

RINGPOWER CORPORATION

GOVERNMENTAL LEASE AGREEMENT

Dated as of _____

LESSOR: Nassau County BOCC

LESSOR: RINGPOWER CORPORATION

"A political agency or subdivision of the state of Florida"

ADDRESS: P.O. Box 4000
Fernandina Beach, Florida 32035

ADDRESS:

Lessor, in reliance on Lessee's selection of the equipment described below ("Unit" or "Units"), agrees to acquire, lease, let and sell the Units to Lessee, and Lessee agrees to rent, lease, hire and purchase the Units from Lessor.

Description of Unit(s)Serial#

(1) Caterpillar D8R Series II WDA Track Type Tractor
See attached Quotation D8R-121703, dated 12/17/03 for specifications

To be supplied at the time of delivery

Location of Unit(s): Nassau County Solid Waste, Nassau County, Florida

Payment Schedule attached.

Lease Term: 36 Months

PAYMENT PROVISION:

Lessee shall pay to Lessor payments (including the principal and interest portion) in 36 consecutive monthly installments of \$9,784.00 commencing at the time of delivery

ADDITIONAL PROVISIONS: Per the attached Quotation #D8R-121703 dated 12/17/03, the machine has full warranty for 36 months/7500 hours with all parts and labor to be supplied by Ring Power Corporation. A deductible of \$200.00 will be charged for repairs after the standard warranty period (the standard warranty period is six months / unlimited hours).

Nassau County is responsible for all scheduled maintenance, all daily/weekly maintenance and all scheduled oil samples. Nassau County is responsible for all wear items (undercarriage, cutting edges, etc.) and any damage beyond normal wear.

If available, RPC will provide a loaner machine if repairs require more than 72 hours.

The lease period is for 36 months or 7500 hours. Should the machine be used more than 7500 hours prior to 36 months then excess hours will be charged at \$56.00 per hour and all repairs after that period will be the responsibility of Nassau County. The machine will be returned to Ring Power at the end of the lease period in a condition in accordance with the Lease Return Condition Agreement.

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 covenant to budget and appropriate the funds. 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. 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.

2. **PAYMENTS; NET LEASE:** During the Lease term, Lessee shall pay to Lessor, rent for each Unit as stated in the attached Payment Schedule and according to the above Payment Provision. An amount equal to one payment for all of the Units must accompany this Lease. If Lessor accepts and executes this Lease, said amount shall be applied to the first payment due. If Lessor does not execute this Lease, said amount will be returned to Lessee. If Lessor does not receive a payment on the date it is due, Lessee shall pay to Lessor, on demand, interest at the rate of six percent (6%) per annum, simple, on the late payment. 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. 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 Lessor, 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 an 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 not alter any Unit or affix any accessory or equipment to an 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. 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. The Lessee is responsible for daily fluid top-offs, vandalism, fire & theft, operator abuse and acts of nature.
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 Lessor and (d) 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 pursuant to Section 103 of the Internal Revenue Code of 1986, as amended (the "Code") and if it is determined that the interest payable by Lessee is not exempt from Federal income tax the interest rate will be adjusted to 10% per annum retroactive to the date of the tax code change. 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 which 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 which 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; (e) Lessee will not do or cause to be done any act which 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 owner, 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 them foregoing hereafter the "impositions"), arising at any time prior to, during or subsequent to and associated with, the Lease term and levied by Nassau County Florida 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 which, by the term of the statute imposing such tax expressly relieve Lessee or Lessor from the payment of any impositions which Lessee would otherwise be obligated to pay or reimburse). If Lessor is not entitled to a corresponding an equal deduction with respect to any imposition which 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 which 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 which 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, fire, 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 "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 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 which 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 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, and require Lessee to return the Units as provided in Section 10 of this Lease and demand payment from Lessee of any and all amounts then due under this Lease or which may have accrued to the date of termination. In any litigation arising out of this Lease, the prevailing party shall be entitled to recover reasonable attorney's fees and costs incurred 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 expense incurred by Lessor in enforcing this Lease and all interest charges pursuant to Section 2. If Lessee fails to perform any of its 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. If Lessor fails to perform any of its obligation under this Lease, Lessee may (but need not) at any time thereafter perform such obligation, and the expenses incurred in connection therewith shall be payable by Lessor 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 RingPower Corporation location, or on board such carrier as Lessor shall specify and shipping 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 other than those costs covered by Lessor's Total Maintenance & Repair obligation.

