CATHERINE D. ROBINSON MAYOR

JOHN ROGERS VICE-MAYOR

DR. ALVIN B. JACKSON, JR. CITY MANAGER



COMMISSIONERS:

TONYA GORDON

TINA-MARIE SCHULTZ

PETE YOUNG

BUNNELL CITY COMMISSION MEETING

Monday, March 11, 2024 7:00 PM

1769 East Moody Boulevard (GSB), Chambers Room Bunnell, FL 32110

A. Call Meeting to Order and Pledge Allegiance to the Flag

Roll Call

Invocation for our Military Troops and National Leaders

- B. Introductions, Commendations, Proclamations, and Presentations:
 - **B.1.** Proclamation: Problem Gambling Awareness Month
 - **B.2.** Presentation: Donation of AEDs
 - **B.3.** Presentation: Swearing-In of New Police Officers
- C. Consent Agenda:
 - C.1. Approval of Warrant
 - a. March 11, 2024 Warrant
 - C.2. Approval of Minutes
 - **a.** February 26, 2024 City Commission Meeting Minutes
- D. Public Comments:

Comments regarding items not on the Agenda. Citizens are encouraged to speak; however, comments are limited to four (4) minutes.

- E. Ordinances: (Legislative): None
- F. Resolutions: (Legislative):
 - **F.1.** Resolution 2024-02 Approving the Statewide Mutual Aid Agreement (SMAA) with the State of Florida.
- G. Old Business: None
- H. New Business:

H.1. Request Approval to Reallocate Contingency Funds for a Capital Equipment Replacement Purchase and Approval of the Purchase

I. Reports:

- City Clerk
- Police Chief
- City Attorney
- City Manager
- Mayor and City Commissioners

J. Call for Adjournment.

This agenda is subject to change without notice. Please see posted copy at City Hall, and our website www.BunnellCity.us.

NOTICE: If any person decides to appeal any decision made by the City Commission or any of its boards, with respect to any matter considered at any meeting of such boards or commission, he or she will need a record of the proceedings, and for this purpose he or she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is based, 286.0105 Florida Statutes. **Any person requiring a special accommodation at this meeting because of a disability or physical impairment should contact the City Clerk at (386) 437-7500 at least 48 hours prior to the meeting date.**

THE CITY OF BUNNELL IS AN EQUAL OPPORTUNITY SERVICE PROVIDER.

Posted by City Clerk's office on March 4, 2024



City of Bunnell, Florida

ATTACHMENTS:

Description Type Proclamation Exhibit



WHEREAS, problem gambling is a serious public health issue affecting one to three percent of the general adult population and often results in personal, financial, familial, legal, and other costs, including a high risk of suicide; and

WHEREAS, it is estimated that over 200,000 Florida adults of diverse age, race, ethnicity, and socio-economic status suffer from past-year gambling problems, and 800,000 more are at risk of developing such difficulties, constituting 4.7% of the adult population ages 18 and older; and

WHEREAS, it is further important to note that these statistics do not account for youth, who are increasingly and deceptively exposed to gambling concepts and are at an increased risk for developing gambling-related problems; and

WHEREAS, it is also essential to recognize problem gambling as a societal issue, with 8-10 additional people adversely impacted by every problem gambler, increasing the affected population by an estimated additional 1.5 million individuals, with conservative projected social costs amounting to more than \$9 billion nationally each year; and

WHEREAS, problem gambling is treatable for those who seek help, which minimizes the harm to Floridians and to the State as a whole; and

WHEREAS, the Florida Council on Compulsive Gambling's (FCCG's) public awareness campaign provides an opportunity to educate the public, policymakers, educators, businesses, mental health and criminal justice professionals, and others, about the potential adverse effects of gambling, as well as social, legal, financial, and emotional impacts and available supports; and

WHEREAS, free referrals to problem gambling resources and supports, including to licensed and certified treatment providers, self-help support groups, the FCCG's Online Program for Problem Gamblers (OPPG), the FCCG's Peer Connect Program, financial supports, legal resources, and many more are readily available to all Floridians by calling or texting the 888-ADMIT-IT Help Line; and

NOW, THEREFORE, we, the Bunnell City Commission, do hereby proclaim the month of March 2024 as "**Problem Gambling Awareness Month**" and encourage all citizens to help raise awareness about this issue.

Adopted this 11th day of March 2024

ierine D. Robinson, Mayor	Kristen Bates, CMC, City Clerk



City of Bunnell, Florida

ATTACHMENTS:

Description Type
Warrant 3/11/2024 Warrant





City of Bunnell, FL

cket: APPKT08364 - 03.11.24 Warrant - Payment

(None)	Post Date	Vendor Name	Description (Item)	Account Number	Amount
Vendor: 4C's Trucking &	Excavation, Inc.				
	01/31/2024	4C's Trucking & Excavation, I	57 Limestone Pickup	402-0534-534.5200	234.24
	02/16/2024	4C's Trucking & Excavation, I	57 Rock	401-0533-533.5205	488.00
	02/16/2024	4C's Trucking & Excavation, I	57 Rock	404-0535-535.5200	488.00
			Vendor 4C's Tr	ucking & Excavation, Inc. Total:	1,210.24
Vendor: Advance Stores					
	02/01/2024	Advance Stores Company, In	Ait Filter Truck 941	402-0534-534.4620	75.24
	02/08/2024	Advance Stores Company, In	Alr Filters, Oil Filters, for Gat		128.81
			Vendor Advance Store	s Company, Incorporated Total:	204.05
Vendor: American Famil	y Life Assurance Company of Co				
	02/14/2024	American Family Life Assuran	•	001-2185000	897.12
		Vendor Ame	rican Family Life Assurance Con	npany of Columbus Total:	897.12
Vendor: Aramsco Inc					
	01/04/2024	Aramsco Inc	5310 Street Signage	001-0541-541.5300	561.00
				Vendor Aramsco Inc Total:	561.00
Vendor: Blue Cross Blue	Shield of Florida				
	02/20/2024	Blue Cross Blue Shield of Flor	Dental March 2024	001-2184000	1,962.70
	02/20/2024	Blue Cross Blue Shield of Flor		001-2184500	81.17
			Vendor Blue Cr	oss Blue Shield of Florida Total:	2,043.87
Vendor: Buckstaff Public	Safety, Inc				
	02/15/2024	Buckstaff Public Safety, Inc	Nickel Handcuffs	001-0521-521.5200	114.80
			Vendor Bu	uckstaff Public Safety, Inc Total:	114.80
Vendor: Bunnell Auto Su	ıpply, Inc.				
	02/01/2024	Bunnell Auto Supply, Inc.	HD 50 50 AF 1 Gal	402-0534-534.4620	113.94
	02/14/2024	Bunnell Auto Supply, Inc.	Hydraulic Fluid Slope Mower	001-0541-541.4640	297.96
	02/14/2024	Bunnell Auto Supply, Inc.	Rear Blinker Lights for Dump	001-0541-541.4640	16.52
	02/17/2024	Bunnell Auto Supply, Inc.	Grommet, Terminal GM, Cou	402-0534-534.4620	46.28
	02/17/2024	Bunnell Auto Supply, Inc.	Merco, Hyd Hose Fittings Tru	402-0534-534.4620	180.37
	02/02/2024	Bunnell Auto Supply, Inc.	Jack Bar for Truck 960	402-0534-534.4640	65.00
	02/20/2024	Bunnell Auto Supply, Inc.	Hydraulic Hose Fittings	402-0534-534.4620	257.78
	02/23/2024	Bunnell Auto Supply, Inc.	Thermostat	001-0541-541.4620	30.28
	02/05/2024	Bunnell Auto Supply, Inc.	55 GAL DEF	402-0534-534.5200	325.00
	02/07/2024	Bunnell Auto Supply, Inc.	Absorbent & Merco	402-0534-534.4620	35.98
	02/07/2024	Bunnell Auto Supply, Inc.	Absorbent & Merco	402-0534-534.5200	32.98
	02/07/2024	Bunnell Auto Supply, Inc.	Lucas Stop Leak	402-0534-534.4620	31.99
	02/07/2024	Bunnell Auto Supply, Inc.	Battery Replacement	001-0541-541.4640	190.23
			Vendor	Bunnell Auto Supply, Inc. Total:	1,624.31
Vendor: Charles J. Cino					
	02/15/2024	Charles J. Cino	Code Enforcement Board 3.5		437.50
			Vendo	r Charles J. Cino Total:	437.50
Vendor: Charter Commu					
	02/07/2024	Charter Communications	604 E Moody (6) 2.10.24-3.09		109.88
	02/07/2024	Charter Communications	405 E Drain 2.13.24-3.12.24	001-0572-572.4100	104.99
	02/07/2024	Charter Communications	1769 E Moody 2.09.24-3.08	001-0521-521.4100	124.98
			Vendor	Charter Communications Total:	339.85
Vendor: City of Bunnell	=				
	12/13/2023	City of Bunnell - Petty Cash	Batteries for Finance office d		7.48
			Vendor City	of Bunnell - Petty Cash Total:	7.48
Vendor: DG Hardware, I					
	11/07/2023	DG Hardware, Inc.	Roebic Foaming Root Killer	404-0535-535.5200	45.88
	02/15/2024	DG Hardware, Inc.	Velcro 2*4 Industrial Blk	001-0521-521.5200	13.76

3/4/2024 10:31:02 AM Page 1 of 7

Expense Approval Register			P	acket: APPKT08364 - 03.11.24 Warra	ant - Payment
(None)	Post Date	Vendor Name	Description (Item)	Account Number	Amount
	02/02/2024	DG Hardware, Inc.	Supplies to install chains	404-0535-535.4640	47.79
	02/20/2024	DG Hardware, Inc.	v	001-0541-541.5200	160.97
			\	/endor DG Hardware, Inc. Total:	268.40
Vendor: Duval Asphalt Produ	cts, Inc				
	01/31/2024	Duval Asphalt Products, Inc	Asphalt for Potholes	001-0541-541.5300	2,464.00
			Vendor Do	uval Asphalt Products, Inc Total:	2,464.00
Vendor: Environmental Land	Services of Flagler County, Inc				
	02/15/2024	Environmental Land Services	Services for 2.24-2.7.24	402-0534-534.3400	4,194.15
		Ve	endor Environmental Land Serv	ices of Flagler County, Inc Total:	4,194.15
Vendor: Evident					
	02/06/2024	Evident	Evidence Envelope, Nark, Re	001-0521-521.5200	261.92
				Vendor Evident Total:	261.92
Vendor: Expert Chemical Sale	es & Service LLC				
r	02/19/2024	Expert Chemical Sales & Serv	Liner Bags & Soft Touch Rolls	001-0572-572.5200	381.50
		·	=	emical Sales & Service LLC Total:	381.50
Vendor: Ferguson US Holding	s Inc				
venuori renguson os molumig	02/16/2024	Ferguson US Holdings, Inc	Pep Tank	404-0535-535.5200	250.00
	02, 10, 202 .	r engagen go rrenamge, me	•	Ferguson US Holdings, Inc Total:	250.00
Vandou Flagler Brandonstina					
Vendor: Flagler Broadcasting	02/07/2024	Flagler Broadcasting LLC	Italian Festival Advertising	001-0515-515.4900	1,008.00
	02/07/2024	riagier broadcasting LLC	•	ler Broadcasting LLC Total:	1,008.00
			vendorriag	iei bioaucasting LEC Total.	1,000.00
Vendor: Flagler County Board	•	Floring Co. of Board of Co.	1	004 0524 524 5240	4 2 4 4 0 4
	02/02/2024	,	. January 2024 Fuel Reimburs		4,241.04
	02/20/2024	Flagler County Board of Coun	·	001-0521-521.4400	108.35 4,349.39
			vendor riagier county board	of County Commissioners Total:	4,343.33
Vendor: Florida Health Care F		Florida Harlin Com North	TCC NA l. 2024	004 2404000	47.547.62
	03/01/2024	Florida Health Care Plans, Inc.	T66 March 2024	001-2184000	47,517.62
	03/01/2024	Florida Health Care Plans, Inc.	Retiree March 2024	001-2184500 001-2184000	1,692.61
	03/01/2024	Florida Health Care Plans, Inc.	T23 March 2024	Health Care Plans, Inc. Total:	2,617.44 51,827.67
			Vendor Florida I	realth care rians, me. Total.	31,027.07
Vendor: Gannett Media Corp		Carratt Madia Carr	DIII: D 4 4 24 4 24 24	004 0534 534 4000	552.40
	01/31/2024	Gannett Media Corp	Billing Period 1.1.24-1.31.24	001-0524-524.4800	552.40 552.40
			vend	dor Gannett Media Corp Total:	552.40
Vendor: Hawkins Inc					
	02/16/2024 02/23/2024	Hawkins Inc	WWTP Chemicals	404-0535-535.5200	1,344.60
		Hawkins Inc	WWTP Chemicals	404-0535-535.5200	1,095.60 908.85
	02/09/2024	Hawkins Inc	WWTP Chemicals	404-0535-535.5200 Vendor Hawkins Inc Total:	3,349.05
				vendoi nawkiiis iiic lotdi.	3,343.03
Vendor: Heritage Landscape	•••	Hadisaa Landeree Corel C	20 Cal Banana Bro Bro 21 11	004 0572 572 5202	700.30
	02/21/2024	Heritage Landscape Supply G	30 Gal Ranger Pro, Diquat, H		799.20
			venuoi neritage tani	dscape Supply Group, Inc. Total:	799.20
Vendor: Kerri A Uebel					
	02/14/2024	Kerri A Uebel	Hydraulic Oil Steering Contro		29.98
				Vendor Kerri A Uebel Total:	29.98
Vendor: Liberty National Life					
	02/22/2024	Liberty National Life Insurance	•	001-2185000	577.21
			Vendor Liberty Nat	ional Life Insurance Total:	577.21
Vendor: Lowe's Companies, I	nc				
	02/21/2024	Lowe's Companies, Inc	Items for WWTP	404-0535-535.5200	363.72
			Vend	lor Lowe's Companies, Inc Total:	363.72
Vendor: MacData LLC					
	02/15/2024	MacData LLC	Perrone.J, Houser.B, Eaby.A,	001-0521-521.4900	120.00
	02/15/2024	MacData LLC	Perrone.J, Houser.B, Eaby.A,	001-0541-541.4900	25.00
				Vendor MacData LLC Total:	145.00

