
<b>2023 Totals</b>		<b>52,445.98</b>	<b>0.00</b>	<b>6,272.58</b>	<b>46,173.40</b>	
Residual	TBD		167,800.00	4,887.38	162,912.62	0.00
<b>2024 Totals</b>		<b>0.00</b>	<b>167,800.00</b>	<b>4,887.38</b>	<b>162,912.62</b>	
<b>Grand Totals</b>		<b>104,891.96</b>	<b>167,800.00</b>	<b>11,159.96</b>	<b>261,532.00</b>	

<b>ANNUAL PERCENTAGE RATE</b>	<b>FINANCE CHARGE</b>	<b>Amount Financed</b>	<b>Total of Payments</b>
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.
<b>3.000%</b>	<b>\$11,159.96</b>	<b>\$261,532.00</b>	<b>\$272,691.96</b>

Compounding Period: Annual

Nominal Annual Rate: 3.000%

**Cash Flow Data - Leases and Lease Payments**

Event	Date	Amount	Number	Period	End Date
1 Lease	TBD	261,532.00	1		
2 Lease Payment	TBD	52,445.98	2	Annual	TBD
3 Residual	TBD	167,800.00	1		

**TValue Amortization Schedule - Normal, 365 Day Year**

Date	Lease Payment	Residual	Interest	Principal	Balance
Lease TBD					261,532.00
1 TBD	52,445.98		0.00	52,445.98	209,086.02
<b>2022 Totals</b>	<b>52,445.98</b>	<b>0.00</b>	<b>0.00</b>	<b>52,445.98</b>	
2 TBD	52,445.98		6,272.58	46,173.40	162,912.62
<b>2023 Totals</b>	<b>52,445.98</b>	<b>0.00</b>	<b>6,272.58</b>	<b>46,173.40</b>	
Residual TBD		167,800.00	4,887.38	162,912.62	0.00
<b>2024 Totals</b>	<b>0.00</b>	<b>167,800.00</b>	<b>4,887.38</b>	<b>162,912.62</b>	
<b>Grand Totals</b>	<b>104,891.96</b>	<b>167,800.00</b>	<b>11,159.96</b>	<b>261,532.00</b>	

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.
<b>3.000%</b>	<b>\$11,159.96</b>	<b>\$261,532.00</b>	<b>\$272,691.96</b>

Compounding Period: Annual

Nominal Annual Rate: 3.000%

**Cash Flow Data - Leases and Lease Payments**

Event	Date	Amount	Number	Period	End Date
1 Lease	TBD	261,532.00	1		
2 Lease Payment	TBD	52,445.98	2	Annual	TBD
3 Residual	TBD	167,800.00	1		

**TValue Amortization Schedule - Normal, 365 Day Year**

	Date	Lease Payment	Residual	Interest	Principal	Balance
Lease	TBD					261,532.00
1	TBD	52,445.98		0.00	52,445.98	209,086.02
<b>2022 Totals</b>		<b>52,445.98</b>	<b>0.00</b>	<b>0.00</b>	<b>52,445.98</b>	
2	TBD	52,445.98		6,272.58	46,173.40	162,912.62
<b>2023 Totals</b>		<b>52,445.98</b>	<b>0.00</b>	<b>6,272.58</b>	<b>46,173.40</b>	
Residual	TBD		167,800.00	4,887.38	162,912.62	0.00
<b>2024 Totals</b>		<b>0.00</b>	<b>167,800.00</b>	<b>4,887.38</b>	<b>162,912.62</b>	
<b>Grand Totals</b>		<b>104,891.96</b>	<b>167,800.00</b>	<b>11,159.96</b>	<b>261,532.00</b>	

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.
<b>3.000%</b>	<b>\$11,159.96</b>	<b>\$261,532.00</b>	<b>\$272,691.96</b>

**Suwannee County BD of Commissioners - W9400409**

Compounding Period: Annual

Nominal Annual Rate: 3.000%

**Cash Flow Data - Leases and Lease Payments**

Event	Date	Amount	Number	Period	End Date
1 Lease	TBD	261,532.00	1		
2 Lease Payment	TBD	52,445.98	2	Annual	TBD
3 Residual	TBD	167,800.00	1		

