



## CITY COUNCIL MEETING

October 18, 2023 at 6:30 PM

City Council Chambers, 16 Colomba Rd.

DeBary, Florida 32713

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## AGENDA

### CALL TO ORDER

Invocation

Flag Salute

### ROLL CALL

**PUBLIC PARTICIPATION:** For any items **ON THE AGENDA**, citizen comments are limited to five (5) minutes per speaker. Speakers will be called when the item is introduced for discussion.

### DELETIONS OR AMENDMENTS TO THE AGENDA (City Charter Sec. 4.11)

### CONSENT AGENDA

1. The Parks and Recreation Department is requesting the City Council approve the sole source purchase of a shade canopy at Rob Sullivan Park.
2. The Parks and Recreation Department is requesting the City Council approve the equipment purchase through a Sourcewell cooperative purchasing agreement provided by Wesco Turf
3. The Parks and Recreation Department is requesting the City Council approve the purchase of a Kubota Tractor through a Sourcewell cooperative purchasing agreement provided by Crystal Tractor.
4. City Manager is requesting City Council approve three (3) Brooks & Dun Grant Consulting Engagement Letters and Agreements for professional grant writing services for the Exceptional Grant Application for Alexander Island, the 2024-25 FRDAP Grant Application for Bill Keller Park and the 2024-2025 FRDAP Grant Application for Alexander Island.
5. City Manager is requesting City Council approve the Mersino Pump Rental Agreement for Plantation Pump Station, James Pond and Bill Keller Park for the month of October 2023.

### PUBLIC HEARINGS

6. City Manager is requesting City Council adopt Ordinance No. 11-2023, Declaring and Implementing a Temporary Development Moratorium.

### NEW BUSINESS

7. City Manager is requesting City Council approve the proposed DeBary Central Park Conservation and Recreation Concept Plan.

## **COUNCIL MEMBER REPORTS / COMMUNICATIONS**

### Member Reports/ Communications

- A. Mayor and Council Members
- B. City Manager
- C. City Attorney

## **DATE OF UPCOMING MEETING / WORKSHOP**

Regular City Council Meeting November 1, 2023, 6:30 p.m.

## **ADJOURN**

If any person decides to appeal any decision made by the City Council with respect to any matter considered at this meeting or hearing he/she will need a record of the proceedings, and for such purpose he/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 to be based (FS 286.0105).

Individuals with disabilities needing assistance to participate in any of these proceedings should contact the City Clerk at least three (3) working days in advance of the meeting date and time at (386) 668-2040.



## City Council Meeting City of DeBary AGENDA ITEM

<b>Subject:</b> Rob Sullivan Park Shade Canopy Approval	<b>Attachments:</b> <input type="checkbox"/> Ordinance <input type="checkbox"/> Resolution <input checked="" type="checkbox"/> Supporting Documents/ Contracts <input type="checkbox"/> Other
<b>From:</b> Jason Schaitz Parks and Recreation Director	
<b>Meeting Hearing Date</b> 10/18/23	

### **REQUEST**

The Parks and Recreation Department is requesting the City Council approve the sole source purchase of the shade canopy at Rob Sullivan Park.

### **PURPOSE**

The shade structure has been in use since 2009 and is ready for replacement. The canopy has several tears and the installation and removal mechanisms no longer work safely.

### **CONSIDERATIONS**

Shade Systems provided the canopy and structure to support the canopy in 2009. Shade Systems only uses their proprietary fabric and fastening systems for their canopy structures. If we are not able to move forward with the shade canopy as a sole source purchase, we would have to replace the entire structure. The structure to support the canopy is still in good shape. The price is what is expected and within budget.

### **COST/FUNDING**

The shade canopy purchase was approved in the FY 23/24 budget for \$10,000. The cost of the shade canopy from Shade Systems is \$9,193.00.

### **RECOMMENDATION**

It is recommended the City Council approve the sole source purchase of the shade canopy from Shade Systems for \$9,193.00.

### **IMPLEMENTATION**

Upon approval, the Parks and Recreation department send the PO to Shade Systems and coordinate installation of the new canopy.

### **ATTACHMENTS**

ATTACHMENT A – Shade Canopy Quote  
ATTACHMENT B – Shade Systems Sole Source Letter





4150 S.W. 19 Street  
 Ocala, FL 34474  
 p: (800) 609-6066 | f: (352) 237-2256  
 www.shadesystemsinc.com

# Sales Order

**Bill To:** **City of DeBary Parks and Recreation**  
 860 Hwy 17  
 DeBary, Florida 32713  
 Tom Vandehey  
 tvandehey@debary.org

**Prepared By:** **Jeremy Purkis (ext. 119)**  
 (800) 609-6066  
 jeremy@shadesystemsinc.com

**Quote No.:** Q-08638  
**Quote Date:** 8/28/2023  
**Expires On:** 11/28/2023

**Project Name:** **Rob Sullivan Park**

*Thank you for your interest in Shade Systems. We are happy to quote the following product(s):*

QTY	DESCRIPTION	EACH	TOTAL
1	25' x 25' Square - 10' Eave - In-Ground Bury Columns CoolNet™ Color: _____ Powder-Coat Color: _____	\$9,193.00	\$9,193.00
<b>TOTAL:</b>			\$9,193.00

**IMPORTANT TERMS & CONDITIONS:**

- All products quoted are per standard Shade Systems specifications per our catalog with column type(s) indicated.
- Above includes the cost of powder-coating metal parts with standard Shade Systems colors as shown in our catalog. Special optional colors are available upon request at additional cost.
- Please note that shipping is not included in this quotation. Customer to pick up shipment F.O.B. Plant (Ocala, FL).
- Above DOES NOT include professional engineer-sealed drawings. Normal installation instructions and drawings will accompany order.
- Prices do not include any applicable taxes, concrete supplies, anchoring hardware (if applicable), truck unloading or installation.
- Current shipping schedule is estimated at 6 to 8 weeks after receipt of order.
- To place this order, please indicate desired colors in the space above and return signed copy of this Sales Order along with your official municipal purchase order. Payment terms are Net 30 Days.

**ABOVE APPROVED AND ACCEPTED:**

By signing below, Buyer accepts the terms and conditions of this Sales Order and directs Shade Systems to provide the products listed for the amounts shown. Buyer agrees this order is not cancelable.

BY: \_\_\_\_\_ TITLE: \_\_\_\_\_ DATE: \_\_\_\_\_



4150 S.W. 19 Street · Ocala, FL 34474

Tel.: 352/237-0135

TOLL-FREE: 1-800-609-6066

FAX: 352/237-2256

e-mail: [info@shadesystemsinc.com](mailto:info@shadesystemsinc.com)

October 2, 2023

Dear Sirs:

Shade Systems, Inc. is the original manufacturer of the fabric tensioned shade structure used at Rob Sullivan Park (DeBary, FL). Shade Systems, Inc. is the sole manufacturer / sole source for CoolNet™ fabrics as well as the Turn-N-Slide™ easy fastening system for our products. Replacement parts/fabric will be of Shade Systems, Inc. manufacturing only. Original products must not be subjected to additional or substitution of parts, as possible affects the condition or operation of the structure will void limited warranty on product.

Sincerely,

A handwritten signature in blue ink that reads "Jeremy Purkis".

Jeremy Purkis  
Architectural Specialist  
Encl.



## City Council Meeting City of DeBary AGENDA ITEM

<b>Subject:</b> Capital Equipment Approval – Toro Workman	<b>Attachments:</b> <input type="checkbox"/> Ordinance
<b>From:</b> Jason Schaitz Parks and Recreation Director	<input type="checkbox"/> Resolution
<b>Meeting Hearing Date</b> 10/18/23	<input checked="" type="checkbox"/> Supporting Documents/ Contracts
	<input type="checkbox"/> Other

### REQUEST

The Parks and Recreation Department is requesting the City Council approve the equipment purchase a Sourcewell cooperative purchasing agreement provided by Wesco Turf

### PURPOSE

The request is needed at this time to reserve our spot in the queue to receive the equipment.

### CONSIDERATIONS

Wesco Turf provides Toro equipment, which is our preferred brand for turf management equipment due to the quality and maintenance program for each piece of equipment. Due to supply chain issues the City must provide a PO to then wait up to 24 months to receive the equipment. We are continuing to shop around for alternatives from other brands, but have found the same with all vendors. The City does not need to commit any funds by creating the PO for Wesco Turf. If another comparable piece of equipment is found elsewhere, we can remove ourselves from the queue without penalty.

The piece of equipment requested is a Toro Workman. Pricing has been discounted through the Sourcewell cooperative purchasing agreement. Approval would lock us in with the price and reserve our place in line to receive the equipment.

### COST/FUNDING

The cost for the Toro Workman through Sourcewell is \$29,351.64. The piece of equipment was approved in the FY 23/24 budget at \$30,000.

### IMPLEMENTATION

Upon approval, the Parks and Recreation department send the PO to Wesco Turf to reserve the equipment for future delivery.

### ATTACHMENTS

ATTACHMENT A – Wesco Turf Equipment Quote and Sourcewell Agreement





2101 Cantu Court, Sarasota FL 34232  
 300 Technology Park, Lake Mary FL 32746  
 7037-37 Commonwealth Avenue, Jacksonville FL 32220

**Q-18516**

Date: October 2, 2023  
 Expires: November 1, 2023

Prepared For:  
 Tom VanDeHey  
 Parks Supervisor  
 Debary  
 16 Colomba Rd  
 DeBary, FL 32713

Bill To:  
 DeBARY, CITY OF  
 16 COLOMBA RD  
 DEBARY, FL 32713-3322

Ship To:  
 CITY OF DEBARY  
 16 COLOMBA RD  
 DEBARY, FL 32713-3322

Sourcewell Cooperative Contract Number: Toro 031121-TTC. Ventrac 031121TTC-2. Effective 4/31/2021 - 4/30/2025

Total Units	Qty	Model No.	Description	MSRP Each	Price Each	Extended Price
1	1	07369	Toro Workman HD	\$35,184.00	\$27,443.52	\$27,443.52
	1	07372	Canopy	\$999.00	\$779.22	\$779.22
	1	TDELIVERY	Toro Delivery Fee		\$564.45	\$564.45
	1	TSETUP	Toro Setup Fee		\$564.45	\$564.45
			<b>Total</b>			<b>\$29,351.64</b>

<b>Terms:</b>	Net 30
Equipment Total	\$29,351.64
Sales Tax	\$0.00
<b>Totals:</b>	<b>\$29,351.64</b>

**Warranty**

The above quote meets or exceeds ANSI Safety Specification. Toro Commercial Equipment carries a two-year or 1500 hour warranty.

The undersigned hereby orders from Wesco Turf the equipment detailed in this quotation. This order is subject to our ability to obtain such equipment from the manufacturer and Wesco Turf shall be under no liability if delivery of the equipment is delayed or prevented due to labor disturbances, transportation difficulties, or for any reason beyond our control. The price indicated is subject to your receipt of the Equipment prior to any change in price by the manufacturer.

Please indicate your acceptance of this quote as an order by signing below and returning via email to [bill.hoffer@wescoturf.com](mailto:bill.hoffer@wescoturf.com) or fax 941.487.6889. Payment terms are subject to credit approval. Time of delivery may vary; please check when placing order.

Signed: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Date: \_\_\_\_\_

Thank you for considering Wesco Turf, Inc. for your equipment needs. If I can be of any further assistance, please do not hesitate to contact me.

Sincerely,  
**Bill Hoffer**  
 Commercial Sports Fields & Grounds Territory Manager  
 (407) 467-2067, [bill.hoffer@wescoturf.com](mailto:bill.hoffer@wescoturf.com)

**Toro #031121-TTC**

Pricing for contract #031121-TTC offers Sourcewell participating agencies the following discounts:

- **Toro Commercial Equipment: 22% off US MSRP**
- Toro Specialty Vehicles: 7% off US MSRP
- Toro Bullseye Equipment: 5% off US MSRP
- Toro Landscape Contractor Equipment (LCE) (A): 27% off US MSRP
- LCE Allied Products (B): 0% off US MSRP
- Toro Landscape Contractor SNOW Equipment (LCE SNOW): 20% off US MSRP
- Toro Siteworks System (SWS) Equipment: 17% off US MSRP
- BOSS Snow Removal Equipment: 25% off US MSRP
- BOSS Snow Removal Equipment (Snowrator Units Only): \$400 off US MSRP
- Ventrac 4500 Series Products: 8% off US MSRP
- Ventrac SSV Products: 3% off US MSRP
- Toro Golf Irrigation: 40% off US MSRP
- Toro Residential Commercial Equipment (RES COM): 40% off US MSRP
- Irritrol Irrigation Products: 0% - 40% off US MSRP
- Rain Master Irrigation Products: 0% - 40% off US MSRP
- Sentinel Irrigation Products: 35% off US MSRP
- Large Rotors: 15% off US MSRP
- Third party attachments: distributors/dealers will set the price but will not exceed list price and may include setup and freight charges.



The Toro Company

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8111 Lyndale Avenue South, Bloomington, Minnesota 55420-1196 •  
Phone 952-888-8801 • [www.thetorocompany.com](http://www.thetorocompany.com) • Fax 952/887-8258

October 3, 2023

Tom Vandehey  
Parks Superintendent  
City of Debarry  
16 Columbia Road  
Debarry, FL 32713

Dear Mr. Tom Vandehey,

This letter is to inform you that Wesco Turf, Inc. at 2101 Cantu Court, Sarasota, FL (941-377-6777) is the sole source distributor for Toro commercial turf equipment, parts and service and Toro golf course irrigation products for your geographic area.

If you have any questions, please contact me.

Sincerely,

*Troy von Holdt*

Troy von Holdt  
District Sales Manager-Sports Fields and Grounds  
The Toro Company  
Commercial Products Division



**Solicitation Number: RFP #031121**

**CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and The Toro Company, 8111 Lyndale Avenue South, Bloomington, MN 55420 (Vendor).

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Grounds Maintenance Equipment, Attachments, and Accessories with Related Services from which Vendor was awarded a contract.

Vendor desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

**1. TERM OF CONTRACT**

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires April 30, 2025, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.
- C. **SURVIVAL OF TERMS.** Articles 11 through 14 survive the expiration or cancellation of this Contract.

**2. EQUIPMENT, PRODUCTS, OR SERVICES**

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Vendor will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Vendor's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new/current model. Vendor may offer close-out or refurbished Equipment or Products if they are clearly indicated in Vendor's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. **WARRANTY.** Vendor warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Vendor warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended for the duration of Vendor's written warranty for such item. Other than the warranties in this paragraph and Vendor's express written warranty for its product, Vendor expressly disclaims all other warranties, express or implied. Vendor agrees to work with its dealers and distributors to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that is effective past the expiration of the Vendor's warranty will be passed on to the Participating Entity.

C. **DEALERS, DISTRIBUTORS, AND/OR RESELLERS.** Upon Contract execution, Vendor will make available to Sourcewell a means to validate or authenticate Vendor's authorized dealers, distributors, and/or resellers relative to the Equipment, Products, and Services related to this Contract. This list may be updated from time-to-time and is incorporated into this Contract by reference. It is the Vendor's responsibility to ensure Sourcewell receives the most current version of this list.

### **3. PRICING**

All Equipment, Products, or Services under this Contract will be priced as stated in Vendor's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Vendor must permit the Equipment and Products to be

returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery.

Vendor must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Vendor in breach of this Contract if the Vendor intentionally delivers substandard or inferior Equipment or Products. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Vendor as soon as possible and the Vendor will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

B. SALES TAX. Each Participating Entity is responsible for supplying the Vendor with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Vendor may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Vendor determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

#### **4. PRODUCT AND PRICING CHANGE REQUESTS**

Vendor may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Contract Administrator. This form is available from the assigned Sourcewell Contract Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and

- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Request Form will become an amendment to this Contract and be incorporated by reference.

## **5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS**

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Vendor understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Vendor is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Vendor's employees may be required to perform work at government-owned facilities, including schools. Vendor's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

## **6. PARTICIPATING ENTITY USE AND PURCHASING**

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Vendor that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Vendor. Typically, a Participating Entity will issue an order directly to Vendor. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration of this Contract; however, Vendor performance,

Participating Entity payment, and any applicable warranty periods or other Vendor or Participating Entity obligations may extend beyond the term of this Contract.

Vendor's acceptable forms of payment are included in Attachment A. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. **ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM.** Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Vendor, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum; the terms of which will be worked out directly between the Participating Entity and the Vendor. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. **SPECIALIZED SERVICE REQUIREMENTS.** In the event that the Participating Entity requires service or specialized performance requirements (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements) not addressed in this Contract, the Participating Entity and the Vendor may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. **TERMINATION OF ORDERS.** Participating Entities may terminate an order, in whole or in part, immediately upon notice to Vendor in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the goods to be purchased;
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements; or
3. Vendor commits any material breach of this Contract or the additional terms agreed to between the Vendor and a Participating Entity.

E. **GOVERNING LAW AND VENUE.** The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

## **7. CUSTOMER SERVICE**

A. **PRIMARY ACCOUNT REPRESENTATIVE.** Vendor will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:



- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. **BUSINESS REVIEWS.** Vendor must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, supply issues, customer issues, and any other necessary information.

## **8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT**

A. **CONTRACT SALES ACTIVITY REPORT.** Each calendar quarter, Vendor must provide a contract sales activity report (Report) to the Sourcewell Contract Administrator assigned to this Contract. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Vendor must submit a report indicating no sales were made).

The Report must contain the following fields:

- Customer Name (e.g., City of Staples Highway Department);
- Customer Physical Street Address;
- Customer City;
- Customer State/Province;
- Customer Zip Code;
- Customer Contact Name;
- Customer Contact Email Address;
- Customer Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Vendor.

B. **ADMINISTRATIVE FEE.** In consideration for the support and services provided by Sourcewell, the Vendor will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Vendor may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Vendor will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Vendor's name and Sourcewell-assigned contract number in the memo; and must be

mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Vendor agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Vendor is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Vendor in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

### **9. AUTHORIZED REPRESENTATIVE**

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Vendor's Authorized Representative is the person named in the Vendor's Proposal. If Vendor's Authorized Representative changes at any time during this Contract, Vendor must promptly notify Sourcewell in writing.

### **10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE**

A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. **ASSIGNMENT.** Neither the Vendor nor Sourcewell may assign or transfer any rights or obligations under this Contract without the prior consent of the parties and a fully executed assignment agreement. Such consent will not be unreasonably withheld.

C. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been fully executed by the parties.

D. **WAIVER.** If either party fails to enforce any provision of this Contract, that failure does not waive the provision or the right to enforce it.

E. **CONTRACT COMPLETE.** This Contract contains all negotiations and agreements between Sourcewell and Vendor. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22, the terms of Articles 1-22 will govern.

F. RELATIONSHIP OF THE PARTIES. The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

### 11. LIABILITY

Vendor must indemnify, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including injury or death to persons or property and attorneys' fees, alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications and operating instructions.

### 12. GOVERNMENT DATA PRACTICES

Vendor and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Vendor under this Contract.

If the Vendor receives a request to release the data referred to in this article, the Vendor must immediately notify Sourcewell and Sourcewell will assist with how the Vendor should respond to the request.

### 13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

#### A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
  - a. Sourcewell grants to Vendor a royalty-free, worldwide, non-exclusive right and license to use the Trademark(s) provided to Vendor by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Vendor.
  - b. Vendor grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Vendor's Trademarks in advertising and promotional materials for the purpose of marketing Vendor's relationship with Sourcewell.
2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to its and their respective distributors, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. *Use; Quality Control.*

- a. Sourcewell must not alter Vendor's Trademarks from the form provided by Vendor and must comply with Vendor's removal requests as to specific uses of its trademarks or logos.
- b. Vendor must not alter Sourcewell's Trademarks from the form provided by Sourcewell and must comply with Sourcewell's removal requests as to specific uses of its trademarks or logos.
- c. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's Trademarks only in good faith and in a dignified manner consistent with such party's use of the Trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. As applicable, Vendor agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Vendor in violation of applicable patent or copyright laws.

5. *Termination.* Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of vendors which may be used until the next printing). Vendor must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. **PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Vendor individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. **MARKETING.** Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Materials should be sent to the Sourcewell Contract Administrator assigned to this Contract.

D. **ENDORSEMENT.** The Vendor must not claim that Sourcewell endorses its Equipment, Products, or Services.

#### **14. GOVERNING LAW, JURISDICTION, AND VENUE**

Minnesota law governs this Contract. Venue for all legal proceedings out of this Contract, or its breach, must be in the appropriate state court in Todd County or federal court in Fergus Falls, Minnesota.

## 15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

## 16. SEVERABILITY

If any provision of this Contract is found to be illegal, unenforceable, or void then both Sourcewell and Vendor will be relieved of all obligations arising under such provisions. If the remainder of this Contract is capable of performance, it will not be affected by such declaration or finding and must be fully performed.

## 17. PERFORMANCE, DEFAULT, AND REMEDIES

A. **PERFORMANCE.** During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Vendor will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Vendor may escalate the resolution of the issue to a higher level of management. A Party will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Vendor must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Vendor fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed will be borne by the Vendor.

B. **DEFAULT AND REMEDIES.** Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

Written notice of default and a reasonable opportunity to cure must be issued by the party claiming default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

## 18. INSURANCE

A. REQUIREMENTS. At its own expense, Vendor must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Vendor will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for Products-Completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Vendor will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance.* During the term of this Contract, Vendor will maintain umbrella coverage over Workers' Compensation, Commercial General Liability, and Commercial Automobile.

Minimum Limits:  
\$2,000,000

Failure of Vendor to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Vendor must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Contract Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Vendor to provide certificates of insurance, in no way limits or relieves Vendor of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Vendor agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Vendor's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Vendor, and products and completed operations of Vendor. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. WAIVER OF SUBROGATION. Vendor waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Vendor or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Vendor or its subcontractors. Where permitted by law, Vendor must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

## 19. COMPLIANCE

A. **LAWS AND REGULATIONS.** All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. **LICENSES.** Vendor must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Vendor conducts with Sourcewell and Participating Entities.

## 20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Vendor certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Vendor declares bankruptcy, Vendor must immediately notify Sourcewell in writing.

Vendor certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Vendor further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

## 21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may also require additional requirements based on specific funding specifications. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Vendor’s Equipment, Products, or Services with United States federal funds.

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing



regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

B. DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148). When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Vendor must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Vendor certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Vendors must file any required certifications. Vendors must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Vendors must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Vendors must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. **RECORD RETENTION REQUIREMENTS.** To the extent applicable, Vendor must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Vendor further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. **ENERGY POLICY AND CONSERVATION ACT COMPLIANCE.** To the extent applicable, Vendor must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. **BUY AMERICAN PROVISIONS COMPLIANCE.** To the extent applicable, Vendor must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. **ACCESS TO RECORDS (2 C.F.R. § 200.336).** Vendor agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents.

L. **PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322).** A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

## **22. CANCELLATION**

Sourcewell or Vendor may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Vendor's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell

DocuSigned by:  
*Jeremy Schwartz*  
C0FD2A139D06489...  
By: \_\_\_\_\_  
Jeremy Schwartz  
Title: Chief Procurement Officer  
Date: 4/28/2021 | 12:24 PM CDT

Approved:

DocuSigned by:  
*Chad Coauette*  
7E42B8F817A64CC...  
By: \_\_\_\_\_  
Chad Coauette  
Title: Executive Director/CEO  
Date: 4/29/2021 | 4:31 PM CDT

The Toro Company

DocuSigned by:  
*Brad Hamilton*  
4B4574B1E1E54C4...  
By: \_\_\_\_\_  
Brad Hamilton  
Title: Group VP  
Date: 4/29/2021 | 4:07 PM CDT

# RFP 031121 - Grounds Maintenance Equipment, Attachments, and Accessories with Related Services

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## Vendor Details

Company Name: The Toro Company  
Does your company conduct business under any other name? If yes, please state: Toro  
Address: 8111 Lyndale Avenue South  
Bloomington, MN 55420  
Contact: Jon Stodola  
Email: jon.stodola@toro.com  
Phone: 612-597-3224  
Fax: 612-597-3224  
HST#: 41-0580470

## Submission Details

Created On: Tuesday January 26, 2021 08:26:53  
Submitted On: Wednesday March 10, 2021 16:49:38  
Submitted By: Jon Stodola  
Email: jon.stodola@toro.com  
Transaction #: a9949e16-696c-4bd0-8278-1f0375b1ebb6  
Submitter's IP Address: 76.113.144.182

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## Specifications

**Table 1: Proposer Identity & Authorized Representatives**

**General Instructions** (applies to all Tables) Sourcwell prefers a brief but thorough response to each question. Please do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; mark "NA" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *
1	Proposer Legal Name (and applicable d/b/a, if any):	The Toro Company
2	Proposer Address:	8111 Lyndale Avenue South Bloomington, MN 55420
3	Proposer website address:	www.toro.com
4	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Brad Hamilton, Group VP 8111 Lyndale Avenue South Bloomington, MN 55420 952-887-8815 Brad.Hamilton@toro.com
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Jon Stodola, Government Contracts Manager 8111 Lyndale Avenue South Bloomington, MN 55420 612-597-3224 Jon.Stodola@toro.com
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	N/A

**Table 2: Company Information and Financial Strength**

Line Item	Question	Response *
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7	<p>Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.</p>	<p>The Toro Company is proud of its legacy of quality and innovation. Founded in 1914 to build tractor engines for The Bull Tractor Company, the company survived the tumultuous years of World War I by building steam steering engines for merchant ships to support the war effort. In 1920, Toro entered the turf industry when it mounted five reel mowers to the front of a Toro tractor to cut the fairways at The Minikahda Club in Minneapolis.</p> <p>We take pride in our responsibility to employees, customers, shareholders and the environment. Since 1914, we have cultivated our reputation around trusted relationships and constant innovation to help anticipate the future needs of our customers. At the same time, we are building on a tradition of excellence around a number of strong brands to help customers care for golf courses, professional contractors, underground construction professionals, groundskeepers, agricultural growers, rental companies, government and educational institutions, and homeowners – in addition to many leading sports venues and historic sites.</p> <p>Over the years, we have strengthened our position as a leading worldwide provider of turf and landscape maintenance equipment, and precision irrigation solutions due in large part to a strong network of distributors, dealers and retailers in more than 125 countries around the world.</p> <p>The Toro Company's Commercial Division employs 14 Regional and District Sales Managers that call directly on customers and Distributors. These resources are located in Arizona, California, Connecticut, Florida, Massachusetts, Montana, Minnesota, Ohio, Virginia, and Ontario Canada.</p> <p>Most customer activity for the Commercial Division products will be with our distributor's sales force of approximately 200 Outside Sales representatives. The resources are located in every state except Alaska. We also have a network of hundreds of Landscape Contractor and Siteworks Systems dealers throughout the US and Canada.</p> <p>All of Toro's Commercial products are shipped from our warehouse in Tomah, Wisconsin to distribution. Distributors' facilities range in size depending on the services offered at the facility such as sales, service, parts, etc. Toro's Commercial Channel of distributors have over 100 offices nationally ranging in size from 10,000 square feet to 150,000 square feet.</p> <p>Our Purpose: To help our customers enrich the beauty, productivity, and sustainability of the land.</p> <p>Our Vision: To be the most trusted leader in solutions for outdoor equipment. Every day. Everywhere.</p> <p>Our Mission: To deliver superior innovation and to deliver superior customer care.</p> <p>For more information, visit <a href="http://www.toro.com">www.toro.com</a>.</p>
8	<p>What are your company's expectations in the event of an award?</p>	<p>Our expectation is that customers will use the Sourcwell value-based contract to purchase Toro and related equipment, in order to achieve their goals of creating and maintaining outstanding grounds and landscapes.</p> <p>We also expect our dedicated distributor/dealer network to support Sourcwell members with superior customer service that aligns with our corporate mission. In doing so, we expect to develop new relationships with Sourcwell members and incrementally grow our sales of Toro and related equipment to government and education customers.</p>
9	<p>Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.</p>	<p>The Toro Company continues to strengthen our position as a leading worldwide provider of innovative solutions for the outdoor environment, including turf, snow, irrigation, and ground-engaging equipment.</p> <p>Through a strong network of professional distributors, dealers, and retailers in more than 125 countries, we proudly offer a wide range of products across a family of global brands to help golf courses, professional contractors, agricultural growers, rental companies, government and education institutions, and homeowners achieve their goals.</p> <p>For fiscal year 2020, The Toro Company achieved nearly \$3.4 billion in net sales (a 7.7% increase over fiscal year 2019), and \$327.7 million in net earnings. See the attached (The Toro Company_Fourth-Quarter and Full-Year Fiscal 2020 Results) for more details.</p> <p>In addition, attached is a summary of Toro's financial condition according to Dunn &amp; Bradstreet (Attachment: BnBi THE TORO COMPANY Feb 19 2021 (002).pdf)</p>