3/4/2024 10:31:02 AM Page 2 of 7

Expense Approval Register			Pa	cket: APPKT08364 - 03.11.24 Warra	nt - Payment
(None)	Post Date	Vendor Name	Description (Item)	Account Number	Amount
Vendor: McGrath RentCorp	and Subsidiaries				
	02/15/2024	McGrath RentCorp and Subsi	24 mth lease 2.14.24-3.15.24	001-0519-519.4400	2,188.66
			Vendor McGrath R	entCorp and Subsidiaries Total:	2,188.66
Vendor: Medi-Quick Urgent	Care				
	02/02/2024	Medi-Quick Urgent Care	Lindsey,Laura, Ware,John, Za		73.00
	02/02/2024	Medi-Quick Urgent Care	Lindsey,Laura, Ware,John, Za		73.00
	02/02/2024	Medi-Quick Urgent Care	Lindsey,Laura, Ware,John, Za Vendor Medi-Qu		73.00 219.00
Warder Michael Las Dans			venuoi ivieui-qu	dick orgent care Total.	219.00
Vendor: Michael Leo Dove	02/20/2024	Michael Leo Dove	Services for 2.7.24-2.20.24	118-0524-524.3401	1,295.00
	02/20/2024	Michael Leo Dove		/endor Michael Leo Dove Total:	1,295.00
Vandar: Municipal Emorgan	ry Carvicas Inc		·		_,
Vendor: Municipal Emergeno	02/08/2024	Municipal Emergency Service	Blue Polo Embrodier Badge	001-0521-521.5220	47.48
	02/00/2021	wantiput Emergency Service	•	Emergency Services, Inc Total:	47.48
Vendor: Palm Coast Observe	ır IIC				
vendor. Famil Coast Observe	02/15/2024	Palm Coast Observer, LLC	Ord 2024-05 CIP Amendment	001-0512-512.4800	75.00
	02/15/2024	Palm Coast Observer, LLC	Ordinance 2024-04 Admin C		201.50
	02/15/2024	Palm Coast Observer, LLC	Admin Complex FLUM Comm	001-0512-512.4800	195.00
			Vendor F	Palm Coast Observer, LLC Total:	471.50
Vendor: PPLSI Legal Shield					
	02/22/2024	PPLSI Legal Shield	Legal Shield February 2024	001-2185000	421.29
			V	endor PPLSI Legal Shield Total:	421.29
Vendor: Rayco Funding & De	velopment, Inc				
	02/20/2024	Rayco Funding & Developme	Hauling of Biosolids	404-0535-535.3400	1,575.00
	02/09/2024	Rayco Funding & Developme	•	404-0535-535.3400	1,575.00
			Vendor Rayco Fundin	g & Development, Inc Total:	3,150.00
Vendor: Rush Truck Centers					
	02/16/2024		DPF Filter, Aftertreatment Inj		1,932.40
	02/19/2024	Rush Truck Centers of Florida	Sensor, DFN Pressure, Spacer Vendor Rush Tri	uck Centers of Florida Inc Total:	350.00 2,282.40
Vandou Cafaviland IIC			Vendor Rush Tre	der centers of Florida me Total.	2,202.40
Vendor: Safariland, LLC	01/15/2024	Safariland, LLC	6365RDS ALS Duty Holster	001-0521-521.5200	354.45
	01/13/2024	Salamana, LLC	0303ND3 ALS Daty Holster	Vendor Safariland, LLC Total:	354.45
Vendor: Staples Inc				,	
venuor. Staples inc	02/15/2024	Staples Inc	Contract overage 1.13.24-2.1	001-0513-513.3400	77.00
	- , -, -	,		Vendor Staples Inc Total:	77.00
Vendor: Staples, Inc					
	02/16/2024	Staples, Inc	HP 62 Blk ink / Steno Books	001-0521-521.5100	88.21
				Vendor Staples, Inc Total:	88.21
Vendor: Sun Country Termite	e & Pest Control				
-	01/02/2024	Sun Country Termite & Pest	604 E Moody unit 3	001-0519-519.3401	25.00
	01/02/2024	Sun Country Termite & Pest	300 Tolman St	001-0541-541.3400	40.00
	01/02/2024	Sun Country Termite & Pest	200 Tolman St	404-0535-535.3400	30.00
	01/02/2024	Sun Country Termite & Pest	Coquina	001-0572-572.3400	37.00
	01/02/2024	Sun Country Termite & Pest	PD Modular	001-0519-519.3401	50.00
	01/02/2024	Sun Country Termite & Pest	100 Utility Dr	401-0533-533.3401	30.00
	01/02/2024 01/02/2024	Sun Country Termite & Pest Sun Country Termite & Pest	604 E Moody unit 4 604 E Moody unit 5	001-0519-519.3401 401-0533-533.3401	25.00 12.50
	01/02/2024	Sun Country Termite & Pest	604 E Moody unit 5	404-0535-535.3400	12.50
	01/02/2024	Sun Country Termite & Pest	•	001-0519-519.3401	25.00
	01/03/2024	Sun Country Termite & Pest	•	001-0572-572.3400	40.00
	01/03/2024	Sun Country Termite & Pest	=	001-0572-572.3400	40.00
	01/03/2024	Sun Country Termite & Pest	Johnson Park	001-0572-572.3400	75.00
	01/03/2024	Sun Country Termite & Pest	Jackson Park	001-0572-572.3400	30.00
	01/03/2024	Sun Country Termite & Pest		001-0572-572.3400	30.00
	01/03/2024	Sun Country Termite & Pest		001-0572-572.3400	75.00
	01/03/2024	Sun Country Termite & Pest	Heritage Park	001-0572-572.3400	25.00

3/4/2024 10:31:02 AM Page 3 of 7

Expense Approval Register			Pa	cket: APPKT08364 - 03.11.24 Warra	ınt - Payment
(None)	Post Date	Vendor Name	Description (Item)	Account Number	Amount
	12/04/2023	Sun Country Termite & Pest	100 Utility DR	401-0533-533.3401	30.00
	12/04/2023	Sun Country Termite & Pest	PD Modular	001-0519-519.3401	50.00
	12/04/2023	Sun Country Termite & Pest	604 E Moody unit 3	001-0519-519.3401	25.00
	12/04/2023	Sun Country Termite & Pest	604 E Moody unit4	001-0519-519.3401	25.00
	12/04/2023	Sun Country Termite & Pest	604 E Moody unit 5	401-0533-533.3401	12.50
	12/04/2023	Sun Country Termite & Pest	604 E Moody unit 5	404-0535-535.3400	12.50
	12/04/2023	Sun Country Termite & Pest	604 E Moody 6	001-0519-519.3401	25.00
	12/04/2023	Sun Country Termite & Pest	Coquina	001-0572-572.3400	37.00
	12/04/2023	Sun Country Termite & Pest	200 Tolman Dr	404-0535-535.3400	30.00
	12/04/2023	Sun Country Termite & Pest	300 Tolman St	001-0541-541.3400	40.00
	12/05/2023	Sun Country Termite & Pest	J B King Park	001-0572-572.3400	40.00
	12/05/2023	Sun Country Termite & Pest	Municipal Park	001-0572-572.3400	40.00
	12/05/2023	Sun Country Termite & Pest	Johnson Park	001-0572-572.3400	75.00
	12/05/2023	Sun Country Termite & Pest	Jackson Park	001-0572-572.3400	30.00
	12/05/2023	Sun Country Termite & Pest	Versie Lee	001-0572-572.3400	30.00
	12/05/2023	Sun Country Termite & Pest	Carver Fields	001-0572-572.3400	75.00
	12/05/2023	Sun Country Termite & Pest	Heritage Park	001-0572-572.3400	25.00
	02/02/2024	Sun Country Termite & Pest	•	001-0519-519.3401	25.00
	02/02/2024	Sun Country Termite & Pest	•	001-0519-519.3401	50.00
	02/02/2024	Sun Country Termite & Pest		001-0519-519.3401	25.00
	02/02/2024	Sun Country Termite & Pest		401-0533-533.3401	12.50
	02/02/2024	Sun Country Termite & Pest	•	404-0535-535.3400	12.50
	02/02/2024	Sun Country Termite & Pest		001-0519-519.3401	25.00
	02/02/2024	Sun Country Termite & Pest	•	401-0533-533.3401	30.00
	02/02/2024	Sun Country Termite & Pest	•	001-0572-572.3400	37.00
	02/02/2024	Sun Country Termite & Pest	•	404-0535-535.3400	30.00
	02/02/2024	Sun Country Termite & Pest		001-0541-541.3400	40.00
	02/05/2024	Sun Country Termite & Pest		001-0572-572.3400	40.00
	02/05/2024	Sun Country Termite & Pest		001-0572-572.3400	40.00
	02/05/2024	Sun Country Termite & Pest	•	001-0572-572.3400	75.00
	02/05/2024	Sun Country Termite & Pest		001-0572-572.3400	30.00
	02/05/2024	Sun Country Termite & Pest		001-0572-572.3400	30.00
	02/05/2024	Sun Country Termite & Pest		001-0572-572.3400	75.00
	02/05/2024	Sun Country Termite & Pest		001-0572-572.3400	25.00
	02/03/2024	Suit Country Terrifice & Fest	-	y Termite & Pest Control Total:	1,806.00
Vendor: Sunshine State One	Call of Florida Inc		vendor sun countr	y remitte & rest control rotal.	1,000.00
vendor. Sunsimie State One	10/01/2023	Sunshine State One Call of Fl	Mthly Billing Assessment FY2	401-0533-533 3401	43.48
	10/01/2023		Mthly Billing Assessment FY2		43.47
	10/01/2023		Mthly Billing Assessment FY2		43.48
	10/01/2023		Mthly Billing Assessment FY2		43.47
	10/01/2023	Suitstance State One Can of Than	·	e One Call of Florida, Inc Total:	173.90
Vendor: Terry Taylor Ford Co	ompany		. chaor sanshine stat		1,5.50
	02/16/2024	Terry Taylor Ford Company	Oil Filter & Gasket, Coil & Plu	001-0521-521.4620	1,054.19
	02/09/2024	Terry Taylor Ford Company	Oil Change Vehicle 1903	001-0521-521.5220	50.00
	02/03/2021	reny rayion rota company	-	rry Taylor Ford Company Total:	1,104.19
Vendor: Tyler Business Form	s			•	
vendor. Tyler business roini	02/14/2024	Tyler Business Forms	Blank Bottom Check 2000	001-0513-513.5100	426.24
	02/14/2024	Tyler business rorms		dor Tyler Business Forms Total:	426.24
Vandari II Nama It			Veni	doi Tylei Busilless Folliis Total.	420.24
Vendor: U Name It	02/26/2024	U Name It	Diactic Sign Dock Namonlata	001-0524-524 4700	28.00
			Plastic Sign, Desk Nameplate	001-0524-524.4700	
	02/26/2024	U Name It	Plastic Sign & Name plate	001-0511-511.4700	14.00
Vandari IISA Samissa af Ele	ida Inc			Vendor U Name It Total:	42.00
Vendor: USA Services of Flor		LICA Convices of Florida Inc	Stroot Swooning Fal-	001 0539 539 4600	1 200 00
	02/22/2024	USA Services of Florida Inc	Street Sweeping Feb	001-0538-538.4600	1,300.00
			vendor U	SA Services of Florida Inc Total:	1,300.00
Vendor: USAble Life	02/22/2021	LICALL: L'C	HCARLETT AA 1 200	004 240 4000	22
	02/22/2024	USAble Life	USABLE Life March 2024	001-2184000	334.60
				Vendor USAble Life Total:	334.60