- 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. **TITLE, SECURITY INTEREST AND FURTHER ASSURANCES:** Provided (a) Lessee has accepted each Unit on its delivery date; (b) no Event of Default exists as of its Delivery Date of the Unit, title to each Unit shall vest in Lessee on the Delivery Date of the Unit, provided, however, that in the event (i) this Lease is terminated pursuant to Section hereof, or (ii) an Event of Default has occurred and is continuing, title to the Unit shall immediately revert in Lessor, free of any right, title and interest of Lessee, unless Lessor elects otherwise in writing.
- 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 RingPower Corporation 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 supercedes 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 where the Units are located.

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

Lessee: BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY FLORIDA

Lessor: RINGPOWER CORPORATION

By *Floyd L. Vanzant*

By *Bree R Alban*

Name (PRINT) FLOYD L. VANZANT

Name (PRINT) **BREE R. ALBAN**

Its: CHAIRMAN

Title: **CREDIT**

Date: January 26, 2004

Date: 5/11/04 **RING POWER CORPORATION**

ATTEST:

J. M. Oxley, Jr.

J. M. "CHIP" OXLEY, JR.

Its: Ex-Officio Clerk

Approved as to form by the
Nassau County Attorney

Michael S. Mullin

Michael S. Mullin

**RING POWER CORPORATION
Lease Return Condition Agreement**

This agreement is between Nassau County BOCC (Lessee) and Ring Power Corporation (Lessor), with regards to the following unit Caterpillar D8R II, S/N _____, which is being leased by the Lessee.

The Lessee agrees that each unit, upon its return, shall:

- 1. Be in sound mechanical shape and, if mobile, shall be in good working order under full payload.
- 2. Have tires in safe and operable condition with a minimum of forty percent (40%) life remaining

OR

Have a minimum of forty percent (40%) life remaining on all undercarriage components including track shoes, links, pins and bushings, idlers, bogies, sprockets, carrier rollers and track rollers.

- 3. Have no missing sheet metal and any damage to sheet metal or glass shall not exceed \$1,500.00; and
- 4. Have no structural damage to the frame.

The condition of each unit shall be determined by an inspection report done prior to its return to be provided by Lessor. In lieu of returning a unit in the condition specified above, Lessee shall reimburse Lessor for the cost to restore the unit to such condition.

Nassau County BOCC (Lessee)

Ring Power Corporation

Lee Pickett
Signature

Breer Ringhaver
Signature

Name (Print): Lee Pickett

Name (Print): BREER ALBAN
CREDIT MANAGER
RING POWER CORPORATION

Title: SOLID WASTE DIR.

Title: _____

Date: 4/20/04

Date: 5/11/04

DELIVERY SUPPLEMENT

This pertains to the Lease, dated as of 4-27-04, between Ring Power Corporation as Lessor and Nassau County BOCC 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)Location

(1) Caterpillar D8R II

Nassau County Landfill

Possession Date: 4-27-04Signature: Lee PickettName (PRINT) Lee Pickett

Title _____

Date 4/30/04

INVOICE

S NASSAU COUNTY BOARD OF
 O L COMMISSIONERS
 D SOLID WASTE
 T P O BOX 4000
 O FERNANDINA BEACH FL

32035

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00SX01519329	04-27-04	OUR TRANSPORT	04-27-04	04000406-00	032036
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TAX EXEMPTION LICENSE CONSUMER EXEMPT