10	What is your US market share for the solutions that you are proposing?	Toro is not able to divulge that information.	*
11	What is your Canadian market share for the solutions that you are proposing?	Toro is not able to divulge that information.	*
12	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No.	*
13	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	<p>The Toro Company would best be described as a manufacture.</p> <p>As such, Toro utilizes our channel partners (distributors/dealers) to provide service and support to our end-user customers.</p> <p>For our Commercial Division, which makes up approximately 90% of our Government Contracts business, we have 26 distributors throughout the United States and Canada with many satellite offices to meet your needs. They have protected territories which allows them to make significant investments in their facilities and people to support the equipment and services they provide. Our distributors and dealers handle the sales, order processing, fulfillment, billing, and all service work associated with Toro products.</p> <p>BOSS Snowplow provides sales and service support through 228 Distributors in the United States and Canada. Within a Distributor protected sales territory they also set up a network of Dealers to quickly and effectively service the customer. Our Distributors and Dealers handle all aspects of the customer experience including sales, ordering, registration, installation, service, and warranty. The attached list of 228 Distributors will provide information on their location, contact, and which BOSS Products they are qualified to support. The BOSS Technical Service and Customer Service Departments provide factory support and training to all Distributors and Dealers and we pride ourselves on providing World-Class service to all levels of customer. Feedback from our Customers and Dealers allows BOSS to continuously improve our product. We communicate these improvements through Service Bulletins, Training Videos, Technical Manuals, and Web-based training.</p> <p>Similar to BOSS, Toro's LCE, SWS, and RESCOM Irrigation divisions provide service and support through a combined network of more than 5,500 dealers/distributors, throughout the United States and Canada.</p> <p>For a complete list of Distributors and Dealers, please reference the attached file (Toro Distributor_Dealer List 2021).</p>	*
14	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	<p>Toro products are designed and built to comply with all applicable voluntary safety and environmental standards, including ISO standards, CE standards, and exhaust and evaporative standards set by the US Environmental Protection Agency (EPA), California Air Resources Board (CARB), and the European Union. Toro products are also tested and certified by outside laboratories to comply with EMC (electromagnetic compatibility) regulatory arrangements.</p> <p>The Toro Company holds a Dealer License (wholesaler) from the State of Minnesota, a Business License from the State of Washington, a manufacturer license from the Arizona Department of Transportation, and a license as a Recreational Product Manufacturer from the Louisiana Motor Vehicle Commission. In addition, The Toro Company is authorized to conduct business in the following states, as well as being incorporate in Delaware: California, Colorado, Florida, Indiana, Iowa, Kentucky, Louisiana, Michigan, Minnesota, Mississippi, Nebraska, Pennsylvania, Rhode Island, Tennessee, Texas, and Wisconsin.</p> <p>Toro distributors and dealers also have the proper licenses and registrations to conduct business in the states/provinces in which they operate.</p> <p>In an effort to achieve our vision of becoming the most trusted leader in solutions for outdoor equipment, Toro requires each of our direct employee and distributor salespeople to complete an extensive and ongoing training program called TSPC (Toro Sales Professional Certification) that focuses on ethical selling practices and professional sales management. We are unique in our industry in requiring this certification of professional standard.</p>	*
15	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	Toro has not been under any suspension or disbarment within the past ten years.	*

**Table 3: Industry Recognition & Marketplace Success**

Line Item	Question	Response *
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<p>16</p>	<p>Describe any relevant industry awards or recognition that your company has received in the past five years</p>	<p>a) Heavy Equipment Guide, Top Product in 2020: The Toro e-Dingo Small machines that rental houses and contractors want for versatile use both indoors and outdoors and in areas with noise and emissions reduction needs are the perfect proving ground for electric equipment. Toro's first electric Dingo, the wheeled e-Dingo 500, is a small machine delivering environmentally friendly performance both indoors and outdoors, and we look forward to seeing more electric compact equipment like it in the coming years.</p> <p>b) Innovative Iron Awards, 2020 – The Toro e-Dingo Selected as a “game-changer” for its zero emissions and lithium-ion battery.</p> <p>c) Rental Equipment Register (RER) – The Toro e-Dingo received the following Innovative Product Awards: Winner in the Earthmoving category, and Silver winner in Overall.</p> <p>d) Rental Magazine 2020 Editor's Choice Award - The Toro e-Dingo. The Rental 2020 Editor's Choice Awards represent the equipment rental industry's best products gaining interest from end-users and rental professionals alike. Rental's editorial staff chose products based on several factors including innovation, utility for the rental market, and audience engagement online at ForConstructionPros.com/Rental</p> <p>e) Innovative Iron Awards, 2019 – The Toro TRX Trencher Selected one of the most innovative products in the equipment classes include all compact equipment, including skid steers, mini excavators, backhoes, telehandlers, tractors, aerial lifts, UTVs, and components like engines, hydraulics, and software.</p> <p>f) Green Industry Pros, Editor's Choice Award, 2019 – The Toro TRX Trencher Chosen for Innovation, Dependability, Audience engagement online at GreenIndustryPros.com, and from end-users and landscape professionals alike.</p> <p>g) Heavy Equipment Guide, Top Product in 2020: The Toro Dingo TXL 2000 As the industry's biggest ride-on utility loader, Toro's Dingo TXL 2000 fits into a smaller class of equipment but has the capability of small skid steers or compact track loaders.</p> <p>h) The Toro Company received the AE50 award for our innovative engineering of the NEW Toro Outcross in Feb. 2019. Awards are presented at ASABE's annual Agricultural Equipment Technology Conference (AETC). The award-winning products are also highlighted in a special issue of ASABE's Resource magazine and given by the American Society of Ag and Biological Engineers.</p> <p>i) The Toro Company is the leading “smart” irrigation products manufacturer, having receiving multiple accolades and awards from the Irrigation Association®, EPA, and others, for their innovative and water-efficient products. Some examples of unique Toro irrigation products include Precision™ Series Spray Nozzles with patented oscillating stream technology that delivers water savings of up to 35 percent when compared to competitive fixed spray nozzles; the T5 RapidSet® ¾” gear-driven rotor and its patent-pending tool-free arc adjustment feature; the cutting-edge EVOLUTION® Series irrigation controller and its multiple wireless add-on devices that enable performance advances, such as web connectivity, soil moisture sensing, and automatic weather-based schedule adjustments; and a full line of drip irrigation products, such as DL2000™ dripline and its patented ROOTGUARD® technology that allows it to be buried below ground to virtually eliminate the water waste seen through evaporation and runoff.</p> <p>j) The Toro GrandStand MULTI FORCE was a new product award winner in the May/June 2016 issue of Landscape and Irrigation's “Twenty for 2016 New Product Awards”. The award recognizes the GrandStand MUTLI FORCE as one of the standout new products to hit the market in 2016, based on innovation and application within the market. Endure</p> <p>k) The Toro Company received the Gold Medal for Innovation, awarded to the Toro Reelmaster 5010-H at demopark+demogolf 2015.</p>
<p>17</p>	<p>What percentage of your sales are to the governmental sector in the past three years</p>	<p>As we are a publicly-traded Company, Toro considers information about our customers confidential. However, below is a representation of The Toro Company revenue for fiscal year 2020 by market segment and geographic location.</p> <p>Net Sales By Segment: Professional 75% / Residential 24% / Other 1% Net Sales By Product: Equipment 88% / Irrigation 12% Net Sales By Geographical Location: US 80% / International 20%</p>
<p>18</p>	<p>What percentage of your sales are to the education sector in the past three years</p>	<p>As we are a publicly-traded Company, Toro considers information about our customers confidential.</p>

19	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	a) NASPO ValuePoint Contracts - AK, HI, KS, KY, ME, MO, NE, NIM, RI, SD, VA, WI b) Toro held State Contracts - AR, DE, NY, OH c) Toro Distributor held State Contracts - CA, GA, IA, IL, LA, MA, MD, MN, MS, NC, OK, OR, PA, SC, TN, UT, WA d) Cooperative Contracts - OMNIA Partners, Kinetic GPO  As we are a publicly-traded company, the detailed sales information you are requesting is considered confidential.	*
20	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	a) GSA Contract : GS-06F-0012R – Schedule 51v - Kansas City b) GSA Contract : GS-07F-5432R – Schedule 78 – Philadelphia  As we are a publicly-traded company, the detailed sales information you are requesting is considered confidential.	*

**Table 4: References/Testimonials**

Line Item 21. Supply reference information from three customers who are eligible to be Sourcwell participating entities.

Entity Name *	Contact Name *	Phone Number *	
Ramsey County Parks - Goodrich Golf Course	Charlie Miller, Superintendent	651-784-2500	*
City of Minneapolis Parks and Recreation Department	Dale Walker, Fleet Manager	612-313-7772	*
City of Lakeville Parks	Mark Kruse, Supervisor	952-985-2720	*

**Table 5: Top Five Government or Education Customers**

Line Item 22. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
Confidential	Government	California - CA	Golf, Turf & Landscape Equipment & Irrigation	Various mix of mowers, vehicles, specialty equipment, and irrigation components valuing \$500-\$600K	\$5M - \$6M	*
Confidential	Government	California - CA	Golf, Turf & Landscape Equipment & Irrigation	Various mix of mowers, vehicles, specialty equipment, and irrigation components valuing \$300-\$600K	\$3M-\$4M	*
Confidential	Government	Nevada - NV	Golf, Turf & Landscape Equipment	Various mix of mowers, vehicles, specialty equipment valuing \$350-\$850K	\$2.5M-\$3M	*
Confidential	Government	Wisconsin - WI	Golf, Turf & Landscape Equipment	Various mix of mowers, vehicles, specialty equipment valuing \$250-\$400K	\$2.5M-\$3M	*
Confidential	Government	Colorado - CO	Golf, Turf & Landscape Equipment	Various mix of mowers, vehicles, specialty equipment valuing \$150K-\$1M	\$1M-\$1.5M	*

**Table 6: Ability to Sell and Deliver Service**

Describe your company’s capability to meet the needs of Sourcwell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *
23	Sales force.	Toro has a national sales team of more than 50 Regional and District Sales Managers that represent our Commercial, Landscape Contractor, Irrigation, Siteworks Systems, and BOSS products across the United States and Canada. These representatives are assigned to various distributors and dealers to provide training, programming, and strategy for initiatives such as this one with Sourcewell.
24	Dealer network or other distribution methods.	<p>Most of our distributors and dealers are privately-owned companies that are the connection between Toro and the end-user customer. The sales managers of these companies will manage a team of representatives responsible for selling and marketing Toro products. Every area of the United States and Canada has a representative assigned for sales coverage from one of our distributors/dealers. We have included a listing of these distributors/dealers with this proposal. See Distributor_Dealer List 2021 attached.</p> <p>All of Toro's Commercial products are shipped from our warehouse in Tomah, Wisconsin to distribution. Distributors' facilities range in size depending on the services offered at the facility such as sales, service, parts, etc. Toro's Commercial Channel of distributors have over 100 offices nationally ranging in size from 10,000 square feet to 150,000 square feet.</p> <p>In addition, Toro has thousands of local dealers that represent Landscape Contractor products, Irrigation, Siteworks Systems, and Boss snow removal equipment throughout the US and Canada.</p>
25	Service force.	<p>Toro utilizes our channel partners to provide service and support to our end-user customers. For our Commercial division, we have 26 distributors in the United States and Canada with many satellite offices to meet your needs. All distributors maintain a service parts fulfillment operation and carry A, B, and C moving parts to ensure they are positioned to respond to their customer service needs. Additionally, they also maintain service facilities staffed with full-time technicians to provide services in the area to meet Toro's service level objective of 9+ in Overall Satisfaction. They have protected territories which allows them to make significant investments in their facilities and people to support the equipment and services they provide.</p> <p>The Toro Company provides on-going technical training (on-line and in-person) to our channel partners ensuring the service technicians have the technical knowledge and aptitude to support advanced technology. The Toro company also provides centralized and advanced technical assistance and support to our distributor operations teams. This includes troubleshooting equipment issues, providing updates to equipment, issuing service bulletins, working through warranty issues, implementing performance standards and measurements, providing on-site support when needed for product quality concerns, and developing action plans for improvement. We have processes in place to help our channel partners exceed the needs of our customers developed through our 100 years of experience. These include monitoring our customer's opinion of their service experience and developing improvements as necessary to achieve Customer Satisfaction Index scores above 9.</p>
26	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	<p>The Toro Commercial Customer Care group operates a Voice of Customer program in North America that focuses on the end-customer service experience. Commercial distributors provide Toro their completed customer repair orders for the week or month then Toro contracts an independent 3rd party to complete customer experience surveys. The insights gained are used to correct processes and provide additional resources as we collectively strive to maintain a 9+ overall customer satisfaction index, which is above industry standard. See attached labeled (Question 26) Graphs) for rolling 12-month performance. These metrics along with additional operational metrics are factored into a distributor's overall annual performance rating which has specific incentives tied to it.</p> <p>Distributor response time:</p> <p>Response time is dependent on many factors but generally, our distributor partners respond to a customer call or email immediately and determine an agreeable time to service the equipment. Most distributors have field service capabilities that allow service work at the customer's site. Toro Commercial Customer Care measures our distributor on two performance metrics specific to service repair turnaround time and their ability to respond and repair a customer service issue in 6 calendar days or less.</p>

27	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	<p>As described in response to our reach and capabilities, Toro has the ability to fully support the needs (products and service) of public agencies throughout the US.</p> <p>As independent companies, our distributors/dealers have the ability to choose whether or not they participate in the Sourcewell agreement. However, Toro strongly encourages our distributors/dealers to participate in the Sourcewell agreements and provides financial support for those who do. Furthermore, most of our dealers and all of our Commercial distributors see the value of simplifying the buying process and encourage their customers to use the agreement.</p>	*
28	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	<p>As described in response to our reach and capabilities, Toro has the ability to fully support the needs (products and service) of public agencies throughout Canada.</p> <p>As independent companies, our distributors/dealers have the ability to choose whether or not they participate in the Sourcewell agreement. However, Toro strongly encourages our distributors/dealers to participate in the Sourcewell agreements and provides financial support for those who do. Furthermore, most of our distributors/dealers see the value of simplifying the buying process and encourage their customers to use the agreement.</p>	*
29	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	Toro has the ability to serve all geographic areas in the US and Canada through our distributor and dealer networks.	*
30	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	Toro has the ability to serve all participating entity sectors in the US and Canada through our distributor and dealer networks.	*
31	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	<p>Participating entities in Hawaii, Alaska, US Territories, and Canada may be subject to additional freight charges. Any additional freight charges would be provided prior to purchase as a pass-through cost and included in the customer quote.</p> <p>Due to a difference in the buying structure and fluctuation in the US/Canada exchange rate, a separate price structure will be established for Canadian customers. Please reference pricing documents for details.</p>	*

**Table 7: Marketing Plan**

Line Item	Question	Response *
32	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	<p>a) The Toro Company will release a Distributor Operating Bulletin (DOB) to its channel partners, endorsed by the executive sponsor Grant Young, General Manager, Commercial announcing the new award which will be incorporated into the Commercial Division Program Manual used by distribution. Additionally, Toro University hosts monthly webcasts and other training events where the contract will be discussed. We have been training and implementing government contracts with our distributor and dealer partners for many years. If we are awarded the Sourcewell contract, we will continue to employ many different techniques to provide training. Initially, we will train the Toro sales and marketing team responsible for this implementation. We will provide PowerPoint presentations to our distributors/dealers that are co-authored by Toro and Sourcewell. We will implement individual conference calls by distributor to review the contract, discuss the benefits to the customer and the distributor, and answer questions.</p> <p>b) The Toro sales and marketing team will make sales calls with our channel partners to our end users to discuss this contract and sign up new users. Our marketing department will create specific documents that provide our distributors and customers with an overview of the contract and the benefits to them. These marketing pieces will be made available to all of our distributors and will be used at local and national trade shows. As part of the ongoing training process, Toro representatives will drive participation in local and regional trade shows and conferences with our distributors where we model the selling of this contact to customers.</p> <p>c) We will continue to train our sales force and engaging the resources we need to assure the success of this contract.</p> <p>See the attached (Toro Marketing Samples) file for examples.</p>
33	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	The Toro Company uses a variety of technologies to communicate with customers and to deliver relevant and meaningful content in a timely fashion. The goal of these Marketing initiatives ranges from driving basic awareness of our brand and products to driving increasing levels of engagement relating to learning about the features, advantages, and benefits of each product we sell. From websites, eNewsletters, email messaging, and videos to Social Media postings and beyond, Toro uses a wide range of tools – digital and analog - to generate interest in and drive leads to our distributor channel partners who sell and support our products locally.
34	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	<p>a) The Toro Company's expectations of Sourcewell's role in promoting the contract would include; jointly publishing a press release announcing the award, deployment of an eBlast to the Sourcewell membership announcing the new contract, and/or announcing it on the Sourcewell social media channels, updating The Toro Company contract on the Sourcewell website, and that Sourcewell would promote the contract at the appropriate industry trade shows and forward any inquires directly about The Toro Company to Toro in order for The Toro Company to convert that inquire into a sale.</p> <p>b) Regarding the integration into our sales process, and beyond those referenced in response to question (32), Toro has made the Sourcewell agreement a standard part of our onboarding training for internal and distributor/dealer personnel. As part of our discovery process with government and non-profit agencies, we are identifying and encouraging the use of the Sourcewell agreement. Our distributors/dealers see the value of the Sourcewell agreement for their organization by simplifying the buying process, and for their customers (end-users) by offering competitive pricing and simplifying the buying process on their end. A Toro/Sourcewell co-branded flier is used to highlight the benefits of the agreement and used by distributor/dealer personnel during customer calls and industry events. See the (Toro Marketing Samples) attachment for an example of the co-branded flyer.</p>
35	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	No

**Table 8: Value-Added Attributes**

Line Item	Question	Response *
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<p>36</p>	<p>Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.</p>	<p>All new and used equipment delivered to the customer includes one-on-one or group training provided by the salesperson and service staff. Their distributor salesperson can discuss these offerings as they are made available by The Toro Company. Local training is offered by each of our distributors and the educational content varies depending on the end user's needs. Group training may be offered as well. Dates and cost of training vary from year to year. Certificates of completion are issued to each attendee after completion of training classes.</p> <p>Operator safety training for all products are offered: online at Toro.com and a digital operator manual is provided with each new piece of equipment.</p> <p>Safety Video:  <a href="https://www.toro.com/en/customer-support/education-and-tech-reference/operator-training">https://www.toro.com/en/customer-support/education-and-tech-reference/operator-training</a></p> <p>The Toro Company also offers in-depth factory training at a reasonable cost to the end-user. This training takes place at Toro's World Headquarters in Bloomington, MN. The dates vary year by year. Topics include the following:</p> <ul style="list-style-type: none"> <li>- Cutting Unit Technology: Cutting unit set-up and adjustments</li> <li>- Traction Units: Electronic and hydraulic systems diagnostics, troubleshooting, and testing</li> <li>- Tier4 Engine Systems: Overview of why and how they work</li> <li>- Spray Systems: Components, operation, and calibration</li> <li>- Toro Reel Cutting Units: How they really work</li> <li>- Open forum with engineering and other product experts</li> <li>- Diagnostics, InfoCenters, and more!</li> </ul> <p>Additional training and reference materials found on Toro.com or in myTurf@toro.com</p>
<p>37</p>	<p>Describe any technological advances that your proposed products or services offer.</p>	<p>★ = Toro exclusive features</p> <p>GR3360/3370  Greensmaster eTriFlex models carry no hydraulic fluid and utilize all-electric components for traction, steering, lift, and cutting.</p> <ul style="list-style-type: none"> <li>- All-Electric Traction, Steering, Lift &amp; Reel Control – No onboard hydraulic fluid eTriFlex Models:</li> <li>- Engine/Generator Model, with Battery Assist Technology and up to 20% fuel savings. Constant 2,400 rpm and shrouded engine for amazingly quiet operation</li> <li>- Lithium-Ion Battery Model, 48-Volt virtually silent operation</li> <li>- ★ Radius Dependent Speed (RDS) System for Optimal Perimeter Cut</li> <li>- Advanced Cutting Performance</li> <li>o Double A-Arm ★ plus Link-System Suspension for superior contour-following</li> <li>o ★ Industry-leading Flex™ technology and DPA cutting units for easy adjustment and precision</li> <li>o ★ Lift-In-Turn feature combined with RDS provides a consistent cleanup cut</li> <li>- Highly Productive and Versatile</li> <li>o ★ "Slow-in-Turn" feature minimizes turf scrubbing that can occur during turn arounds</li> <li>o ★ Tool-Free, Quick-Change cutting units</li> <li>o ★ Lift-Gate Footrest for easy access to the center cutting unit</li> </ul> <p>Greensmaster Walk greens mowers (flex &amp; fixed head)</p> <ul style="list-style-type: none"> <li>- ★ Flex Suspension with proven Dual Precision Adjustment (DPA) Cutting Unit technology</li> <li>- Multiple, easy to configure clip rate settings</li> <li>- ★ Telescoping loop handle design with combined operational and safety bail</li> <li>- Operational bail allows slowing down or a complete stop in tight turns without disengaging traction</li> <li>- ★ Rubber-mounted handle to reduce oscillation motion from walking for cutting consistency</li> <li>- No greasing requirement and modular designs for labor-saving maintenance</li> <li>- Excellent balance for superior tracking and easy turnaround</li> <li>- ★ Tool-free cutting unit removal</li> </ul> <p>Toro exclusive PX Hydraulic Fluid is another great innovation from Toro. This new premium hydraulic fluid performs better and lasts longer than conventional fluids. This means your equipment will run more smoothly and require fewer hydraulic fluid changes saving you time and money – up to 71%. Most 2019 and newer Toro commercial equipment come factory filled with Toro PX Hydraulic Fluid and have change intervals twice as long as previously...up to 2000 hours!</p> <p>EdgeSeries Reels+™ replacement reels take performance to the next level with bearings and seals already installed on the reel. Available for Toro riding and walk Greensmaster® and Reelmaster® mowers, EdgeSeries Reels+ are designed for longer life with less maintenance—all while delivering a phenomenal quality of cut.</p> <p>myTurf Pro is a powerful and easy-to-use, application that seamlessly connects your assets and your maintenance program, regardless of brand. Provide your team with the tools to become more efficient by automating routine tasks, easily ordering parts, managing</p>

maintenance assignments, and tracking task completion. "At a glance" overviews keep you informed of asset status.

#### Toro Genuine Parts

Reliability – Most local distributors deliver parts within 24 hours. Toro backs this promise with 48-hour delivery support

Toro MVP kits - Toro provides Maintenance Value Performance (MVP) Kits for many common maintenance jobs, including filter change kits, hydraulic hose replacement kits, cutting unit overhaul kits, roller rebuild kits, and more. All the required parts are included in a single package to make ordering and completing the job easier and less expensive. Whether you are rebuilding rollers, replacing hydraulic hoses, or overhauling your cutting units, Toro MVP Kits make it simple to order all the necessary parts for the job

DPA Cutting Units with all-new EdgeSeries™ Reels for Improved Greens & Fairways - EdgeSeries innovations include – longer-lasting - materials, even more precise manufacturing techniques, and well-researched design changes to both the reel and bedknife geometry that come together to provide an outstanding quality of cut with less maintenance.

#### Groundsmaster 3200/3300

The innovative tilt-up deck design making blade maintenance and deck cleaning simple. Additionally, all engine maintenance points are easily accessible. Enhanced climbing and hillside stability – CrossTrax all-wheel drive is based on the innovative Toro Series/Parallel™ design. If one of the front tires begins to slip, power is transferred to the opposite rear tire for optimum traction. Heavy-duty, 7-gauge steel decks with a front bullnose and side bumpers paired with the industry's toughest spindle assembly for extended product life. INFOCENTER™ CONTROL PANEL Real-time information delivered to the operator's fingertips for ultimate control.

#### Outcross 9060

Don't mistake the Outcross 9060 for the agricultural tractors often found on golf courses and sports fields. It is not a tractor! The Outcross 9060 does all the work of a tractor AND a super-duty utility vehicle without the headaches often associated with operating each in turf maintenance applications. Outcross's 4-wheel steering makes it highly maneuverable, stable, and extremely turf-friendly. Its electronically-controlled traction drive and low center of gravity help it traverse side hills and challenging terrain. The Outcross 9060 has a hydrostatic drive system, eliminating the need for an operator who is proficient with the complicated controls and shifting commonly associated with a traditional tractor. Simply select forward or reverse, and drive! Pre-set parameters and programable "guardrails" ensure the operator is productive while keeping them from operating outside the manager's specifications. Simple one-action operation of complicated attachments, such as an aerator, keeps the operator focused on the task at hand. Cruise control, shuttle shifting, a passenger seat, and intuitive controls add to the ease-of-use and efficiency. Save money by maintaining one machine instead of two or three. Spread fertilizer and seed more accurately to reduce waste. With three-point, drawbar, bed, and loader capabilities, productivity comes standard. Outcross owners can mow grass, spread fertilizer, load sand, haul a pallet of sod, aerate, top dress, remove snow and ice, blow leaves, prune roots, spread seed, tow a trailer, sweep a path, chop wood, and much, much more.