**TValue Amortization Schedule - Normal, 365 Day Year**

	Date	Lease Payment	Residual	Interest	Principal	Balance
Lease	TBD					261,532.00
1	TBD	52,445.98		0.00	52,445.98	209,086.02
<b>2022 Totals</b>		<b>52,445.98</b>	<b>0.00</b>	<b>0.00</b>	<b>52,445.98</b>	
2	TBD	52,445.98		6,272.58	46,173.40	162,912.62
<b>2023 Totals</b>		<b>52,445.98</b>	<b>0.00</b>	<b>6,272.58</b>	<b>46,173.40</b>	
Residual	TBD		167,800.00	4,887.38	162,912.62	0.00
<b>2024 Totals</b>		<b>0.00</b>	<b>167,800.00</b>	<b>4,887.38</b>	<b>162,912.62</b>	
<b>Grand Totals</b>		<b>104,891.96</b>	<b>167,800.00</b>	<b>11,159.96</b>	<b>261,532.00</b>	

<b>ANNUAL PERCENTAGE RATE</b>	<b>FINANCE CHARGE</b>	<b>Amount Financed</b>	<b>Total of Payments</b>
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.
<b>3.000%</b>	<b>\$11,159.96</b>	<b>\$261,532.00</b>	<b>\$272,691.96</b>

**Suwannee County 8D of Commissioners - W9400440**

Compounding Period: Annual

Nominal Annual Rate: 3.000%

**Cash Flow Data - Leases and Lease Payments**

Event	Date	Amount	Number	Period	End Date
1 Lease	TBD	261,532.00	1		
2 Lease Payment	TBD	52,445.98	2	Annual	TBD
3 Residual	TBD	167,800.00	1		

**TValue Amortization Schedule - Normal, 365 Day Year**

	Date	Lease Payment	Residual	Interest	Principal	Balance
Lease	TBD					261,532.00
1	TBD	52,445.98		0.00	52,445.98	209,086.02
<b>2022 Totals</b>		<b>52,445.98</b>	<b>0.00</b>	<b>0.00</b>	<b>52,445.98</b>	
2	TBD	52,445.98		6,272.58	46,173.40	162,912.62
<b>2023 Totals</b>		<b>52,445.98</b>	<b>0.00</b>	<b>6,272.58</b>	<b>46,173.40</b>	
Residual	TBD		167,800.00	4,887.38	162,912.62	0.00
<b>2024 Totals</b>		<b>0.00</b>	<b>167,800.00</b>	<b>4,887.38</b>	<b>162,912.62</b>	
<b>Grand Totals</b>		<b>104,891.96</b>	<b>167,800.00</b>	<b>11,159.96</b>	<b>261,532.00</b>	

<b>ANNUAL PERCENTAGE RATE</b>	<b>FINANCE CHARGE</b>	<b>Amount Financed</b>	<b>Total of Payments</b>
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.
<b>3.000%</b>	<b>\$11,159.96</b>	<b>\$261,532.00</b>	<b>\$272,691.96</b>

**Suwannee County BD of Commissioners - W9400413**

Compounding Period: Annual

Nominal Annual Rate: 3.000%

**Cash Flow Data - Leases and Lease Payments**

Event	Date	Amount	Number	Period	End Date
1 Lease	TBD	261,532.00	1		
2 Lease Payment	TBD	52,445.98	2	Annual	TBD
3 Residual	TBD	167,800.00	1		

**TValue Amortization Schedule - Normal, 365 Day Year**

Date	Lease Payment	Residual	Interest	Principal	Balance
Lease TBD					261,532.00
1 TBD	52,445.98		0.00	52,445.98	209,086.02
<b>2022 Totals</b>	<b>52,445.98</b>	<b>0.00</b>	<b>0.00</b>	<b>52,445.98</b>	
2 TBD	52,445.98		6,272.58	46,173.40	162,912.62
<b>2023 Totals</b>	<b>52,445.98</b>	<b>0.00</b>	<b>6,272.58</b>	<b>46,173.40</b>	
Residual TBD		167,800.00	4,887.38	162,912.62	0.00
<b>2024 Totals</b>	<b>0.00</b>	<b>167,800.00</b>	<b>4,887.38</b>	<b>162,912.62</b>	
<b>Grand Totals</b>	<b>104,891.96</b>	<b>167,800.00</b>	<b>11,159.96</b>	<b>261,532.00</b>	