3/4/2024 10:31:02 AM Page 4 of 7

Expense Approval Register			Pa	acket: APPKT08364 - 03.11.24 Warra	ant - Payment
(None)	Post Date	Vendor Name	Description (Item)	Account Number	Amount
Vendor: Ver-E-Safe Solutions	s, LLC				
	12/28/2023	Ver-E-Safe Solutions, LLC	N95 masks for field crews an	401-0533-533.5205	49.88
	12/28/2023	Ver-E-Safe Solutions, LLC	N95 masks for field crews an	404-0535-535.5200	49.87
	02/19/2024	Ver-E-Safe Solutions, LLC	PPE Disposable Gloves	401-0533-533.5205	254.25
	02/19/2024	Ver-E-Safe Solutions, LLC	PPE Disposable Gloves	404-0535-535.5200	254.25
			Vendor	Ver-E-Safe Solutions, LLC Total:	608.25
Vendor: Verizon Wireless					
	02/22/2024	Verizon Wireless	Service Period 1.14.24 - 2.13	. 001-0512-512.4100	80.80
	02/22/2024	Verizon Wireless	Service Period 1.14.24 - 2.13	. 001-0513-513.4100	40.67
	02/22/2024	Verizon Wireless	Service Period 1.14.24 - 2.13	. 001-0516-516.4100	45.40
	02/22/2024	Verizon Wireless	Service Period 1.14.24 - 2.13	. 001-0521-521.4100	2,009.77
	02/22/2024	Verizon Wireless	Service Period 1.14.24 - 2.13	. 001-0524-524.4100	105.04
	02/22/2024	Verizon Wireless	Service Period 1.14.24 - 2.13	. 001-0541-541.4100	122.15
	02/22/2024	Verizon Wireless	Service Period 1.14.24 - 2.13	. 001-0549-549.4100	152.94
	02/22/2024	Verizon Wireless	Service Period 1.14.24 - 2.13	. 001-0572-572.4100	193.86
	02/22/2024	Verizon Wireless	Service Period 1.14.24 - 2.13	. 118-0524-524.4100	161.60
	02/22/2024	Verizon Wireless	Service Period 1.14.24 - 2.13	. 401-0533-533.4100	460.72
	02/22/2024	Verizon Wireless	Service Period 1.14.24 - 2.13	. 402-0534-534.4100	193.34
	02/22/2024	Verizon Wireless	Service Period 1.14.24 - 2.13	. 404-0535-535.4100	403.21
				Vendor Verizon Wireless Total:	3,969.50
Vendor: Vision Service Plan					
	02/18/2024	Vision Service Plan	VSP March 2024	001-2184000	1,300.91
			V	endor Vision Service Plan Total:	1,300.91
Vendor: Volusia and Flagler I	Police Chiefs' Association				
5	02/12/2024	Volusia and Flagler Police Chi	2024 Chief Brannon	001-0521-521.5400	150.00
	02/12/2024	Volusia and Flagler Police Chi	2024 Dues Det. Sgt. Groth	001-0521-521.5400	25.00
		-	Vendor Volusia and Flagler Po	olice Chiefs' Association Total:	175.00
Vendor: W.W. Grainger, Inc.					
	02/08/2024	W.W. Grainger, Inc.	Need Pump to reuse water	404-0535-535.4640	1,308.38
		-	Ve	ndor W.W. Grainger, Inc. Total:	1,308.38
				Grand Total:	101,405.77

3/4/2024 10:31:02 AM Page 5 of 7

Fund Summary

Fund		Expense Amount
001 - GENERAL FUND		80,232.70
118 - BUILDING DEPT FUND		1,456.60
401 - WATER		1,540.31
402 - SOLID WASTE		8,068.69
404 - SEWER		9,997.59
502 - MUNICIPAL COMPLEX BUILDING		109.88
	Grand Total:	101 405 77

Account Summary

Account Summary			
Account Number	Account Name	Expense Amount	
001-0511-511.4700	Printing / Binding Expen	14.00	
001-0512-512.4100	Communications Expense	80.80	
001-0512-512.4800	Advertising	471.50	
001-0513-513.3400	Other Contract Services	77.00	
001-0513-513.4100	Communications Expense	40.67	
001-0513-513.5100	Office Supplies Expense	433.72	
001-0515-515.4900	Other Current Charges	1,008.00	
001-0516-516.4100	Communications Expense	45.40	
001-0519-519.3401	Other Contractual Servic	375.00	
001-0519-519.4400	Rental/Lease	2,188.66	
001-0521-521.4100	Communications Expense	2,134.75	
001-0521-521.4400	Rental / Lease Expense	108.35	
001-0521-521.4620	Repair / Maint - Vehicles	1,054.19	
001-0521-521.4900	Other Current Chgs & Ob	193.00	
001-0521-521.5100	Office Supplies Expenses	88.21	
001-0521-521.5200	Operating Supplies	744.93	
001-0521-521.5210	Fuel	4,241.04	
001-0521-521.5220	Uniforms Exp	97.48	
001-0521-521.5400	Memberships, Publicati	175.00	
001-0524-524.3102	Legal Services	437.50	
001-0524-524.4100	Communications Expense	105.04	
001-0524-524.4700	Printing / Binding Expen	28.00	
001-0524-524.4800	Advertising / Promo Exp	552.40	
001-0538-538.4600	Repairs/Maint Services	1,300.00	
001-0541-541.3400	Other Contract Services	120.00	
001-0541-541.4100	Communications Expense	122.15	
001-0541-541.4620	Repair / Maint - Vehicles	30.28	
001-0541-541.4640	Equipment Repair & Mai	534.69	
001-0541-541.4900	Other Current Chgs & Ob	25.00	
001-0541-541.5200	Operating Supplies	160.97	
001-0541-541.5300	Road Repair Local Option	3,025.00	
001-0549-549.4100	Communications	152.94	
001-0572-572.3400	Other Contract Services	1,056.00	
001-0572-572.4100	Communications Expense	298.85	
001-0572-572.4640	Repair/Maint - Equipme	128.81	
001-0572-572.5200	Operating Supplies	1,180.70	
001-2184000	Med/Health Employee Li	53,733.27	
001-2184500	Retiree Medical	1,773.78	
001-2185000	125 Plans Employee Pay	1,895.62	
118-0524-524.3401	Bldg/Fire Inspection Exp	1,295.00	
118-0524-524.4100	Communications Expense	161.60	
401-0533-533.3401	Other Contract Services	214.46	
401-0533-533.4100	Communications Expense	460.72	
401-0533-533.4900	Other Current Chgs & Ob	73.00	
401-0533-533.5205	Operating Supplies Exp	792.13	
402-0534-534.3400	Other Contract Services	4,194.15	
402-0534-534.4100	Communications - Solid	193.34	
402-0534-534.4620	Repair/Maint Vehicles	3,023.98	
402-0534-534.4640	Repair & Maint - Equipm	65.00	

3/4/2024 10:31:02 AM Page 6 of 7

Account Summary

Account Number	Account Name	Expense Amount
402-0534-534.5200	Operating Supplies	592.22
404-0535-535.3400	Other Contractual Servic	3,364.44
404-0535-535.4100	Communications	403.21
404-0535-535.4640	Repairs & Maint Equi	1,356.17
404-0535-535.4900	Other Current Charges &	73.00
404-0535-535.5200	Operating Supplies	4,800.77
502-0519-519.3400	Other Contract Services	109.88
	Grand Total:	101,405.77

Project Account Summary

 Project Account Key
 Expense Amount

 None
 101,405.77

 Grand Total:
 101,405.77

3/4/2024 10:31:02 AM Page 7 of 7



City of Bunnell, Florida

ATTACHMENTS:

Description Type
Proposed Minutes Minutes

CATHERINE D. ROBINSON MAYOR

JOHN ROGERS
VICE-MAYOR

DR. ALVIN B. JACKSON, JR CITY MANAGER



COMMISSIONERS:
TONYA GORDON
TINA-MARIE SCHULTZ

PETE YOUNG

BUNNELL CITY COMMISSION MEETING

Monday, February 26, 2024 7:00 PM

1769 East Moody Boulevard (GSB) Chambers Room Bunnell, Fl 32110

A. Call Meeting to Order and Pledge Allegiance to the Flag

Mayor Robinson called the meeting to order at 7:00 PM and led the Pledge to the Flag.

Roll Call: Mayor Catherine Robinson; Vice Mayor John Rogers; Commissioner Tonya Gordon; Commissioner Tina-Marie Schultz; Commissioner Pete Young; City Attorney Paul Waters; City Manager Alvin B. Jackson, Jr; Community Development Director Joe Parsons; Finance Director Kristi Moss; Infrastructure Director Dustin Vost; City Clerk Kristen Bates; Deputy City Clerk Bridgitte Gunnells

Invocation for Our Military Troops and National Leaders:

Daisy Henry led the invocation.

B. Introductions, Commendations, Proclamations, and Presentations:

B.1. Presentation: Officer of the 4th Quarter 2023

Chief Brannon introduced the item and Sergeant Groth read a statement regarding the nominee Detective Traylor.

- C. Consent Agenda:
 - C.1. Approval of Warrant
 - a. February 26, 2024 Warrant
 - C.2. Approval of Minutes
 - a. February 12, 2024 City Commission Meeting Minutes
 - C.3. Approval of Business Incentive Development Agreement for Project Calder
 - C.4. Acceptance of the transfer of Ownership of the Flagler County Ditch Easement Deed necessary for the Hymon Circle Project from the Flagler County Board of County Commissioners to the City of Bunnell.
 - C.5. Request Approval to Renew the Connect Consulting, Inc. Mutual Consent Agreement #2022-04.

Motion: Approve the Consent Agenda.

Motion by: Commissioner Schultz
Second by: Vice Mayor Rogers

Board Discussion: None **Public Discussion:** None

Vote: Motion carried unanimously

D. Public Comments:

Comments regarding items not on the agenda. Citizens are encouraged to speak; however, comments are limited to four (4) minutes.

Daisy Henry (E Drain Street) stated she attended the Housing Authority meeting and expressed her concerns about a portion of MKL Ave being closed. She asked the Police Department to try to address the spinning out of tires on streets in South Bunnell.

E. Ordinances: (Legislative):

E.1. Ordinance 2024-03 Requesting to change the Future Land Use Map in the Comprehensive Plan for 2.88+/- acres of land, owned by the City of Bunnell, located at 2400 Commerce Pkwy from "Commercial-Medium (COM-M)" to "Public (PUB)" Future Land Use designation. – Second Reading

Attorney Waters read the short title into the record.

Motion: Adopt Ordinance 2024-03 Requesting to change the Future Land Use Map in the Comprehensive Plan for 2.88+/- acres of land, owned by the City of Bunnell, located at 2400 Commerce Pkwy from "Commercial-Medium (COM-M)" to "Public (PUB)" Future Land Use designation. — Second Reading

Motion by: Vice Mayor Rogers **Second by:** Commissioner Schultz

Board Discussion: None **Public Discussion:** None

Vote: Motion carried unanimously.

E.2. Ordinance 2024-04 Request to change the Official Zoning Map for 2.88 +/- acres of land, owned by the City of Bunnell, located at 2400 Commerce Pkwy, from the "B-1, Business District" to the "P, Public District." - Second Reading

Attorney Waters read the short title into the record.

Motion: Adopt Ordinance 2024-04 Request to change the Official Zoning Map for 2.88 +/-acres of land, owned by the City of Bunnell, located at 2400 Commerce Pkwy, from the "B-1, Business District" to the "P, Public District." - Second Reading

Motion by: Commissioner Gordon **Second by:** Commissioner Schultz

Board Discussion: None **Public Discussion:** None

Vote: Motion carried unanimously.

E.3. Ordinance 2024-05 Amending the Capital Improvements Plan – Second Reading

Attorney Waters read the short title into record.

Motion: Adopt Ordinance 2024-05 Amending the Capital Improvements Plan - Second

Reading

Motion by: Commissioner Schultz Second by: Vice Mayor Rogers Board Discussion: None Public Discussion: None

Vote: Motion carried unanimously

F. Resolutions: (Legislative):

F.1. Resolution 2024-03 Request Approval of Loan and Financing for the Bunnell Administration and Police Department Complex

Attorney Waters read the short title into the record. Finance Director Moss explained how the loan was secured and reported this is a bank qualified tax-exempt loan with a favorable rate of 5.9%.

Motion: Approve the Loan and Financing for the Bunnell Administration and Police

Department Complex

Motion by: Vice Mayor Rogers **Second by:** Commissioner Schultz

Board Discussion: Mayor Robinson asked about refinancing. Finaance Director Moss explained there is a penalty but the value to refinance versus the penalty costs would be evaluated so the City can proceed in the most financially sound way possible. Vice Mayor thanked the Finance Department and especially Director Moss for all their hard work. He also addressed the budling of services with the City's financial institution is helping the City in many other ways.

Public Discussion: None

Vote: Motion carried unanimously.

G. Old Business: None

H. New Business:

H.1 Request Approval of Administrative Order 2024-01 for the Family Estates Rural Subdivision.

Motion: Approve Administrative Order 2024-01 for the Family Estates Rural Subdivision.

Motion by: Commissioner Gordon **Second by:** Commissioner Schultz

Board Discussion: None **Public Discussion:** None

Vote: Motion carried unanimously

H.2. Request Approval of Carver Center ILA

Chief Brannon presented the item to the Board. The County and School Board have approved this agreement already. The agreement addresses the duties and responsibilities of each government agency that is a party to the interlocal agreement. The facility is County owned and maintained. The City's role in this is the annual legislative contribution only; the City has no say in the operation of the facility.