<p>38</p>	<p>Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.</p>	<p>Sustainability is not a new concept for The Toro Company. It is deeply rooted in our purpose - to help our customers enrich the beauty, productivity and sustainability of the land.</p> <p>At our corporate website we have full details of our Sustainability initiative, which is more comprehensive than a policy. Please see:  <a href="https://www.thorocompany.com/sustainability/sustainability-endures">https://www.thorocompany.com/sustainability/sustainability-endures</a></p> <p>Alternative power, smart-connected products, and autonomous technologies are important areas of focus for us. For example, our Reelmaster® 5010-H and Greensmaster® eTriFlex™ hybrid mowers provide fuel savings over comparable mowers, plus they reduce noise levels and operating costs for our customers. In addition, the new e-Dingo is designed to provide customers with the ability to work indoors with zero emissions and lower noise pollution. We also recently established a new technology acceleration center, which is designed to support our development of smart-connected technologies.</p> <p>Key sustainability initiatives and accomplishments include:</p> <ul style="list-style-type: none"> <li>• Deepening commitment to diversity, equity, and inclusion. In addition to designating DEI as part of the formal responsibilities within Toro's human resources team, the company is broadening the lens from workforce and workplace practices to seeking out synergies with supplier management practices and philanthropic giving.</li> <li>• Employee health and safety is a paramount value of Toro. Toro implemented a comprehensive environmental, health and safety data management system to help drive engagement and increased transparency for proactive safety performance. Toro saw reductions in both its total recordable injury and lost workday rates during fiscal 2020.</li> <li>• Impacting our communities and smallholder farmers in developing countries. As part of its Land. Water. Thrive. philanthropic initiative and employee immersion experience, Toro partnered with iDE to work with smallholder farmers in Honduras to better understand their irrigation practices to help develop drip systems and water storage solutions that are affordable, sustainable, and meet the needs of both growers and their communities.</li> <li>• Continued focus on water stewardship. Toro was recognized by the U.S. Environmental Protection Agency with the WaterSense Excellence Award for its dedication to water management innovation and education, marking the fifth consecutive year that it has received the prestigious award.</li> <li>• Improving operational efficiency. Toro began its journey to implement a new energy management system to better access site energy consumption and resource efficiency at its production facilities. The new system provides real-time access to data with analytics to identify key performance trends and opportunities for operational efficiency, as well as energy and environmental impact reduction.</li> <li>• Energy-efficient technologies. With a focus on energy efficiency and developing sustainable solutions, Toro introduced several products to further expand its alternative power offerings. Examples include a new line of 60V lithium-ion products for homeowners, the Greensmaster eTriFlex hybrid riding greens mower, and the all-electric e-Dingo 500 compact utility loader.</li> <li>• In Australia Toro refreshed its product packaging and received an "advanced" classification in a recent audit of sustainable packaging activities undertaken by the Australian Packaging Covenant, a government body.</li> <li>• We participate in a "closed loop" recycling partnership in CA with Revolution Plastics; this recycles our drip irrigation materials. In the first six months of the program, 381,000 pounds of materials were recycled.</li> <li>• Toro has replaced its printed operator manuals with online guides, in order to improve comprehension and reduce paper usage.</li> <li>• Our Hammerhead business introduced "Cured-in-Place Pipes" whereby aging pipes are repaired with a revolutionary blue-light LED system. Repairing rather than replacing extends the life of existing pipe networks and reduces overall landfill waste.</li> </ul> <p>Other sustainability-related awards include:</p> <ul style="list-style-type: none"> <li>- Wyland National Mayor's Challenge for Water Conservation Co-Sponsor</li> <li>- Urban Park Innovation Award</li> <li>- 2019 Everyday Hero Award</li> <li>- ISO 14001:2004 compliant</li> </ul>
<p>39</p>	<p>Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.</p>	<p>The battery chargers we use for our electric products meet the California Energy Commission (CEC) energy efficiency standards and are labeled with the "BC" mark. They also meet the U.S. DOE and NRCAN energy efficiency standards.</p>



40	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	The Toro Company does not qualify for a WMBE, SBE, or Veteran owned business. However, most of our distributor/dealer partners are designated Small Businesses and several are Woman and/or Minority owned.	*
41	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	Toro is unique in the breadth of products it can offer through its comprehensive distributor/dealer network to Sourcewell members under this contract. Sourcewell members will be able to obtain, from a single Toro distributor/dealer, utility vehicles, rotary mowers, reel mowers, turf cultivation, walk-behind trenchers, ride-on vibratory plows, irrigation products, synthetic turf grooming equipment, and a variety of turf renovation, tree care, compaction, concrete, and masonry equipment. This wide range of products available from a single dealer provides Sourcewell members that varying equipment needs with the extra efficiency of working with a single, knowledgeable dealer.  As an organization, Toro is focused on providing and developing Turf specific products. Toro is unique in its focus and support of the Turf Industry.	*

**Table 9: Warranty**

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
42	Do your warranties cover all products, parts, and labor?	As a product owner, the Sourcewell member is responsible for required maintenance and adjustments stated in the Operator's Manual. Failure to perform required maintenance and adjustments can be grounds for disallowing a warranty claim.  When a warrantable condition exists, an authorized Toro distributor or dealer will repair the Product at no cost to the Sourcewell member, including applicable diagnosis, labor, and parts, excluding the following: <ul style="list-style-type: none"> <li>- Product failures which result from the use of non-Toro replacement parts, or from installation and use of add-on or modified non-Toro branded accessories and products. A separate warranty may be provided by the manufacturer of these items.</li> <li>- Product failures which result from failure to perform recommended maintenance and/or adjustments. Failure to properly maintain the Toro product per the Recommended Maintenance listed in the Operator's manual can result in claims for warranty being denied.</li> <li>- Product failures which result from operating the Product in an abusive, negligent, or reckless manner.</li> <li>- Parts subject to consumption through use unless found to be defective.</li> </ul> Examples of parts that are consumed, or used up, during normal Product operation include, but are not limited to, brake pads and linings, clutch linings, blades, reels, rollers and bearings (sealed or greaseable), bed knives, spark plugs, castor wheels and bearings, tires, filters, belts, and certain sprayer components such as diaphragms, nozzles, and check valves, etc. <ul style="list-style-type: none"> <li>- Failures caused by outside influence. Including, but not limited to, weather, storage, practices, contamination, use of unapproved fuels, coolants, lubricants, additives, fertilizers, water, or chemicals, etc.</li> <li>- Failure or performance issues due to the use of fuels (e.g. gasoline, diesel, or biodiesel) that do not conform to their respective industry standards.</li> <li>- Normal noise, vibration, wear and tear, and deterioration.</li> <li>- Normal "wear and tear" includes, but is not limited to, damage to seats due to wear or abrasion, worn painted surfaces, scratched decals or windows, etc.</li> </ul>	*
43	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Yes. The standard commercial equipment warranty covers the equipment for two years or 1500 operational hours, whichever comes first.	*
44	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Travel time and mileage of Toro Authorized distributor and dealer service personnel to diagnose and perform warranty repairs are covered by Toro, up to 1,000 total miles per claim.	*

45	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	Toro can provide warranty repair for all geographic areas in the US and for all Canadian Provinces through our authorized distributor and dealer networks.	*
46	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	Non-Toro brand attachments are not covered under Toro's Commercial warranty but the service can be provided by Toro distributors.	*
47	What are your proposed exchange and return programs and policies?	New, unused, uninstalled items are eligible for return or exchange and subject to a 15% restocking fee. In addition, any charges associated with return shipment from the returnee's specified location to a Toro distribution center will be the responsibility of the returnee. Used or installed items cannot be returned or exchanged. New, uninstalled Parts are to be returned at customer's expense within 90 days of purchase.	*
48	Describe any service contract options for the items included in your proposal.	Our distributors may offer a variety of maintenance programs depending on the need of the customer. These range from Time and Materials type services, Preventive maintenance contracts, Full-Service maintenance contracts that include preventive maintenance and repairs. These programs are priced based on the specific needs of the customer, equipment age, and condition. The distributor can provide pricing for these programs on a local level.  Toro has also developed a Web-based Asset Maintenance Management system called myTurfPro offering both free and subscription-based services.	*

**Table 10: Payment Terms and Financing Options**

Line Item	Question	Response *
49	What are your payment terms (e.g., net 10, net 30)?	Standard payment terms are 0% 30 days for cash/check payments and EFT payments. *
50	Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use in order to make certain acquisitions?	<p>Multiple leasing and financing options are supported by Toro and available from Toro distributors and dealers.</p> <p>Tax-exempt financing and leasing is a tool that municipalities can use to spread the cost of capital equipment acquisitions over the life of the assets being financed. Toro has partnership agreements in the US with two different finance companies, PNC Equipment Finance and TCF Equipment Finance. Because of these relationships, we have developed documents to help streamline the process for our tax-exempt customers. This includes the credit application, approval, and non-appropriation language. This nationwide team of finance professionals has an in-depth understanding of tax-exempt financing.</p> <p>Based on tax-exempt pricing (\$1 purchase option at end of lease term), the monthly lease rate is indexed to a spread not to exceed 470 basis points (BPS) over the like term US treasuries. Individual transaction pricing will be priced to the market based on specific transaction details.</p> <p>For Fair Market Value (FMV) leases, terms from three to five years will be available. The monthly payments will not exceed 3.5% of the award price (at 600 hours per year of use). Alternative hours and payment terms (skip pays, annual pays, etc.) can be quoted by one of our financing partners. At the end of the lease (assuming all terms and conditions of the lease have been met), the equipment may be returned (subject to turn-in requirements identified in the lease documents), renewed for an additional time, on mutually agreeable terms between the parties, or purchased at the then, fair market value of the equipment.</p> <p>In Canada, Toro's distributors hold direct relationships with financial institutions.</p> <p>As for LCE equipment, various additional special finance options are available through Toro's finance partners including, stated value and municipal lease options as well as no interest and low-interest fixed-term loans. For current offers, visit <a href="http://www.toro.com/finance">www.toro.com/finance</a>.</p>
51	Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell participating entities' purchase orders.	<p>Sourcewell members will submit purchase orders directly to an authorized Toro distributor/dealer.</p> <p>Sourcewell members can contact Toro directly to verify a specific dealer and/or pricing provided by our local distributor/dealers. Sourcewell members may also confirm their authorized distributor/dealer online at <a href="http://www.toro.com/locator">www.toro.com/locator</a>.</p> <p>Toro will encourage and incent our authorized distributors/dealers to participate in the Sourcewell contract and provide contract pricing to Sourcewell members at the agreed-upon prices.</p> <p>Toro distributors/dealers supporting the Sourcewell contract will receive rebates from Toro for equipment sold under the Sourcewell contract to Sourcewell members. Toro distributors/dealers will be required to submit documentation to ensure compliance with the contract in order to receive their rebates. This information will be shared with Sourcewell directly from Toro on a quarterly basis, or as requested by Sourcewell. Toro has an impeccable track record of providing this information accurately and on time since the beginning of our first contract. We understand the importance of transparency and accurate reporting for Sourcewell, and for our customer agencies.</p>
52	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Most of Toro's authorized distributors/dealers are able to accept P-card procurement and payments. Additional fees may apply to purchases made using p-card procurement. *

**Table 11: Pricing and Delivery**

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *
53	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	<p>For the contiguous United States, our pricing model is a discount off US MSRP that includes freight charges to the customer's dock.</p> <p>For Hawaii, Alaska, and US Islands, the discount structure is the same (discount off US MRSP) but freight is not included in the price. Freight will be determined at the time of the sale by the distributor/dealer.</p> <p>For Canada, the pricing model is our US MSRP multiplied by the exchange rate at the time of order (exchange rate based on the monthly average published rate at that time according to the Bank of Canada – Monthly Exchange Rate). This creates a new MSRP for Canada and then the discount off that price is applied.</p> <p>Bank of Canada – Monthly Exchange Rate  <a href="https://www.bankofcanada.ca/rates/exchange/monthly-exchange-rates/">https://www.bankofcanada.ca/rates/exchange/monthly-exchange-rates/</a></p>
54	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	<ul style="list-style-type: none"> <li>• Toro Commercial products: 22% off current US MSRP</li> <li>• Bullseye Products: 5% off current US MSRP</li> <li>• Toro Landscape Contractor Equipment (LCE): 27% off current US MSRP</li> <li>• Toro Landscape Contractor SNOW Equipment (LCE SNOW): 20% off current MSRP</li> <li>• Toro Golf Irrigation: 40% off current US MSRP</li> <li>• Toro Residential Commercial Irrigation: 40% off current US MSRP</li> <li>• Irritrol Irrigation Wholefoods, Attachments and Accessories: 40% off current US MSRP</li> <li>• Rainmaster Irrigation Wholegoods (RA): 35% off current US MSRP</li> <li>• Rainmaster Irrigation Parts (RB): 0% off current US MSRP</li> <li>• Sentinel Irrigation Wholegoods: 35% off current US MSRP</li> <li>• Large Commercial Rotors: 15% off current US MSRP</li> <li>• Site Works Systems (SWS) Equipment: 17% off current US MSRP</li> <li>• Ventrac Products: 12% off current US MSRP</li> <li>• Toro BOSS Snow Removal Products: 25% off current US MSRP</li> <li>• Used and Demonstrator equipment: pricing will be set by the distributor/dealer based on product condition, age, hours, etc.</li> <li>• Third-party attachments: distributors/dealers will set the price but will not exceed the list price and may include setup and freight charges.</li> </ul>
55	Describe any quantity or volume discounts or rebate programs that you offer.	Toro authorized distributors/dealers understand these are ceiling prices and may choose to provide additional discounts based on unit quantity or total purchase volume..
56	Propose a method of facilitating “sourced” products or related services, which may be referred to as “open market” items or “nonstandard options”. For example, you may supply such items “at cost” or “at cost plus a percentage,” or you may supply a quote for each such request.	Toro authorized distributors/dealers may provide third-party equipment that attaches to Toro products. These products will be priced no higher than that products List Price. Freight and set-up fees may also apply to these products.
57	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	We have identified the pricing and potential cost variations in items 53, 54, 55, and 56.
58	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Shipping charges for Toro equipment outside the contiguous United States are not covered as part of the product price. The Sourcewell members outside this area will be invoiced only for the actual costs of freight and delivery which can be provided at the time of order. Shipping costs will also be added for any third-party attachments purchased for Toro products.

59	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	<p>For Hawaii, Alaska, and US Islands, the discount structure is the same (discount off US MRSP) but freight is not included in the price. Freight will be determined at the time of the sale by the distributor/dealer.</p> <p>For Canada, the pricing model is our US MSRP multiplied by the exchange rate at the time of order (exchange rate based on the monthly average published rate at that time according to the Bank of Canada – Monthly Exchange Rate). This creates a new MSRP for Canada and then the discount off that price is applied.</p> <p>Bank of Canada – Monthly Exchange Rate  <a href="https://www.bankofcanada.ca/rates/exchange/monthly-exchange-rates/">https://www.bankofcanada.ca/rates/exchange/monthly-exchange-rates/</a></p>	*
60	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Most products will be shipped from a distributor/dealer to the customer, but many of the products in the Landscape Contractor Equipment or Irrigation divisions may be available at the distributor/dealer location and may be picked up on-site.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
61	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	The pricing in our proposals is one of the most aggressive pricing structures offered to GPOs, cooperative procurement organizations, or state purchasing departments as a result of the reach and value provided by Sourcewell.

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
62	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell.	The Toro Company will be paying all administration fees to Sourcewell for sales on this contract. Toro distributors/dealers supporting the Sourcewell contract will receive rebates from Toro for equipment sold under the Sourcewell contract to Sourcewell members. Toro distributors/dealers will be required to submit documentation to ensure compliance with contract in order to receive rebate. Additionally, Toro may contact Sourcewell members purchasing Toro product under the Sourcewell cooperative purchasing contract to ensure member satisfaction. For our Commercial products we have a pricing system that allows our distributors to choose the Program pricing they need. We will have the Sourcewell pricing established in this system for them to select, and verification against this system will be used during the rebating process.
63	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	Toro agrees to pay administrative fees to Sourcewell in the amount of 1.5% of all sales of whole goods and accessories, less freight, shipping, and set-up costs, associated with this contract.

**Table 14A: Depth and Breadth of Offered Equipment Products and Services**

Line Item	Question	Response *
64	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	<p>Toro offers a full line of irrigation, synthetic turf maintenance, and mowing equipment from 21" rotary mowers to rotary mowers with up to 16' width of cut, reel mowers, aeration equipment, sprayers, debris removal equipment, material handling, greens rollers, zero-turn mowers, four-wheel steer mowers, snow removal attachments, compact utility loaders, and utility vehicles to meet the needs of any golf course, park, sports field, or general grounds maintenance.</p> <ul style="list-style-type: none"> <li>• SPORTS FIELDS AND GROUNDS EQUIPMENT Toro offers a complete and comprehensive line of new unused Sports Fields and Grounds Equipment of the latest design and technology to include, but not limited to, mowing equipment, utility vehicles, spraying equipment, irrigation products, turf cultivation equipment, and synthetic maintenance equipment.</li> <li>• GOLF COURSE MAINTENANCE EQUIPMENT Toro offers a complete and comprehensive line of new unused Golf Course Maintenance Equipment of the latest design and technology to include, but not be limited to, mowing equipment, utility vehicles, spraying equipment, renovation and utility equipment, turf cultivation equipment, and irrigation equipment.</li> <li>• RELATED EQUIPMENT PARTS Toro provides a complete and comprehensive line of Original Equipment Manufacturer (OEM) Sports Fields and Grounds Equipment Parts and Golf Course Maintenance Equipment Parts.</li> <li>• USED EQUIPMENT Each of our distributors provides access to quality used and demonstrator (demo) equipment. (Quantities and products are based on availability.)</li> </ul>
65	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	<ul style="list-style-type: none"> <li>a) Walk-Behind Rotary Mowers</li> <li>b) Zero-Radius Rotary Mowers</li> <li>c) Wide-Area Rotary Mowers</li> <li>d) Walk-Behind Reel Mowers</li> <li>e) Commercial and Wide-Area Reel Mowers</li> <li>f) Walk-Behind and Ride-On Greens Mowers</li> <li>g) Utility Vehicles</li> <li>h) Utility Tractors</li> <li>i) Turf Cultivation Equipment</li> <li>j) Turf Application Equipment</li> <li>k) Debris Management Equipment</li> <li>l) Infield Groomers</li> <li>m) Compact Utility Loaders</li> <li>n) Residential / Commercial Irrigation</li> <li>o) Sentinel Irrigation Products</li> <li>p) Irritrol Irrigation Products</li> <li>q) Large Commercial Rotors</li> <li>r) Rainmaster Irrigation Wholegoods</li> <li>s) Rainmaster Irrigation Parts/Accessories</li> <li>t) Golf Irrigation</li> <li>u) Snow &amp; Ice Removal Equipment</li> <li>v) Synthetic Turf Maintenance Equipment</li> </ul>

**Table 14B: Depth and Breadth of Offered Equipment Products and Services**

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments
66	Lawn and garden equipment, tools, attachments, and accessories	<input checked="" type="radio"/> Yes <input type="radio"/> No	As described in section 14A, Toro provides a wide variety of lawn and garden equipment, attachments, and accessories. Including, but not limited to lawnmowers, utility tractors, utility vehicles, snow removal equipment, and golf course maintenance equipment.
67	Irrigation systems, equipment, parts, and related installation and maintenance services	<input checked="" type="radio"/> Yes <input type="radio"/> No	As described in section 14A, Toro provides a wide variety of Residential, Commercial, and Golf Course Maintenance equipment, parts, repair, and installation services for both new and renovation projects.
68	Beach and waterfront maintenance equipment and accessories	<input checked="" type="radio"/> Yes <input type="radio"/> No	As described in section 14A, Toro provides a wide variety of beach and waterfront maintenance equipment and accessories that include, but are not limited to infield groomers, utility tractors, utility vehicles, and Debris Management Equipment.
69	Accessories, parts, and services related to the solutions described above, including maintenance or repair, and warranty programs	<input checked="" type="radio"/> Yes <input type="radio"/> No	Toro provides a wide variety of Original Equipment Manufacturer (OEM) accessories and parts for unique configurations, and to increase the life of reliability of our equipment. Toro and our distributor/dealer network provide the latest technology to support the maintenance, repair, and warranty of Toro equipment.

**Table 15: Industry Specific Questions**

Line Item	Question	Response *
70	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	Through Toro's Partners in Excellence (PIE) program, Toro measures specific areas of the business, year after year, and provides tangible ways for both Toro, and our distributor/dealer partners to see what we're doing well and what areas need improvement. Scores are based on things such as customer satisfaction, parts and product availability, service, and growth. These, along with contract utilization metrics will be used to measure the success of the Sourcewell contract.
71	Describe the serviceability of the products included in your proposal (parts availability, warranty and technical support, etc.).	<p>myTurf Pro is a powerful and easy-to-use, application that seamlessly connects your assets and your maintenance program, regardless of brand. Provide your team with the tools to become more efficient by automating routine tasks, easily ordering parts, managing maintenance assignments, and tracking task completion. "At a glance" overviews keep you informed of asset status.</p> <p>Toro Genuine Parts Reliability – Most local distributors deliver parts within 24 hours. Toro backs this promise with 48-hour delivery support</p> <p>Toro MVP kits - Toro provides Maintenance Value Performance (MVP) Kits for many common maintenance jobs, including filter change kits, hydraulic hose replacement kits, cutting unit overhaul kits, roller rebuild kits, and more. All the required parts are included in a single package to make ordering and completing the job easier and less expensive. Whether you are rebuilding rollers, replacing hydraulic hoses, or overhauling your cutting units, Toro MVP Kits make it simple to order all the necessary parts for the job.</p> <p>Also, see our response to question 25 for additional details on the serviceability of products (parts availability, warranty, and technical support).</p>
72	Describe advancements reflected in the equipment or products offered in your proposal, such as safety, longevity or life cycle cost measures.	<p>Toro exclusive PX Hydraulic Fluid is another great innovation from Toro. This new premium hydraulic fluid performs better and lasts longer than conventional fluids. This means your equipment will run more smoothly and require fewer hydraulic fluid changes saving you time and money – up to 71%. Most 2019 and newer Toro commercial equipment come factory filled with Toro PX Hydraulic Fluid and have change intervals twice as long as previously...up to 2000 hours!</p> <p>EdgeSeries Reels+™ replacement reels take performance to the next level with bearings and seals already installed on the reel. Available for Toro riding and walk Greensmaster® and Reelmaster® mowers, EdgeSeries Reels+ are designed for longer life with less maintenance —all while delivering a phenomenal quality of cut.</p> <p>DPA Cutting Units with all-new EdgeSeries™ Reels for Improved Greens &amp; Fairways - EdgeSeries innovations include – longer-lasting - materials, even more precise manufacturing techniques, and well-researched design changes to both the reel and bedknife geometry that come together to provide an outstanding quality of cut with less maintenance.</p>



**Exceptions to Terms, Conditions, or Specifications Form**

Only those proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

## Proposer's Affidavit

### PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
  - a. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
  - b. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or

- c. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Brad Hamilton, Group Vice President, The Toro Company

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

Yes  No

If the Applicant declares an actual or potential Conflict of Interest by marking the box below, the Applicant must set out below details of the actual or potential Conflict of Interest:

Toro does not believe we have an actual or potential Conflict of Interest. However, for the purpose of full transparency, The Toro Company has been in communication with Venture Products, Inc. (i.e. Ventrac) during the solicitation process, who we believe will be responding to this solicitation. The Toro Company acquired Venture Products, Inc. in March of 2020 and is one of several brands under the Toro Family of Brands.

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_11_Grounds_Maintenance_Equipment_RFP_031121 Thu March 4 2021 06:08 PM	<input checked="" type="checkbox"/>	2
Addendum_10_Grounds_Maintenance_Equipment_RFP_031121 Thu February 25 2021 01:00 PM	<input checked="" type="checkbox"/>	1
Addendum_9_Grounds_Maintenance_Equipment_RFP_031121 Tue February 23 2021 10:33 AM	<input checked="" type="checkbox"/>	1
Addendum_8_Grounds_Maintenance_Equipment_RFP_031121 Mon February 22 2021 10:21 AM	<input checked="" type="checkbox"/>	2
Addendum_7_Grounds_Maintenance_Equipment_RFP_031121_CDR_Suggests Wed February 17 2021 09:01 AM	<input checked="" type="checkbox"/>	1
Addendum_6_Grounds_Maintenance_Equipment_RFP_031121 Tue February 16 2021 11:03 AM	<input checked="" type="checkbox"/>	1
Addendum_5_Grounds_Maintenance_Equipment_RFP_031121 Fri February 12 2021 03:14 PM	<input checked="" type="checkbox"/>	1
Addendum_4_Grounds_Maintenance_Equipment_RFP_031121 Tue February 2 2021 02:12 PM	<input checked="" type="checkbox"/>	1
Addendum_3_Grounds_Maintenance_Equipment_RFP_031121 Thu January 21 2021 03:47 PM	<input checked="" type="checkbox"/>	2
Addendum_2_Grounds_Maintenance_Equipment_RFP_031121 Wed January 20 2021 02:02 PM	<input checked="" type="checkbox"/>	1
Addendum_1_Grounds_Maintenance_Equipment_RFP_031121 Tue January 19 2021 03:36 PM	<input checked="" type="checkbox"/>	1

**AMENDMENT #1  
TO  
CONTRACT # 031121-TTC**

THIS AMENDMENT is by and between **Sourcewell** and **The Toro Company** (Vendor).

Sourcewell awarded a contract to Vendor to provide Grounds Maintenance Equipment, Attachments, and Accessories with Related Services to Sourcewell and its Participating Entities, effective April 29, 2021, through April 30, 2025 (Contract).

The parties wish to amend the following terms within the Contract.

1. This Amendment is effective upon the date of the last signature below.
2. Vendor wishes to modify its pricing model to offer Product-category discounts off of current MSRP will apply as described in items 54-60. In Canada, the pricing model will be US MSRP multiplied by the exchange rate at the time of order (exchange rate based on the monthly average published rate at the time of order, according to the Bank of Canada – Monthly Exchange Rate). This creates a new MSRP for Canada and then the discount off that price is applied. Bank of Canada – Monthly Exchange Rate: <https://www.bankofcanada.ca/rates/exchange/monthly-exchange-rates/>
3. Vendor will offer a “Smart Value” volume discount that includes the following incentive for individual large orders.

Toro Commercial Purchases	Customer Goods	Toro Commercial Purchases	Customer Goods
\$ 150K - \$ 199K	\$ 4,500	\$ 550K - \$ 599K	\$ 22,000
\$ 200K - \$ 249K	\$ 6,000	\$ 600K - \$ 649K	\$ 24,000
\$ 250K - \$ 299K	\$ 10,000	\$ 650K - \$ 699K	\$ 26,000
\$ 300K - \$ 349K	\$ 12,000	\$ 700K - \$ 749K	\$ 28,000
\$ 350K - \$ 399K	\$ 14,000	\$ 750K - \$ 799K	\$ 30,000
\$ 400K - \$ 449K	\$ 16,000	\$ 800K - \$ 849K	\$ 32,000
\$ 450K - \$ 499K	\$ 18,000	\$ 850K - \$ 899K	\$ 34,000
\$ 500K - \$ 549K	\$ 20,000	\$ 900K*	\$ 36,000

Only single Purchase Orders (POs) on Toro Commercial Equipment qualify. Multiple POs may not be combined to qualify.

Vendor-authorized distributors/dealers understand these are ceiling prices and may choose to provide additional discounts based on unit quantity or total purchase volume.

4. Vendor-authorized distributors/dealers may provide third-part equipment that attach to, or are used in, the configuration with any of Toro's products. These products will be priced no higher than the products List Price.

Freight and setup fees may apply.

Vendor-authorized distributors/dealers may include setup fees – not to exceed 2% of the total Product cost, plus up to an additional 6% for cab-unit setups. Setup fees must be identified as a separate line- item on the quotation.

For the contiguous United States, delivery fees may be included at the distributor/dealer discretion – not to exceed 2% of the total product cost. Delivery fees must be identified as a separate line-item on the quotation.

For Alaska, Hawaii, US Islands, and Canada, freight and delivery fees may be included at distributor/dealer discretion – delivery fees not to exceed 2% of the total product cost; freight not to exceed actual pass-through costs. Freight and deliver fees must be identified as a separate line-item on the quotation.

5. Vendor will encourage and incent its authorized dealers to provide contract terms to Sourcewell members consistent with the terms of this Amendment; however, participation in the program described in the Amendment will be at the discretion of each Toro dealer.

Except as amended by this Amendment, the Contract remains in full force and effect.