<b>ANNUAL PERCENTAGE RATE</b>	<b>FINANCE CHARGE</b>	<b>Amount Financed</b>	<b>Total of Payments</b>
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.
<b>3.000%</b>	<b>\$11,159.96</b>	<b>\$261,532.00</b>	<b>\$272,691.96</b>

## **DELIVERY CERTIFICATION**

This pertains to the Lease between Ring Investments LLC as Lessor and Suwannee County Board of 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)**

1. New CAT 140GC Motor Grader s/n W9400401
2. New CAT 140GC Motor Grader s/n W9400423
3. New CAT 140GC Motor Grader s/n W9400424
4. New CAT 140GC Motor Grader s/n W9400426
5. New CAT 140GC Motor Grader s/n W9400427
6. New CAT 140GC Motor Grader s/n W9400409
7. New CAT 140GC Motor Grader s/n W9400440
8. New CAT 140GC Motor Grader s/n W9400413

### **Location**

Possession Date: - - - - -

Signature: \_\_\_\_\_

Name: ( P R I N T ) - - - - -

Title: \_\_\_\_\_

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



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 Agency

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

EQUIPMENT: (8) New CAT 140GC Motor Graders  
s/nW9400401; W9400423; W9400424; W9400427; W9400426; W9400409; W9400440;W9400413  
Valued at \$261,532.00 Each Unit  
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: (\_\_\_\_) \_\_\_\_\_

Email: \_\_\_\_\_

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.

RJNG INVESTMENTS, LLC  
 Attention: Susan Richardson  
 500 World Commerce Parkway  
 St. Augustine, FL 32092  
 Phone: 904/494-1 IOI  
 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.

	<b>CURRENT INFORMATION</b>	<b>CORRECTIONS</b>
<b>Customer Name:</b>	Suwannee County BD of Commissioners _____	_____
<b>Physical Address:</b>	13 150 80th Terrace Live Oak, FL 32064 _____	_____
<b>Mailing Address:</b>	13 150 80th Terrace Live Oak, FL 32064 _____	_____
<b>Equipment Location:</b>	PLEASE PROVIDE _____	_____
<b>Business Telephone Number:</b>	(386)362-0542 _____	_____
<b>Contact Person:</b>	_____	_____
<b>Federal ID #/SS#:</b>	_____	_____
<b>Email Address for Contact Person:</b>	PLEASE PROVIDE _____	_____
<b>Tax Exempt Status:</b>	C=:J *Exempt C=:J 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**

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

0 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



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

Date: 11/18/2022

### Machine Repurchase Agreement

Quote Prepared for: Suwnnee County IID of Commissioners

Machine Description

Serial Number	Make	Model
W940040 I; W9400423; W9400424; W9400426; W9-100-127; \V9,100-109; \V9,100-109; W9-1004 IJ	(8) CAT	I40GC Motor Gradcrs

Guarantee Repurchase Option: Term - 2 yens, 3,000 Total Hours; Guaranteed Repurchase Option • \$167,800 Each

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 Oil 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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Ring Power Sales Rep.

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

\_\_\_\_\_  
7J / e; y(V  
Ring Power Sales Manager

\_\_\_\_\_  
Date: 11/18/22

**RING INVESTMENTS, LLC  
EQUIPMENT APPLICATION SURVEY**

Customer Name: Suwannee County BD of Commissioners

Location: 13150 80<sup>th</sup> Terrace, Live Oak, FL 32064

**Make:** CAT

**Model:** 140GC

**Quantity:** 1

**S/N:** W9400401

**Annual Usage:** 1500 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"/> D Slope Board	<input type="checkbox"/> D Pallet Forks	<input type="checkbox"/> Landscape Rake	<input type="checkbox"/> Concrete Crusher
<input type="checkbox"/> Auger	<input type="checkbox"/> D Tiller	<input type="checkbox"/> Rotator	<input type="checkbox"/> Metal Shear	<input type="checkbox"/> Forks
<input type="checkbox"/> Cab Riser	<input type="checkbox"/> D Access Platform	<input type="checkbox"/> D 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"/> D 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 BD of Commissioners