Motion: Approve the Carver Center Interlocal Agreement (ILA)

Motion by: Vice Mayor Rogers **Second by:** Commissioner Schultz

Board Discussion: Vice Mayor Rogers thanked Chief Brannon for representing the City on the Board and spoke to the time that has gone into drafting this agreement. He stated the City does not get a say in how the Carver Gym is operated because it is owned and maintained by the County. Mayor Robinson stated the Carver Gym is for the children in the County to use and grow up in and hopefully this expansion of programs will benefit many more children. **Public Discussion:** Daisy Henry stated she serves on the Carver Advisory Board who has not seen or accepted this agreement yet. She is concerned PAL would be operating here under the Flagler County Sheriff Office. She feels PAL is being forced on the community and that the children who live around the gym will not have as many options for programs with the School Board and PAL operating in the same facility.

Vote: Motion carried unanimously

I. Reports

 City Clerk – advised the City lost a member of our family this week; Parks and Recreation Crew Leader Rob Myjak passed away late Sunday night. When arrangements are made by the family, the City will share them for those wishing to attend. The groundbreaking planning for both the Administration Complex and Flagler Central Commerce Parkway are in progress and invitations to the event should be sent out next week.

- **Police Chief** Advised the Police Department will be conducting a traffic study on the area of SR 100 West where a fatal traffic accident happened over the weekend. The Police Department is participating in Spring Break Bash on March 23rd.
- City Attorney- None

J. Call for Adjournment.

- City Manager- He asked the City Commissioners to help with spreading the word on sponsorship opportunities for the Italian Festival. He discussed the Spring Break Bash being held at J.B. King Park March 23rd from 10 AM to 6 PM; this event is sponsored by the radio station and the City. He encouraged people to read the City Managers report. He announced Vice Mayor Rogers had been voted Coach of the Year and congratulated him on the honor. Mayor Robinson also recognized the City Manager for being inducted into the Lake County Schools Alumni Hall of Fame.
- Mayor and City Commissioners
 - o Commissioner Young None
 - o **Commissioner Gordon-** Thanked Kristi, City staff and the Police Department for the work they do. The purchaser of the old Moody House has been working on the property and complemented his interactions with City staff.
 - o Commissioner Schultz Thanked staff for their work on the Italian Festival; they meet every other week. She encouraged the members of the Commission to take sponsorship packets for the Italian Festival and to help get sponsorships wherever they might be doing business. She also reported on her meetings for the Family Life Center.
 - Vice Mayor Rogers Congratulated the City Manager on his honor with being inducted into the Lake County Schools Hall of Fame. There is a TPO meeting this week that he will attend.
 - Mayor Robinson spoke to a grand opening event for Poppy's Market; she hopes people will turn out for this new local business.

Motion: Adjourn Motion by: Vice Mayor Rogers Seconded by: Commissioner Schiltz Vote: Motion carried unanimously.	
Catherine D. Robinson, Mayor	Kristen Bates, CMC, City Clerk
Date	Date

The City adopts summary minutes. Audio files in official City records are retained according to the Florida Department of State GS1-SL records retention schedule



City of Bunnell, Florida

Agenda Item No. F.1.

Document Date: 2/13/2024 Amount:

Department: City Clerk Account #:

Subject: Resolution 2024-02 Approving the Statewide Mutual Aid Agreement (SMAA)

with the State of Florida.

Agenda Section: Resolutions: (Legislative):

Goal/Priority: Financial Stability/Sustainability, Organizational Excellence

ATTACHMENTS:

Description

Proposed Resolution Resolution 2023 Statewide Mutual Aid Agreement Contract

Summary/Highlights:

This is a request to enter into a Statewide Mutual Aid Agreement with the State of Florida and to authorize the City Manager to execute amendments to the agreement, as needed, in the future.

Background:

The Statewide Mutual Aid Agreement (SMAA) allows for the provision of support, in an emergency or disaster, from one community (local government, district, etc.) to another within the State of Florida, to include support to and from the State itself.

The SMAA provides a process that allows communities providing Mutual Aid to claim reimbursement of incurred expenses from the community requesting Mutual Aid consistent with the Federal Emergency Management Agency (FEMA) and/or State of Florida reimbursement guidelines even without a Federal Disaster Declaration.

The State of Florida, its Counties, and all but a few local governments are participants in SMAA. Also, other political subdivisions of the state such as School Districts, Water Management Districts, etc. are frequently participants as well.

The SMAA that is currently in place was executed in 2018 and was updated by the State of Florida in 2023 to update and clarify a variety of provisions.

The Emergency Management Act, Chapter 252, Fla. Statutes, provides each local government the authority to develop and enter into a mutual aid agreement with the State of Florida for reciprocal

emergency aid and assistance in case of emergencies. The assistance is provided when emergencies are too extensive to be dealt with unassisted and to ensure the timely reimbursement of costs incurred by the local governments which render such assistance.

Staff Recommendation:

Adopt Resolution 2024-02 Approval of the Statewide Mutual Aid Agreements (SMAA) with the State of Florida.

City Attorney Review:

Approved

Finance Department Review/Recommendation:

City Manager Review/Recommendation:

Approved.

RESOLUTION 2024-02

A RESOLUTION OF THE BUNNELL CITY COMMISSION OF BUNNELL, FLORIDA AUTHORIZING THE CITY MANAGER OR THEIR DESIGNEE, TO EXECUTE STATEWIDE MUTUAL AID AGREEMENTS AND RELATED DOCUMENTS.

WHEREAS, the State of Florida Emergency Management Act, Chapter 252, Florida Statutes, authorizes the State and its political subdivisions to provide emergency aid and assistance in the event of a disaster or emergency; and

WHEREAS, the statutes also authorize the State to coordinate the provision of any equipment, services, or facilities owned or organized by the State or its political subdivisions for use in the affected area upon request of the duly constituted authority of the area; and

WHEREAS, this Resolution authorizes the request, provision, and receipt of interjurisdictional mutual assistance in accordance with the Emergency Management Act, Chapter 252, Florida Statutes, among political subdivisions within the State.

NOW, THEREFORE, be it resolved by the Bunnell City Commission of Bunnell, Florida that:

- 1. The City Manager, or their designee, is authorized to execute and adopt the Statewide Mutual Aid Agreement; approved as to form by the City Attorney, as well as any subsequent versions, modifications, and related documentation and attestations.
- 2. This Resolution shall become effective upon adoption.

DULY PASSED AND ADOPTED by the City Commission of the City of Bunnell, Florida, at a regular meeting on this 11th day of March 2024.

	City of Bunnell, Florida
	Catherine D. Robinson, Mayor
	Approved as to Form:
	Vose Law Firm, City Attorney
	Attest:
	Kristen Bates, City Clerk
Seal:	

Resolution 2024-02 City of Bunnell





Ron DeSantis, Governor

Kevin Guthrie, Executive Director

STATEWIDE MUTUAL AID AGREEMENT - 2023

This Agreement is an acknowledgment of receipt by the Florida Division of Emergency Management ("the Division") and the local government ("Participating Party") signing this Agreement. Execution of this agreement replaces all previous iterations and is active until a new agreement is drafted and requested by The Division.

This Agreement is based on the existence of the following conditions:

- A. The State of Florida is vulnerable to a wide range of emergencies and disasters that are likely to cause the disruption of essential services and the destruction of the infrastructure needed to deliver those services.
- B. Such emergencies and disasters often exceed the emergency response and recovery capabilities of any one county or local government.
- C. Such incidents may also give rise to unusual and unanticipated physical and technical needs which a local government cannot meet with existing resources, but that other local governments within the State of Florida may be able to provide.
- D. The Emergency Management Act, chapter 252, *Florida Statutes*, provides each local government of the state the authority to develop and enter into mutual aid agreements within the state for reciprocal emergency aid in case of emergencies too extensive to be dealt with unassisted, and through such agreements ensure the timely reimbursement of costs incurred by the local governments which render such assistance.
- E. Pursuant to chapter 252.32, *Florida Statutes*, the Division renders mutual aid among the political subdivisions of the state to carry out emergency management functions and responsibilities.
- F. Pursuant to chapter 252, *Florida Statutes*, the Division has the authority to coordinate and direct emergency management assistance between local governments and concentrate available resources where needed.

Based on the existence of the foregoing conditions, the Parties agree to the following articles:

ARTICLE I: DEFINITIONS

As used in this Agreement, the following expressions shall have the following meanings:

A. The "Agreement" is this Agreement, which shall be referred to as the Statewide Mutual Aid Agreement ("SMAA").





Ron DeSantis, Governor

Kevin Guthrie, Executive Director

- B. The "Division" is the Florida Division of Emergency Management.
- C. A "Requesting Party" to this Agreement is a Participating Party who requests assistance under this agreement.
- D. An "Assisting Party" to this Agreement is a Participating Party who provides assistance to a Requesting Party under this agreement.
- E. The "Period of Assistance" is the time during which an Assisting Party renders assistance to a Requesting Party under this agreement and includes the time necessary for the resources and personnel of the Assisting Party to travel to the place specified by the Requesting Party and the time necessary to return to their place of origin.
- F. A "Mission" is a documented emergency response activity performed during a Period of Assistance, usually in reference to one operational function or activity.
- G. A "local government" is any educational district, special district, or any entity that is a "local governmental entity" within the meaning of section 11.45(1)(g), *Florida Statutes*.
- H. An "educational district" is any school district within the meaning of section 1001.30, *Florida Statutes*, and any Florida College System Institution or State University within the meaning of section 1000.21, *Florida Statutes*.
- I. A "special district" is any local or regional governmental entity which is an independent special district within the meaning of section 189.012(3), *Florida Statutes*, established by local, special, or general act, or by rule, ordinance, resolution, or interlocal agreement.
- J. A "tribal council" is the respective governing bodies of the Seminole Tribe of Florida and Miccosukee Tribe of Indians recognized as special improvement district by section 285.18(1), *Florida Statutes*.
- K. An "interlocal agreement" is any agreement between local governments within the meaning of section 163.01(3)(a), *Florida Statutes*.
- L. A "Resource Support Agreement" as used in this Agreement refers to a supplemental agreement of support between a Requesting Party and an Assisting Party.
- M. "Proof of work" as used in this Agreement refers to original and authentic documentation of a single individual or group of individuals' emergency response activity at a tactical level.





Ron DeSantis, Governor

Kevin Guthrie, Executive Director

- N. "Proof of payment" as used in this Agreement refers to original and authentic documentation of an emergency response expenditure made by an Assisting Party.
- O. A "Reimbursement Package" as used in this Agreement refers to a full account of mission response documentation supported by proof of work and proof of payment.
- P. Any expressions not assigned definitions elsewhere in this Agreement shall have the definitions assigned them by the Emergency Management Act, Chapter 252, *Florida Statutes*.

ARTICLE II: APPLICABILITY OF THE AGREEMENT

Any Participating Party, including the Division, may request assistance under this Agreement for a "major disaster" or "catastrophic disaster" as defined in section 252.34, *Florida Statutes*, minor disasters, and other such emergencies as lawfully determined by a Participating Party.

ARTICLE III: INVOCATION OF THE AGREEMENT

In the event of an emergency or anticipated emergency, a Participating Party may request assistance under this Agreement from any other Participating Party or the Division if, in the judgement of the Requesting Party, its own resources are inadequate to meet the needs of the emergency or disaster.

- A. Any request for assistance under this Agreement may be oral, but within five (5) calendar days must be confirmed in writing by the Requesting Party. All requests for assistance under this Agreement shall be transmitted by the Requesting Party to another Participating Party or the Division. If the Requesting Party transmits its request for Assistance directly to a Participating Party other than the Division, the Requesting Party and Assisting Party shall keep the Division advised of their activities.
- B. The Division shall relay any requests for assistance under this Agreement to such other Participating Parties as it may deem appropriate and coordinate the activities of the Assisting Parties to ensure timely assistance to the Requesting Party. All such activities shall be carried out in accordance with the State's Comprehensive Emergency Management Plan.

ARTICLE IV: RESPONSIBILITIES OF REQUESTING PARTIES

To the extent practicable, all Requesting Parties shall provide the following information to their respective county emergency management agency, the Division, and the intended Assisting Party or Parties. In providing such information, Requesting Parties should utilize Section I of the





Ron DeSantis, Governor

Kevin Guthrie, Executive Director

Resource Support Agreement (RSA) Form, available via the <u>Division approved documents</u> SharePoint site¹.

- A. A description of the Mission to be performed by the Assisting Party;
- B. A description of the resources and capabilities needed to complete the Mission successfully;
- C. The location, date, and time personnel and resources from the Assisting Party should arrive at the incident site, staging area, facility, or other location designated by the Requesting Party;
- D. A description of the health, safety, and working conditions expected for deploying personnel;
- E. Lodging and meal availability;
- F. Any logistical requirements;
- G. A description of any location or facility outside the territorial jurisdiction of the Requesting Party needed to stage incoming resources and personnel;
- H. The location date, and time for personnel of the Requesting Party to meet and receive the personnel and equipment of the Assisting Party; and
- I. A technical description of any communications equipment needed to ensure effective information sharing between the Requesting Party, any Assisting Parties, and all relevant responding entities.