**Sourcewell**

DocuSigned by:  
By: Jeremy Schwartz  
Jeremy Schwartz, Chief Procurement Officer  
C0FD2A139D06489...

Date: 10/29/2021 | 3:14 PM CDT

Approved:

DocuSigned by:  
By: Chad Coquette  
Chad Coquette, Executive Director/CEO  
7E42B8F817A64CC...

Date: 10/29/2021 | 3:28 PM CDT

**The Toro Company**

DocuSigned by:  
By: Brad Hamilton  
Brad Hamilton  
4B4574B1E1E54C4...

Title: Group Vice President

Date: 10/29/2021 | 3:00 PM CDT



**City Council Meeting  
City of DeBary  
AGENDA ITEM**

<b>Subject:</b> Capital Equipment Approval – Kubota Tractor	<b>Attachments:</b> <input type="checkbox"/> Ordinance
<b>From:</b> Jason Schaitz Parks and Recreation Director	<input type="checkbox"/> Resolution
<b>Meeting Hearing Date</b> 10/18/23	<input checked="" type="checkbox"/> Supporting Documents/ Contracts
	<input type="checkbox"/> Other

**REQUEST**

The Parks and Recreation Department is requesting the City Council approve the equipment purchase through a Sourcewell cooperative purchasing agreement provided by Crystal Tractor.

**PURPOSE**

The request is needed at this time to purchase the equipment and replace another tractor that is out of service.

**CONSIDERATIONS**

Crystal Tractor is our preferred local vendor to provide non-athletic turf maintenance equipment to include tractors and mowers. The equipment requested is a Kubota Tractor to replace our John Deer tractor that was purchased in 2004. This tractor is currently out of service and cannot be repaired.

**COST/FUNDING**

The cost for the Kubota Tractor through Sourcewell is \$51,463.90. The tractor was approved in the FY 23/24 budget at \$55,000.

**IMPLEMENTATION**

Upon approval, the Parks and Recreation department send the PO to Crystal Tractor to reserve the equipment. It is estimated we can receive the tractor within a few weeks.

**ATTACHMENTS**

ATTACHMENT A – Crystal Tractor Equipment Quote and Sourcewell Agreement



Utility Tractors & Mowers - 031121  
 CE and AG - 040319  
 Utility Vehicles 122220  
 Arkansas 4600041718  
 Delaware GSS-21673  
 Mississippi (CE Only) 8200056371  
 Mississippi 8200055841

L4760HST WEB QUOTE #2709114

Date: 9/14/2023 12:17:43 PM

-- Customer Information --

VANDEHEY, TOM  
 CITY OF DEBARY  
 tvandehey@debary.org  
 386-456-5150

Quote Provided By  
 CRYSTAL KUBOTA & EQUIPMENT  
 Rush Rawlins  
 2820 SOUTH FIREHOUSE RD  
 DeLand, FL 32720  
 email: rrawlins@crystaltractor.com  
 phone: 3864905040

-- Standard Features --

-- Custom Options --



L Series

L4760HST

\*\*\* EQUIPMENT IN STANDARD MACHINE \*\*\*

**DIESEL ENGINE**

Model # V2403CRE4GL5/GL6Tier  
 IV Engine  
 Common Rail Direct Injection  
 w/ DPF and EGR  
 4 Cyl., 148.5 cu. in.  
 ^ 47.0 Net Eng. HP  
 ^ 39.5 PTO HP  
 @ 2600 Eng. rpm  
 12V 40Amp - 582CCA  
 Radial Air Flow Cooling  
 Dual Air Cleaner Element

**HYDRAULICS**

Open Center  
 Tandem Pump Gear Type  
 4.7 gpm Power Steering  
 9.4 gpm Remote/3 Pt. Hitch  
 14.1 gpm Total Hyd. Flow  
 Category I 3-Pt. Hitch  
 Lift Capacity --  
 At lift Point 3858 lbs.  
 24" Behind 2756 lbs.  
 Position Control

**FRONT AXLE**

Hydrostatic Power SteeringCast  
 iron 4WD front axle  
 Tread Spacing - Non-adjustable  
 Bevel Gear drive

**DRIVE TRAIN**

HST PLUS3 Forward / 3 Reverse  
 Hi-Med-Low Range  
 Mech. Wet Disc Brakes  
 Differential Lock  
 Cruise Control

**FLUID CAPACITY**

Fuel Tank 13.5 gal.Cooling  
 System 7.9 qts.  
 Crankcase 8.7 qts  
 Transmission and  
 Hydraulics 11.4 gal.  
 Front Axle Differential 9.5 qts.

^ Manufacturer Estimate

**SELECTED TIRES**

ALR8869B & ALR6887  
 F-TIRE TITAN 10-16.5 R4 TL2  
 R-TIRE TITAN 17.5L-24 R4 TL2

**POWER TAKE OFF**

Live Independent w/ Hydraulic  
 Clutch  
 Rear PTO - 1 Speed  
 SAE 1 3/8" Six Splines  
 540 rpm @ 2550 Eng. Rpm  
 Electric over Hydraulic PTO  
 Switch

**DIMENSIONS**

Overall Height w/ROPS 97.6"  
 Overall Length w/3pt. 129.5"  
 Wheel Base 74.6"  
 Crop Clearance 15.6"

**STANDARD EQUIPMENT**

ROPS w/Retractable Seat Belt  
 Safety Start Switch  
 Highback Adj. Swivel Seat w/  
 Deluxe  
 Suspension w/Arm Rests  
 Operator Presence Control  
 System  
 Parking Brakes  
 Flat Deck w/ Hanging Pedals  
 Electric Key Shut-off  
 Tilt Steering  
 Wide Anti-Slip Step  
 ISO Mounted Platform  
 Turn Signals / Hazard Flashers  
 SMV Sign  
 Telescoping Lower Links  
 2 Tier Halogen Head Lights  
 4 Position Loader Valve  
 One Piece Metal Hood  
 Cup Holder  
 Cruise Control  
 Auto Throttle Advance  
 Hydro Dual Speed (H-DS)  
 HST Response control  
 Throttle-Up Switch

**IntelliPanel™**

Lighted Communications  
 Symbols  
 Standard Tachometer  
 Digital Read for Speed, MPH,  
 PTO  
 speeds, diagnostics system  
 and  
 DPF system  
 Warning Symbols

L4760HST Base Price: \$41,103.00

- (1) BOLT ON CUTTING EDGE(73" w/11 Holes) \$286.00  
TL1748-BOLT ON CUTTING EDGE(73" w/11 Holes)
- (1) QUICK ATTACH 72" MATERIAL BUCKET \$817.00  
L2236-QUICK ATTACH 72" MATERIAL BUCKET
- (1) 3RD FUNCTION VALV KIT/LA555/805/1055 \$1,130.00  
L2265-3RD FUNCTION VALV KIT/LA555/805/1055
- (1) FRONT LDR /L4760/L5060/L5460/L6060 \$6,514.00  
LA1055-FRONT LDR /L4760/L5060/L5460/L6060
- (1) FIBERGLASS CANOPY \$479.00  
E1134-FIBERGLASS CANOPY
- (1) MOUNTING BRACKET FOR CANOPY \$237.00  
E1136-MOUNTING BRACKET FOR CANOPY

**Configured Price: \$50,566.00**

Sourcewell Discount: (\$11,124.52)

**SUBTOTAL: \$39,441.48**

Factory Assembly: \$350.00

Dealer Assembly: \$696.67

Freight Cost: \$862.50

PDI: \$400.00

LANDPRIDE RGA1274 TILLER \$3,375.75

LANDPRIDE SGC1072 GRAPPLE \$3,582.75

LANDPRIDE BB2572 BOX BLADE \$1,607.25

LANDPRIDE PFL3048 PALLET FORKS \$1,147.50

Total Unit Price: \$51,463.90

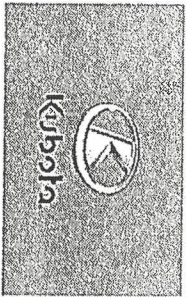
Quantity Ordered: 1

Final Sales Price: \$51,463.90

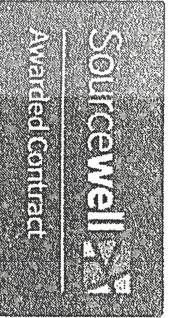
**Final pricing will be based upon pricing at the time of final delivery to Sourcewell members. Purchase Order Must Reflect Final Sales Price.**

To order, place your Purchase Order directly with the quoting dealer

\*Some series of products are sold out for 2022. All equipment specifications are as complete as possible as of the date on the quote. Additional attachments, options, or accessories may be added (or deleted) at the discounted price. All specifications and prices are subject to change. Taxes are not included. The PDI fees and freight for attachments and accessories quoted may have additional charges added by the delivering dealer. These charges will be billed separately. Prices for product quoted are good for 60 days from the date shown on the quote. All equipment as quoted is subject to availability.



**CONTRACT# 040319 Med /Compact Const Equip**



Equipment Type	Model	Series	Discount
Construction Equipment	Excavators	U	24%
Construction Equipment	Excavators	KX	24%
Construction Equipment	Wheel Loaders	R	24%
Construction Equipment	Skid Steer Loaders	SSV	24%
Construction Equipment	Compact track Loaders	SVL	24%
Construction Equipment	B26, L47 & M62	T1B	22%
Tractors	Tractors	B	22%
Tractors	Tractor w/ Loader and Backhoe	BX	22%
Turf	Residential/Commercial Mower	F	22%
Turf	Residential/Commercial Mower	GR	22%
<b>Tractors</b>	<b>Tractors</b>	<b>L</b>	<b>22%</b>
Tractors	Tractors	IM	22%
Utility Vehicles	Utility Vehicle	RTV	22%
Utility Vehicles	Utility Vehicle	RTV-X	22%
Turf	Residential/Commercial Mower	T	22%
Turf	Residential/Commercial Mower	Z	22%





## Land Pride #070821-LPI

Pricing for contract #070821-LPI offers Sourcewell participating agencies the following discounts:

- 17% off Compact Drills / No-Till Drills
- 32% off Folding Rotary Cutters
  - 40 Series and Larger
- 25% off all other Land Pride products

Quantity discounts exist on purchases of 10 or more like models and need to be addressed on a case by case basis. Sourcewell participating agencies must contact Land Pride for pricing on 10-unit orders.

**FORM E**  
**CONTRACT ACCEPTANCE AND AWARD**



(Top portion of this form will be completed by Sourcewell if the vendor is awarded a contract. The vendor should complete the vendor authorized signatures as part of the RFP response.)

Sourcewell Contract #: 040319-KBA

Proposer's full legal name: Kubota Tractor Corporation

Based on Sourcewell's evaluation of your proposal, you have been awarded a contract. As an awarded vendor, you agree to provide the products and services contained in your proposal and to meet all the terms and conditions set forth in this RFP, in any amendments to this RFP, and in any exceptions that are accepted by Sourcewell.

The effective date of the Contract will be May 31, 2019 and will expire on May 31, 2023 (no later than the later of four years from the expiration date of the currently awarded contract or four years from the date that the Sourcewell Chief Procurement Officer awards the Contract). This Contract may be extended for a fifth year at Sourcewell's discretion.

**Sourcewell Authorized Signatures:**

DocuSigned by:  
Jeremy Schwartz  
C0FD2A139D08489...  
SOURCEWELL DIRECTOR OF OPERATIONS AND  
PROCUREMENT/CPO SIGNATURE

Jeremy Schwartz  
(NAME PRINTED OR TYPED)

DocuSigned by:  
Chad Coquette  
7E4288F817A84CC...  
SOURCEWELL EXECUTIVE DIRECTOR/CEO SIGNATURE

Chad Coquette  
(NAME PRINTED OR TYPED)

Awarded on May 28, 2019

Sourcewell Contract # 040319-KBA

**Vendor Authorized Signatures:**

The Vendor hereby accepts this Contract award, including all accepted exceptions and amendments.

Vendor Name Kubota Tractor Corporation

Authorized Signatory's Title VICE PRESIDENT

Alex M Woods  
VENDOR AUTHORIZED SIGNATURE

Alex M Woods  
(NAME PRINTED OR TYPED)

Executed on 5/30, 2019

Sourcewell Contract # 040319-KBA

Form C

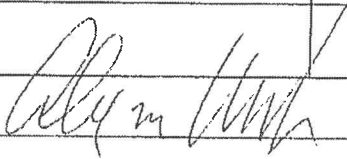
**EXCEPTIONS TO PROPOSAL, TERMS, CONDITIONS,  
AND SOLUTIONS REQUEST**




Company Name: Kubota Tractor Corporation

Any exceptions to the terms, conditions, specifications, or proposal forms contained in this RFP must be noted in writing and included with the Proposer's response. The Proposer acknowledges that the exceptions listed may or may not be accepted by Sourcewell or included in the final contract. Sourcewell will make reasonable efforts to accommodate the listed exceptions and may clarify the exceptions in the appropriate section below.

Section/page	Term, Condition, or Specification	Exception	Sourcewell ACCEPTS
8.N/8.27/31	Affirmative Action	Kubota operates under California Law where according to the State Constitution it is unlawful to require affirmative action	Sourcewell accepts

Proposer's Signature:  Date: 3/29/19

**Sourcewell's clarification on exceptions listed above:**



Contract Award  
RFP #040319



FORM D

Formal Offering of Proposal  
(To be completed only by the Proposer)

MEDIUM DUTY AND COMPACT CONSTRUCTION EQUIPMENT WITH RELATED ATTACHMENTS,  
ACCESSORIES, AND SUPPLIES

In compliance with the Request for Proposal (RFP) for MEDIUM DUTY AND COMPACT CONSTRUCTION EQUIPMENT WITH RELATED ATTACHMENTS, ACCESSORIES, AND SUPPLIES, the undersigned warrants that the Proposer has examined this RFP and, being familiar with all of the instructions, terms and conditions, general and technical specifications, sales and service expectations, and any special terms, agrees to furnish the defined products and related services in full compliance with all terms and conditions of this RFP, any applicable amendments of this RFP, and all Proposer's response documentation. The Proposer further understands that it accepts the full responsibility as the sole source of solutions proposed in this RFP response and that the Proposer accepts responsibility for any subcontractors used to fulfill this proposal.

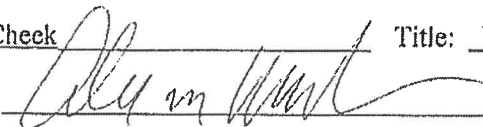
Company Name: Kubota Tractor Corporation Date: 3/29/2019

Company Address: 1000 Kubota Drive

City: Grapevine State: TX Zip: 76051

CAGE Code/DUNS: 06-207-4828

Contact Person: Jon Check Title: National Accounts Manager

Authorized Signature:  Alex Woods  
(Name printed or typed)

**FORM E**

**CONTRACT ACCEPTANCE AND AWARD**



(Top portion of this form will be completed by Sourcewell if the vendor is awarded a contract. The vendor should complete the vendor authorized signatures as part of the RFP response.)

Sourcewell Contract #: 040319-KBA

Proposer's full legal name: Kubota Tractor Corporation

Based on Sourcewell's evaluation of your proposal, you have been awarded a contract. As an awarded vendor, you agree to provide the products and services contained in your proposal and to meet all the terms and conditions set forth in this RFP, in any amendments to this RFP, and in any exceptions that are accepted by Sourcewell.

The effective date of the Contract will be May 31, 2019 and will expire on May 31, 2023 (no later than the later of four years from the expiration date of the currently awarded contract or four years from the date that the Sourcewell Chief Procurement Officer awards the Contract). This Contract may be extended for a fifth year at Sourcewell's discretion.

**Sourcewell Authorized Signatures:**

DocuSigned by:  
Jeremy Schwartz  
CDFD2AT3B000469...  
SOURCEWELL DIRECTOR OF OPERATIONS AND  
PROCUREMENT/CPO SIGNATURE

Jeremy Schwartz  
(NAME PRINTED OR TYPED)

DocuSigned by:  
Chad Coquette  
7E42BBF817A84CC...  
SOURCEWELL EXECUTIVE DIRECTOR/CEO SIGNATURE

Chad Coquette  
(NAME PRINTED OR TYPED)

Awarded on May 28, 2019

Sourcewell Contract # 040319-KBA

**Vendor Authorized Signatures:**

The Vendor hereby accepts this Contract award, including all accepted exceptions and amendments.

Vendor Name Kubota Tractor Corporation

Authorized Signatory's Title VICE PRESIDENT

Alex M Woods  
VENDOR AUTHORIZED SIGNATURE

Alex M Woods  
(NAME PRINTED OR TYPED)

Executed on 5/30, 2019

Sourcewell Contract # 040319-KBA



Form F

PROPOSER ASSURANCE OF COMPLIANCE

Proposal Affidavit Signature Page

**PROPOSER'S AFFIDAVIT**

The undersigned, authorized representative of the entity submitting the foregoing proposal (the "Proposer"), swears that the following statements are true to the best of his or her knowledge.

1. The Proposer is submitting its proposal under its true and correct name, the Proposer has been properly originated and legally exists in good standing in its state of residence, the Proposer possesses, or will possess before delivering any products and related services, all applicable licenses necessary for such delivery to Sourcewell members agencies. The undersigned affirms that he or she is authorized to act on behalf of, and to legally bind the Proposer to the terms in this Contract.
2. The Proposer, or any person representing the Proposer, has not directly or indirectly entered into any agreement or arrangement with any other vendor or supplier, any official or employee of Sourcewell, or any person, firm, or corporation under contract with Sourcewell, in an effort to influence the pricing, terms, or conditions relating to this RFP in any way that adversely affects the free and open competition for a Contract award under this RFP.
3. The Proposer has examined and understands the terms, conditions, scope, contract opportunity, specifications request, and other documents in this solicitation and affirms that any and all exceptions have been noted in writing and have been included with the Proposer's RFP response.
4. The Proposer will, if awarded a Contract, provide to Sourcewell Members the /products and services in accordance with the terms, conditions, and scope of this RFP, with the Proposer-offered specifications, and with the other documents in this solicitation.
5. The Proposer agrees to deliver products and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
6. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
7. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statute §13.591, Subd. 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals generally become public data. Minnesota Statute §13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
8. The Proposer understands that it is the Proposer's duty to protect information that it considers nonpublic, and it agrees to defend and indemnify Sourcewell for reasonable measures that Sourcewell takes to uphold such a data designation.

[The rest of this page has been left intentionally blank. Signature page below]

By signing below, Proposer is acknowledging that he or she has read, understands, and agrees to comply with the terms and conditions specified above.

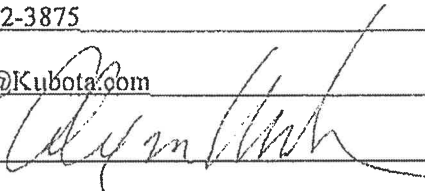
Company Name: Kubota Tractor Corporation

Address: 1000 Kubota Drive

City/State/Zip: Grapevine, TX 76051

Telephone Number: (817) 532-3875

E-mail Address: Jon.Cheek@Kubota.com

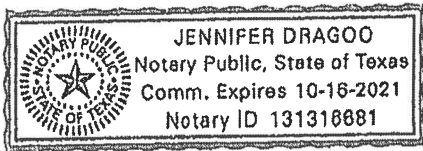
Authorized Signature: 

Authorized Name (printed): Alex Woods

Title: Vice President, Sales Operations, Supply Chain and Parts

Date: 03/29/2019

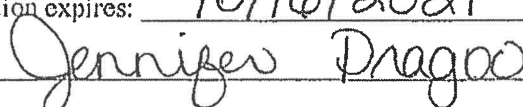
Notarized



Subscribed and sworn to before me this 29<sup>th</sup> day of March, 2019

Notary Public in and for the County of Tarrant State of Texas

My commission expires: 10/16/2021

Signature: 





Form P

**PROPOSER QUESTIONNAIRE**

**Payment Terms, Warranty, Products and Services, Pricing and Delivery, and Industry-Specific Questions**

Proposer Name: Kubota Tractor Corporation

Questionnaire completed by: Jon Cheek

Payment Terms and Financing Options

- 1) What are your payment terms (e.g., net 10, net 30)? Net 45
- 2) Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use in order to make certain acquisitions? Yes
- 3) Briefly describe your proposed order process. Please include enough detail to support your ability to report quarterly sales to Sourcewell. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell Members' purchase orders.

Dealers will provide quotes to the Sourcewell customers and process the orders. Kubota Tractor Corporation will assist in quotes where needed and also help process orders when needed. The dealers must enter a dealer code reflecting the Sourcewell account in order to be compensated for the sale. The entering of this code will identify the order as an Sourcewell order and allow the information to be pulled for reporting purposes.

- 4) Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell Members for using this process? No, we do not accept P-card payments.

Warranty

- 5) Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may include in your response a copy of your warranties, but at a minimum please also answer the following questions.
  - Do your warranties cover all products, parts, and labor?
  - Do your warranties impose usage restrictions or other limitations that adversely affect coverage?
  - Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?
  - Are there any geographic regions of the United States for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell Members in these regions be provided service for warranty repair?
  - Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?
  - What are your proposed exchange and return programs and policies?

Please see the Kubota Warranty Guide in the supporting documents under Form P.

- 6) Describe any service contract options for the items included in your proposal.  
There are no service contract options available for this program but extended warranties are available (see Warranty Guide in Supporting Documents under Form P).

Pricing, Delivery, Audits, and Administrative Fee

- 7) Provide a general narrative description of the equipment/products and related services you are offering in your proposal.

All Kubota products in the 2019 Full Line Brochure are available to Sourcewell members (please see 2019 Full Line Brochures in Supporting Documents under Form P).

- 8) Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. (Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract. See the body of the RFP and the Price and Product Change Request Form for more detail.)

Kubota will offer a specific discount off of published list price based on each model and series. Please see Sourcewell Discount Structure file and Price Lists in the Supporting Documents under Form P.

- 9) Please quantify the discount range presented in this response. For example, indicate that the pricing in your response represents is a 50% percent discount from the MSRP or your published list.

Please see the Sourcewell Discount Structure file in the Supporting Documents under Form P.

- 10) The pricing offered in this proposal is

- a. the same as the Proposer typically offers to an individual municipality, university, or school district.
- b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.
- c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.
- d. other than what the Proposer typically offers (please describe).

- 11) Describe any quantity or volume discounts or rebate programs that you offer.

None

- 12) Propose a method of facilitating “sourced” products or related services, which may be referred to as “open market” items or “nonstandard options”. For example, you may supply such items “at cost” or “at cost plus a percentage,” or you may supply a quote for each such request.

Most often, the Kubota dealer has already been in contact with the member and knows the requirements of the member which allows him to offer recommendations on the sourced items. The dealer will put that information on the quote. The member will then issue a purchase order which will include the non-Kubota product(s).

- 13) Identify any total cost of acquisition costs that are **NOT** included in the pricing submitted with your response. This cost includes all additional charges that are not directly identified as freight or shipping charges. For example, list costs for items like installation, set up, mandatory training, or initial/pre-delivery inspection. Identify any parties that impose such costs and their relationship to the Proposer.

In addition to equipment cost, there will be freight charges based on current freight rates, assembly fees, and pre-delivery inspection fees. Assembly fees can vary depending on how many accessories the equipment has and what kind. Pre-delivery inspection is a flat \$250 per unit. Please see Install Times and Freight Costs calculations in Supporting Documents under Form P

- 14) If travel expense, delivery or shipping is an additional cost to the Sourcewell Member, describe in detail the complete travel expense, shipping and delivery program.

Freight will be charged to the member. In the lower 48 States, freight is determined by an equalized freight rate chart by product model and series, and it is included in the quote up front so that the member has this information when making their purchasing decision.

- 15) Specifically describe those travel expense, shipping and delivery programs for Alaska, Hawaii, Canada, or any offshore delivery.

Shipping costs to offshore locations are calculated by freight forwarding companies used by delivering dealers and included in the member quote in the beginning so that the member has the information at the time of making their purchasing decision.

- 16) Describe any unique distribution and/or delivery methods or options offered in your proposal.

KTC has a National Distribution Center, 4 Division Warehouses, and 1100 plus dealers that are expected to carry on average 7 months' worth of inventory. KTC will, if needed, ship units from almost anywhere in the country to satisfy urgent orders at no additional cost to the membership.

- 17) Please specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell Members obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell.

Kubota has multiple product groups that constantly review and audit pricing along with our digital marketing group that manages our electronic pricing database. In addition, the National Accounts group constantly reviews pricing for accuracy giving multiple layers of audit and review. The dealers cannot get paid for their sales using the Sourcewell program without submitting all of the information required to report accurately on the contract usage reports. This information is then downloaded to create our usage reports for the Sourcewell program.

- 18) Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See RFP Section 6.29 and following for details.)

Kubota proposes paying an administrative fee of 1.5% of total sales produced under this contract less freight, assembly fees and pre-delivery inspection fees on Kubota products only.

### Industry-Specific Questions

- 19) Describe any industry-specific quality management system certifications obtained by your organization.

- ISO 9001

- 20) Describe any environmental management system certifications obtained by your organization.

The Kubota Group endeavors to strike a balance between attaining business growth and contributing to environmental conservation, and strives toward ongoing symbiotic development with society through eco-friendly corporate activities. The Group has set five basic categories for environmental conservation: "Tackling Climate Change," "Working towards a Recycling-based Society," "Conserving Water Resources," "Controlling Chemical Substances," and "Conserving Biodiversity." Based on these categories, we are committed to the conservation of the global environment through products, technologies and services that address social issues in the areas of food, water, and the living environment.

- ISO 14001
- US EPA certified engines

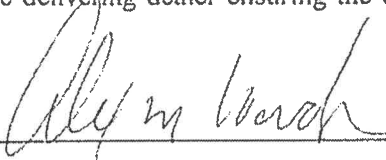
Below are some awards that Kubota has received for their environmental management:

- Highest-Rated "A-List Company" in "CDP Water\*", a research concerning sustainable water management conducted in 2017
- Environmental Technology and Project Award presented by the Environmental Engineering Committee of the Japan Society of Civil Engineers
- Green Industry Award in 2017 from the Thai government
- 7 time BLUE PROPER award winner from the environment minister of the Indonesian government
- Kansai Eco-Office Encouragement Award and Certification of an Excellent Waste-reduction Building in Japan
- Gold Level LEED Certification, U.S. Corporate Head Quarters

21) Describe any preventive maintenance programs that your organization offers for the solutions you are proposing in your response.

Preventive maintenance is different for each type of equipment, business use of the equipment, and environment in which the equipment is used in. Each customer's preventive maintenance needs are different. We have many preventive maintenance plans that have been created between our dealers and customers that are designed to best meet the customer's needs. These preventive maintenance plans are executed by the delivering dealer ensuring the continuing relationship between the local dealer and the customer.

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



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

3/29/19



**CONTRACT EXTENSION**

**Contract Number: #040319-KBA**

Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Kubota Tractor Corporation, 1000 Kubota Dr., Grapevine, TX 76051 have entered into Contract #040319-KBA for the procurement of Medium Duty and Compact Construction Equipment with Related Attachments, Accessories and Supplies. The Contract has an expiration date of May 31, 2023, but the parties may extend the Contract by mutual consent.

Sourcewell and Vendor acknowledge that extending the Contract benefits the Vendor, Sourcewell and Sourcewell’s Members. Vendor and Sourcewell agree to extend the Contract listed above for an additional period, with a new Contract expiration date of May 31, 2024. All other terms and conditions of the Contract remain in full force and effect.

Sourcewell

Kubota Tractor Corporation

DocuSigned by:  
*Jeremy Schwartz*  
By: C0FD2A13DD06469...