PAYMENT OF THIS INVOICE IS DUE ON 5/6/04
 EQUIPMENT SALE

CATERPILLAR MODEL D8R11

NEW CATERPILLAR D8R11 TRACTOR

1.0 6YZ01802
 6YZ01802

ID NO: 6YZ01802 SERIAL NO: 6YZ01802

455277.00

PIN: *CAT00D8RA6YZ01802*

REF: 157-0818

NEW CATERPILLAR D8 R11 TRACK-TYPE TRACTOR EQUIPPED WITH CAB, ROPS, MOUNTED AIR CONDITIONING, ENGINE COOLANT HEATER, FUEL-TANK GUARD, CLAMSHELL FINAL DRIVE GUARD, POWER ACTUATED BELLY GUARDS, FRONT AND REAR STRIKER GUARDS, EJECTOR FAN, AMOCS WASTE HANDLING RADIATOR, LAMINATED THERMAL SHIELD, REAR SCREEN, RIPPER HYDRAULICS, WASTE HANDLING ARRANGEMENT, OIL CHANGE SYSTEM, 4 FRONT SUPPLEMENTAL LIGHTS, ADDITIONAL COUNTERWEIGHT, TURBINE OPTIMAX PRECLEANER, CYLINDER MOUNTING, RH LIFT WITH LINES CYLINDER, AND LH LIFT WITH LINES CYLINDER, BASIC BULLDOZER 8SU, 8SU LANDFILL BLADE. ENGINE S/N: BET09879

1.0
 1.0

*****REF SALE AGREEMENT #S14738*****

A SERVICE CHARGE OF 1 1/2 % PER MONTH WILL BE CHARGED ON PAST DUE ACCOUNTS.

Remit to:
 Ring Power Corporation
 P.O. Box 116987
 Atlanta, GA
 30368-6987

455277.00

Title to the equipment listed hereon shall not pass to the purchaser until the purchase price (including all taxes) has been paid, but such title remain vested in the seller until all sums due become due from the purchaser to the seller hereon, whether evidenced by note, book account, judgment, or otherwise, shall have been fully paid, at which time ownership shall pass to purchaser. Purchaser shall assume all liability of damage or destruction to same. At any time after any payment thereon becomes overdue seller may avail himself of any legal remedy including right to repossess the equipment without notice and purchaser agrees to pay legal fees.

February 11, 2004 and to narrow the five down to three. Commissioner Acree seconded the motion as amended. The motion, as amended, carried unanimously.

6:37 Mr. Mullin stated that he would bring back to the Board at the Emergency Special Meeting on January 27, 2004 the discussion of the Lime Street right-of-way acquisition and any changes to the contract language.

6:38 Upon the request of the County Attorney, it was moved by Commissioner Deonas, seconded by Commissioner Samus, and unanimously carried to continue the discussion of the Bryceville landfill to the Regular Meeting on February 11, 2004.

6:38 It was moved by Commissioner Samus and seconded by Commissioner Deonas to approve the following items:

- Approval of the 1st quarter reimbursements for the Consolidated Solid Waste Management Grant in the amount of \$16,030.
- Approval of Form 471, Part II of the E-Rate Grant application for the Library.
- Approval of amendment of the Library's Fiscal Year 2004 budget to include the \$53,417 in unanticipated revenue from the State Aid grant.
- Approval of lease agreement with Ring Power for a new 320 CL Caterpillar Hydraulic Excavator, at a 3-year rental cost of \$3,504 per month for a total cost of \$126,144.
- ★ • Approval of lease agreement with Ring Power for a new D8RII Caterpillar Tractor

- Approval of lease agreement with Ring Power for a new Caterpillar D5G LGP Hystat Tractor, at a 3-year rental cost of \$2,352 per month for a total cost of \$86,672.
- Approval of request from Human Resources for maintenance agreement with Adams Remco, Inc. for a copier and to approve a budget transfer from Human Resources Department Rentals/Leases 01122513-544000 to Maintenance Service Contract 01122513-546020.

Upon the request of the Clerk, Commissioner Samus amended her motion to only accept the revenues on the request to amend the Library's Fiscal Year 2004 budget. Commissioner Deonas seconded the motion as amended. After discussion regarding the landfill equipment, Commissioner Samus further amended her motion to exclude the approval of lease agreements with Ring Power for a new 320 CL Caterpillar Hydraulic Excavator and for a new Caterpillar D5G LGP Hystat Tractor. Commissioner Deonas seconded the motion as amended. The motion, as amended, carried unanimously.

6:45 Upon the request and recommendation of the County Attorney, it was moved by Commissioner Deonas, seconded by Commissioner Marshall, and unanimously carried to approve the sovereignty submerged lands lease modification to increase the square footage regarding the North End Boat Ramp.