ARTICLE V: RESPONSIBILITIES OF ASSISTING PARTIES

Each Party shall render assistance under this Agreement to any Requesting Party to the extent practicable that its personnel, equipment, resources, and capabilities can render assistance. If upon receiving a request for assistance under this Agreement a Party determines that it has the capacity to render some or all of such assistance, it shall provide the following information without delay to the Requesting Party, the Division, and the Assisting Party's County emergency management agency. In providing such information, the Assisting Party should utilize the Section II of the Resource Support Agreement (RSA) Form, available via the <u>Division approved documents SharePoint site</u>.

Telephone: 850-815-4000 www.FloridaDisaster.org

¹ FDEM approved documents such as activity logs and mutual aid forms can be found at: https://portal.floridadisaster.org/projects/FROC/FROC_Documents/Forms/AllItems.aspx?View=%7B6F3CF7BD%2DC0A4%2D4BE2%2DB809%2DC8009D7D068 6%7D





Ron DeSantis, Governor

Kevin Guthrie, Executive Director

- A. A description of the personnel, equipment, supplies, services and capabilities it has available, together with a description of the qualifications of any skilled personnel;
- B. An estimate of the time such personnel, equipment, supplies, and services will continue to be available;
- C. An estimate of the time it will take to deliver such personnel, equipment, supplies, and services to the location(s) specified by the Requesting Party;
- D. A technical description of any communications and telecommunications equipment available for timely communications with the Requesting Party and other Assisting Parties:
- E. The names and contact information of all personnel whom the Assisting Party has designated as team leaders or supervisors; and
- F. An estimated cost for the provision of assistance.

ARTICLE VI: RENDITION OF ASSISTANCE

The Requesting Party shall afford the emergency response personnel of all Assisting Parties, while operating within the jurisdictional boundaries of the Requesting Party, the same powers, duties, rights, and privileges, except that of arrest unless specifically authorized by the Requesting Party, as are afforded the equivalent emergency response personnel of the Requesting Party. Emergency response personnel of the Assisting Party will remain under the command and control of the Assisting Party, but during the Period of Assistance, the resources and responding personnel of the Assisting Party will perform response activities under the operational and tactical control of the Requesting Party.

A. Unless otherwise agreed upon between the Requesting and Assisting Party, the Requesting Party shall be responsible for providing food, water, and shelter to the personnel of the Assisting Party. For Missions performed in areas where there are insufficient resources to support responding personnel and equipment throughout the Period of Assistance, the Assisting Party shall, to the fullest extent practicable, provide their emergency response personnel with the equipment, fuel, supplies, and technical resources necessary to make them self-sufficient throughout the Period of Assistance. When requesting assistance, the Requesting Party may specify that Assisting Parties send only self-sufficient personnel and resources but must specify the length of time self-sufficiency should be maintained.





Ron DeSantis, Governor

Kevin Guthrie, Executive Director

- B. Unless the Requesting Party has specified the contrary, it shall, to the fullest extent practicable, coordinate all communications between its personnel and the responding personnel of the Assisting Parties, and shall determine and share the frequencies and other technical specifications of all communications equipment to be used, as appropriate, with the deployed personnel of the Assisting Parties.
- C. Personnel of the Assisting Party who render assistance under this Agreement shall receive the usual wages, salaries, and other compensation as are normally afforded to personnel for emergency response activities within their home jurisdiction, and shall have all the immunities, rights, interests, and privileges applicable to their normal employment. If personnel of the Assisting Party hold local licenses or certifications limited to the jurisdiction of issue, then the Requesting Party shall recognize and honor those licenses or certifications for the duration of the Period of Assistance.

ARTICLE VII: REIMBURSEMENT

After the Period of Assistance has ended, the Assisting Party shall have 45 days to develop a full reimbursement package for services rendered and resources supplied during the Period of Assistance. All expenses claimed to the Requesting Party must have been incurred in direct response to the emergency as requested by the Requesting Party and must be supported by proof of work and proof of payment.

To guide the proper documentation and accountability of expenses, the Assisting Party should utilize the Claim Summary Form, available via the <u>Division approved documents SharePoint site</u> as a guide and summary of expense to collect information to then be formally submitted for review by the Requesting Party.

To receive reimbursement for assistance provided under this agreement, the Assisting Party shall provide, at a minimum, the following supporting documentation to the Requesting Party unless otherwise agreed upon between the Requesting and Assisting Parties:

- A. A complete and authentic description of expenses incurred by the Assisting Party during the Period of Assistance;
- B. Copy of a current and valid Internal Revenue Service W-9 Form;
- C. Copies of all relevant payment and travel policies in effect during the Period of Assistance;
- D. Daily personnel activity logs demonstrating emergency response activities performed for all time claimed (for FDEM reimbursement Division approved activity logs will be required for personnel activity claims);





Ron DeSantis, Governor

Kevin Guthrie, Executive Director

- E. Official payroll and travel reimbursement records for all claimed personnel expenses;
- F. Neat and comprehensive fringe benefit calculations for each position class or category of claimed personnel;
- G. Written justification for all additional expenses/purchases incurred during the Period of Assistance;
- H. Proof of payment for additional/miscellaneous expenses incurred during the Period of Assistance
- I. Equipment activity logs demonstrating equipment use and operation in support of emergency response activities for all time claimed (for FDEM reimbursement Division approved forms will be required for equipment activity claims);
- J. Proof of reimbursement to all employees who incurred emergency response expenses with personal money;
- K. Justification for equipment repair expenses; and
- L. Copies of any applicable supporting agreements or contracts with justification.

If a dispute or disagreement regarding the eligibility of any expense arises, the Requesting Party, Assisting Party, or the Division may elect binding arbitration. If binding arbitration is elected, the Parties must select as an arbitrator any elected official of another Participating Party, or any other official of another Participating Party whose normal duties include emergency management, and the other Participating Party shall also select such an official as an arbitrator, and the arbitrators thus chosen shall select another such official as a third arbitrator.

The three (3) arbitrators shall convene by teleconference or videoconference within thirty (30) calendar days to consider any documents and any statements or arguments by the Division, the Requesting Party, or the Assisting Party concerning the protest, and shall render a decision in writing not later than ten (10) business days after the close of the hearing. The decision of a majority of the arbitrators shall bind the parties and shall be final.

If the Participating Parties do not elect binding arbitration, this agreement and any disputes arising thereunder shall be governed by the laws of the State of Florida and venue shall be in Leon County, Florida. Nothing in this Agreement shall be construed to create an employer-employee relationship or a partnership or joint venture between the participating parties. Furthermore, nothing contained herein shall constitute a waiver by either Party of its sovereign immunity or the provisions of section 768.28, Florida Statutes. Nothing herein shall be construed as consent by either Party to be sued by third parties.





Ron DeSantis, Governor

Kevin Guthrie, Executive Director

ARTICLE VIII: COST ELIGIBLE FOR REIMBURSEMENT

The costs incurred by the Assisting Party under this Agreement shall be reimbursed as needed to make the Assisting Party whole to the fullest extent practicable.

- A. Employees of the Assisting Party who render assistance under this Agreement shall be entitled to receive from the Assisting Party all their usual wages, salaries, and any and all other compensation for mobilization, hours worked, and demobilization. Such compensation shall include any and all contributions for insurance and retirement, and such employees shall continue to accumulate seniority at the usual rate. As between the employees and the Assisting Party, the employees shall have all the duties, responsibilities, immunities, rights, interests, and privileges incident to their usual employment. The Requesting Party shall reimburse the Assisting Party for these costs of employment.
- B. The costs of equipment supplied by the Assisting Party shall be reimbursed at the rental rate established in FEMA's Schedule of Equipment, or at any other rental rate agreed to by the Requesting Party. In order to be eligible for reimbursement, equipment must be in actual operation performing eligible work. The labor costs of the operator are not included in the rates and should be approved separately from equipment costs. The Assisting Party shall pay for fuels, other consumable supplies, and repairs to its equipment as needed to keep the equipment in a state of operational readiness. Rent for the equipment shall be deemed to include the cost of fuel and other consumable supplies, maintenance, service, repairs, and ordinary wear and tear. With the consent of the Assisting Party, the Requesting Party may provide fuels, consumable supplies, maintenance, and repair services for such equipment at the site. In that event, the Requesting Party may deduct the actual costs of such fuels, consumable supplies, maintenance, and services from the total costs otherwise payable to the Assisting Party. If the equipment is damaged while in use under this Agreement and the Assisting Party receives payment for such damage under any contract of insurance, the Requesting Party may deduct such payment from any item or items billed by the Assisting Party for any of the costs for such damage that may otherwise be payable.
- C. The Requesting Party shall pay the total costs for the use and consumption of any and all consumable supplies delivered by the Assisting Party for the Requesting Party under this Agreement. In the case of perishable supplies, consumption shall be deemed to include normal deterioration, spoilage, and damage notwithstanding the exercise of reasonable care in its storage and use. Supplies remaining unused shall be returned to the Assisting Party in usable condition upon the close of the Period of Assistance, and the Requesting Party may deduct the cost of such returned supplies from the total costs billed by the Assisting Party for such supplies. If the Assisting Party agrees, the Requesting Party may also replace any and all used consumable supplies with like





Ron DeSantis, Governor

Kevin Guthrie, Executive Director

supplies in usable condition and of like grade, quality and quantity within the time allowed for reimbursement under this Agreement.

D. The Assisting Party shall keep records to document all assistance rendered under this Agreement. Such records shall present information sufficient to meet the audit requirements specified in the regulations of FEMA and any applicable circulars issued by the State of Florida. Upon reasonable notice, the Assisting Party shall make its records available the Requesting Party for inspection or duplication between 8:00 a.m. and 5:00 p.m. on all weekdays, except for official holidays.

ARTICLE IX: INSURANCE

Each Participating Party shall determine for itself what insurance to procure, if any. With the exceptions in this Article, nothing in this Agreement shall be construed to require any Participating Party to procure insurance.

- A. Each Participating Party shall procure employers' insurance meeting the requirements of the Workers' Compensation Act, as amended, affording coverage for any of its employees who may be injured while performing any activities under the authority of this Agreement, and shall be provided to each Participating Party.
- B. Any Participating Party that elects additional insurance affording liability coverage for any activities that may be performed under the authority of this Agreement shall be provided to each Participating Party.
- C. Subject to the limits of such liability insurance as any Participating Party may elect to procure, nothing in this Agreement shall be construed to waive, in whole or in part, any immunity any Participating Party may have in any judicial or quasi-judicial proceeding.
- D. Each Participating Party which renders assistance under this Agreement shall be deemed to stand in the relation of an independent contractor to all other Participating Parties and shall not be deemed to be the agent of any other Participating Party.
- E. Nothing in this Agreement shall be construed to relieve any Participating Party of liability for its own conduct and that of its employees.
- F. Nothing in this Agreement shall be construed to obligate any Participating Party to indemnify any other Participating Party from liability to third parties.





Ron DeSantis, Governor

Kevin Guthrie, Executive Director

ARTICLE X: GENERAL REQUIREMENTS

Notwithstanding anything to the contrary elsewhere in this Agreement, all Participating Parties shall be subject to the following requirements in the performance of this Agreement:

- A. All Participating Parties shall allow public access to all documents, papers, letters, or other materials subject to the requirements of the Public Records Act, as amended, and made or received by any Participating Party in conjunction with this Agreement.
- B. No Participating Party may hire employees in violation of the employment restrictions in the Immigration and Nationality Act, as amended.
- C. No costs reimbursed under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Legislature of the State of Florida or any of its agencies.
- D. Any communication to the Division under this Agreement shall be sent via either email, the Division of Emergency Managements Enterprise System (DEMES), or mail to the Response Bureau, Florida Division of Emergency Management, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399-2100.
- E. Any communication to a Participating Party shall be sent to the official or officials specified by that Participating Party. For the purpose of this section, any such communication may be sent by the U.S. Mail, e-mail, or other electronic platforms.

ARTICLE XI: EFFECTS OF AGREEMENT

Upon its execution by a Participating Party, this Agreement shall have the following effect with respect to that Participating Party:

- A. The execution of this Agreement by any Participating Party which is a signatory to the Statewide Mutual Aid Agreement of 1994 shall terminate the rights, interests, duties, responsibilities, and obligations of that Participating Party under the Statewide Mutual Aid Agreement of 1994, but such termination shall not affect the liability of the Participating Party for the reimbursement of any costs due under the Statewide Mutual Aid Agreement of 1994, regardless of whether such costs are billed or unbilled.
- B. The execution of this Agreement by any Participating Party which is a signatory to the Public Works Mutual Aid Agreement shall terminate the rights, interests, duties, responsibilities and obligations of that Participating Party under the Public Works Mutual Aid Agreement, but such termination shall not affect the liability of the Participating Party for the reimbursement of any costs due under the Public Works Mutual Aid Agreement,





Ron DeSantis, Governor

Kevin Guthrie, Executive Director

regardless of whether such costs are billed or unbilled.