Jeremy Schwartz  
Title: Chief Procurement Officer

Date: 1/6/2023 | 3:31 PM CST

DocuSigned by:  
*Chris Peppers*  
By: 2C6FA9ACA54147E...

Chris Peppers  
Title: Business Development Manager, Govt. Accounts

Date: 1/9/2023 | 7:49 AM PST



**Solicitation Number: RFP #070821**

**CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Land Pride, A Division of Great Plains Mfg. Inc., 1525 E. North St., Salina, KS 67401 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Road Right-of-Way Maintenance Equipment from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

**1. TERM OF CONTRACT**

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires August 9, 2025, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.
- C. **SURVIVAL OF TERMS.** Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All rights will cease upon expiration or termination of this Contract.

**2. EQUIPMENT, PRODUCTS, OR SERVICES**

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above.

Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. **WARRANTY.** Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. **DEALERS, DISTRIBUTORS, AND/OR RESELLERS.** Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

### 3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be

returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. SALES TAX. Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

#### **4. PRODUCT AND PRICING CHANGE REQUESTS**

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;



- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Request Form will become an amendment to this Contract and will be incorporated by reference.

## **5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS**

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

## **6. PARTICIPATING ENTITY USE AND PURCHASING**

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell

contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. **ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM.** Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum; the terms of which will be negotiated directly between the Participating Entity and the Supplier. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. **SPECIALIZED SERVICE REQUIREMENTS.** In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. **TERMINATION OF ORDERS.** Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

E. **GOVERNING LAW AND VENUE.** The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

## **7. CUSTOMER SERVICE**

A. **PRIMARY ACCOUNT REPRESENTATIVE.** Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, supply issues, customer issues, and any other necessary information.

## **8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT**

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcewell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Supplier will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased

by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

#### **9. AUTHORIZED REPRESENTATIVE**

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

#### **10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE**

A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. **ASSIGNMENT.** Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

C. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. **WAIVER.** Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. **CONTRACT COMPLETE.** This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

### **11. INDEMNITY AND HOLD HARMLESS**

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

### **12. GOVERNMENT DATA PRACTICES**

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Supplier under this Contract.

### **13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT**

#### **A. INTELLECTUAL PROPERTY**

1. *Grant of License.* During the term of this Contract:
  - a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.
  - b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.
2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers,

resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

**3. Use; Quality Control.**

a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. As applicable, Supplier agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Supplier in violation of applicable patent or copyright laws.

5. **Termination.** Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. **PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. **MARKETING.** Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. **ENDORSEMENT.** The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

#### 14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

#### 15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

#### 16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

#### 17. PERFORMANCE, DEFAULT, AND REMEDIES

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

## 18. INSURANCE

A. REQUIREMENTS. At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for Products-Completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms



no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance.* During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

5. *Network Security and Privacy Liability Insurance.* During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is

primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. **WAIVER OF SUBROGATION.** Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. **UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION.** The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

## **19. COMPLIANCE**

A. **LAWS AND REGULATIONS.** All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. **LICENSES.** Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

## **20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION**

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

## 21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier’s Equipment, Products, or Services with United States federal funds.

A. EQUAL EMPLOYMENT OPPORTUNITY. Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

B. DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148). When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names

of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation

and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

M. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier not use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by an Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. FEDERAL DEBT. The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

22. CANCELLATION

Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell

Land Pride, a Division of  
Great Plains Mfg. Inc.

DocuSigned by:  
*Jeremy Schwartz*  
By: C0FD2A139D06489..  
Jeremy Schwartz  
Title: Chief Procurement Officer  
Date: 8/6/2021 | 7:28 AM CDT

DocuSigned by:  
*Troy L. Olson*  
By: 2B488ED478F047B..  
Troy L. Olson  
Title: National Accounts Manager  
Date: 8/5/2021 | 12:59 PM CDT

Approved:

DocuSigned by:  
*Chad Coauette*  
By: 7E42B8F817A64CC..  
Chad Coauette  
Title: Executive Director/CEO  
Date: 8/6/2021 | 7:36 AM CDT

Table 2: Company Information and Financial Strength

Line Item	Question	Response *
9	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	Land Pride is a division of Great Plains Mfg. and has been a leader in ground maintenance equipment since our inception in 1986. Today, we are known not only as a leader in turf equipment, and skid steer-mounted implements, but also in road side maintenance equipment across North America for our folding rotary cutters, ditch bank cutters, hydraulic parallel arm cutters, cold planers, road saws, breakers, concrete claws, and heavy duty buckets. Land Pride is a company where we strive to be innovative, maintain good teamwork and have a desire to improve so that we may delight our customers, provide a rewarding workplace for all our employees, as well as generate profits for stability and growth of our company.
10	What are your company's expectations in the event of an award?	Land Pride has always had lofty expectations utilizing the Sourcewell contract. Each year we strive to increase sales of the previous year. We will continue to promote our contract not only within our network of 1,600 dealers, but to our customers as well. Land Pride will continue, as well as, look to enhance our marketing of our Sourcewell contract at all shows, through nationwide product demonstrations, and events throughout the life of the contract. We shall also seek the continued support and expertise of the Sourcewell staff when needed to gain the utmost visibility.
11	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Please see attached documents.
12	What is your US market share for the solutions that you are proposing?	Land Pride manufactures over 500 different attachments and implements which can and are used for the landscaping, and roadside maintenance sector. Currently, Land Pride owns 40% of the market share for landscaping equipment, and 17% market share for roadside maintenance equipment. Land Pride supports these markets with a field sales force of 44 Territory Managers in 3 regions, along with 3 Regional Managers, and our VP of Sales. Land Pride's National Accounts Manager heads the effort to promote, quote, and service the sales for all Sourcewell members.
13	What is your Canadian market share for the solutions that you are proposing?	Land Pride divides Canada into 4 territories where a total of 10 Regional Sales Managers will call on their assigned dealers. These Regional Sales Managers will assist, train, and take orders from the dealers for Land Pride equipment. Our Canadian partners have their own National Accounts division which will handle not only the Land Pride products, but Kubota products as well to ensure proper support for our dealers and customers is being met. The Canadian market has steadily grown over the years and continues its steady growth each year.
14	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No
15	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	Land Pride is a Manufacturer. Land Pride has Territory Managers and Representatives (TM's) covering all of the United States and Canada. These TM's call on a dealer network of 1,603 Land Pride dealers. The products are delivered to dealers from our manufacturing plants in Central Kansas on trucks owned by and operated by Great Plains Manufacturing Inc. Land Pride's dealer network covers all of the United States - including Hawaii and Alaska, as well as all of Canada. We currently have 1,603 domestic dealers and 105 Canadian dealers. Focus on Land Pride products varies by dealer, however over 36% of our dealers are in our top two tiers of dealer programming. Land Pride utilizes the same dealer network for service as we do for sales. That dealer network is supported by an inside service department that features six full-time service reps manning phones, as well as a dealer dedicated website known as "Dealer Access" to provide documents, and solutions to specific questions and solutions when needed. It also includes a parts department that ships most orders the same day. Beyond that we have a Research and Development staff that is more than willing to travel to assist in any repair that may pose a problem for a dealer. Please refer to the attachment, Dealer List and Dealer Map, for more information on the locations of all of our dealers.
16	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	None
17	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	None



Table 3: Industry Recognition &amp; Marketplace Success

Line Item	Question	Response *
18	Describe any relevant industry awards or recognition that your company has received in the past five years	Land Pride does not actively pursue "recognition" in our industry, however we were honored to be ranked 4th among manufacturer's in the North American Equipment Dealers Association most recent survey of dealers. Land Pride does hold 4 active Patents on our 37, 47 & 57 Series folding rotary cutters, which are popular for roadside mowing. When compared to our direct competitors, we were far and away the industry leader.
19	What percentage of your sales are to the governmental sector in the past three years	Land Pride does not track government and educational sales separately; however over the past three years sales varied from year to year with a steady increase in National Account sales. Each year approximately 12% of the total Land Pride sales were to the government sector.
20	What percentage of your sales are to the education sector in the past three years	Land Pride does not track government and educational sales separately as mentioned above; however over the past three years Land Pride has also seen a steady increase in sales to the educational sector. An estimated 30% of Land Pride's annual sales would be to the educational sector.
21	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	Land Pride Holds the following contracts. The total provided are from the last three years. Sourcewell: \$2,722,892.00 H-GAC: \$69,807.00 Buy Board: \$928,682.00 CO MAPO: \$26,302.00 PA Commonwealth: \$215,788.00
22	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	None.

Table 4: References/Testimonials

Line Item 23. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *
Beaufort County Schools	Stan Hudson	252-845-6150
Nebraska DOT	Mike Blacksher	402-479-4319
City of San Antonio	LD McGarity	210-207-2078

Table 5: Top Five Government or Education Customers

Line Item 24. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *
Nebraska DOT	Government	Nebraska - NE	Nebraska DOT maintains the roads, bridges, and by-ways in the State of Nebraska.	The size of these transactions range from \$1,650.00 to \$20,000	\$178,673.31
Buy Board	Government	Texas - TX	Land Pride does not track govt. and educational sales individually, the Buy Board is a cooperative that those entities may purchase our products through. The majority of purchases are from govt entities for roadside maintenance equipment as well as the educational sector.	The size of these transactions range from \$600 to \$8,500	\$928,682.00
State of Pennsylvania	Government	Pennsylvania - PA	The state of Pennsylvania is responsible for the maintenance and upkeep of all roads, bridges, interstates, and by-ways. This would include but not be limited to concrete, and asphalt repair, bridge maintenance, as well as road side mowing.	The average transaction size for this contract is \$10,650	\$361,265.00
Jefferson Co. Fleet Mgt.	Government	Alabama - AL	Jefferson County purchases our road side mowers and Hydraulic Parallel arms to mow ditches, roadways, and steep embankments.	The average transaction size is between \$26,000 and \$41,000	\$122,868.00
Chester Agricultural Center	Non-Profit	New York - NY	Chester Agricultural Center is a non-profit organization dedicated to preserving the land free from chemicals and herbicides while still producing organic crops for consumption. This is an ever growing means of agricultural production that has been growing over the past number of years, and continues to gain momentum.	The average transaction size is \$6,074.00	\$24,296.00

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *
25	Sales force.	Land Pride divides the United States into territories and Canada into 4 territories. Land Pride has 44 Territory Managers that service over 1,600 dealers across the US. The Territory Managers make daily calls to train, service and manage inventory levels to meet the industry demand. Land Pride Territory Managers also follow up on government quotes and assist the dealer network with shipping logistics. The Sales Management team includes the VP of Sales, and 3 Regional Sales Managers that support the Territory Managers with all processes and timeliness of orders and shipments. The National Accounts Manager is also on the sales team to best coordinate and communicate government quotes and orders with Territory Managers.
26	Dealer network or other distribution methods.	Land Pride's dealer network covers the entire United States including Hawaii, Alaska, and all of Canada. We currently have 1,603 domestic and 105 Canadian dealers, of which 86% of our total number of dealers are stocking dealers.
27	Service force.	Land Pride relies on the same dealer network for service as we do our sales. Our dealer network is supported by an inside service department that features six full-time service reps manning phones and email. It also includes a parts department that ships 98% of all orders the same day they are received. Land Pride's Research and Development staff has the ability to travel to any location to assist our dealers with repair issues if the situation warrants.
28	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	Land Pride is well known for its parts and service. Any one of our 1,603 dealers will tell you that parts availability is not a problem when working with Land Pride. We source parts that are readily available, stock parts in quantities sufficient for the needs of our dealers, and ship 98% of those parts orders the same day they are processed. Land Pride dealers have the ability to place part orders through our online "Dealer Access" system, which allows these orders to be made 24 hrs. a day, 7 days a week. These orders are received directly by our parts department so they can be prepared for immediate shipping.
29	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Land Pride has always made it a key point to provide the best products and service possible to all of our dealers, as well as our customers. Having a team of just over 1,600 employees, and a dealer network of 1,603 dealers allows us to accomplish the daily tasks needed to make sure we provide our customers with the quality products they expect. In 2019 Land Pride made a capital investment by purchasing a 400,000 sq.ft building to increase our manufacturing ability as demand for our products continues to grow. Getting our products to our customers in a timely manner is a vital component, and our trucking division takes great pride in making this happen. Land Pride is always willing to go above and beyond to meet the needs of our customers, and assist in any way possible in those unfortunate times of disaster.
30	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Land Pride's 105 dealers in Canada take great interest and pride in supplying their customers the same quality products. Our Canadian dealers have seen rapid growth over the recent years and they continue to provide the same elements that we do here in the United States. They know as well that timely delivery is vital, so with our own trucking company this is a key component that their customers appreciate from us.
31	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	Land Pride will be servicing all areas of the United States and Canada.
32	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	There are no participating entities that Land Pride will not fully service.
33	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Land Pride has 3 dealers in Alaska and 2 in Hawaii. We also have one dealer in Puerto Rico. Other locations are serviced by Great Plains International. In most cases the dealers work with a Freight Forwarding Company. Land Pride is responsible for delivery of the equipment to a coastal location, and the dealers Freight Forwarder handles the shipment at that point.

Table 7: Marketing Plan

Line Item	Question	Response *
34	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Land Pride markets our products nationwide, as well as in Canada. We market our products in well over 50 industry publications including placements in Government Product News. We utilize EDA to send out direct mail to prospective end users on a monthly basis. Our in house printing department prints all catalogs that are provided to our dealers at no charge to them, and offer a very attractive co-op program. We maintain a website that features every product we manufacture, focus on branding with the use of social media such as Facebook, Twitter, Pintrest, Linkedln, and Youtube, as well as attend numerous industry related trade-shows across the country in coordination with our dealers.
35	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Land Pride utilizes a password-protected "Dealer Access" section of our website to disseminate information and communicate electronically with our dealer network. Land Pride uses the web understanding it may be a potential customer's first impression so it should be a good one. As such, Land Pride takes great interest in the analytics of the site - who visits, from where, for how long, and how often. Stats are tracked and recorded. Annually, Land Pride has well over 800,000 visitors to the site with over 50% of them new visitors. Bounce rate is low for this type of site at around 30%. From that we are able to know visitors that come to our site are finding what they expected to find once they reach it.
36	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	Land Pride visualizes a joint effort to insure the greatest exposure for Sourcewell and Land Pride with links to the Sourcewell website, utilizing the Sourcewell logo on ad material when appropriate, and joint training. But, Land Pride understands that the majority of the responsibility lies with us alone to ensure the success of the Contract.
37	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	No

Table 8: Value-Added Attributes

Line Item	Question	Response *
38	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	Land Pride offers Operator manuals for all of our equipment. We also have a number of videos that demonstrate set-up of certain units. We do not offer product training.
39	Describe any technological advances that your proposed products or services offer.	Land Pride products, for the most part, are drawbar or three-point attachments for grounds maintenance. We are always looking for technological advances in the products themselves, however, Land Pride strives to make the equipment safer and more durable through our Research and Development department. Use of the most current components available keeps our products up-to-date, along with providing added operational safety, and ease of maintenance. Land Pride holds 40 active patents for our landscape / roadside maintenance equipment, seed drills, and construction attachments. These patents offer increased safety as well as ease of operation.
40	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	Land Pride works hard to better "nest" parts for laser cutting to eliminate scrap but recycles scrap steel that is a by-product of the manufacturing process - tracking tonnage of sheet and plate and general scrap. A number of our rotary cutters employ used aircraft tires as an available option to, in a sense, recycle the tires. Land Pride is currently recycling steel shot from lasers, solvents using a still, lead-acid batteries, powder paint, pallets, and cardboard. In 2020 we recycled over 158,000 lbs of cardboard, over 20,000 lbs of paper, 2,600 lbs of plastic bottles, and over 6.3 million lbs of scrap steel. We have cut our landfill waste in 2020 by 53%. Land Pride has replaced over 1,278 lightbulbs with low energy LED lighting in our facilities. Low-flow toilets have been installed in our facilities to reduce water waste and are working toward 0% water waste. Land Pride not only makes it a point to recycle manufacturing scrap materials, but we also recycle all office paper, plastic bottles, and aluminum cans used by our employees at all of our facilities. These items are picked up by our local recycling center for processing.
41	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	None
42	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	Not Applicable
43	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	Land Pride has seven manufacturing plants in Central Kansas. A few of our facilities include our Abilene location which has a population of nearly 7,000, Lucas has a population of 400, and Kipp has a population of roughly 30. In all three communities, Land Pride is a major part of their economy. We find that the work ethic of these small communities makes them ideal for us; our employees take pride in their work and in the product they produce. The quality shows. Second, we have our own trucking company, based in Salina that delivers our products. This insures that the product arrives in exactly the same condition it was when it left our factory. Another unique attribute that Land Pride has over the majority, if not all of our competition is that we are owned by Kubota Tractor Corporation. This allows the Sourcewell member who is looking for a tractor, or skid steer along with a folding cutter, grading scraper, or even a No-Till drill to deal with, in a sense, one company with different divisions. Being owned by Kubota allows the Sourcewell customer to get what they want in a "One Stop Shop" kind of way, and not have to deal with multiple vendors for multiple products.

Table 9: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *
44	Do your warranties cover all products, parts, and labor?	All Land Pride products carry a minimum one year warranty on parts and labor. For any product sold to be used in a rental activity, the warranty is 6 months on parts and labor. Some products carry extended warranties on various components.
45	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	No Land Pride Products carry such usage limit.
46	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	On-site repairs are covered by Land Pride under warranty. For in-shop repairs, the product owner is responsible for travel time and delivery to and from the dealership.
47	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	No
48	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	Land Pride will warranty any component that has been manufactured by another vendor where the sole purpose of that component was to have a working function on a Land Pride Unit. Any component that has not been authorized/purchased/manufactured/ or installed by Land Pride will not carry any form of warranty by Land Pride. If a component is added after the sale, and is not part of the original unit, there is no warranty for that component and may result in the voiding of the unit's overall warranty.
49	What are your proposed exchange and return programs and policies?	In most cases, the product being ordered is being built for the Sourcewell customer. As such, return of the item will generate a restocking fee of 20% plus freight. Returns will be handled by the Whole goods Order Desk. The return process is started by a phone call to Land Pride. A whole goods coordinator will issue an RGA (Return Goods Authorization) and provide shipping information. Sourcewell customers will be responsible for return freight and unit shall be returned in new condition to the manufacturing plant of origin. Returns should and would happen very infrequently.
50	Describe any service contract options for the items included in your proposal.	None

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *
51	Describe your payment terms and accepted payment methods?	10th Prox. of 2nd Month
52	Describe any leasing or financing options available for use by educational or governmental entities.	Financing options exist through Kubota Credit Corp., Sheffield, and Yard Card (for Canadian Customers). Leasing options exist through Kubota Leasing.
53	Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell participating entities' purchase orders.	Land Pride prefers that the order process work in the following manner; Sourcewell customer contacts either Land Pride or an authorized dealer for a quote. Equipment is quoted to the customer. Sourcewell member issues PO to authorized Land Pride dealer. Dealer orders product or uses one that is in their inventory. Land Pride dealer invoices customer, and customer pays Land Pride dealer. Land Pride invoices authorized dealer, and dealer pays Land Pride. Unit is shipped to dealer, for set up, warranty registration, and delivery. Authorized dealer delivers product to customer. Land Pride records payment for quarterly reporting.
54	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	The Land Pride National Accounts Manager will use the standard quoting template when quotes are needed for Sourcewell customers. The selling dealer will utilize this form to fully explain the cost of the product with the desired options from the customer.
55	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Not at this time.

**Table 11: Pricing and Delivery**

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcwell Price and Product Change Request Form.

Line Item	Question	Response *
56	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcwell discounted price) on all of the items that you want Sourcwell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Land Pride provides all dealers an E-Price Book with List Prices on Dealer Access, which is a dedicated webpage for Land Pride dealers. They can not only find list pricing, but all of our dealer programs. Pricing is shown based on single units if no options exist or as a base unit with individual options priced separately. Sourcwell Members will be provided "List Price" with a percent-off-list discount based on model ordered. For example: A BB2572 Box Scraper offers a unit list price of \$1,618 with no options available. Land Pride offers 25% off list for this unit. Sourcwell Member Price would be \$1,213.50. An RC5715 Rotary Cutter offers a base list price of \$17,680. Options for tires, axles, driveline, guarding, deck rings, and hitch increase the list price to \$24,690. Land Pride offers 32% off list for this model. Sourcwell Member price would be \$16,789.20. Discounts to Sourcwell Members will be based on percent-off list prices.
57	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Land Pride offers the following discounts off list prices for Sourcwell Members: Compact Drills/No-Till Drills - 17% off List Price Folding Rotary Cutters - 32% off List Price (40 Series and larger) All other Land Pride Products - 25% off List Price
58	Describe any quantity or volume discounts or rebate programs that you offer.	Quantity discounts exist on purchases of 10 or more like models and need to be addressed on a case-by case basis. Sourcwell Members must contact Land Pride for pricing on 10-unit orders.
59	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	Land Pride makes every effort to meet the needs of our customers. If special requests are made for Sourced Products or Non-Standard Options, Land Pride would reserve the right to provide a quote to the Sourcwell member for the product. If the quote is acceptable, a PO would be issued and the sale would proceed.
60	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Set up cost is the only charge outside of the list price other than delivery that is part of the cost to purchase a Land Pride product. The set up charge is proposed by the Land Pride authorized dealer and approved or changed by the Land Pride National Accounts Manager. This is closely monitored for correct cost based on product being purchased.
61	If freight, delivery, or shipping is an additional cost to the Sourcwell participating entity, describe in detail the complete freight, shipping, and delivery program.	Sourcwell customers will receive free freight from Land Pride to the dealership in which it is being delivered unless the product is a drill, No-Till Seeder, or DH7100 Series disc. If the customer needs their product sooner than when it would be delivered on a Great Plains truck they can utilize an LTL carrier which would carry a cost. Typically there will be a delivery cost from the dealership to the purchasing entity. This cost is set by the authorized dealer, and is monitored by Land Pride.
62	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Land Pride has 3 dealers in Alaska and 2 in Hawaii. We also have one dealer in Puerto Rico. Other locations are serviced by Great Plains International. In most cases the dealers work with a Freight Forwarding company. Land Pride is responsible for delivery of the equipment to a coastal location, and the dealer's Freight Forwarder handles the shipment from that point.
63	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Land Pride's sister company, Great Plains, has a trucking fleet which consists of 75 tractors and 140 trailers which can be dispatched to pick up and/or deliver anywhere in the United States.

**Table 12: Pricing Offered**

Line Item	The Pricing Offered in this Proposal is: *	Comments
64	b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
65	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell.	Once a contract is issued, Land Pride will continue to place Sourcewell orders through our dealers account. By doing this it allows visibility of the equipment on order for the dealer as well as our Territory Manager. The Sourcewell Member is still awarded the appropriate discount off list price based on product ordered. Tracking of sales is monitored on a weekly basis by the Land Pride National Accounts Manager, and reported to the Vice President. To ensure that the Sourcewell sales are reported correctly each quarter, Land Pride dealers are required to warranty register each product, as well as apply for their additional dealer net credit after the sale. Land Pride Territory Managers assist in the entire process by providing updates on sales within their territories to the National Accounts Manager. Land Pride has always taken it very serious to report the correct sales figures in the past, and will continue to do so in the future.
66	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	In order to evaluate the effectiveness and success of the Sourcewell contract, Land Pride has a very extensive sales tracking model that is followed on a daily basis. This system has been utilized for a number of years. When quotes are prepared for a Sourcewell customer, that quote is not only sent to the customer and our dealer, but also to our Territory Manager located in that specific region for follow up. That quote is then saved in our computer system as well as recorded by the National Accounts Manager in his online files. That quote is also entered into Land Prides CRM system that our territory managers use on a daily basis to track activity in their assigned territory. Once the quote has become a sale it is updated in each system for future reference as well as tracking of total annual sales figures. Land Prides CRM support system is able to isolate Sourcewell only quotes and sales to compare against all other quotes and sales to determine the effectiveness of the Sourcewell contract, as well as provide weekly and monthly charts. This recording process can be used to compare with the dealer credits that have been applied for from Sourcewell sales by Land Pride dealers.
67	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	Understanding that Sourcewell indicates a "Typical Administrative Fee" is anywhere from 1% to 2% of Contract Sales, Land Pride would propose an Administrative Fee, payable to Sourcewell of 1% of Contract Sales.

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *
68	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	Since 1986, Salina, Kansas-based Land Pride, a Division of Great Plains Mfg., Inc. has manufactured high quality products for the turf, ag, and light-construction industries and has been a leader in grounds maintenance equipment. Today, we are known not only as a leader in turf equipment, but also recognized across North America as a leader in tractor and skid steer-mounted implements that include Rotary Tillers, Grooming Mowers, Overseeders, Rotary Cutters, Hydraulic Parallel Arms, Rear Blades, Landscape Rakes, and Snow Blowers. Land Pride also has an extensive line of construction, road, and road side maintenance attachments such as Angle Brooms, Hopper Brooms, Breakers, Cold Planers, Grapples, Concrete Claws, Skid Cutters, Heavy and Light Duty Material Buckets, Trip Edge Blades, Snow Blowers, Snow Pushers, Road Saws, and Dozer Blades to name just a few. Overall, Land Pride manufactures over 500 products. Please refer to the Land Pride pricing catalogs that are attached in the documents section to see our complete lineup of equipment.
69	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Beyond the general category of Road Right-of-Way Maintenance Equipment, Land Pride products can fall into the following categories: Grounds Maintenance Equipment. Lawn-care related equipment. Grounds de-icing and snow removal equipment and supplies. Equipment associated with the removal of debris from grounds.

**Table 14B: Depth and Breadth of Offered Equipment Products and Services**

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments
70	Flail, boom, rotary, wing, sickle, and slope mowers	<input type="radio"/> Yes <input checked="" type="radio"/> No	We do not have a product that offers a sickle at this time.
71	Seeders, tillers, mulchers, and sprayers	<input type="radio"/> Yes <input checked="" type="radio"/> No	We do not offer any liquid spray equipment.
72	Erosion control equipment	<input type="radio"/> Yes <input checked="" type="radio"/> No	Yes, we would have products that would classify as erosion control
73	Ditch maintenance equipment	<input type="radio"/> Yes <input checked="" type="radio"/> No	Yes, we have equipment that would classify as ditch maintenance.
74	Signage, signals, and message boards	<input type="radio"/> Yes <input checked="" type="radio"/> No	We do not offer any type of signage.
75	Radar equipment, traffic cameras or traffic sensors	<input type="radio"/> Yes <input checked="" type="radio"/> No	We do not manufacture any of this type of equipment.
76	Other road right-of-way maintenance equipment	<input type="radio"/> Yes <input checked="" type="radio"/> No	None

**Table 16: Exceptions to Terms, Conditions, or Specifications Form**

Line Item 77. NOTICE: To identify any exception, or to request any modification, to the Sourcewell template Contract terms, conditions, or specifications, a Proposer must submit the exception or requested modification on the Exceptions to Terms, Conditions, or Specifications Form immediately below. The contract section, the specific text addressed by the exception or requested modification, and the proposed modification must be identified in detail. Proposer's exceptions and proposed modifications are subject to review and approval of Sourcewell and will not automatically be included in the contract.