Lessor: **RING INVESTMENTS, LLC**

**Signature:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_

**Print Name:** Susan S. Richardson \_\_\_\_\_

**Title:** \_\_\_\_\_

**Title:** Manager \_\_\_\_\_

**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 TINTWARE 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, fighting 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>	<u>Charge To Lessee</u>
50% or greater	No charge to Lessee
31% to 49%	50% charge to Lessee
0% to 30%	70% charge to Lessee

**MAXIMUM USAGE:**

The model listed and equipped as stated above will be operated an estimated total of 125 HOURS PER MONTH over a term of 24 MONTHS for total usage during the leasing term of 3000 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 3000 + Current 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 \$49.00 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.

**RING INVESTMENTS, LLC  
EQUIPMENT APPLICATION SURVEY**

Customer Name: Suwannee County BO of Commissioners

Location: 13150 80" Terrace, Live Oak, FL 32064

Make: CAT

Model: 140GC

Quantity: 1

SIN: W9400423

Annual Usage: 1500 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 checked="" type="checkbox"/> Slope Board	<input checked="" type="checkbox"/> Pallet Forks	<input type="checkbox"/> Landscape Rake	<input type="checkbox"/> Concrete Crusher
<input type="checkbox"/> Auger	<input checked="" type="checkbox"/> Tiller	<input type="checkbox"/> Rotator	<input type="checkbox"/> Metal Shear	<input type="checkbox"/> Forks
<input type="checkbox"/> Cab Riser	<input checked="" type="checkbox"/> Access Platform	<input checked="" 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 checked="" 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 BO of Commissioners

Lessor: **RING INVESTMENTS, LLC**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: Susan S. Richardson

Title: \_\_\_\_\_

Title: Manager

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 arehes 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 NEGLECT 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>	<u>Charge To Lessee</u>
50% or greater	No charge to Lessee
31% to 49%	50% charge to Lessee
0% to 30%	70% charge to Lessee

**MAXIMUM USAGE:**

The model listed and equipped as stated above will be operated an estimated total of 125 HOURS PER MONTH over a term of 24 MONTHS for total usage during the leasing term of 3000 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 3000 + Current 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 **\$49.00 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.**



**RING INVESTMENTS, LLC  
EQUIPMENT APPLICATION SURVEY**

Customer Name: Suwannee County BO of Commissioners

Location: 13150 80" Terrace, Live Oak, FL 32064

Make: CAT

Model: 140GC

Quantity: 1

SIN: W9400424

Annual Usage: 1500 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	D Slope Board	D Pallet Forks	<input type="checkbox"/> Landscape Rake	<input type="checkbox"/> Concrete Crusher
D Auger	0 Tiller	<input type="checkbox"/> Rotator	<input type="checkbox"/> Metal Shear	<input type="checkbox"/> Forks
D Cab Riser	D Access Platform	0 Snow Plow	D Ride Control	D Long Reach Stick
D Delimber	0 Block Forks	0 Top Clamp	D Saw Head	D Mower
D Generator	D Cold Planer	D Air Conditioner	D Solid Tires	D Ripper
D Lumber Forks	D E-Stick	D Broom	D Trencher	D Shear Head
D OHT Body Liner	D Grapple	D Compactor	D All-Wheel Steer	D Special Rims
D Rotasaw	D Magnet	D Feller Buncher	<input type="checkbox"/> Cab	D Winch

Other:

**BLADES AND BUCKETS** (Check all that apply):

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

Other:

**MARKET CATEGORIES** (Check all that apply):

<input type="checkbox"/> Heavy Construction - Airports, Bridges, Dams, Highway/Road	D Quarry - Granite, Limestone, Sand & Gravel
D Building Construction - Commercial, Residential, Utilities	D Forest Products - Loading, Road Construction, Skidding, Timber Harvesting
D Landscape Construction - Commercial, Residential	D Forest Products - Mill and Yard Operations
D 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
D Mining - Non-Metals - Clay, Coal, Oil Sands, Oil Shale, Peat, Underground	D Governmental - Road Maintenance, Snow Removal
D Petroleum & Gas - Exploration and Development, Pipelines	D 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 BO of Commissioners

Lessor: **RING INVESTMENTS, LLC**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: Susan S. Richardson

Title: \_\_\_\_\_

Title: Manager

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.