6:46 Upon the request and recommendation of the County Attorney, it was moved by Commissioner Samus, seconded by

BOARD OF COMMISSIONERS
ASSET LIST BY CLASS/LOCATION

DEPT ROOM	TAG # ASSET #	SUB CLASS DESCRIPTION	MANUF SERIAL # CUSTODIAN	QTY	ACQUIS DATE EST LIFE	ACQUIS COST CURR BOOK	REPLACE COST	REMARKS STATUS CAPITALIZE?
0341	2560 20011956	✓ ROTARY CUTTER ROTARY CUTTER	RHINO 13953 ✓ DEPT HEAD		09/01/1994 5	1,405.00 .00	1,405.00	Active y ACTIVE Y
0341	2512 20011957	✓ TRACTOR FARM TRACTOR	JOHND L06300K134955 ✓ DEPT HEAD		11/01/1994 5	23,651.72 .00	23,651.72	Active y ACTIVE Y
0341	2541 20011958	SW 0038 ROLL-OFF TRUCK MACK ROLL-OFF TRUCK 1981 ?	MACK 1M2B120C9BA050447 ? DEPT HEAD		06/01/1995 5	28,900.00 .00	28,900.00	delete/Auction delete ACTIVE Y
0341	2556 20011959	SW 0039 MISC EQUIPMENT-OTHERMSA GASCOPE	6783 ✓ DEPT HEAD		09/01/1995 10	1,105.87 .00	1,105.87	Active y ACTIVE Y
0341	2510 20011961	SW 168 BACKHOE BACKHOE LOADER	CATER 8ZK07007 ✓ DEPT HEAD		01/01/1996 5	47,722.95 .00	47,722.95	Active y ACTIVE Y
0341	2534 20011963	MISC HEAVY EQUIP COMPACTOR	CATER 87X01878 DEPT HEAD		02/01/1996 5	303,711.05 .00	303,711.05	delete/Auct Active y ACTIVE Y
0341	2530 20011964	✓ TRACTOR D5 DOZIER	CATER 1DD06662 ✓ DEPT HEAD		02/01/1996 5	131,782.86 .00	131,782.86	Active y ACTIVE Y
0341	SW 47 20011969	✓ TRAILER SEMI-TRAILER	6-0104 ✓ DEPT HEAD		03/01/1996 12	3,500.00 729.13	3,500.00	Active y ACTIVE Y
0341	SW 48 20011970	(d) COMPRESSOR COMPRESSOR	DAVEY 6-0262/37637 DEPT HEAD		03/01/1996 3	2,100.00 .00	2,100.00	delete ✓ ACTIVE Y
0341	SW 49 20011971	(d) COMPUTER COMPUTER	PENTI 0526GI8L0496/LN DEPT HEAD		04/01/1996 5	2,025.00 .00	2,025.00	delete ✓ ACTIVE Y
0341	2509 20011972	✓ TRACKLOADER TRACKLOADER	CAT 86G03138 ✓ DEPT HEAD		04/01/1996 5	284,159.70 .00	284,159.70	Active y ACTIVE Y
0341	SW 51 20011973	✓ TRUCK TRACTOR TRUCK TRACTOR	KAISE 6-0314/9524-13344 ✓ DEPT HEAD		05/01/1996 3	10,639.52 .00	10,639.52	ACTIVE Y
0341	SW 53 20011974	TANKER 5000 GAL TANKER TRAILER	5-634-12/3D71166 DEPT HEAD		04/01/1996 10	7,397.00 431.51	7,397.00	ACTIVE Y Delete/Auct
0341	2546 20011975	PRESSURE WASHER PRESSURE WASHER	WHITC 496-1707 DEPT HEAD		06/01/1996 5	3,525.00 .00	3,525.00	delete ACTIVE Y
0341	SW 58 20011976	✓ WELDER LIN RANGER 9 ONAN	HOLOX 305293 ✓ DEPT HEAD		07/01/1996 5	3,275.12 .00	3,275.12	Active y ACTIVE Y
0341	SW 59 20011977	MISC EQUIPMENT-OTHERBOART HEAVY DUTY SOLUTION BALANCE	GW-120 DEPT HEAD		07/01/1996 5	985.00 .00	985.00	delete ✓ ACTIVE Y
0341	SW 60 20011978	MISC EQUIPMENT-OTHERBOART PORTABLE SIEVE SHAKER	P-220 DEPT HEAD		07/01/1996 5	608.00 .00	608.00	delete ✓ ACTIVE Y