Contract Section	Term, Condition, or Specification	Exception or Proposed Modification

**Documents**

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

- [Pricing](#) - LP Pricing.zip - Tuesday June 29, 2021 15:39:54
- [Financial Strength and Stability](#) - GREAT PLAINS MANUFACTURING INCORPORATED DB.pdf - Friday June 25, 2021 15:57:28
- [Marketing Plan/Samples](#) - LP Marketing.zip - Tuesday June 29, 2021 16:00:44
- [WMBE/MBE/SBE or Related Certificates](#) (optional)
- [Warranty Information](#) - LP\_3014\_warranty.pdf - Friday June 25, 2021 15:55:14
- [Standard Transaction Document Samples](#) - Transaction Docs.zip - Tuesday June 29, 2021 16:35:40
- [Upload Additional Document](#) - Dealer Locations.zip - Tuesday July 06, 2021 11:52:53

**Addenda, Terms and Conditions**

**PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE**

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
  1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlists.pdf>;
  2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
  3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Troy Olson, National Accounts Manager, Land Pride, A Division of Great Plains Mfg. Inc.

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

Yes  No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.



Check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_4_Road_ROW_Maintenance_Eqpt_RFP_070821 Fri June 18 2021 05:04 PM	<input checked="" type="checkbox"/>	1
Addendum_3_Road_ROW_Maintenance_Eqpt_RFP_070821 Thu June 17 2021 06:20 PM	<input checked="" type="checkbox"/>	1
Addendum_2_Road_ROW_Maintenance_Eqpt_RFP_070821 Wed June 16 2021 05:21 PM	<input checked="" type="checkbox"/>	1
Addendum_1_Road_ROW_Maintenance_Eqpt_RFP_070821 Wed May 26 2021 04:28 PM	<input checked="" type="checkbox"/>	1

# RFP 070821 - Road Right-of-Way Maintenance Equipment

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## Vendor Details

Company Name: Land Pride, A Division of Great Plains Mfg. Inc.  
Does your company conduct business under any other name? If yes, please state: No  
Address: 1525 E. North St  
Salina, Kansas 67401  
Contact: Troy Olson  
Email: troy.olson@landpride.com  
Phone: 785-822-5651  
HST#: 48-0837521

## Submission Details

Created On: Tuesday May 18, 2021 10:35:28  
Submitted On: Thursday July 08, 2021 09:24:32  
Submitted By: Troy Olson  
Email: troy.olson@landpride.com  
Transaction #: 07329bd5-95e2-46f6-9b5d-fbb5a6af26dd  
Submitter's IP Address: 72.214.200.190

## Specifications

Table 1: Proposer Identity &amp; Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *
1	Proposer Legal Name (one legal entity only):	Land Pride, A Division of Great Plains Mfg. Inc.
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	None
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	Land Pride is a sister company to Great Plains Mfg. Inc. as listed in Line Item 1, above.
4	Proposer Physical Address:	1525 E. North St. Salina, Kansas 67401
5	Proposer website address (or addresses):	www.landpride.com
6	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Troy L. Olson National Accounts Manager 1525 E. North St Salina, Kansas 67401 troy.olson@landpride.com 785-822-5651
7	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Troy L. Olson National Accounts Manager 1525 E. North St Salina, Kansas 67401 troy.olson@landpride.com 785-822-5651
8	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Bubba Simnacher VP of Sales 1525 E. North St. Salina, Ks. 67401



**City Council Meeting  
City of DeBary  
AGENDA ITEM**

<b>Subject:</b> Brooks & Dun Grant Consulting – Engagement Letter and Agreements  <b>From:</b> Carmen Rosamonda, City Manager  <b>Meeting Hearing Date</b> October 18, 2023	<b>Attachments:</b> <input type="checkbox"/> Ordinance <input type="checkbox"/> Resolution <input checked="" type="checkbox"/> Supporting Documents/ Contracts <input type="checkbox"/> Other
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**REQUEST**

City Manager is requesting City Council approve three (3) Brooks & Dun Grant Consulting Engagement Letter and Agreements for professional grant writing services for the Exceptional Grant Application for Alexander Island, 2024-25 FRDAP Grant Application for Bill Keller Park and 2024-2025 FRDAP Grant Application for Alexander Island.

**PURPOSE**

The purpose of these professional grant writing services is to improve our success in obtaining these very competitive grants.

**CONSIDERATIONS**

- The cost for these professional grant writing services are included in the FY 2023-23 budget.
- We have utilized Brooks & Dunn for all of our ECHO grants, as their track record of success is impeccable and their reputation with the ECHO Board is second to none. The ECHO program was voted in by the citizens of Volusia County. The City’s exception grant application is seeking \$2.5 million.
- This fiscal year we have expanded our efforts to apply for two Florida Recreation Development Assistance Program (FRDAP) grants. This grant is administered by Florida Department of Environmental Protection. The Alexander Island grant is seeking \$200,000 and the Bill Keller grant is seeking \$200,000.

**COST/FUNDING**

The cost for these three grant writing services is \$15,000 for the Exceptional ECHO grant, \$7,500 for the FRDAP grant for Alexander Island, and \$7,500 for the FRDAP grant for Bill Keller Park totaling \$30,000. These professional grant writing services were included in the approved FY 2023-24 budget at \$30,000.

**RECOMMENDATION**

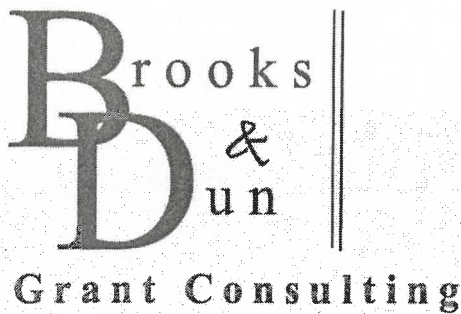
It is recommended that the City Council approve the three (3) Brooks & Dun Grant Consulting Engagement Letter and Agreements for professional grant writing services for the ECHO Exceptional Grant Application for Alexander Island, 2024-25 FRDAP Grant Application for Bill Keller Park and 2024-2025 FRDAP Grant Application for Alexander Island.

**IMPLEMENTATION**

Immediately upon approval

**ATTACHMENTS**

Engagement Letter and Agreement – ECHO Exceptional Grant  
Engagement Letter and Agreement – FRDAP – Alexander Island  
Engagement Letter and Agreement – FRDAP – Bill Keller



## ENGAGEMENT LETTER AND AGREEMENT

On behalf of Brooks & Dun Grant Consulting ("Brooks & Dun"), I thank you for your confidence. We take pride in our work and will do our best to assist you. This agreement is intended to set forth in detail our business and contractual relationship through which we will assist you.

Please be advised that our opinions, writings and conclusions are based solely upon the information provided to us and not upon any desired result, and that our work for you is only as good as the information and sources provided to us. It is very important that you provide us with all the information you can obtain and that you identify all potential sources of information or assistance. Call us immediately if you are unsure whether or not something is relevant to our work.

This agreement contains the entire agreement of the parties and supersedes all prior oral or written representations and statements between the parties. In order to prevent any misunderstandings, any requests by you for changes in the work requested shall be made in a writing signed by both parties. To the maximum extent permitted by law, we disclaim all warranties relating to the work we do for you, whether expressed or implied.

Brooks & Dun will perform work as outlined below:

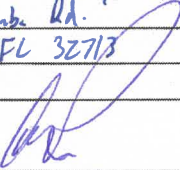
1. Communicate with the County of Volusia ECHO staff along with the City of DeBary staff to determine eligibility, requirements and feasibility from ECHO staff on a 2023 – 2024 Exceptional Grant Application for the Alexander Island Park Improvements Phase I. The City of DeBary staff has developed a plan for a project for the grant application. The City of DeBary is authorizing Theresa E. Brooks as the primary contact for the City of DeBary.

**ENGAGEMENT LETTER AND AGREEMENT, continued**

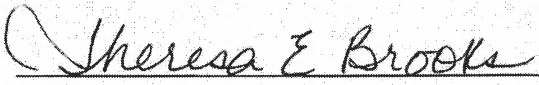
Compile, from information provided to us, a County of Volusia 2023 – 2024 ECHO Exceptional Grant Application. The scope of the project is to be provided to Brooks & Dun by continued meetings and working in tandem with the City of DeBary staff. **The fee for preparation of this ECHO application, including review and revisions and submittal of a technical completeness review, final application and required site visit, is \$15,000.**

The undersigned acknowledge that they have read this agreement, that they understand its contents, that this document is a binding contract, and that they have the authority to execute this agreement.

**AGREED BY:**

Print Name: Carmen Rosamunda  
Title: City Manager, duly authorized  
Company: City of DeBary  
Address: 16 Colamba Rd.  
DeBary, FL 32713  
  
Signature:   
Date: 9/27/23

**Grant Professionals, Inc.  
d/b/a Brooks & Dun Grant Consulting**

By:   
Name/Title: Theresa E Brooks, President  
Date: 3/23/23



## ENGAGEMENT LETTER AND AGREEMENT

On behalf of Brooks & Dun Grant Consulting (“Brooks & Dun”), I thank you for your confidence. We take pride in our work and will do our best to assist you. This agreement is intended to set forth in detail our business and contractual relationship through which we will assist you.

Please be advised that our opinions, writings and conclusions are based solely upon the information provided to us and not upon any desired result, and that our work for you is only as good as the information and sources provided to us. It is very important that you provide us with all the information you can obtain and that you identify all potential sources of information or assistance. Call us immediately if you are unsure whether or not something is relevant to our work.

This agreement contains the entire agreement of the parties and supersedes all prior oral or written representations and statements between the parties. In order to prevent any misunderstandings, any requests by you for changes in the work requested shall be made in a writing signed by both parties. To the maximum extent permitted by law, we disclaim all warranties relating to the work we do for you, whether expressed or implied.

Brooks & Dun will perform work as outlined below:

1. Communicate with the FRDAP Assistance Grants Program staff along with the City of DeBary staff to determine eligibility, requirements and feasibility from FRDAP staff on a 2024 – 2025 FRDAP Grant Application for the Alexander Island Park Improvements Phase I. The City of DeBary staff has developed a plan for a project for the grant application. The City of DeBary is authorizing Theresa E. Brooks as the primary contact for the City of DeBary.

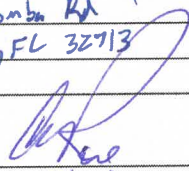


**ENGAGEMENT LETTER AND AGREEMENT, continued**

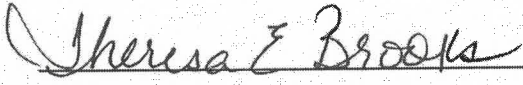
Compile, from information provided to us, a 2024 – 2025 FRDAP Grant Application. The scope of the project is to be provided to Brooks & Dun by continued meetings and working in tandem with the City of DeBary staff. The fee for preparation of this FRDAP application, including review and revisions and submittal of a final application, is \$7,500.

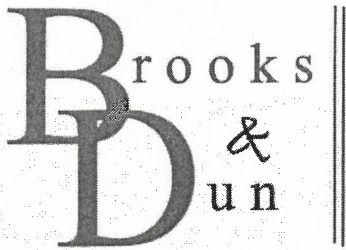
The undersigned acknowledge that they have read this agreement, that they understand its contents, that this document is a binding contract, and that they have the authority to execute this agreement.

**AGREED BY:**

Print Name: Carmen Rosamunda  
Title: City Manager, duly authorized  
Company: City of DeBary  
Address: 16 Columbia Rd  
DeBary, FL 32713  
  
Signature:   
Date: 9/27/23

**Grant Professionals, Inc.**  
**d/b/a Brooks & Dun Grant Consulting**

By:   
Name/Title: Theresa E Brooks, President  
Date: 4/2/23



Grant Consulting

## ENGAGEMENT LETTER AND AGREEMENT

On behalf of Brooks & Dun Grant Consulting (“Brooks & Dun”), I thank you for your confidence. We take pride in our work and will do our best to assist you. This agreement is intended to set forth in detail our business and contractual relationship through which we will assist you.

Please be advised that our opinions, writings and conclusions are based solely upon the information provided to us and not upon any desired result, and that our work for you is only as good as the information and sources provided to us. It is very important that you provide us with all the information you can obtain and that you identify all potential sources of information or assistance. Call us immediately if you are unsure whether or not something is relevant to our work.

This agreement contains the entire agreement of the parties and supersedes all prior oral or written representations and statements between the parties. In order to prevent any misunderstandings, any requests by you for changes in the work requested shall be made in a writing signed by both parties. To the maximum extent permitted by law, we disclaim all warranties relating to the work we do for you, whether expressed or implied.

Brooks & Dun will perform work as outlined below:

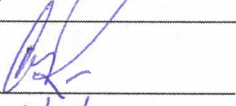
1. Communicate with the FRDAP Assistance Grants Program staff along with the City of DeBary staff to determine eligibility, requirements and feasibility from FRDAP staff on a **2024 – 2025 FRDAP Grant Application for the Keller Park Improvements**. The City of DeBary staff has developed a plan for a project for the grant application. The City of DeBary is authorizing Theresa E. Brooks as the primary contact for the City of DeBary.

**ENGAGEMENT LETTER AND AGREEMENT, continued**


Compile, from information provided to us, a 2024 – 2025 FRDAP Grant Application. The scope of the project is to be provided to Brooks & Dun by continued meetings and working in tandem with the City of DeBary staff. **The fee for preparation of this FRDAP application, including review and revisions and submittal of a final application, is \$7,500.**

The undersigned acknowledge that they have read this agreement, that they understand its contents, that this document is a binding contract, and that they have the authority to execute this agreement.

**AGREED BY:**

Print Name: Carmen Rosamonda  
Title: City Manager, duly authorized  
Company: City of DeBary  
Address: 16 Columbia Blvd.  
DeBary, FL 32713  
  
Signature:   
Date: 9/27/23

**Grant Professionals, Inc.**  
**d/b/a Brooks & Dun Grant Consulting**

By:   
Name/Title: Theresa E Brooks, President  
Date: 4/2/23



## City Council Meeting City of DeBary AGENDA ITEM

<b>Subject:</b> Mersino Pump Rental Agreement	<b>Attachments:</b> <input type="checkbox"/> Ordinance <input type="checkbox"/> Resolution <input checked="" type="checkbox"/> Supporting Documents/ Contracts <input type="checkbox"/> Other
<b>From:</b> Carmen Rosamonda, City Manager	
<b>Meeting Hearing Date:</b> October 18, 2023	

### REQUEST

City Manager is requesting City Council approve Mersino Pump Rental Agreement for Plantation Pump Station, James Pond and Bill Keller Park for the month of October 2023.

### PURPOSE

The purpose is to maintain proper lake levels during rainy and hurricane season and to substitute broken pumps during repairs.

### CONSIDERATIONS

- The approval of this agenda item is an after-the-fact approval, as the rental of these temporary pumps for Hurricane Idalia were renewed due pump repairs and excessive weekly rains.
- Pump #1 at Plantation Pump Station broke in January 2023. The pump was pulled and took approximately 6 months to get the parts to rebuild the pump. Pump #1 was completed and installed. A couple of weeks later, Pump #2 failed. It is currently in the shop awaiting parts that are expected to arrive mid-November 2023. Since we have been down one pump since January, we have stationed a 8" temporary pump at Plantation Pump Station to ensure we are prepared to properly manage water levels.
- In October 2023, Pump #1 at Bill Keller Pump Station failed. We kept the 8" pump rented for Hurricane Idalia and stationed it at Bill Keller for the month of October. Again, this is to ensure we are prepared to properly manage water levels.
- James Pond and adjacent Alexandra Woods Drive generally flood during rainy and hurricane season. After Hurricane Idalia, we kept the 12" pump for the month of October to ensure we are prepared to properly manage water levels. The James Pond Pump Station is budgeted for FY 2023-24. Once this is installed, we will no longer need to rent a temporary pump for this location.
- Given the unpredictable rainy and hurricane season, the City Manager will always take the side of caution, so that the City is not caught unprepared. It is a strategy that has worked for us since 2019.

- Another factor is the demand for temporary pumps during storms. Because of the short supply, there is no guarantee they will be available when you need them. We have used Mersino Pumps for the last 4 years. Their service is outstanding.

**COST/FUNDING**

The cost for the October monthly rental of two temporary 8” pumps and one temporary 12” pump is \$39,737.00. These funds are allocated to the Stormwater Management Fund, Repairs & Maintenance.

**RECOMMENDATION**

It is recommended that the City Council approve Mersino Pump Rental Agreement for Plantation Pump Station, James Pond and Bill Keller Park for the month of October 2023 in the amount of \$39,737.

**IMPLEMENTATION**

Immediately upon approval

**ATTACHMENTS**

Mersino Rental Agreement – James Pond & Biller Keller  
Mersino Rental Agreement - Plantation







386.426.2411  
386.426.2111  
www.mersino.com

## TERMS AND CONDITIONS - USA

Mersino Dewatering, LLC (the "Lessor") and the leasing party on the preceding page (the "Lessee") agree that these Terms and Conditions govern the parties' Rental Agreement and these Terms and Conditions are incorporated by reference into the Rental Agreement, any Proposals, and any Quotes as if fully stated therein. Acceptance of any goods or equipment by Lessee shall constitute acceptance of these terms.

- 1. Payment.** Lessee agrees to lease the equipment listed on the preceding page and shall pay the amount set forth therein. The lease charge is due and payable in full prior to commencement of this lease unless otherwise agreed in writing. Any amount unpaid 10 days after the date that payment is due will be subject to monthly interest of 1.5% (18% true annual rate). Lessee agrees to review the invoices promptly and notify Lessor in writing of any questions or discrepancies within ten (10) days of the invoice date or Lessee shall be deemed to have approved the invoice(s) and irrevocably waived the right to dispute. If any amount remains unpaid over 10 days after it is due, Lessee shall pay all costs of collection, including attorneys' fees, court costs, and repossession costs.
- 2. Lease Charge.** The lease charge is based on 8 hours per day, 40 hours per week, or 176 hours per four-week period. Lessee will pay additional lease charges for any excess usage on a pro rata basis. If Lessee does not return the equipment immediately upon expiration of the lease, Lessee shall pay additional lease charges. If Lessee uses equipment on a shift and a half per day basis, Lessee will be charged a time and a half rate. If Lessee uses equipment double time on a per day basis, Lessee will be charged double the rate. The hour meter on the rented units will determine this. Lessee is not to tamper with the hour meter and if a meter is not functional, Lessee is to notify Lessor immediately. The lease charge is earned in advance and is due regardless of actual use of equipment for any reason, including breakdown, downtime, change in project plans, termination of Lessee's contract with third parties, or acts of nature. Lessee is responsible for any fines, license fees, and all taxes levied while in possession of the leased equipment
- 3. Use and Maintenance.** Lessee agrees to keep equipment in good operating condition, repair, and appearance and to furnish all labor and parts required therefore at its expense. Lessee agrees to use equipment as instructed by Lessor and in the regular course of business, within normal operating capacity, without abuse, and to comply with all laws. Lessee acknowledges that it is a sophisticated user of the equipment leased. Lessee shall not make alterations to equipment without authorization from Lessor. Lessor shall have the right to enter premises where equipment is located to inspect, observe, and/or remove it. Lessee is responsible for all damages other than normal wear and will pay lease charges for time required for repair or replacement, regardless of fault or reason for damage.
- 4. Labor.** All labor charges are additional charges unless otherwise stated in writing. Lessee will pay the cost of setting up or breaking down any rented items along with any service. All required labor is leased on a per hour basis and will be charged upon actual hours worked, regardless of use of the equipment. Overtime charges apply for any hours over 8 hours on a weekday and for any work performed on weekends.
- 5. Confined Space Entry.** Lessor will quote the rental of sewer plugs, but not the installation of said plugs. Lessor is not equipped for and shall not take responsibility for confined space entry.
- 6. Title to Equipment.** Lessor has full title to the equipment and under no circumstances shall title pass to Lessee. Lessee shall not remove or tamper with anything the Lessor has affixed to the equipment. Lessee shall protect and defend Lessor's title to the equipment against any outside influences and will keep the equipment free from liens and encumbrances. This equipment will remain the personal property of the Lessor and the Lessee will make this a known public fact to defend the Lessor's right to the equipment.
- 7. Trucking and Fuel.** Trucking charges are additional to the lease charge unless stated in writing. Lessee will pay the cost of trucking equipment to and from Lessor. Lessee is responsible for loading and unloading equipment. Lessee is responsible for returning equipment full of fuel, otherwise fuel will be charged at the greater of \$9.50 per gallon or the average fuel rate at the time of filling.
- 8. Risk of Loss.** Lessee bears the entire risk of loss of, damage to, or destruction of the equipment from all causes whatsoever during the term of this lease and thereafter until redelivery to Lessor. In the event of loss, damage, or destruction of equipment, Lessee, at its expense and at Lessor's option, shall repair such item, pay Lessor for repair, or if damaged beyond repair pay Lessor fair market value for the item. Above and beyond these costs, Lessee will still be responsible for the lease charge. Lessee assumes the full risk that the equipment leased will not perform the job for which it was leased, and regardless of outcome will be obligated to pay the lease charge.
- 9. Indemnity.** Lessee shall indemnify Lessor and hold it and its officers, directors, agents, employees, successors, and assigns harmless from any and all claims, liability, damage, or loss, including attorneys' fees, arising out of Lessee's lease or use of the equipment, including any failure of equipment to comply with or to be operated in accordance with any and all health and safety standards promulgated by law, including any OSHA regulation. Lessee shall, at its expense, defend Lessor against any and all suits or proceedings brought against Lessor, alone or in conjunction with others, based in any way upon Lessee's use or operation of the leased equipment, including claims of property damage, personal injury, or wrongful death. Lessee shall satisfy, pay, and discharge any judgments or fines that may be recovered against Lessor on such claims. This indemnity shall survive the termination of this lease.
- 10. Default and Enforcement.** If Lessee fails to pay any amount due within ten days that it is due; breaches any provision of this Agreement; or becomes insolvent, files for bankruptcy, executes an assignment for the benefit of creditors, ceases doing business, has a writ of execution or other legal process issued against it or the leased equipment, then Lessor has the right to enter Lessee's premises and take immediate possession of the equipment, without demand or notice, and without court order or other process of law. Lessee waives any and all damages or claims, including claims of trespass, stemming from such repossession. By accepting delivery of the equipment, Lessee expressly grants Lessor permission and consent to enter Lessee's property in order to retrieve the equipment. Lessor retains the right to pursue any other remedy. Lessee agrees and acknowledges that if it asserts a claim against Lessor for any reason and is not 100% successful in obtaining the relief sought, including being awarded each and every dollar that it asserts it is owed, Lessee will pay all of Lessor's costs and attorneys' fees incurred in the litigation or proceeding, including any appeals.
- 11. Insurance.** Lessee shall be the absolute insurer of the equipment during the term of this lease, and agrees during the term of this lease, while in transit to and from Lessee and until safely returned to Lessor, to keep the equipment fully insured and to pay all insurance premiums, at its expense, for not less than the replacement value of the equipment as of the commencement date of this lease and against all risks, including adequate public liability, bodily injury, and property damage liability insurance.
- 12. Environmental Sites.** Lessee is responsible for informing Lessor before equipment is delivered to any site where EPA decontamination procedures are required. Lessee is responsible for the decontamination of all equipment and accessories on any job. If equipment cannot be decontaminated, Lessor may hold Lessee liable for immediate payment of fair market value of the equipment.
- 13. Disclaimer of Warranties.** Lessee warrants that it leases the equipment "as is." Lessor has not made and does not make any representation or warranty with respect to the merchantability, condition, fitness for a particular use, quality, durability, or suitability of the equipment for the purposes and uses of Lessee, or any other representation or warranty of any kind or character—express, implied, or arising out of any law—with respect to the equipment. Lessor does not guarantee that the equipment will produce any outcome desired by Lessee. Lessor will not be liable for damages arising from improper use or malfunction of the equipment. Lessee acknowledges that it has had an opportunity to inspect the equipment and finds it suitable for its needs and in good condition. Lessee will inspect the equipment daily and promptly notify Lessor of any defects.
- 14. Non-Assignment.** Lessee shall not assign, transfer, pledge, relet, sublet, or hypothecate this Lease or the equipment. The Agreement shall inure to the benefit of Lessor, its affiliates, subsidiaries, parent companies (if any), successors, and assigns.
- 15. Lessee's Waivers; Absolute Obligations.** To the extent permitted by law, Lessee waives any and all rights and remedies conferred upon Lessee by the Michigan Uniform Commercial Code, including its rights to (a) cancel the lease, (b) repudiate the lease, (c) reject the equipment, (d) revoke acceptance of the equipment, (e) recover damages from the Lessor for breach of warranty or for any other reason, and to (f) deduct all or part of any claim of damages resulting from alleged default. Lessee's obligations under this lease are absolute and unconditional, regardless of any alleged breach by Lessor, and shall not be subject to any abatement, reduction, set-off, defense, counterclaim, or recoupment, for any reason whatsoever.
- 16. Choice of Law and Forum.** This Agreement shall be deemed executed in the State of Michigan and shall be interpreted in accordance with the laws of Michigan, regardless of any conflicts of law provision or rules of any state. Any lawsuit brought to resolve a dispute arising from this Agreement must be brought in an appropriate court in Michigan. Lessor and Lessee waive any defense that they may otherwise have as to forum non conveniens and waive any objection to personal jurisdiction in the State of Michigan. Lessor and Lessee acknowledge and express that Michigan is a reasonably convenient place for the trial of any such action.
- 17. NO CONSEQUENTIAL DAMAGES. REGARDLESS OF FAULT OR NEGLIGENCE, LESSOR SHALL NOT BE LIABLE TO LESSEE FOR ANY INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE SERVICES AND EQUIPMENT PROVIDED BY LESSOR, WHATEVER THE ALLEGED CAUSE, INCLUDING BUT NOT LIMITED TO, DELAY IN DELIVERY OF EQUIPMENT, FAILURE OF EQUIPMENT, ANY ALLEGED DEFECT IN ANY EQUIPMENT, OR FOR ANY OTHER REASON. LESSEE'S SOLE REMEDY IN ANY CLAIM AGAINST LESSOR WILL BE FOR REPAIR OR REPLACEMENT OF THE EQUIPMENT RENTED.**
- 18. Agreement.** This unexecuted agreement is valid for 30 days. By signing either these Terms and Conditions or any preceding pages of this lease, or by accepting delivery of the equipment, Lessee specifically acknowledges and agrees that it has received, has read, understands, and agrees to all terms set forth herein and set forth on the preceding pages hereof and that the same are hereby incorporated into the parties' agreement. This Agreement constitutes the entire agreement between the parties with respect to the subject matter of this Agreement and supersedes all prior written and oral agreements and understandings between the parties with respect to the subject matter of this Agreement. This Agreement cannot be amended except by a written agreement executed by the party or parties to be charged with the amendment.
- 19. Non Waiver.** Acceptance by either party of actions in nonconformity of the Rental Agreement or these Terms and Conditions shall not constitute a waiver to subsequently enforce any rights or obligations under the Agreement.

I understand and agree to the above terms and conditions as well as the acceptance of the equipment and pricing set forth on the preceding page. I also agree that the equipment I received reflects the proper quantities and is in good working order.



Date \_\_\_\_\_

Customer Signature \_\_\_\_\_



## TERMS AND CONDITIONS - USA

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I understand and agree to the above terms and conditions as well as the acceptance of the equipment and pricing set forth on the preceding page. I also agree that the equipment I received reflects the proper quantities and is in good working order.

Date \_\_\_\_\_

Customer Signature \_\_\_\_\_



 386.426.2411  
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# City Council Meeting City of DeBary AGENDA ITEM

<b>Subject:</b> Ordinance 11-2023; Declaring and Implementing a Temporary Development Moratorium	<b>Attachments:</b> <input checked="" type="checkbox"/> Ordinance
<b>From:</b> Carmen Rosamonda, City Manager	<input type="checkbox"/> Resolution
<b>Meeting Hearing Date</b> October 18, 2023	<input type="checkbox"/> Supporting Documents/ Contracts
	<input type="checkbox"/> Other

### REQUEST

City Manager is requesting City Council adopt Ordinance 11-2023 on second reading, Declaring and Implementing a Temporary Development Moratorium.