- 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.

**Specific TINTWARE 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.

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

**MAXIMUM USAGE:**

The model listed and equipped as stated above will be operated an estimated total of 125 HOURS PER MONTH over a term of 24 MONTHS for total usage during the leasing term of 3000 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 3000 + Current 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 \$49.00 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.

**RING INVESTMENTS, LLC  
EQUIPMENT APPLICATION SURVEY**

Customer Name: Suwannee County BO of Commissioners

Location: 13150 80" Terrace, Live Oak, FL 32064

Make: CAT

Model: 140GC

Quantity: 1

S/N: W9400427

Annual Usage: 1500 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, 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 BO of Commissioners

Lessor: **RING INVESTMENTS, LLC**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: Susan S. Richardson

Title: \_\_\_\_\_

Title: Manager

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.
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- 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.

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- 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 NEGLECT 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>	<u>Charge To Lessee</u>
50% or greater	No charge to Lessee
31% to 49%	50% charge to Lessee
0%to30%	70% charge to Lessee

**MAXIMUM USAGE:**

The model listed and equipped as stated above will be operated an estimated total of 125 HOURS PER MONTH over a term of 24 MONTHS for total usage during the leasing term of 3000 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 3000 + Current 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 \$49.00 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.

**RING INVESTMENTS, LLC  
EQUIPMENT APPLICATION SURVEY**

Customer Name: Suwannee County BD of Commissioners

Location: 13150 80<sup>th</sup> Terrace, Live Oak, FL 32064

Make: CAT

Model: 140GC

Quantity: 1

S/N: W9400426

Annual Usage: 1500 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

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Lessee: **Suwannee County BO of Commissioners**

Lessor: **RING INVESTMENTS, LLC**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: Susan S. Richardson

Title: \_\_\_\_\_

Title: Manager

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 fillers 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>	<u>Charge To Lessee</u>
50% or greater	No charge to Lessee
31% to 49%	50% charge to Lessee
0to30%	70% charge to Lessee

**MAXIMUM USAGE:**

The model listed and equipped as stated above will be operated an estimated total of 125 HOURS PER MONTH over a term of 24 MONTHS for total usage during the leasing term of 3000 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 3000 + Current 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 \$49.00 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.

**RING INVESTMENTS, LLC  
EQUIPMENT APPLICATION SURVEY**

Customer Name: Suwannee County BD of Commissioners  
 Make: CAT Model: 140GC  
 Annual Usage: 1500 Hours **Current** Hours:

Location: 13150 80<sup>th</sup> Terrace, Live Oak, FL 32064  
 Quantity: 1 **SIN:** W9400409  
 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 feed 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"/> D Slope Board	<input type="checkbox"/> D Pallet Forks	<input type="checkbox"/> Landscape Rake	<input type="checkbox"/> Concrete Crusher
<input type="checkbox"/> Auger	<input type="checkbox"/> D Tiller	<input type="checkbox"/> Rotator	<input type="checkbox"/> Metal Shear	<input type="checkbox"/> Forks
<input type="checkbox"/> Cab Riser	<input type="checkbox"/> D Access Platform	<input type="checkbox"/> D 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"/> D 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 Farks	<input type="checkbox"/> E-Stick	<input type="checkbox"/> Broom	<input type="checkbox"/> D Trencher	<input type="checkbox"/> Shear Head
<input type="checkbox"/> OHT Body Liner	<input type="checkbox"/> Grapple	<input type="checkbox"/> Compactor	<input type="checkbox"/> D All-Wheel Steer	<input type="checkbox"/> Special Rims
<input type="checkbox"/> Rotasaw	<input type="checkbox"/> Magnet	<input type="checkbox"/> Feller Buncher	<input type="checkbox"/> 0 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 BD of Commissioners

Lessor: **RING INVESTMENTS, LLC**

**Signature:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_

**Print Name:** Susan S. Richardson \_\_\_\_\_

**Title:** \_\_\_\_\_

**Manager** \_\_\_\_\_

**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.

- 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.