- C. Upon the activation of this Agreement by the Requesting Party, this Agreement shall supersede any other existing agreement between it and any Assisting Party to the extent that the former may be inconsistent with the latter.
- D. Upon its execution by any Participating Party, this Agreement will continue in effect for one (1) year from its date of execution by that Participating Party, and it shall automatically renew each year after its execution, unless within sixty (60) calendar days before the renewal date the Participating Party notifies the Division, in writing, of its intent to withdraw from the Agreement.
- E. The Division shall transmit any amendment to this Agreement by sending the amendment to all Participating Parties not later than five (5) business days after its execution by the Division. Such amendment shall take effect not later than sixty (60) calendar days after the date of its execution by the Division and shall then be binding on all Participating Parties. Notwithstanding the preceding sentence, any Participating Party who objects to the amendment may withdraw from the Agreement by notifying the Division in writing of its intent to do so within that time in accordance with section E of this Article.
- F. A Participating Party may rescind this Agreement at will after providing the other Participating Party a written SMAA withdrawal notice. Such notice shall be provided at least 30 days prior to the date of withdrawal. This 30-day withdrawal notice must be: written, signed by an appropriate authority, duly authorized on the official letterhead of the Participating Party, and must be sent via email, the Division of Emergency Managements Enterprise System (DEMES), or certified mail.

ARTICLE XII: INTERPRETATION AND APPLICATION OF AGREEMENT

The interpretation and application of this Agreement shall be governed by the following conditions:

- A. The obligations and conditions resting upon the Participating Parties under this Agreement are not independent, but dependent.
- B. Time shall be of the essence of this Agreement, and of the performance of all conditions, obligations, duties, responsibilities, and promises under it.
- C. This Agreement states all the conditions, obligations, duties, responsibilities, and promises of the Participating Parties with respect to the subject of this Agreement, and there are no conditions, obligations, duties, responsibilities, or promises other than those expressed in this Agreement.





Ron DeSantis, Governor

Kevin Guthrie, Executive Director

- D. If any sentence, clause, phrase, or other portion of this Agreement is ruled unenforceable or invalid, every other sentence, clause, phrase, or other portion of the Agreement shall remain in full force and effect, it being the intent of the Division and the other Participating Parties that every portion of the Agreement shall be severable from every other portion to the fullest extent practicable. The Division reserves the right, at its sole and absolute discretion, to change, modify, add, or remove portions of any sentence, clause, phrase, or other portion of this Agreement that conflicts with state law, regulation, or policy. If the change is minor, the Division will notify the Participating Party of the change and such changes will become effective immediately; therefore, please check these terms periodically for changes. If the change is substantive, the Participating Parties may be required to execute the Agreement with the adopted changes. Any continued or subsequent use of this Agreement following the posting of minor changes to this Agreement shall signify implied acceptance of such changes.
- E. The waiver of any obligation or condition in this Agreement by a Participating Party shall not be construed as a waiver of any other obligation or condition in this Agreement.

NOTE: This iteration of the State of Florida Statewide Mutual Aid Agreement will replace all previous versions.

The Division shall provide reimbursement to Assisting Parties in accordance with the terms and conditions set forth in this Article for missions performed at the direct request of the Division. Division reimbursement eligible expenses must be in direct response to the emergency as requested by the State of Florida. All required cost estimations and claims must be executed through the DEMES Mutual Aid Portal and assisting agencies must use all required <u>FDEM forms</u> for documentation and cost verification. If a Requesting Party has not forwarded a request through the Division, or if an Assisting Party has rendered assistance without being requested to do so by the Division, the Division shall not be liable for the costs of any such assistance.

FDEM reserves the right to deny individual reimbursement requests if deemed to not be in direct response to the incident for which asset was requested.

IN WITNESS WHEREOF, the Parties have duly executed this Agreement on the date specified below:





Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY A CITY

STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT	
By: Kevin Guthrie, Executive Director or lan Guidicelli, Authorized Designee	Date:
ATTEST: CITY CLERK	CITY OF Florida STATE OF FLORIDA
By:	By:
Title: City Clerk, CMC, CBTO	Title: Catherine D. Robinson, Mayor
	Date: 3/11/2024
	Approved as to Form:
	By:
	City Attorney Vose Law Firm



City of Bunnell, Florida

Agenda Item No. H.1.

Document Date: 2/22/2024 Amount: \$53,003.46

Department: Infrastructure Account #: 001-0541-541.6400 -

001-590-590.9900

Subject: Request Approval to Reallocate Contingency Funds for a Capital Equipment

Replacement Purchase and Approval of the Purchase

Agenda Section: New Business:

Goal/Priority: Infrastructure

ATTACHMENTS:

Description

John Deere Quote

DMS State Term Contract

Contract

Summary/Highlights:

The Infrastructure Department is requesting approval to transfer contingency funds in the amount of \$53,003.46 to capital equipment to purchase a replacement tractor for the Public Works department.

Background:

The Public Works department is in dire need of a new tractor and is requesting approval to purchase a new 2024 John Deere Tractor 5090E with a selling price of \$64,003.46 and trade in the current 2005 John Deere Tractor 5525 (equipment #718; VIN #154014) for an allowance of \$11,000, bringing the total purchase price to \$53,003.46.

The current tractor is in need of parts for hydraulic system failure, along with numerous other part failures which are unavailable due to the age of the equipment. If approved the new tractor will allow the safe and reliable use of the bat wing mower, bush hog mower, and the dirt road drag system. The local John Deere dealer (Ag-Pro) was awarded a State Term Contract (#25101900-21-STC, effective through 12.31.2026) with the Department of Management Services which offers discounts off MSRP for base equipment and accessories, which the City is eligible to use.

Due to budget constraints the city has only budgeted minimal funding for capital replacements for the Public Works Department. This replacement is required to continue to provide current services. As part of the FY 2023-24 Adopted Budget, \$186,617.16 was budgeted for purchases of this nature.

Staff Recommendation:

Approve the transfer from contingency funds to Public Works capital equipment for a replacement John Deere Tractor purchase in an amount not to exceed \$53,003.46 with current tractor trade-in value of \$11,000.00 and approval of the purchase.

City Attorney Review:

Finance Department Review/Recommendation:

Approve the transfer from contingency funds to Public Works capital equipment for a replacement John Deere Tractor purchase in an amount not to exceed \$53,003.46 with current tractor trade-in value of \$11,000.

City Manager Review/Recommendation:

Reviewed for placement on the agenda



C .	isto	-	_	_	
	ISTO		e	r	-

Quotes are valid for 30 days from the creation date or upon contract expiration, whichever occurs first.

A Purchase Order (PO) or Letter of Intent (LOI) including the below information is required to proceed with this sale. The PO or LOI will be returned if information is missing.

Vendor: Deere & Company
2000 John Deere Run
Cary, NC 27513

Signature on all LOIs and POs with a
signature line

Contract name or number; or JD Quote ID

☐ Sold to street address

Ship to street address (no PO box)

Bill to contact name and phone number

Bill to address

Bill to email address (required to send the invoice and/or to obtain the tax

→ exemption certificate

Membership number if required by the contract

Quotes of equipment offered through contracts between Deere & Company, its divisions and subsidiaries (collectively "Deere") and government agencies are subject to audit and access by Deere's Strategic Accounts Business Division to ensure compliance with the terms and conditions of the contracts.

For any questions, please contact:

Austin Shoemaker

Ag-Pro 100 South Dancy Street Hastings, FL 32145

Tel: 904-692-1538 Fax: 904-692-2381

Email: ashoemaker@agproco.com





Quote Id: 30058375

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company 2000 John Deere Run Cary, NC 27513 FED ID: 36-2382580 UEID: FNSWEDARMK53 ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

Ag-Pro 100 South Dancy Street Hastings, FL 32145 904-692-1538 WHastingsGM@agproco.com

Prepared For:

CITY OF BUNNELL

Proposal For:

Delivering Dealer:

Austin Shoemaker

Ag-Pro 100 South Dancy Street Hastings, FL 32145

WHastingsGM@agproco.com

Quote Prepared By:

Austin Shoemaker ashoemaker@agproco.com

Date: 06 December 2023 Offer Expires: 31 December 2026

Confidential





ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company 2000 John Deere Run Cary, NC 27513 FED ID: 36-2382580 UEID: FNSWEDARMK53

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

Ag-Pro 100 South Dancy Street Hastings, FL 32145 904-692-1538 WHastingsGM@agproco.com

Quote Summary

Prepared For: CITY OF BUNNELL 300 TOLMAN ST BUNNELL, FL 32110 Home: 386-437-7500

Business: 386-437-7500 BUNNELL3@FLAGLER.NET Delivering Dealer:
Ag-Pro
Austin Shoemaker
100 South Dancy Street
Hastings, FL 32145
Phone: 904-692-1538
ashoemaker@agproco.com

Quote ID: 30058375
Created On: 06 December 2023
Last Modified On: 10 January 2024
Expiration Date: 31 December 2026

Equipment Summary Suggested List Selling Price Qty Extended

JOHN DEERE TRACTOR 5090E \$ 78,053.00 \$ 64,003.46 X 1 = \$ 64,003.46

Contract: FL Ag & Lawn Equip 25101900-21-STC (PG F2 CG 22)

Price Effective Date: February 16, 2023

Equipment Total \$ 64,003.46

Trade In Summary	Qty Each	Extended
JOHN DEERE 5525 TRACTOR - LV5525P154014	1 \$ 11,000.00	\$ 11,000.00
PayOff		\$ 0.00
Total Trade Allowance		\$ 11,000.00
Trade In Total		\$ 11,000.00
* Includes Fees and Non-contract items	Quote Summary	
	Equipment Total	\$ 64,003.46
	Trade In	\$ (11,000.00)
	SubTotal	\$ 53,003.46
	Est. Service Agreement Tax	\$ 0.00
	Total	\$ 53,003.46
	Down Payment	(0.00)
	Rental Applied	(0.00)
Salesperson : X	Accepted B	y : X





ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company 2000 John Deere Run Cary, NC 27513 FED ID: 36-2382580 UEID: FNSWEDARMK53 ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

Ag-Pro 100 South Dancy Street Hastings, FL 32145 904-692-1538 WHastingsGM@agproco.com

Balance Due

\$ 53,003.46

Salesperson : X	Accepted By : X
-----------------	-----------------



Selling Equipment



Quote Id: 30058375 Customer Name: CITY OF BUNNELL

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company 2000 John Deere Run Cary, NC 27513 FED ID: 36-2382580 UEID: FNSWEDARMK53 ALL PURCHASE ORDERS MUST BE SENT

TO DELIVERING DEALER:

Ag-Pro 100 South Dancy Street Hastings, FL 32145 904-692-1538

WHastingsGM@agproco.com

JOHN DEERE TRACTOR 5090E

Hours: Suggested List *

Stock Number: \$ 78,053.00

Contract: FL Ag & Lawn Equip 25101900-21-STC (PG F2 Selling Price *

CG 22) \$ 64,003.46

Price Effective Date: February 16, 2023

	* Price per item - includes Fees and Non-contract items						items
Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
08AIP	5090E Cab Tractor	1	\$ 76,096.00	18.00	\$ 13,697.28	\$ 62,398.72	\$ 62,398.72
		Star	ndard Options	s - Per Unit			
182A	Less AutoTrac™/ Less ISOBUS	1	\$ 0.00	18.00	\$ 0.00	\$ 0.00	\$ 0.00
183N	JDLink™ Modem	1	\$ 0.00	18.00	\$ 0.00	\$ 0.00	\$ 0.00
0202	United States	1	\$ 0.00	18.00	\$ 0.00	\$ 0.00	\$ 0.00
0409	English Operator's Manual	1	\$ 0.00	18.00	\$ 0.00	\$ 0.00	\$ 0.00
0500	Less Package	1	\$ 0.00	18.00	\$ 0.00	\$ 0.00	\$ 0.00
1381	12F x 12R PowrReverser™ Transmission	1	\$ 0.00	18.00	\$ 0.00	\$ 0.00	\$ 0.00
1799	Less Loader Prep Package	1	\$ 0.00	18.00	\$ 0.00	\$ 0.00	\$ 0.00
1950	Less Application	1	\$ 0.00	18.00	\$ 0.00	\$ 0.00	\$ 0.00
2050	Standard Cab	1	\$ 0.00	18.00	\$ 0.00	\$ 0.00	\$ 0.00
2120	Air Suspension Seat	1	\$ 888.00	18.00	\$ 159.84	\$ 728.16	\$ 728.16
3025	Deluxe Corner Post Exhaus	t 1	\$ 0.00	18.00	\$ 0.00	\$ 0.00	\$ 0.00
3330	Triple Stackable Rear Valve with Lever Controls	1	\$ 1,069.00	18.00	\$ 192.42	\$ 876.58	\$ 876.58
3400	Less Mid Valves	1	\$ 0.00	18.00	\$ 0.00	\$ 0.00	\$ 0.00
3820	Two Speed PTO - 540/540E rpm	1	\$ 0.00	18.00	\$ 0.00	\$ 0.00	\$ 0.00
5112	18.4-30 In. 8PR R1 Bias	1	\$ 0.00	18.00	\$ 0.00	\$ 0.00	\$ 0.00
6040	MFWD (Mechanical Front Wheel Drive) Front Axle	1	\$ 0.00	18.00	\$ 0.00	\$ 0.00	\$ 0.00
6118	12.4-24 In. 8PR R1 Bias	1	\$ 0.00	18.00	\$ 0.00	\$ 0.00	\$ 0.00
	Standard Options Total		\$ 1,957.00		\$ 352.26	\$ 1,604.74	\$ 1,604.74
	Technolo	gy O	ptions/Non-C	-			
1900	Less Display	1	\$ 0.00	0.00	\$ 0.00	\$ 0.00	\$ 0.00
1880	Less Receiver	1	\$ 0.00	0.00	\$ 0.00	\$ 0.00	\$ 0.00







ALL PURCHASE ORDERS MUST BE MADE OUT

TO (VENDOR):

Deere & Company 2000 John Deere Run Cary, NC 27513 FED ID: 36-2382580 UEID: FNSWEDARMK53 ALL PURCHASE ORDERS MUST BE SENT

TO DELIVERING DEALER:

Ag-Pro 100 South Dancy Street Hastings, FL 32145 904-692-1538

WHastingsGM@agproco.com

Technology Options Total	\$ 0.00	\$ 0.00 \$ 0.00	\$ 0.00
Value Added Services	\$ 0.00	\$ 0.00	\$ 0.00
Total	•		
Total Selling Price	\$ 78,053.00	\$ 14,049.54 \$ 64,003.46	\$ 64,003.46



Product features, prices and specifications are based on published information at the time of publication and are subject to change without notice. All trademarked terms, including John Deere, the leaping deer symbol and the colors green and yellow used herein are the property of Deere & Company, unless otherwise noted. Products, product features, and other content on this site may only be accurate for products marketed and sold in North America.