### PURPOSE

The purpose of the Ordinance is to provide adequate time to finalize and implement the City’s new Land Development Code.

### CONSIDERATIONS

- The City entered into a contract on April 22, 2020, to begin rewriting its Land Development Code.
- Due to turnover in Growth Management Directors, COVID, and change in vendors (S.M. & E. was purchased by Inspire Placemaking), the City experienced delays. The City received its first completed draft on September 14, 2023.
- During the development stage, the City must consider various state and local land regulation changes to build in necessary processes to accommodate such changes.
- Staff, in addition to making various changes, will be conducting various workshops with the City Council and citizens to gain feedback on the Codes.
- The time allocated to the moratorium is the estimated time to get these critical tasks completed.
- The Ordinance provides for a citywide moratorium, except for the Transit Oriented District (TOD) for all development which has not filed an application with the City.
- The City conducted a moratorium for the TOD District only in 2020 and revised regulations accordingly.
- The City Council approved the first reading of Ordinance #11-2023 on October 4, 2023.

**COST/FUNDING**

N/A

**RECOMMENDATION**

It is recommended that the City Council adopt Ordinance 11-2023 on second reading, Declaring and Implementing a Temporary Development Moratorium.

**IMPLEMENTATION**

Immediately upon adoption.

**ATTACHMENTS**

Ordinance 11-2023

**ORDINANCE NO. 11-2023**

**AN ORDINANCE OF THE CITY OF DEBARY, FLORIDA, DECLARING AND IMPLEMENTING A TEMPORARY DEVELOPMENT MORATORIUM FOR A PERIOD OF 9 MONTHS ON THE ACCEPTANCE, PROCESSING, AND CONSIDERATION OF APPLICATIONS FOR DEVELOPMENT ORDERS AND APPROVALS FOR CERTAIN PROPOSED DEVELOPMENTS AND PROJECTS WITHIN AND THROUGHOUT THE JURISDICTIONAL BOUNDARIES OF THE CITY, EXCEPTING AND EXCLUDING DEVELOPMENTS AND PROJECTS WITHIN THE CITY'S TRANSIT ORIENTED DEVELOPMENT OVERLAY DISTRICT, WHICH DISTRICT CONSISTS OF APPROXIMATELY 261 ACRES AND IS LOCATED SOUTH OF DIRKSEN ROAD ON THE EAST AND THE WEST SIDES OF U.S. HIGHWAY 17-92 RUNNING TO APPROXIMATELY 210 FEET SOUTH OF BUCKLEY DRIVE; AND PROVIDING FOR NON-CODIFICATION, CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.**

WHEREAS, the City of DeBary ("City"), as provided in section 2(b), Article VIII of the Florida Constitution and chapters 163 and 166, Florida Statutes, enjoys all home rule authority, police power, land development and zoning authority, governmental and proprietary powers necessary to conduct municipal government and perform municipal functions, and the City may exercise any power for municipal purposes, except as expressly prohibited by law; and

WHEREAS, the City recently studied, analyzed, drafted, and adopted land development regulations and standards relating to multifamily developments located within its transit oriented development overlay district the boundaries and area of which are shown on the attached Exhibit "A" ("TOD Area") to require commercial and mixed-use components for multifamily developments and projects and to provide enhanced standards and requirements for multi-family developments; and

WHEREAS, the City has spent the approximately last two years evaluating, and working with consultants in evaluating needed changes to the City's Land Development Code for development within the City; and

WHEREAS, based on the work of the City's planning department and City consultants and in order to utilize new best practices from other jurisdictions and concepts from private industry, changes to the City's Land Development Code are being evaluated; and

WHEREAS, the changes to the City's development regulations are intended to encourage, promote and allow the best possible development of properties within the City to ensure the

compatible and complimentary integration of uses through good planning, performance standards and professional planning methods and procedures, all while ensuring that property owners' and developers' rights to use and develop their property are preserved;

WHEREAS, the new amendments to the City's Land Development Code are expected to constitute the most significant substantive change to the Land Development Code since the City's incorporation in 1993 and are expected to include "form based codes" that will change the way the City reviews and approves development applications;

WHEREAS, such changes will also better accommodate and integrate several newer, recently enacted ordinances, including the City's ordinances pertaining to mobile food service vehicles, storage facilities, and back-yard chickens;

WHEREAS, the City finds and determines that multifamily and other developments outside and abutting the City's TOD Area impact not only the TOD Area but the existing and future residents, businesses, visitors, developments, roads, sewer, water and other uses and infrastructure outside the TOD Area throughout the City in a way that requires careful consideration and necessary changes to the Land Development Code; and

WHEREAS, in order to protect the health, safety and welfare of its citizens, property owners, and businesses for the development and redevelopment of property located in all areas of the City including, without limitation, those areas within and outside the TOD Area, additional and updated land development regulations and standards for developments throughout the City are required; and

WHEREAS, once the City staff completes its evaluation of multifamily and other uses and developments including, without limitation, commercial and mixed-use components and enhanced standards and requirements for developments throughout the remainder of the City's jurisdiction, City staff will prepare and process a proposed ordinance amending the City Land Development standards affecting development regulations for multifamily and other developments and projects throughout the remainder of the City outside the TOD Area;

WHEREAS, City staff recommends, and the City Council agrees, that a 9 month moratorium on certain development applications for all properties located outside the City's TOD area is required in order to provide additional time to analyze, review, consider, modify, and plan the process of adoption and implementation of the anticipated changes to the City's Land Development Code;

WHEREAS, the City desires to place the public and all parties on notice that the City is considering such land development regulation amendments and creating a temporary moratorium



on the acceptance, processing, and consideration of applications for development orders and approvals concerning properties located outside the City's TOD Area; and

WHEREAS, the City, in good faith, determines that this Ordinance is in the best interest of the City and its residents, businesses, and property owners, and promotes the health, safety, and welfare of the public as the creation of standards and requirements relating to commercial and multi-use components for multifamily and other development and redevelopment and enhanced standards and requirements for multifamily and other developments will improve aesthetics, increase property values, decrease road trips required and reduce traffic congestion, make multifamily and other projects more desirable to commercial and non-commercial tenants, increase walkability and pedestrian traffic, protect against blight and decay, and otherwise realize the City's vision for enhanced compatible and complimentary multifamily and other development within the City, and protect the well-being of the citizens, businesses, and property owners.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF DEBARY AS FOLLOWS:

SECTION 1. Intent. The above recitals are hereby adopted as the legislative intent and purpose of this Ordinance and as the City Council's legislative findings.

SECTION 2. Moratorium. The City hereby places a temporary moratorium (*i.e.*, suspension) on the acceptance, processing, and consideration of all applications for development orders and approvals of development permits for all properties proposing development located within the City, excluding those properties and developments located within the TOD Area. This temporary moratorium shall be for a period of nine (9) months following adoption of this ordinance at its second reading, unless terminated earlier by the City Council. Provided however, building permit applications for existing single family platted developments, non-residential developments for which preliminary or final site plans have been approved, and for the interior modification of existing multifamily structures and developments are excepted from such temporary moratorium. Furthermore, formal applications for development orders or development permits submitted prior to the first advertisement of this Ordinance by newspaper publication are exempt from the effect of this moratorium. For the purposes of this Ordinance, a formal application is defined as a complete PUD application submitted to the City following the conclusion of a pre-application meeting conducted pursuant to § 3-108 of the City's Land Development Code. Pursuant to this Ordinance, the terms "development order" and "development permit" mean the same as defined in section 163.3164, Florida Statutes. The moratorium established by this Ordinance may be extended or terminated early by adoption of an ordinance or resolution of the City Council.

SECTION 3. Non-Codification. Given the temporary nature and effect of this Ordinance, it is the intent of the City Council that this Ordinance may not be codified.

SECTION 4. Severability. If any section, subsection, sentence, clause, phrase, word or provision of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, whether for substantive, procedural, or any other reason, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions of this Ordinance.

SECTION 5. Conflicts. In the event of a conflict or conflicts between this Ordinance and any other ordinance or provision of law, this Ordinance controls to the extent of the conflict, as allowable under the law.

SECTION 6. Effective Date. This Ordinance will become effective immediately upon adoption by the City Council of the City of DeBary, Florida.

**APPROVED** on first reading on \_\_\_\_ day of \_\_\_\_\_ 2023.

**ADOPTED** at the second reading on \_\_\_\_ day of \_\_\_\_\_ 2023.

**CITY COUNCIL  
City of DeBary**

\_\_\_\_\_  
Karen Chasez, Mayor

Attest:

\_\_\_\_\_  
Annette Hatch, CMC, City Clerk

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

SEAL:



# City Council Meeting City of DeBary AGENDA ITEM

<b>Subject:</b> DeBary Central Park – Concept Plan	<b>Attachments:</b> <input type="checkbox"/> Ordinance
<b>From:</b> Carmen Rosamonda, City Manager	<input type="checkbox"/> Resolution
<b>Meeting Hearing Date</b> October 18, 2023	<input type="checkbox"/> Supporting Documents/ Contracts
	<input type="checkbox"/> Other

## REQUEST

City Manager is requesting City Council approve the proposed DeBary Central Park Conservation and Recreation Concept Plan.

## PURPOSE

The purpose of the Concept Plan is to revise the County’s recreational plan submitted to SJRWMD for the Perpetual Conservation Easement for the DeBary Bayou.

## CONSIDERATIONS

- Since 2019, the City’s TOD Master Plan envisioned a DeBary Central Park across from DeBary Main Street and in the middle of the high density development which was zoned in 2010.
- The 98-acre parcel is owned by the County by way of a FDOT land mitigation purchase for the 2004 expansion of Interstate 4. SJRWMD has a Perpetual Conservation Easement on the property. This property cannot be developed, except for conservation related recreational activities.
- The City Manager met with the County Manager and have verbally agreed on working through the process of exchanging the maintenance and control of the SunRail parking lot and common areas with the ownership of the 98 acres.
- In the current Conservation Easement, the County has planned on building 3 hiking trails with parking, but has yet to submit to SJRWMD.
- SJRWMD Staff has verbally agreed with the transfer of the property from the County to the City. If the City wants to revise the recreational plan in the Conservation Easement, SJRWMD Staff will bring it to the SJRWMD Board for approval.
- Once City Council approves the Concept Plan, Staff will submit this plan to the County and SJRWMD. Once SJRWMD Board approves, the City and the County will begin work on the FDOT maintenance agreement transfer to the City, along with a simultaneous ownership transfer of the 98 acres to the City.

- There are many benefits to the City for this exchange agreement with the County. First, by taking maintenance and control of the SunRail parking lot and common areas, this parking lot will serve as an adequate overflow parking for Main Street. Second, the DeBary Central Park will be another quality eco-tourism asset within our community that simply balances growth and enhances the lifestyle within the TOD.
- The DeBary Central Park Conservation and Recreation Concept Plan is a very long-term project. The amenities in this plan will be constructed when money is available. These amenities are also eligible for ECHO funds as well. Alexander Island is the first priority.
- There will be a cost for taking over the maintenance of SunRail Station. We will need one full-time employee, Maintenance Worker for Public Works, which costs approximately \$55,000 annually, which includes salary and benefits. This employee will not only service the SunRail Station (10-20 hours weekly), but also be allocated to other Public Works duties throughout the City. There will be costs for landscaping materials, such as mulch and plant replacement, if needed (\$1,500), and a professional pressure washing company for periodic cleanings (\$5,000).

### **COST/FUNDING**

There will be obvious costs associated with taking over the maintenance of the SunRail Station. As soon as this deal is completed, the City will need to hire one (1) full-time Maintenance Worker for Public Works, landscaping material, such as mulch, and periodic professional pressure washing services.

### **RECOMMENDATION**

It is recommended that the City Council approve the proposed DeBary Central Park Conservation and Recreation Concept Plan and its submittal to Volusia County and St. Johns River Water Management District.

### **IMPLEMENTATION**

Immediately upon approval.

### **ATTACHMENTS**

DeBary Central Park Conservation & Recreation Concept Plan  
Perpetual Conservation Easement  
Volusia County Recreational Plan

**PREPARED BY AND RETURN TO:**

Kris Davis  
St. Johns River Water Management District  
4049 Reid Street/Highway 100 West  
Palatka, FL 32177

This document constitutes a conveyance from a state agency or instrumentality to an agency of the state and is not subject to documentary stamp tax pursuant to 12B-4.014(10), F.A.C.

**PERPETUAL CONSERVATION EASEMENT**

THIS INDENTURE, made and entered into this 11<sup>th</sup> day of April, 2017, by and between the **COUNTY OF VOLUSIA**, a political subdivision of the State of Florida, whose address is 123 West Indiana Avenue, Deland, Florida 32720 (hereinafter referred to as the "Grantor") and the **ST. JOHNS RIVER WATER MANAGEMENT DISTRICT**, a public body existing under Chapter 373 of the Florida Statutes, whose mailing address is Post Office Box 1429, Palatka, Florida 32178-1429 (hereinafter referred to as the "Grantee").

**WITNESSETH:**

**WHEREAS**, Grantor is the owner of 100% fee interest in certain real property lying and being situated in Volusia County, Florida, known as Gemini Springs Addition, more specifically described in Exhibit "A," attached hereto and incorporated herein by reference (hereinafter referred to as the "Property"); and

**WHEREAS**, the interest in the Property as described above was donated to Grantor by Grantee pursuant to the Grantee's 2012 Lands Assessment Implementation Plan adopted by Grantee's Governing Board in December 2012; and

**WHEREAS**, the Property was purchased by the St. Johns River Water Management District with mitigation funds from the Florida Department of Transportation pursuant to Section 373.4137, Florida Statutes, and the intent of the mitigation was for the land to be managed for conservation purposes in perpetuity; and

**WHEREAS**, the Grantor and the Grantee mutually recognize the natural, scenic and special character of the Property and have the common purpose of conserving the natural value and character of the Property by conveyance to the Grantee of a Perpetual Conservation Easement (hereinafter referred to as the "Easement") on, over and across the Property, which shall conserve the ecological and hydrological integrity of the Property, conserve and protect the animal and plant populations on the Property, and prohibit certain further development activity on the Property.

**NOW, THEREFORE**, the Grantor, in consideration of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration in hand paid by the Grantee to the Grantor, the receipt and sufficiency of which is hereby acknowledged, hereby voluntarily

grants and conveys to the Grantee and its successors and assigns forever this Easement pursuant to Section 704.06, Florida Statutes, on, over, upon, and across the Property of the nature, character, and extent hereinafter set forth.

**I. PURPOSE OF THE EASEMENT**

The purpose of this Easement is to foster, restore, preserve and protect, in perpetuity, the ecological, biological and hydrological integrity of the Property, including the Property's natural features, water resource benefits, cultural attributes, wildlife and plant life features, and resource-based recreation, and to prevent any development or other use of the Property that interferes with the accomplishment of these purposes.

**II. PROHIBITIONS AND RESTRICTIONS ON USE**

Any activity on or use of the Property inconsistent with the purpose of this Easement is prohibited. Without limiting the generality of the foregoing, the following activities and uses are expressly prohibited; provided, however, uses expressly authorized under Section III and/or a Management Plan approved by the Grantee, as described in Section VII below ("Management Plan"), are not prohibited:

1. **Uses.** Except as may be expressly allowed under Section III herein, no commercial, residential, agricultural or industrial activity shall be undertaken or allowed on the Property, nor shall any right of passage across or upon the Property be allowed or granted if that right of passage is used in conjunction with said activities.

2. **Waters, Drainage and Wildlife.** No hydrological modifications or activities which cause substantial or permanent degradation to water quality or quantity, drainage, flood control, water conservation, erosion control, soil conservation, or fish and wildlife habitat preservation shall be allowed. The Grantor may maintain the existing swales and existing water conveyance features, including the culverts identified in the Easement Documentation Report (hereinafter referred to as the "EDR", as described in Section VI herein). Maintenance of water conveyance structures shall be addressed in the Management Plan.

3. **Construction and Fences.** Except as may be expressly allowed under Section III of this Easement, there shall not be any construction or placement of additional buildings, mobile homes, roads, infrastructure, or utilities on, under, or above the ground. Any fences on the Property shall not substantially impede the movement of wildlife (hereinafter referred to as "Wildlife Friendly") upon, onto, or across the Property.

4. **Dumping.** There shall be no dumping or placing of trash, solid or liquid waste (including sludge material, biowaste and biosolids), or hazardous materials, wastes or substances, toxic waste or substances, pollutants or contaminants, or unsightly or offensive materials, including but not limited to those as defined by the Federal Solid Waste Disposal

Act ("SWDA"), the Federal Clean Air Act ("CAA") the Federal Clean Water Act ("CWA"), the Federal Resource Conservation and Recovery Act of 1976 ("RCRA"), the Federal Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), the Federal Superfund Amendments and Reauthorization Act of 1986 ("SARA"), the Federal Emergency Planning and Community Right-To-Know Act ("EPCRA"), the Federal Insecticide, Fungicide and Rodenticide Act ("FIFRA"), the Toxic Substances Control Act ("TSCA"), Chapters 161, 253, 373, 376, and 403, Florida Statutes, and the rules and regulations of the (i) United States Environmental Protection Agency; (ii) the Florida Department of Environmental Protection; and (iii) the St. Johns River Water Management District, now or at any time hereafter in effect, or any Florida Statute defining hazardous materials, wastes or substances, toxic wastes or substances, pollutants or contaminants (hereinafter collectively referred to as "Contaminants") on the Property. This prohibition shall not be construed to include customary lawful accumulation of agricultural waste generated as a result of allowed activities under Section III, nor prohibit the use and lawful application of chemicals, pesticides, herbicides or fertilizers, dirt, soil, rock, shell and other materials in accordance with the activities allowed under this Easement or the Management Plan.

**5. Concentrated Animal Feeding Operations.** There shall be no concentrated animal feeding areas for bovine, swine, poultry or other animals on the Property.

**6. Invasive Exotic Species.** Grantor shall not plant, nor take any action to intentionally encourage the spread of, Invasive Exotic Species on the Property, and shall use best efforts to control the spread of any Invasive Exotic Species on the Property in accordance with the Plan for Treatment of Invasive and/or Exotic Species referred to in Section VII below. Invasive Exotic Species shall mean those invasive exotic plants described in Category I and Category II of the Florida Exotic Pest Plant Council's (or its successor's) list of Invasive Species, as it is periodically updated.

**7. Pesticides, Herbicides and Fertilizers.** Pesticides, herbicides, and fertilizers must be applied in accordance with manufacturer's label instructions, and such use shall be included in the Management Plan. All such applications shall further be subject to any applicable permitting requirements, and shall be in accordance with Best Management Practices described in Section V herein (hereinafter referred to as "BMPs").

**8. Mining, Drilling, Excavation, Filling and Dredging.** Except as otherwise allowed under Section III herein, there shall be no mining, drilling, excavation, filling or dredging on the Property. Under no circumstance shall there be any exploration for, or extraction of, oil or gas (including all petroleum or hydrocarbons), sand, loam, peat, gravel, phosphate, rock, soil, or other surface or subsurface material, except as part of any restoration or enhancement activity as provided in Section III herein. Grantor is not precluded from selling soil that is removed from the Property in the accomplishment of an authorized restoration or enhancement activity provided for under Section III herein, provided said sale is a component of a Grantee-approved activity and the proceeds of said sale are dedicated to the management or restoration of the Property.

9. **Commercial Signs or Billboards.** Except for signs identifying the Property or the allowed activities thereon, or regulatory signs such as "No Hunting" and "No Trespassing", there shall be no signs, including commercial signs or billboards, temporary or permanent, constructed, placed or maintained upon the Property.

10. **Conversion of Wetlands or Protected Natural Areas.** Except for isolated activities as authorized in Section III or identified in the Management Plan, areas identified in the EDR as "Wetlands" or "Protected Natural Area" shall not be converted to other land uses or more improved uses.

11. **Historical and Archaeological Resources.** There shall be no activities on or uses of the Property inconsistent with the "Management Procedures for Archaeological and Historical Sites and Properties on State-Owned or Controlled Properties (2013)", as may be revised from time to time. As of the date of this Easement, four sites on the Property are reported in the Florida Division of Historical Resources Master Site File.

12. **Subdivision and Transfer.** Grantor shall not sell, transfer or convey title to the Property.

13. **Revenues Produced from the Property.** Revenues produced from any use of the Property must be dedicated to the management or restoration of the Property.

14. **Compliance with Permits.** Grantor shall comply with all applicable permits and permit conditions governing the Property, including Special Condition #2 in the Department of the Army Permit #SAJ [REDACTED] (IP-JG), and to the extent the conveyance of fee simple title from Grantee to Grantor requires any action regarding such permits, such action shall be taken by Grantor. The deed conveying fee simple title from Grantee to Grantor was recorded in the Official Records of Volusia County, Florida immediately preceding the recording of this Easement.

**III. RIGHTS RESERVED TO GRANTOR**

Grantor reserves unto itself and its successors and assigns, all rights accruing from its ownership of the Property that are not inconsistent with the purpose of this Easement. Grantor has the right to engage in or permit or invite others to engage in any uses of the Property that: (a) are not expressly prohibited herein; (b) are expressly provided for in the Management Plan, and any Grantee-approved updates thereto; and (c) follow BMPs. Additionally, Grantor reserves unto itself and its successors and assigns, the following rights:

1. **Fee Simple Title.** Grantor has, and shall be deemed hereby to have retained, the underlying fee simple title absolute in the Property.

2. **Agreements for Services.** Grantor shall have the right to enter into agreements for specific land management services for the Property, provided such services



are in compliance with this Easement and all permits governing the Property.

3. **Roads, Trails, and Firebreaks.** Grantor may maintain the existing trails on the Property, as identified in the EDR. Grantor may construct unpaved roads to access structures and facilities and construct paved or unpaved trails as set forth in the Management Plan. When siting such new access roads and trails, Grantor agrees to use a practicable direct route that does not otherwise violate the terms of this Easement. Road and trail construction may include ancillary ditches, culverts and crossings, provided there is no detrimental alteration of hydrology. Typical construction and maintenance activities may include disking, plowing, grading, excavating and the application of clay, gravel, shell or other like material. All such construction and maintenance shall be subject to any applicable permitting requirements, shall be included in the Management Plan, and shall be in accordance with the applicable BMPs.

Grantor may maintain existing firebreaks and fire lines, and may plow new firebreaks and fire lines as reasonably required for fire prevention and/or control.

4. **Structures and Wells.**

a. **Structures.** Grantor reserves the right to repair and replace, in their existing size and location, the structures and associated facilities located on the Property at the time of closing and identified in the EDR. Grantor may install and maintain Wildlife Friendly fencing as Grantor deems necessary for land management purposes. In addition, Grantor is allowed to construct new structures and facilities that are described in the Management Plan and support the natural resource protection or public recreational use of the Property, such as restrooms, kiosks, and pavilions.

b. **Wells.** Grantor may install a limited number of wells for monitoring purposes or to support approved activities and structures provided for in the Management Plan. The Management Plan shall include a location map of any wells on the Property.

5. **Silviculture.**

a. **Planted Pine Areas.** Grantor shall have the right to conduct silviculture operations and harvest timber on the Property only in the Planted Pine Areas identified in the EDR, provided: (a) the applicable BMPs are followed; (b) plantings are in native or indigenous vegetation that is appropriate for the habitat; (c) bedding is prohibited; and (d) operations and harvest plans are described in the Management Plan.

b. **Wetlands.** Wetlands are those areas identified as Wetlands in the EDR (hereinafter referred to as "Wetlands"). In emergency situations that pose an imminent threat to the resource and/or public safety, Grantor is authorized to preemptively cut trees and vegetation in the Wetlands, such as in defensive measure for wildfires. Grantor must provide Grantee at least three (3) days advance notice before preemptively cutting trees or vegetation in the Wetlands in defensive measure against infestation or disease. Subject to applicable permitting requirements, Wetlands road crossings associated with timber

extractions are authorized, provided BMPs are followed.

c. **Disaster Harvesting.** Salvage harvesting following natural disasters, including, but not limited to, insect infestations, floods, drought, storms, plant disease, or wildfires, shall be allowed in all areas of the Property in accordance with applicable BMPs. Following such natural disasters, all site preparation and re-establishment activities shall be conducted according to BMPs. However, Grantor is not required to re-establish areas following natural disasters.

6. **Resource-based Recreation and Non-native or Nuisance Animals.** Grantor reserves the right for itself and the public to use the Property for resource-based recreational activities, including, but not limited to, fishing, horseback riding, hiking, bicycling, and birding, to the extent possible considering the environmental sensitivity of the Property. Grantor must ensure that said activities: (a) are in compliance with Section 373.1391, Florida Statutes; (b) are included in the Management Plan; and (c) do not interfere with the accomplishment of the purpose of this Easement. Grantor reserves the right to control nuisance or non-native animals. All of the foregoing activities shall be conducted in compliance with applicable federal, state and local laws.

7. **Access.** Grantor retains the right to control and limit all access to the Property, subject to the Grantee's and the U.S. Army Corps of Engineers' rights of access granted herein.

8. **Restoration, Maintenance and Enhancement.** Grantor shall retain the right to engage in activities on the Property designed to restore, maintain or enhance the Property, provided that: (a) Grantee is notified in writing prior to the commencement of such activities; (b) such activities are properly permitted by the appropriate authorities; (c) such activities are conducted in compliance with all permits governing the use of the Property; and (d) such activities are performed in accordance with the Management Plan.

9. **Quiet Use and Enjoyment.** Grantor retains all rights and use of the Property not otherwise prohibited by the express terms of this Easement, including all rights of possession and of quiet use and enjoyment.

#### IV. **GRANTEE'S AFFIRMATIVE RIGHTS**

Subject to the rights and interests of Grantor herein reserved, Grantor gives, grants and conveys the following affirmative rights to Grantee:

1. Grantee shall have visual and physical access to the Property for the following purposes:

a. **Inspection, Monitoring, and Enforcement.** Grantee shall have access to the Property for inspection, monitoring, and enforcement of the terms and conditions of this Easement, including, but not limited to, the prohibitions and restrictions

on use set forth in Section II.

b. **Scientific Investigation and Water Resources.** Grantee shall have access to the Property for scientific investigation and monitoring water resources on the Property, including the right to install wells and monitoring equipment. Grantee shall furnish Grantor with reasonable advance notice of any physical access to or inspection of the Property.

c. **Restoration Activities.** The Grantee shall have the right, but not the responsibility, to conduct restoration activities on the Property, subject to Grantor's approval, which approval shall not be unreasonably withheld. Such restoration activities shall be described in the Management Plan.

2. As provided in Section V herein, Grantee shall have the right to enforce, by proceedings at law or in equity, compliance with this Easement, including, but not limited to, the right to require restoration by Grantor of the Property to the pre-violation condition.

3. Grantor acknowledges and agrees that all development rights that are now or hereafter allocated to, implied, reserved, or inherent in the Property, except as may be specifically reserved to the Grantor in this Easement, are hereby irrevocably transferred to the Grantee. Neither the Property nor any portion thereof may be included as part of the gross area of other property not subject to this Easement for the purposes of determining density, lot coverage, or open space requirements, under otherwise applicable laws, regulations or ordinances controlling land use and building density. No development rights that have been transferred by this Easement shall be transferred to any other land pursuant to a transferable development rights scheme or cluster development arrangement or otherwise, nor shall any development rights or density credits be transferred onto the Property from other property.