**Specific TINYWARE 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.

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

**MAXIMUM USAGE:**

The model listed and equipped as stated above will be operated an estimated total of 125 HOURS PER MONTH over a term of 24 MONTHS for total usage during the leasing term of 3000 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 3000 + Current 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 \$49.00 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.



**RING INVESTMENTS, LLC  
EQUIPMENT APPLICATION SURVEY**

Customer Name: Suwannee County BO of Commissioners

Location: 13150 80h Terrace, Live Oak, FL 32064

Make: CAT

Model: 140GC

Quantity: 1

SIN: W9400440

Annual Usage: 1500 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"/> D Slope Board	<input type="checkbox"/> D Pallet Forks	<input type="checkbox"/> Landscape Rake	<input type="checkbox"/> Concrete Crusher
<input type="checkbox"/> Auger	<input type="checkbox"/> D Tiller	<input type="checkbox"/> Rotator	<input type="checkbox"/> Metal Shear	<input type="checkbox"/> Forks
<input type="checkbox"/> Cab Riser	<input type="checkbox"/> D Access Platform	<input type="checkbox"/> D 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"/> D 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"/> D Trencher	<input type="checkbox"/> Shear Head
<input type="checkbox"/> OHT Body Liner	<input type="checkbox"/> Grapple	<input type="checkbox"/> Compactor	<input type="checkbox"/> D All-Wheel Steer	<input type="checkbox"/> Special Rims
<input type="checkbox"/> Rotasaw	<input type="checkbox"/> Magnet	<input type="checkbox"/> Feller Buncher	<input type="checkbox"/> 0 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"/> 0 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

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Lessee: Suwannee County BO of Commissioners

Lessor: **RING INVESTMENTS, LLC**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: Susan Richardson

Title: \_\_\_\_\_

Title: Manager

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

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

**MANDATORY CONDITION OF EQUIPMENT UPON RETURN:**

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**MAINTENANCE AND GENERAL REQUIREMENTS:**

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0% to 30%	70% charge to Lessee

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**Total Lease Hours 3000 + Current Hours - - - - - = Total Allowable Machine Hours \_\_\_\_\_**

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**RING INVESTMENTS, LLC  
EQUIPMENT APPLICATION SURVEY**

Customer Name: Suwannee County BD of Commissioners  
 Make: CAT Model: 140GC  
 Annual Usage: 1500 Hours **Current** Hours:

Location: 13150 80<sup>th</sup> Terrace, Live Oak, FL 32064  
 Quantity: 1 S/N: W9400413  
 Dealer: Ring Power Dealer Location: Saint Augustine, FL

\*\*\*\*\* IMPORTANT INFORMATION \*\*\*\*\*

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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"/> D Slope Board	<input type="checkbox"/> D Pallet Forks	<input type="checkbox"/> Landscape Rake	<input type="checkbox"/> Concrete Crusher
<input type="checkbox"/> Auger	<input type="checkbox"/> D Tiller	<input type="checkbox"/> Rotator	<input type="checkbox"/> Metal Shear	<input type="checkbox"/> Forks
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<input type="checkbox"/> Delimber	<input type="checkbox"/> Block Forks	<input type="checkbox"/> D 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"/> D Trencher	<input type="checkbox"/> Shear Head
<input type="checkbox"/> OHT Body Liner	<input type="checkbox"/> Grapple	<input type="checkbox"/> Compactor	<input type="checkbox"/> D 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 BD of Commissioners

Lessor: **RING INVESTMENTS, LLC**

**Signature:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_

**Print Name:** Susan S. Richardson \_\_\_\_\_

**Title:** \_\_\_\_\_

**Title:** Manager \_\_\_\_\_

**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.

- 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 tires, 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.

**Specific TIREWARE 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.

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

**MAXIMUM USAGE:**

The model listed and equipped as stated above will be operated an estimated total of 125 HOURS PER MONTH over a term of 24 MONTHS for total usage during the leasing term of 3000 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 3000 + Current 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 \$49.00 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.