Copyright © 1994- 2024 Deere & Company. All Rights Reserved.

File Created: 10-Jan-2024

2024 JOHN DEERE TRACTOR 5090E

Product Specification Details:

MankoflanctiDezere 5090E (Model year 2024)

Model

Engine specifications

Description John Deere PowerTech 4045 PWL

 Engine type
 4045HLV76

 Engine family
 NJDXL04.5315

 Rated speed
 2400 rpm

Aspiration Turbocharged and Aftercooled

Cylinders liners Wet sleeved
Emission level Final Tier 4
After treatment type DOC/SCR
Displacement 4 cylinders: 4.5 L
276 cu in.

Engine performance

Rated power At 2400 rpm: 67.1 kW

90 hp

Rated PTO power (hp SAE) At 2400 rpm: 56.0 kW

75 hp

Maximum PTO power
Intelligent Power Management (IPM)
Transport and/or mobile PTO applications
Hydraulic applications

Power boost At 2200 rpm: 2 percent

Maximum engine power 68.6 kW 92 hp

Engine peak torque At 1600 rpm: 347 Nm

255 lb-ft

Drawbar power --PTO torque rise --Fuel injection system and control --Air cleaner type ---

Transmission

Type Standard: PowrReverser™ 12F/12R

Reverser Yes
Clutch; wet/dry Wet
Creeper Not available

Rear power take-off (PTO)

Standard: 540/540E Engine rpm (at rated PTO speeds) 540 at 2400 rpm

Economy PTO speeds --Reverse PTO speeds --Multispeed PTO option availability --Ground speed PTO option availability ---

PTO actuation Electrohydraulic

Hydraulic system

Open center
Pump rated output 85.1 L/min

22.5 gpm
Available flow at a single rear SCV 60.1 L/min

15.9 gpm Available flow at front SCVs ---

Number of rear selective control valves (SCVs)

Standard: Two
Number of mid selective control valves (SCVs)

Standard: Zero

Number of front selective control valves (SCVs) ---



Joystick SCV control Mechanical

Auxiliary hydraulic features --Oil for external use - horizontal position, stationary --At maximum mark --SCV control --Operator station

Rollover protective structure, OOS --

Rigid - foldable - telescopic Foldable, two-post Platform - flat/straddle Straddle

Platform - flat/straddle Strad Gearshift location - console/floor Floor

Seat Standard: Mechanical

Degree of seat swivel, left hand
Degree of seat swivel, right hand
Cab suspension

Display Automotive-style light-emitting diode (LED)

instrument cluster

Instructional seat Optional for Standard cab

 Radio
 --

 Inner cab volume
 78 dBA

 dB(A) rating
 --

 Cab glass area
 --

 Safety glass rating
 --

 Front visibility
 --

Tires

Rear MFWD: 18.4-30 R1 Bias

Turning radius without brakes MFWD: 3.54 m
11.6 ft
Turning radius with brakes MFWD: 4.36 m

14.3 ft

14.3

Wheel tread range MFWD: front: 1340-1904 mm

52.8-75.0 in.

Central Tire Inflation System (CTIS) --Factory tread spacing --Compatible tire configurations --Compressor output ---

Miscellaneous

AutoTrac ready No ISOBUS ready No CommandCenter video inputs --- Immobilizer --- Side slope rating --- Uphill/downhill slope rating ---

Country of manufacture Saltillo, Mexico

Extended specs

Lift capacity at standard frame

Link to extended specs ---

Rear hitch

Hitch draft control load sense type Mechanical
Remote control valves available Standard: Two

Hitch category (SAE designation)

Category 2; convertible to 1

Maximum lift capacity behind lift points Standard: 2100 kg

4600 lb ---Top link

Rear axle differential lock

Drawbar

Sensing type

Maximum vertical load Road/field use (250-mm extended): 1450 kg

3197 lb

Drawbar category Category 2

Rear axle

Flange

Final drive type Inboard planetary
Differential controls Mechanical (pedal)

Axle type ---



Brakes, type and control Hydraulic wet disc

Rear differential lock
Load rating

Front axle

Mechanical Front Wheel Drive (MFWD)

Front axle differential lock ---

Steering

Electrical system

Alternator size OOS: 90 amp
Battery options 12 V
Working lights Halogen
Type of bulb in headlight (Halogen, Zenon, LED) Halogen
Lumens for headlights ---

Type of bulb in beacon (Halogen, Zenon, LED) Kit: Halogen

Lumens for beacon --Flashes per minute
dB(A) rating for backup alarm --Total cold cranking amps ---

Dimensions

Overall width

Wheelbase 2350 mm

92.5 in.

Overall length 4042 mm 159.13 in.

Overall height --Drawbar clearance --Front axle center ---

Approximate shipping weight, Open;Cab OOS: 3300 kg

7275 lb

Weight

 Base machine weight
 --

 Front axle
 --

 Rear axle
 --

 Total
 --

 Maximum ballast level
 --

 Maximum permissible weight
 --

Capacities

Crankcase oil volume ---

Fuel tank OOS: 94.6 L

25 U.S. gal. Cab: 114 L/min

Diesel exhaust fluid (DEF) tank 12.0 L

3.17 U.S. gal.

Cooling system --Coolant type --Degree of freeze protection --Transmission-hydraulic system ---

Serviceability

Loaders

Lift capacity at full height --Maximum lift height --Leveling type ---

Precision AG

Guidance No
Telematic JDLink™
Remote diagnostics ---

Front hitch

Category --Electric power ---



Standard lift capacity --Front power take-off (PTO) -PTO speed ---

Key Specs

Engine description John Deere PowerTech™ 4045 PWL

Engine displacement 4 cylinders: 4.5 L

276 cu in.

Rated engine power At 2400 rpm: 67.1 kW

90 hp 68.6 kW 92 hp

At 2400 rpm: 56.0 kW

75 hp

Transmission type Standard: PowrReverser™ 12F/12R

Hydraulic pump rated output 85.1 L/min 22.5 gpm

Rear hitch category (SAE designation) Category 2

Tread spacing --Drive type --Track width --Mid-rollers ---

Brakes

Tracks

Additional information

Date collected 1-Aug-2023

Differentials, axles, frame, and chassis

A durable, mechanical front-wheel drive (MFWD) axle increases traction in tough conditions







MFWD front axle on 5M with turnable fenders

Overview

Increase drawbar pull and improve traction when operating in slippery conditions with a limited-slip, heavy-duty MFWD front axle.

Benefits

- Reduce wheel slippage in demanding conditions by getting the required torque to the ground
- Diminish soil compaction with less tractor ballasting compared to two-wheel drive (2WD)
- · Increase fuel economy
- · Longer tire life
- Excellent maneuverability and high crop clearance



Additional details



MFWD engagement switch on right hand console on 5M



Steering connections are protected by axle shown on 5E 3-Cylinder

Turn around in tight spaces with a tight turning radius. Operate with consistent performance and enjoy a comfortable ride from axle oscillation that follows uneven terrain.

Axle oscillation also reduces the stress and maintenance cost on the axle spindles because loads are consistently spread across the entire axle. The centerline design eliminates the need for drive shaft universal joints that require regular maintenance. Anti-wrap shielding on the driveline is standard to prevent crop material and debris from building around the driveline and ensures tractor performance. Minimize maintenance time while maximizing front axle performance with three grease points conveniently located.

NOTE: When MFWD is engaged, an indicator light will appear on the dash. See <u>operator's manual</u> for additional details on operation and adjustment.



MFWD on 5075EN



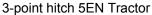
Narrow MFWD Axle on 5ML Cab

Hitch, drawbar, and PTO

Category 2, 3-point hitch lift capacity provides implement versatility









EH hitch controls

Overview

Heavy-duty 3-point hitch provides lift capacity and adjustability for implement versatility with Category 2 implements or adaptable to Category 1. Precisely raise and lower implements using the rockshaft control lever. The operator can also adjust the speed at which an implement is lowered by adjusting the rockshaft rate of drop.

Benefits

- Convenience hooking up implements to rear implements
- Consistency when lowering hitch with depth stop electrohydraulic hitch controls each time the position control lever is pushed forward, it stops where the depth stop has been positioned. Useful when preparing a seedbed.
- Compatible with implements needed to perform multiple jobs. See Specifications for lift capacity by model.
- Convenience when leveling implements with both lift links being able to adjust without tools lift links can be adjusted for lateral float to allow implements with gauge wheels or skids to follow the ground contour

Additional details





Stabilizer bar



Transmission

Effective in demanding applications - PowrReverser™ 12Fx12R transmission



5075E doing loader work



5EN mowing

Overview

Ample speeds and ease of operation for demanding applications with the 12F x 12R PowrReverser. This transmission comes standard with a dual speed 540/540 economy power take-off (E-PTO) is ideal for applications requiring frequent directional changes such as loader work.

Benefits

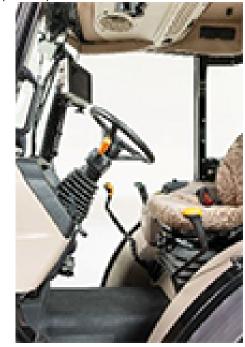
•Effortlessly switch directions with a small finger motion using the clutch-less electrohydraulic fingertip directional lever

- Frees the right-hand to operate other tractor controls, such as the loader, rear implements, or throttle, as the directional lever allows the operator to steer and shift direction with the left-hand
- The control is located on the left side of the steering column and selects forward, reverse, and neutral positions

Ideal for rear blading and any applications that require frequent directional changes in tight spaces

Lower engine vibration, reduced noise, less wear and tear on the engine, reduced fuel consumption, and increased operator comfort from the standard economy PTO (E-PTO)





Orange gear and range shift levers 5EN



Additional detail



NOTE: A neutral start switch requires the directional lever be in the neutral position to start the engine.

Electrohydraulic reverser lever

12F/12R transmission includes:

- Hydraulic wet clutches (forward and reverse)
 - · Maximize durability and outlast the life of any dry clutch
- When tractors are run by multiple operators with a variety of experience levels, a wet clutch is the best way to maintain transmission integrity and performance while decreasing clutch replacement costs
- Platform-mounted shift levers (four gears, three ranges)
- Two platform-mounted levers offer easy and comfortable shifting for a pleasant operator experience
- The gear-shift lever is easy to reach, and the less-used range lever is shorter. Unique knobs make it easy to distinguish between the two
- · Left-hand reverser
- Constant-mesh helical-cut gears
- Provide quieter operation and excellent reliability while the pressure-lubricated top shaft adds to the transmission durability
- Fully enclosed, rigid shift linkages for short throw and crisp shifts enable all operators to clearly know in what range and gear they are operating
- Pressure-lubricated top shaft
- Positive park pawl: provides positive park and eliminates the need for a hand brake
- Neutral start switch

The forward lever selects one of four gears. The operator must depress the clutch while shifting. The rear lever selects one of three ranges: A, B, or C.

The PowrReverser has a built-in engagement override valve for additional safety. This valve requires the clutch pedal to be depressed one time after each engine start before the transmission will begin to operate normally, giving the operator another opportunity to put all focus on the tractor.

The speed of directional changes can be adjusted to the operator's preference or application demands with the field-installed infinitely-variable control kit.

See the PTO functional area for more information on E-PTO.

Operator station and controls

Intuitive operating controls - controls overview





5E 4-cylinder display center

Overview

Overall comfort and convenient operator experience are provided by the controls on 5E Series Tractors.

Benefits

- · Conveniently located control, levers, buttons, and switches
- Easy to use and understand controls
- · Straightforward recognition and association with color-coded controls

Transmission controls:

Gear and range shift levers are located to the right of the operator. Unique knobs make it easier to distinguish between the levers.



Range and gear shift levers - OOS

Range and gear shift levers - Cab

A foot throttle with a platform pedal is located on the right side of the operator for throttle adjustment by the right foot.