10/08/2005
1' 13

BOARD OF COMMISSIONERS
ASSET LIST BY CLASS/LOCATION

PAGE 7
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DEPT ROOM	TAG # ASSET #	SUB CLASS DESCRIPTION	MANUF SERIAL # CUSTODIAN	QTY	ACQUIS DATE EST LIFE	ACQUIS COST CURR BOOK	REPLACE COST	REMARKS STATUS CAPITALIZE?	
0341	2508 20012013	RECYCLE BOXES ROLL OFF RECYCLE BOXES	981703 ✓ DEPT HEAD	10	03/01/1998	2,795.00 698.85	2,795.00	Active y ACTIVE Y	
0341	2529 20012042	TRACTOR CATERPILLAR	CATER 7XMO3485 ✓ DEPT HEAD	5	07/01/1998	353,018.00 .00	353,018.00	Active y ACTIVE Y	
0341	2531 20012044	COMPACTOR BOMAG COMPACTOR	BOMAG 101570521050 ✓ DEPT HEAD	5	03/10/2000	361,705.00 .00	361,705.00	Active y ACTIVE Y	
0341	2517 20012045	PRESSURE WASHER HOT WATER PRESSURE WASHER	AV500 200012010003 ✓ DEPT HEAD	10	03/13/2000	3,186.52 1,433.97	3,186.52	Active y ACTIVE Y	
0341	2485 20012059	SWITCH COMPUTER SWITCH 2524	CUSTO TWO4903835 72518452 ✓ DEPT HEAD	5	06/08/2001	1,015.00 152.23	1,015.00	ACTIVE Y	
0341	SW 153 20012060	STARTER KIT PRO-LINK STARTER KIT	KENT- 91095974 DEPT HEAD	5	05/19/2001	1,496.45 199.56	1,496.45	delete ✓ ACTIVE Y	
0341	2516 20012062	TRACTOR D6R-DS CATERPILLAR TRACTOR	CATER 9PN01788 ✓ DEPT HEAD	5	08/31/2001	227,340.00 41,679.00	227,340.00	Active y ACTIVE Y	
0341	2524 20030008	TRACTOR FARM TRACTOR	NEW H 001288091 DEPT HEAD	5	01/14/2003	7,546.88 1,657.36	7,546.88	Active y ACTIVE Y	
0341	2514 20030035	TRUCK CHEV BLAZER #82 (SUV)	CHEVY 1G8ED18J4GF184762 DEPT HEAD	1	11/18/2002	750.00 .00	750.00	Active y ACTIVE Y	
LOCATION 376 TOTALS					COUNT: 63	2,421,070.79	2,421,070.79	80,154.79	
LOCATION: 377 LOFTON LF									
0341	2572 20012031	RECYCLE BOXES RECYCLE BOXES	980539 DEPT HEAD	10	10/01/1990	4,600.00 .00	4,600.00	Active y ACTIVE Y	
0341	2576 20012032	RECYCLE BOXES ROLL OFF RECYCLE BOXES	980540 DEPT HEAD	10	10/01/1990	4,600.00 .00	4,600.00	Active y ACTIVE Y	
LOCATION 377 TOTALS					COUNT: 2	9,200.00	9,200.00	.00	
LOCATION: 379 CALLAHA LF									
0341	SW 144 20011927	TANK-ABOVE GROUND ST ABOVE GROUND STORAGE TANK	F921 DEPT HEAD	5	09/30/1999	3,447.00 .00	3,447.00	delete ✓ ACTIVE Y	
0341	2580 20011928	ROLL-OFF CONTAINER OPEN TOP ROLL-OFF CONTAINER	DEPT HEAD	5	08/23/1999	2,095.00 .00	2,095.00	Active y ACTIVE Y	