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

# INVOICE

SUWANNEE COUNTY BOARD OF COMMISSIONERS  
 13150 80TH TERRACE  
 LIVE OAK, FL 32064

<b>Invoice No.:</b>
51647

<b>Payment Due Date:</b>
ON RECEIPT

<b>Account No.:</b>
SUWCO.47

Annual Payment on Governmental Lease-Option to Purchase Agreement for:

1. New CAT 140GC Motor Grader s/n W9400401	52,445.98
2. New CAT 140GC Motor Grader s/n W9400423	52,445.98
3. New CAT 140GC Motor Grader s/n W9400424	52,445.98
4. New CAT 140GC Motor Grader s/n W9400426	52,445.98
5. New CAT 140GC Motor Grader s/n W9400427	52,445.98
6. New CAT 140GC Motor Grader s/n W9400409	52,445.98
7. New CAT 140GC Motor Grader s/n W9400440	52,445.98
8. New CAT 140GC Motor Grader s/n W9400413	52,445.98

AMOUNT \*\*\*\$419,567.84

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 on line 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

**SUWANNEE COUNTY**

**Administration**

**Executive Summary**

**Objective:**

Renewal of Suwannee County Behavioral Health Transportation

**Considerations:**

The Transportation Plan must be reviewed, updated, and renewed every three years.

The Sheriff's Office and Fire Rescue have reviewed the Transportation Plan and determined that no changes are needed.

**Recommendation:**

Staff recommends approving without changes.

Respectfully submitted,

Greg Scott,

4Rt  
Suwannee County Administrator

DEPARTMENT OF CHILDREN AND FAMILIES  
NORTHEAST REGION SUBSTANCE ABUSE AND MENTAL HEALTH

SUWANNEE COUNTY BEHAVIORAL HEALTH

TRANSPORTATION PLAN

INITIAL ADOPTION APRIL 18, 2017

FIRST RENEWAL WITHOUT CHANGES JULY 21, 2020

SECOND RENEWAL WITHOUT CHANGES JANUARY 3, 2022

SUWANNEE COUNTY BEHAVIORAL HEALTH  
TRANSPORTATION PLAN  
TABLE OF CONTENTS

	Page
Introduction	3
Purpose	3
System Capacity	4
Choice	4
System Oversight	4
Interorganizational Collaboration	5
Definitions	5



# **Suwannee County Behavioral Health Plan**

## **Introduction**

In accordance with Florida Statute Chapter 394, Part 1, Florida Mental Health Act or the "Baker Act", Florida Statute Chapter 397, Hal S. Marchman Alcohol and Other Drug Services Act of 1993, and Senate Bill 12, a plan has been developed to organize a centralized system for acute care services. This plan has been developed by the Suwannee County Sheriffs Office, Suwannee County Fire Rescue and Meridian Behavioral Healthcare. This transportation plan requires, approval by the Suwannee County Board of County Commissioners, LSF Health Systems and the Department of Children and Families. Upon approval this document will serve as the transportation plan for Suwannee County per legislative intent. The intent of this plan is: 1. An arrangement centralizing and improving the provision of services within a county, which may include an exception to the requirement for transportation to the nearest receiving facility. 2. An arrangement by which a facility may provide, in addition to require psychiatric and addiction services, an environment and services which are uniquely tailored to the needs of an identified group of persons with special needs, such as persons with hearing impairments or visual impairments, or elderly persons with physical frailties; or 3. A specialized transportation system that provides an efficient and humane method of transporting patients to receiving facilities, among receiving facilities, and to treatment facilities.

## **Purpose**

The Suwannee County Transportation Plan has been successfully implemented. In the continued best interest of persons in need of public mental healthcare in Suwannee County it is now agreed that a renewal of the plan will continue the successful established centralized Baker Act/Marchman Act system, known as the Suwannee County Transportation Plan. The Plan will insure that individuals on an involuntary Baker Act/Marchman Act will obtain immediate access to acute care services and will reduce the need for inter-hospital transfers for psychiatric and addiction services. Coordination of services among providers in Suwannee County will continue to meet individual needs. The Plan calls for the Suwannee County Sheriffs Office to transport: 1. Adults on an involuntary Baker Act to Meridian Behavioral Healthcare. 2. Adults on an involuntary Marchman Act to Meridian Behavioral Healthcare 3. Youth under the age of 18 years on an involuntary Baker Act to Meridian Behavioral Healthcare 4. Youth under the age of 18 years on an involuntary Marchman Act to Meridian Behavioral Healthcare.