Foot throttle pedal - OOS



Reverser



Foot throttle pedal - Cab

On all tractors equipped with the 12Fx12R and 24Fx12R PowrReverser™ transmissions, the electrohydraulic forward/reverse direction lever is located on the left-hand side of the instrument console, connected to the steering column. Operated with the left-hand finger, the right-hand is free to simultaneously run the loader, hitch, or hand throttle.



3-point hitch controls:

Mechanical hitch controls are available with the standard open operator station and the standard cab.

A depth stop allows the operator to preset the hitch depth. This increases consistency pass by pass and decreases the need to make repeated trips over the same ground.

The hitch lever control allows convenient, precise control of the hitch, especially useful when hooking up implements.





Hitch control levers - OOS

Hitch control levers - Cab

The rate-of-drop control knob is behind the seat and sets how fast the rockshaft lowers to the ground.





Rate of drop control knob - OOS

Rockshaft rate of drop - Cab

The draft-sensing knob is to the right of the hitch controls on the right-hand console. This adjustment measures the load sensitivity of the 3-point hitch and allows the hitch to quickly raise or lower to control the load on the engine.

Power take-off (PTO) controls: Electrohydraulic PTO engagement





In the cab, an easy-to-use push-pull knob engages and disengages the PTO independently of the transmission traction clutch. 5E Tractors come with an electrohydraulic PTO engagement to reduce operator fatigue.

The push/pull knob on open station tractors is conveniently located beside the hand throttle on the right-hand side of the operator. When the PTO is engaged, a light on the instrument panel will illuminate and PTO speed can be seen on the target bars.

PTO push-pull knob



The economy (E-PTO) lever is located to the left and to the rear of the operator on both open operator station (OOS) and cab tractors.

Enhancing operator safety, the tractor does not start with the PTO shaft engaged. An alarm sounds if the operator attempts to leave the seat with the PTO engaged and the PTO shaft is protected by a hinged shield.

Hydraulics:

The color coded bands on the levers which control dual and triple rear SCVs. The color of these bands corresponds to the color of the dust cap and the SCV valve they control.

E-PTO lever Regen filter switch:



Inhibit switch

In order to inhibit passive system regeneration, the operator must hold down the spring loaded inhibit switch in the down position for five seconds. This logic ensures the system will require very purposeful operation to inhibit. It actually cycles on the key switch and will default back to automatic mode on every tractor start up, increasing customer uptime.



Mechanical front-wheel drive (MFWD) controls:



All four-wheel drive (4WD) axles are equipped with the engage-on-the-go MFWD. This toggle switch is located on the right-hand console.

MFWD toggle switch



The five-position lighting package is straightforward with the lighting control switch on the right side of the steering column. The switch positions are: off, warning, worklight, transport 1 (warning and high-beam headlights), and transport 2 (warning and headlights). A turn-signal lever is located on the left side of the steering column for quick and easy use.

Light selector dial

Hydraulics

Selective control valve (SCV) system and options





Dual stackable SCV

Overview

5E 4-Cylinder and 5M Series Tractors can be equipped with as many as six (up to three rear and three mid) economical and versatile spool-type SCVs. These SCVs provide a high-flow rate for the tractor's hydraulic system with the open-center hydraulic system.

Benefits

- Full range of motion to quickly move implements or gently make fine adjustments with large valves and solenoids; that makes a huge difference when picking up hundreds of hay bales or powering external hydraulic motors
- Clean, efficient system from cables that control the valves mount directly to the SCV
- Stackable SCVs give producers a cost-effective way to add or replace rear or mid control valves
- Color coordinated controls located on the right side provide a user-friendly and enhanced operator experience
- Reduce effort required to switch implements with the ability to couple and uncouple under pressure with the International Standards Organization (ISO) push-pull couplers

Additional details

		5E 4- CylinderPo and 5EL	5M wrReverser™a 5MH	5M rRbwrQuad™ PLUS/ Powr8™
Rear SCV	Dual	Base	Base	Base
	Triple	Option	Option	Option
Mid SCV	Less	Base	Option	
	Dual	Option	Base	Base
	Triple	Field- Install only	Option	Option



Stackable SCVs are built so that individual valves can be easily added or removed to both the mid and rear SCV. Customers will be able to upgrade and add SCVs without needing to replace the entire block. Additionally, customers not using the tractor for loader work can select a less mid SCV option from the factory.

All rear SCVs are lever controlled, and couplers are equipped with flip-up dust covers to prevent dirt and debris from entering the hydraulic system ensuring efficient and reliable performance.



Selectable flow control on first valve with triple rear

SCV Knob Position	SCV Lever Detent	Example Application
Continuous Detent (Motor) (C) for motor operation	Holds lever in operating position until manually returned to neutral.	Hydraulic hay rake or planter where hydraulic motors are used
No Detent (Loader) (D) for loader operation	Lever returns to neutral when released.	Loader or box blade with top and tilt requiring precise adjustments
Automatic Detent (Cylinder) (E) for cylinder operation	Lever automatically returns to neutral when a cylinder reaches the end of stroke.	Disk or rotary cutter where implement is frequently raised and lowered
Read Operator's Manual (B)	Not a selectable setting.	Not a selectable setting.

The triple deluxe rear SCVs feature one section with flow control and selectable detent. The remaining sections do not offer flow control or selectable detents. Dual standard rear and mid SCVs do not offer flow control or selectable detent.

The SCVs also offer pressure tap diagnostics for easy service and checkups. A check valve has been added on the extend side of the SCV to reduce leakage. This same technology delivers a tighter bleed tolerance when lift cylinders are held under force. Hydraulic holding capability is improved for all hydraulic applications.

Engine

Power bulge and torque reserve pull through the tough spots





Power bulge and torque curve

Overview

When the tractor is under load, power bulge and torque rise work together to get through the tough spots without having to downshift.

As rpm drops, the only way to maintain or increase horsepower is to provide additional torque. Whether bailing wet hay or lifting a heavy load, the additional power allows the tractor to continue performing the job without stopping. The rated economy power take-off (EPTO) speed occurs near the peak torque rise providing power when operator need it in PTO applications.

Benefits

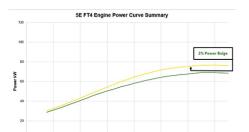
- · Increased productivity in demanding conditions with more power when operator need it
- More lugging ability for quicker power recovery
- · Additional torque provides force to remain horsepower as engine rpm drops below rated speed

Additional Details

Horsepower and torque are mathematically related.

$$hp = \frac{Torque \ x \ rpm}{5,252}$$

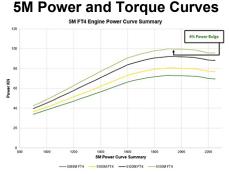
5M 4-Cylinder tractors provide 4% power bulge while 5E 4-Cylinder tractors provide 2% power bulge. *Note: There is no power bulge on 3-Cylinder tractors (5E 3-Cylinder or 5075M).*



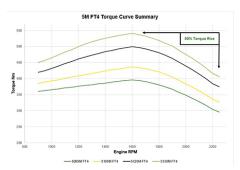
5E 4-Cylinder Power and Torque Curves



5E power curve summary



5E torque curve summary



5M power curve summary

5M torque curve summary

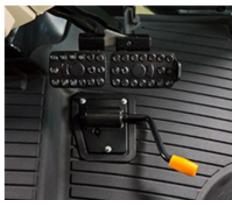
Steering and brakes

Turn tighter and stop with confidence of wet-disk brakes





Wet-disc brakes on open operator station (OOS)



Brake pedals locked (cab) – 5E shown

Overview

Make tighter turns or bring tractor to a stop in the field, on the highway, or at home with hydraulic wet-disc brakes.

Benefits

- Experience brake action on both rear wheels when in transport by locking the brake pedals together
- Make tighter turn in the field by unlocking brake pedals
- Maximum brake performance over the life of the tractor with oil cooled brakes

AG-PRO DATA MANAGEMENT POLICY

Ag-Pro, LLC ("Ag-Pro") does **not** share customer data (of any type) with **any** third party, unless so requested by the customer or as required by Ag-Pro and approved by the customer.

Machine data is data that generally relates to how your equipment is functioning. Examples include fuel consumption, machine health indicators, vehicle diagnostic codes, and engine performance, and any such machine data will only be accessed by a Store Service manager, dedicated technician(s), I.S. (AMS) Specialists, and/or your Ag- Sales Professional.

Customer hereby grants Ag-Pro direct or remote access to customer's machine data from customer's equipment that is generated by, collected by, and/or stored in customer's equipment and/or any hardware device interfacing with customer's equipment.

Production data is data that is derived from work performed by customer with customer's equipment. Examples include field task details, material moved, crop harvested (yield) and agronomic inputs applied. Production data will only be accessed, analyzed, interpreted, and used by the I.S. (AMS) Specialists, I.S. manager, and your Ag-Sales Professional unless otherwise requested by (you) the customer.

In addition to machine data, I hereby grant Ag-Pro I.S. (AMS) Specialists, my Ag-Sales Professional, and the I.S. Manager, the 'Agronomic Specialist Role' (which will give them access to my production data) to enable them to clean and format my production data for submission to and more efficient use by my agronomist. I understand that production data is generated by, collected by, and/or stored in (my) equipment or any hardware device interfacing with my equipment.

By signing this document, I, the undersigned customer, also acknowledge that, Ag-Pro, is not responsible for any data that is lost and/or destroyed.

X		•	
Print Name:			
Date:	_		



Menu

<u>Home / Business Operations / State Purchasing / State Contracts and Agreements / State Term Contract / Agriculture and Lawn Equipment</u>

Agriculture and Lawn Equipment 25101900-21-STC

Effective Period

01/01/2021 through 12/31/2026

Contract Type

State Term Contract

Contractors

Pricing

Contract

How to Use This Contract [7] [199.4 kB]

Information

Contractors and Lead Times by Product Group [829.7 kB]

Service Updates

Solicitation Documentation

Award

Contracts

Contract Documents

Forms

Contract

Joseph Thomas

Administration

850-488-8367

joseph.thomas@dms.fl.gov

Commodity Codes

Please refer to "How to Use This Contract" in the Contract Information section above.

Additional Information

End dates vary by contractor:

- Ameri-Recrecational Sports, LLC: 01/01/2021 through 12/31/2026
- Ariens Company: 01/01/2021 through 12/31/2026
- **ASW LLC:** 01/01/2021 through 12/31/2026
- Carswell Distributing Company: 01/01/2021 through 12/31/2026
- Clark Equipment Company: 01/01/2021 through 12/31/2026
- CNH Industrial America, LLC: 01/01/2021 through 12/31/2026
- Construction Sales and Service, Inc.: 01/01/2021 through 12/31/2026
- Deere and Company: 01/01/2021 through 12/31/2026
- Florida Coast Equipment, LLC: 01/01/2021 through 12/31/2026
- Florida Outdoor Equipment, Inc.: 01/01/2021 through 12/31/2026
- Glade and Grove Supply Co, LLC: 01/01/2021 through 12/31/2026
- Husqvarna Professional Products, Inc.: 01/01/2021 through 12/31/2026
- Jeffrey-Allen, Inc.: 01/01/2021 through 12/31/2026
- Kelly Tractor Co: 01/01/2021 through 12/31/2026
- Love Power Equipment (formerly Sarasota Fun Machines, Inc.): 01/01/2021 through 12/31/2026
- Moridge Manufacturing, Inc.: 01/01/2021 through 12/31/2026
- MTD Products Company: 01/01/2021 through 12/31/2026
- PACE, Inc.: 01/01/2021 through 12/31/2026
- Rick Croft Enterprises, Inc. d/b/a Texas Trailers Sales and Service: 01/01/2021 through 12/31/2026
- Ring Power Corporation: 01/01/2021 through 12/31/2026

- Roberts Supply, Inc.: 01/01/2021 through 12/31/2026
- Sarlo Power Mowers, Inc.: 01/01/2021 through 12/31/2023
- Textron Specialized Vehicles Inc.: 01/01/2021 through 12/31/2026
- Wesco Turf, Inc.: 01/01/2021 through 12/31/2026

Description

This state term contract provides agriculture and lawn equipment, including all-terrain vehicles; utility vehicles; walk-behind and stand-on lawn mowers; riding lawn and garden tractors; handheld, walk-behind, and backpack lawn equipment; utility tractors; row-crop tractors; agricultural and specialty tractors; large lawn, agricultural, and small forestry equipment; golf carts and golf specialty vehicles; golf and turf mowers; and golf and sports specialty equipment and accessories. The contract provides discounts off MSRP for base equipment; contractors may also offer discounts off MSRP for OEM and non-OEM options, parts, accessories, and implements. Prices include all charges for packing, handling, freight, distribution, transportation, startup, pre-delivery, delivery, inspection, installation, construction, assembly, title, and registration.

Agriculture and Lawn Equipment

Contractors

Pricing

Service Updates

Documentation

Award

Forms

Document reader download links:

Adobe PDF Reader

Terms and Conditions Privacy Statement Accessibility

Statement

Agency Information Open Government **DMS** Leadership Frequently Asked Questions Agency Organization

Copyright ©2024 Department of Management Services - State of Florida