## **System Capacity**

- **Meridian Behavioral Healthcare, Inc.:** located at 439 SW Michigan Street, Lake City, FL is a receiving facility licensed by the Agency for Health Care Administration (AHCA)

## **Choice**

- The Suwannee County Sheriffs Office will take into consideration individual choice when making a determination of which Baker Act receiving facility to transport the individual. All persons on an involuntary Marchman Act are to be transported to Meridian Behavioral Healthcare.

## **System Oversight**

In an effort to resolve complaints, grievances, and disputes which may arise during implementation of the plan, personnel from Suwannee County Sheriffs Office, Suwannee County Fire Rescue and Meridian Behavioral Healthcare will meet on a quarterly basis. The Northeast Region Department of Children and Families, Substance Abuse and Mental Health Program Office and LSF Health Systems is responsible for providing oversight to the Transportation Plan. The Department of Children and Families and LSF Health Systems have the authority to resolve issues concerning the Transportation Plan, approve interagency agreements, as well as coordinate other services needed for individuals beyond acute care services. The Regional office also has a working relationship with the Agency for Health Care Administration if issues arise beyond the department's authority. The Northeast Region Substance Abuse and Mental Health Program Office telephone number in Jacksonville is 904-723-2000.

## **Interorganizational Collaboration**

Implementing an excellent Transportation Plan on behalf of persons in need of behavioral health services requires a significant amount of cooperation, commitment and collaboration from all parties involved. Besides having the strong support of law enforcement and the behavioral health providers, Suwannee County hospitals have engaged in a public planning process which has strengthened the relationships between all parties responsible for implementing the Transportation Plan in Suwannee County.

## **DEFINITIONS**

Baker Act: The Florida Mental Health Act.

Marchman Act: The Hal S. Marchman Alcohol and Other Drug Services Act

Receiving Facility: Any public or private facility designated by the Department of Children and Families to receive and hold involuntary patients under emergency conditions or for psychiatric evaluation and to provide short-term treatment.

Private Receiving Facility: Any hospital or facility operated by a for-profit or not-for-profit corporation or association that provides mental health services and is not a public facility.

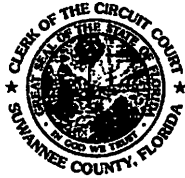
Public Receiving Facility: Any facility that has contracted with the Department of Children and Families to provide mental health services to all persons, regardless of their ability to pay, and is receiving state funds for such purpose.

## **Agenda Item No. 8**

**At 5:15 p.m.**, as soon thereafter as the matter can be heard, **hold a public hearing** to consider a Development Agreement with Project Wave. (County Attorney James Prevatt)

## **Agenda Item No. 9**

Clerk of the Court, Barry A. Baker - Discuss, with possible Board action, excess revenues returned to the Board.



**BARRY A. BAKER**

Clerk

OFFICE OF THE  
**CLERK OF THE CIRCUIT COURT**  
THIRD JUDICIAL CIRCUIT\* SUWANNEE COUNTY, FLORIDA

12/29/2022

To the Suwannee County Commissioners,

We are in the process of closing the books for the 2021-2022 fiscal year. The balance we have to submit back to the Board of Commissioners is \$144,472.69.

We are requesting to retain \$40,000 of this balance to address conversion issues we are facing within our Finance Office. Any funds that are not needed for this purpose would also be returned to the Board. If this request is granted by you the Board, we would be returning \$104,472.69 to your General Fund.

Sincerely,

*471-/JL*

Barry Baker,  
Suwannee County Clerk of Court

## **Agenda Item No. 10**

Discuss, with possible Board action, establishing a sale price of surplus property located on 74<sup>th</sup> Street, Parcel ID No. 17-02S-12E-09961-004002. (Greg Scott, County Administrator)

# 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**