## V. **GENERAL PROVISIONS**

1. **Grantee's Remedies.** In the event that Grantee becomes aware of a violation of the terms of this Easement, Grantee shall give notice to Grantor in accordance with the Notice provisions of this Section ("Notice of Violation"). Failure by Grantor to initiate curative action within fifteen (15) days of receipt of the Notice of Violation and to discontinue, abate, or cure the violation within thirty (30) days after receipt of the Notice of Violation, or a longer period of time if provided for in the Notice of Violation, shall entitle Grantee to bring an action at law or in equity before a court of competent jurisdiction to: (i) enforce the terms of this Easement; (ii) require the restoration of the Property to the condition that existed prior to such activity; (iii) recover liquidated damages in lieu of restoration of harvested timber in the event Grantor harvests or causes to be harvested timber in violation of this Easement and Grantor stipulates to liquidated damages for such violation in an amount equal to four hundred percent (400%) of the then fair market value of the harvested timber; provided, however, nothing herein shall be construed to alter or waive Grantee's right to seek restoration of any portions of the Property altered in violation of this Easement; (iv) enjoin

such noncompliance by a temporary or permanent injunction in a court of competent jurisdiction; (v) seek a mandatory injunction in a court of competent jurisdiction to compel Grantor to take such corrective action as required to remedy the violation; (vi) recover any damages arising from noncompliance with this Easement; and/or (vii) invoke its fee reverter rights, as provided for in the deed of conveyance from Grantee to Grantor, recorded immediately preceding this Easement in the Official Records of Volusia County, Florida, whereby Grantee has the option of requiring Grantor to return to Grantee all right, title and interest in the Property if the terms of the Easement are violated by Grantor. Damages arising from noncompliance with this Easement, when recovered, may be applied by Grantee, in its sole discretion, to corrective action on the Property.

a. If Grantee, in its sole discretion, determines that circumstances require immediate action to prevent or mitigate significant damage to the conservation values of the Property, Grantee may pursue its remedies under this paragraph without prior notice to Grantor or without waiting for the period for cure to expire; provided, however, that Grantee shall provide notice to Grantor of the violation and Grantee's actions to prevent or mitigate said damage at the earliest feasible time.

b. Grantee does not waive or forfeit the right to take such action as may be necessary to ensure compliance with this Easement by any prior failure to act and Grantor hereby waives any defense of laches with respect to any delay by Grantee in acting to enforce any restriction or exercise any rights under this Easement.

c. Nothing herein shall be construed to entitle Grantee to institute any enforcement proceedings against Grantor for any changes to the Property or plant or animal life thereon due to causes beyond Grantor's control, such as, without limitation, changes caused by fire, flood, storm, earthquake, major plant or animal disease, acts of God, or the wrongful acts of third persons done without the knowledge or consent of Grantor. In the event violations of this Easement are caused by wrongful acts of third persons done without the knowledge or consent of Grantor, if Grantee requests, Grantor agrees to assign such right of action to Grantee, to join in any suit and/or to appoint Grantee as attorney-in-fact of Grantor for the purposes of pursuing an action against such third persons.

2. **Recordation.** Grantor shall record this Easement in the Official Records of Volusia County, Florida, and shall provide Grantee with a copy of the Easement with recording information affixed thereto within thirty (30) days of the date of the Easement. Grantee may re-record this Easement at any time Grantee may so require to preserve its rights. Grantor shall pay all recording costs necessary to initially record this Easement in the Official Records.

3. **Taxes and Assessments.** Grantor agrees to pay when due any real estate taxes or other assessments levied on the Property. Upon request of Grantee, Grantor shall furnish to Grantee timely proof of such payment. In the event that Grantor fails to pay any tax or assessment on the Property when due, Grantee, subject to the notice and cure provision of this Easement and in Grantee's absolute discretion, may pay such tax or assessment. Notwithstanding the foregoing provisions, Grantor shall have the right to

contest in good faith by all appropriate proceedings the amount, applicability or validity of any such taxes or assessments, and in connection with and during the pendency of such contest, the Grantor may refrain from paying such taxes or assessments.

4. **Modification.** The terms and conditions of this Easement may be modified only by mutual agreement, in writing, between the Grantor and the Grantee, or their respective successors or assigns and shall be recorded in the Official Records of Volusia County, Florida.

5. **Attorneys' Fees and Costs.** In any dispute between Grantor and Grantee arising out of this Easement which results in the filing of a lawsuit, each party in such action shall bear its own attorney's fees and costs (including fees and costs of appeal) incurred by such party in regard to this dispute.

6. **Successors and Assigns.** The terms "Grantor" and "Grantee" as used herein shall include, without limitation, the successors and assigns of Grantor and Grantee. The covenants, terms, conditions and restrictions of this Easement shall be binding upon and inure to the benefit of such Grantor and Grantee and shall continue as a servitude running in perpetuity with the Property.

7. **Notices.** Any notice, demand, consent, or communication that either party is required to give to the other hereunder shall be in writing and either served personally by hand-delivery, next-day courier delivery, or by registered or certified mail, postage prepaid, addressed as follows:

To the Grantor: County of Volusia  
Attn: County Manager  
123 West Indiana Avenue  
DeLand, Florida 32720  
Telephone: (386) 736-5950 Fax: (386) 736-5990

With a copy to: County of Volusia  
Attn: County Attorney  
123 West Indiana Avenue  
DeLand, Florida 32720  
Telephone: (386) 736-5950 Fax: (386) 736-5990

To the Grantee: St. Johns River Water Management District  
Bureau Chief, Bureau of Real Estate Services  
4049 Reid Street/Highway 100 West  
Palatka, Florida 32177  
Telephone: (386) 329-4335 Fax: (386) 329-4103

or to such other address as any of the above parties shall from time to time designate by written notice, delivered pursuant to the terms of this paragraph. All such notices delivered hereunder shall be effective upon delivery or within five (5) days from the date of mailing if

sent by registered or certified mail.

8. **Good Faith Covenant.** Each party hereto agrees that it shall act in good faith and deal fairly with the other party in performing its obligations and enforcing its rights as set forth in this Easement. Each party affirmatively commits to fulfill its obligations under this Easement honestly and with diligence and integrity. Each party further agrees to avoid impairing the other's performance, and each shall cooperate with the other party to fulfill its obligations timely and efficiently.

9. **Mediation.** From time to time, the terms and conditions of this Easement will require Grantor and Grantee to reach agreement on certain plans and courses of action described and contemplated herein. Grantor and Grantee agree to attempt to reach agreement on such plans and courses of action in good faith. In the event that, after a reasonable effort, Grantor and Grantee fail to reach agreement on a plan or course of action required to be undertaken pursuant to this Easement, then, in that event, Grantor and Grantee may submit such issue to mediation. Mediation shall be held at a time and place mutually agreeable to Grantor and Grantee provided, however, in no event shall the mediation be scheduled later than sixty (60) days after notice provided by one party to the other requesting mediation on the issue in dispute. The mediation shall be held before a mediator who is mutually acceptable to both Grantor and Grantee and having expertise in the subject matter in dispute. This mediation provision is intended to apply to good faith disputes regarding mutual decisions to be reached by Grantor and Grantee under the terms and conditions of this Easement. In no event shall this mediation provision supplant or impede election of the remedies set forth in Section V.1 herein.

10. **Construction of Document.** As used herein, "shall" is always mandatory. This Easement was jointly prepared by the parties upon the review and advice of their respective legal counsel. It is the intent of the parties that, in construing the intent of the parties hereto, there shall be no presumption in favor of either party by virtue of which party is primarily responsible for drafting this Easement.

11. **Sovereign Immunity and Regulatory Authority.** Nothing in this Easement shall be construed to constitute a waiver of the Grantor's or Grantee's sovereign immunity over and above the waiver of sovereign immunity set forth in Section 768.28, Florida Statutes, or waiver of any other statutory or common law immunity, including the recreational use immunity of the Grantee set forth in Section 373.1395, Florida Statutes. Nothing herein shall be construed to restrict or abrogate the lawful regulatory jurisdiction or authority of Grantor or Grantee, or relieve Grantor from the responsibility of obtaining and/or maintaining compliance with all necessary permits, and any other regulatory authorizations from Grantee or other governmental agencies asserting jurisdiction over Grantor's activities.

12. **Condemnation.** If the Property, or any portion thereof, is condemned under the power of eminent domain, or determined necessary for public utility purposes, Grantee and Grantor shall be entitled to compensation in accordance with applicable law to the extent and in the proportion that the rights of each party are affected by any such act of condemnation.

**13. Environmental Warranty and Indemnification.** Grantor shall not take any action to cause the Property to fail to be in compliance with applicable Environmental Laws. Moreover, subject to the limits of liability provided by Section 768.28, Florida Statutes, Grantor hereby indemnifies and agrees to save, defend and hold harmless, to the extent allowed by law, Grantee from and against any and all liabilities, claims, demands, losses, expenses, damages, fines, fees, penalties, suits, proceedings, actions, costs and other liabilities (whether legal or equitable in nature including, without limitations, attorney's fees and costs) claimed or asserted by or on behalf of any person or governmental authority arising from or connected with the release or threatened release by Grantor of any Hazardous Materials on, at, beneath, or from the Property, or arising from or connected with a violation by Grantor (or Grantor's agents, employees, invitees or guests) of Environmental Laws. Provided, however, in the event that Grantee is named or joined as a party in a suit or proceeding alleging a violation of Environmental Laws (or a violation by Grantor's agents, employees, invitees or guests), Grantee shall give Grantor timely notice of such suit or proceeding. Upon receipt of such notice, Grantor shall tender a defense of Grantee in such action or proceeding. Grantee shall have the right to reasonably approve Grantor's selection of counsel for such defense. So long as Grantor tenders and maintains such defense on behalf of Grantee, the indemnity provisions of this Paragraph shall not extend to attorney's fees and costs incurred or paid by Grantee in defense of such suit or proceeding if such fees and costs are independent of the defense tendered by Grantor.

The term "Environmental Law" shall mean all federal, state and local laws including statutes, regulations, ordinances, codes, rules and other governmental restrictions and requirements regulating or imposing standards of conduct (including common law) concerning air, water, solid waste, hazardous materials, worker and community right to know, hazard communication, noise, radioactive materials, resource protection, subdivision, inland wetlands and water courses, health protection and similar environmental health, safety, building and land use as may now or at any time hereafter be in effect, including, but not limited to, as amended, the Federal Solid Waste Disposal Act ("SWDA"), the Federal Clean Air Act ("CAA"), the Federal Clean Water Act ("CWA"), the Federal Resource Conservation and Recovery Act of 1976 ("RCRA"), the Federal Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), the Federal Superfund Amendments and Reauthorization Act of 1986 ("SARA"), the Federal Emergency Planning and Community Right-To-Know Act ("EPCRA"), the Federal Insecticide, Fungicide and Rodenticide Act ("FIFRA"), the Toxic Substances Control Act ("TSCA"), Chapters 161, 253, 373, 376, and 403, Florida Statutes, and the rules and regulations of the (i) United States Environmental Protection Agency; (ii) the Florida Department of Environmental Protection; and (iii) the St. Johns River Water Management District, now or at any time hereafter in effect. The term "Hazardous Materials" shall mean any petroleum, petroleum products, fuel oils, waste oils, explosives, reactive materials, ignitable materials, corrosive materials, hazardous wastes, hazardous substances, extremely hazardous substances, toxic substances, toxic chemicals, radioactive materials, infectious materials, and any other element, compound, mixture, solution, or substance which may pose a present or potential hazard to human health or the environment. The term "Hazardous Materials" shall not include pesticides, herbicides, and fertilizer applied in

accordance with (i) manufacturer's label instructions; (ii) any applicable permitting process; and (iii) any applicable BMPs.

**14. General Indemnification.** To the extent allowed by law, Grantor shall indemnify and hold harmless the Grantee, its employees, agents and assigns for any and all liabilities, claims, demands, losses, damages, fines, fees, penalties, suits, proceedings, actions and costs of actions, sanctions asserted by or on behalf of any person or governmental authority, and other liabilities (whether legal or equitable in nature and including, without limitation, court costs and reasonable attorney's fees and attorney's fees on appeal) to which Grantee may be subject or incur relating to the Property, which may arise from Grantor's or its agent's, contractor's, or invitee's negligent acts or omissions or Grantor's breach of any representation, warranty, covenant, or agreements contained in this Easement, or violations by Grantor, or its agents, contractors, or invitees, of any federal, state or local laws, including all Environmental Laws, all subject to the limits of liability provided by Section 768.28, Florida Statutes.

**15. Best Management Practices.** As used in this Easement, the term "Best Management Practices" shall be deemed to be those Best Management Practices that are or may be established for permissible uses of the Property by the Florida Department of Agriculture and Consumer Services ("DACCS"), the University of Florida Institute of Food and Agricultural Sciences ("IFAS"), the Natural Resources Conservation Service ("NRCS"), or the local soil and water conservation district, or, in the absence of the foregoing, those BMPs then utilized as the prevailing practices for such use.

## **VI. EASEMENT DOCUMENTATION REPORT**

Grantor and Grantee acknowledge and agree that an Easement Documentation Report of the Property was prepared prior to closing and attached hereto as Exhibit "B". Grantor and Grantee acknowledge and agree that the EDR is based on the best available data. In the event a controversy arises with respect to the nature and extent of the physical, ecological or biological condition of the Property, the parties may utilize the EDR and any other relevant documents, surveys, photographs, field inspections, or other information to assist in the resolution of the controversy. The EDR shall serve, however, as the principal base line for the biological, ecological, and physical condition of the Property on the date of this Easement.

## **VII. MANAGEMENT PLAN AND ANNUAL REPORT**

**1. Management Plan.** Grantor and Grantee acknowledge that a Management Plan for the Property was prepared by Grantee prior to the donation of the Property to Grantor (Gemini Springs Addition Land Management Plan, March 2006) and that the Plan was revised by Grantor and approved by Grantee's Governing Board prior to Grantee's transfer of fee title to the Property to Grantor. The Management Plan, and any updates thereto, shall describe Grantor's uses, operations and improvements upon the Property as



reserved or allowed to Grantor by this Easement. The Management Plan shall set forth Grantor's plans for silvicultural operations, public recreation (including appropriate limitation on the number of persons and vehicles utilizing the Property), use of pesticides, herbicides and fertilizers, wildlife management, construction, including, but not limited to, structures, roads and trails, restoration plans, and other land use activities upon the Property. In addition, a separate Plan for Treatment of Invasive Exotic Species prepared by Grantor shall be attached to the Management Plan. The Management Plan shall specify that all activities to be conducted upon the Property shall be in accordance with the applicable BMPs and this Easement.

The Management Plan shall be subject to revision by amendment submitted by Grantor to Grantee's Bureau Chief, Bureau of Real Estate Services, in accordance with Section V.7 herein. Proposed amendments shall be submitted for Grantee's review and approval no more frequently than semi-annually, but no less frequently than every ten (10) years. Grantee shall have up to sixty (60) days to review the Management Plan amendment and submit comments to Grantor or approve the amended Plan. If Grantee does not respond to Grantor within sixty (60) days, the amendment shall be deemed to have been approved by Grantee. The Management Plan and each amendment shall be consistent with the purpose and provisions of this Easement.

**2. Annual Report.** Each year, on or before the anniversary date of the date of recording of this Easement, or such other date that is mutually agreed upon in writing by Grantor and Grantee, Grantor shall prepare and furnish to Grantee an annual report that includes: (i) a statement documenting Grantor's compliance with the Management Plan, including the Plan for Treatment of Invasive Exotic Species, and the Easement, for the preceding year; (ii) Grantor's activities upon and use of the Property during the preceding year; and (iii) Grantor's proposed activities upon and use of the Property during the current/upcoming year.

#### **VIII. ENFORCEMENT RIGHTS OF THE U.S ARMY CORPS OF ENGINEERS.**

The U.S. Army Corps of Engineers, (hereinafter referred to as the "USACE"), as a third-party beneficiary of this Easement, shall have the right to enforce the terms and conditions of this Easement, including: (a) The right to take action to preserve and protect the environmental value of the Property; (b) The right to prevent any activity on or use of the Property that is inconsistent with the purpose of this Easement, and to require the restoration of areas or features of the Property that may be damaged by any inconsistent activity or use; (c) The right to enter upon and inspect the Property in a reasonable manner and at reasonable times to determine if Grantor or its successors and assigns are complying with the covenants and prohibitions contained in this Easement; (d) The right to enforce this Easement by injunction, or to proceed at law or in equity to enforce the provisions of this Easement and the covenants set forth herein, to prevent the occurrence of any of the prohibited activities set forth herein, and the right to require Grantor, or its successors or assigns, to restore such areas or features of the Property that may be damaged by any inconsistent activity or use or unauthorized activities.

The Grantor, including their successors or assigns, shall provide the USACE at least sixty (60) days advance notice in writing before any action is taken to amend, alter, release, or revoke this Easement. The Grantee shall provide reasonable notice, and the opportunity to comment or object to the release or amendment to the USACE. The Grantee shall consider any comments or objections from the USACE when making the final decision to release or amend this Easement.

**IX. DUTY OF CARE.** Grantor and Grantee recognize and acknowledge the natural, scenic, aesthetic, ecological and hydrological character of the Property and have the common purpose and intent of the conservation and preservation of the Property in perpetuity. Accordingly, Grantor hereby acknowledges a continuing duty of care to Grantee imposed by this Easement upon Grantor to carry out the intent and purpose of this Easement with regard to Grantor's ownership and occupancy of the Property.

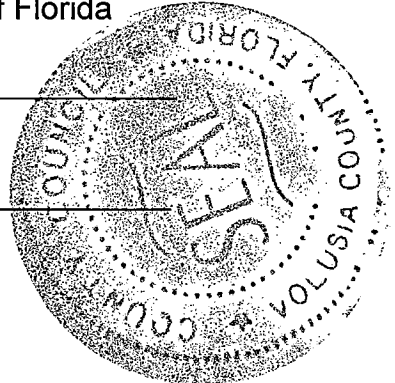
**(Signatures on following pages)**

IN WITNESS WHEREOF, the parties hereto have duly executed this Easement, to become effective as of the day and year first above written.

**GRANTOR:**

ATTEST:  
By: [Signature]  
Name: James T. Dinneen  
Title: County Manager/Clerk  
Dated: 4/6/17

**County of Volusia**, a political subdivision of the State of Florida  
By: [Signature]  
Name: Ed Kelley  
Title: County Chair  
Dated: 4/6/17



STATE OF FLORIDA  
COUNTY OF VOLUSIA

I HEREBY CERTIFY, that on this 6th day of April A.D., 2017, before me personally appeared Ed Kelley, Chair, and James T. Dinneen, County Manager, who are personally known to me and who executed the foregoing conveyance and acknowledged the execution thereof to be free acts and deeds as such officers thereunto duly authorized, and the said conveyance is the act and deed of the County of Volusia.

Witness my hand and official seal this 6th day of April, 2017.

[Signature]  
Print Name: Lynn A. Parnell  
My Commission Expires: 4/19/18



**Perpetual Conservation Easement  
County of Volusia, Grantor  
St. Johns River Water Management District, Grantee  
Gemini Springs Addition**

**GRANTEE:**

Signed, sealed and delivered  
In our presence as witnesses:

**St. Johns River Water Management  
District, a public body existing under  
Chapter 373, Florida Statutes**

By: Kimberly Driggers  
Print Name: Kimberly Driggers

By: Ann B. Shortelle, Ph.D.  
Name: Ann B. Shortelle, Ph.D.  
Title: Executive Director  
Dated: April 14 2017

By: Kathy F. Breed  
Print Name: Kathy F. Breed

Attest: William H. Condon  
Name: William H. Condon  
Title: General Counsel

For use and reliance only by  
St. Johns River Water Management District,  
Legal Form and Content Approved:

By: Kris Davis  
Print Name: Kris Davis  
Title: Asst. General Counsel



STATE OF FLORIDA  
COUNTY OF PUTNAM

I HEREBY CERTIFY, that on this 14<sup>th</sup> day of April A.D., 2017, the foregoing instrument was executed before me by Ann B. Shortelle, Ph.D., as Executive Director of the St. Johns River Water Management District, on behalf of the District, who is personally known to me.

Witness my hand and official seal this 14<sup>th</sup> day of April, 2017.



Kathy F. Breed  
Notary Public, State of Florida

Print Name: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_  
Commission Number: \_\_\_\_\_

**Perpetual Conservation Easement  
County of Volusia, Grantor  
St. Johns River Water Management District, Grantee  
Gemini Springs Addition**

**EXHIBIT A**

**LEGAL DESCRIPTION FOR GEMINI SPRINGS ADDITION (revised 9-19-2016)**

**O.R. BOOK 4419, PAGE 1689**

That portion of Sections 2, 3, 9, 10, 11 and 15, Township 19 South, Range 30 East, Volusia County, Florida, described as follows: Beginning at the Northwest corner of said Section 10, run thence S89°59'18"E along the north line thereof a distance of 2623.71 feet to the Southwest corner of the Southeast ~~corner~~ quarter\* of said Section 3; thence N01°43'34"E along the west line thereof a distance of 1036.91 feet to the centerline of DeBary Creek; thence N73°54'12"E along said centerline a distance of 47.73 feet; thence N53°19'27"E along said centerline a distance of 65.55 feet; thence N31°28'17"E along said centerline a distance of 89.49 feet; thence N24°32'17"E along said centerline a distance of 144.01 feet; thence N28°35'42"E along said centerline a distance of 87.06 feet; thence N37°26'00"E along said centerline a distance of 135.33 feet; thence N41°38'02"E along said centerline a distance of 72.05 feet; thence N38°37'16"E along said centerline a distance of 67.66 feet; thence N40°22'43"E along said centerline a distance of 72.20 feet; thence N50°35'37"E along said centerline a distance of 59.27 feet; thence N82°23'31"E along said centerline a distance of 53.97 feet; thence S36°52'06"E along said centerline a distance of 57.13 feet; thence S39°18'35"E along said centerline a distance of 57.69 feet; thence S84°06'27"E along said centerline a distance of 92.32 feet; thence N62°45'34"E along said centerline a distance of 70.31 feet; thence S53°45'24"E along said centerline a distance of 51.99 feet; thence S19°08'46"E along said centerline a distance of 137.75 feet; thence S45°47'12"E along said centerline a distance of 37.33 feet to the north line of the South 1/2 of the Southeast 1/4 of said Section 3; thence N89°59'46"E along said north line a distance of 284.89 feet to the centerline of said DeBary Creek; thence N80°51'49"E along said centerline a distance of 30.94 feet; thence N65°49'32"E along said centerline a distance of 82.72 feet; thence N52°42'41"E along said centerline a distance of 88.28 feet; thence N19°21'17"E along said centerline a distance of 72.78 feet; thence N34°39'51"E along said centerline a distance of 72.06 feet; thence S69°53'57"E along said centerline a distance of 69.95 feet; thence S75°25'48"E along said centerline a distance of 70.82 feet; thence S77°44'47"E along said centerline a distance of 65.02 feet; thence N56°41'53"E along said centerline a distance of 48.47 feet; thence N18°40'44"E along said centerline a distance of 72.51 feet; thence N09°10'48"E along said centerline a distance of 97.93 feet; thence N01°30'06"W along said centerline a distance of 83.86 feet; thence N31°18'06"E along said centerline a distance of 73.60 feet; thence N12°56'46"E along said centerline a distance of 80.23 feet; thence N23°20'46"E along said centerline a distance of 97.27 feet; thence N41°16'19"E along said centerline a distance of 93.88 feet; thence N61°18'06"E along said centerline a distance of 84.89 feet; thence N66°40'30"E along said centerline a distance of 79.44 feet; Thence N70°19'51"E along said centerline a distance of 71.81 feet; thence S89°48'08"E along said centerline a distance of 79.28 feet; thence S67°34'33"E along said centerline a distance of 84.25 feet; thence S65°14'07"E along said centerline a distance of 91.64 feet; thence S48°01'35"E along said centerline a distance of 98.48 feet; thence

S18°47'31"E along said centerline a distance of 105.68 feet; thence  
S24°43'02"E along said centerline a distance of 83.56 feet; thence  
S76°12'46"E along said centerline a distance of 80.84 feet; thence  
S78°06'01"E along said centerline a distance of 141.02 feet; thence  
N82°18'36"E along said centerline a distance of 64.21 feet; thence  
N67°48'44"E along said centerline a distance of 79.65 feet; thence  
S89°58'40"E along said centerline a distance of 86.43 feet; thence  
S67°27'36"E along said centerline a distance of 91.58 feet; thence  
S83°13'55"E along said centerline a distance of 85.78 feet; thence  
N76°49'54"E along said centerline a distance of 113.66 feet; thence  
N57°23'39"E along said centerline a distance of 70.06 feet; thence  
N59°35'05"E along said centerline a distance of 111.74 feet; thence  
N76°09'46"E along said centerline a distance of 99.22 feet; thence  
N81°51'22"E along said centerline a distance of 102.47 feet; thence  
N72°59'43"E along said centerline a distance of 72.94 feet; thence  
N73°16'39"E along said centerline a distance of 110.82 feet; thence  
N80°29'10"E along said centerline a distance of 85.67 feet; thence  
N37°46'47"E along said centerline a distance of 100.43 feet; thence  
N11°40'12"E along said centerline a distance of 129.89 feet; thence  
N21°55'25"E along said centerline a distance of 98.50 feet; thence  
N31°13'06"E along said centerline a distance of 86.78 feet; thence  
N01°59'07"W along said centerline a distance of 82.22 feet; thence  
N24°06'33"W along said centerline a distance of 88.12 feet; thence  
N16°02'48"W along said centerline a distance of 53.20 feet; thence  
N08°20'26"E along said centerline a distance of 49.97 feet; thence  
N16°56'21"E along said centerline a distance of 63.97 feet; thence  
N08°54'22"E along said centerline a distance of 90.44 feet; thence  
N27°56'04"E along said centerline a distance of 79.07 feet; thence  
N39°42'51"E along said centerline a distance of 93.31 feet; thence  
N63°11'44"E along said centerline a distance of 108.61 feet; thence  
N72°32'07"E along said centerline a distance of 80.61 feet; thence  
N81°32'09"E along said centerline a distance of 84.36 feet; thence  
N61°27'28"E along said centerline a distance of 119.21 feet; thence  
N61°12'56"E along said centerline a distance of 92.03 feet; thence  
N67°43'18"E along said centerline a distance of 93.22 feet; thence  
N88°53'40"E along said centerline a distance of 88.00 feet; thence  
S73°14'19"E along said centerline a distance of 110.32 feet; thence  
S62°53'55"E along said centerline a distance of 102.93 feet; thence  
S66°54'42"E along said centerline a distance of ~~141.43~~ 141.53\* feet; thence  
S74°20'21"E along said centerline a distance of 78.74 feet; thence  
S69°21'44"E along said centerline a distance of 86.45 feet; thence  
N82°48'49"E along said centerline a distance of 107.05 feet; thence  
S77°51'27"E along said centerline a distance of 113.42 feet; thence  
N86°06'59"E along said centerline a distance of 99.45 feet; thence  
N87°15'31"E along said centerline a distance of 78.14 feet; thence  
S57°00'45"E along said centerline a distance of 70.32 feet; thence  
N42°48'20"E along said centerline a distance of 60.31 feet; thence  
N73°03'29"E along said centerline a distance of 109.37 feet; thence  
N66°46'09"E along said centerline a distance of 115.31 feet; thence  
N75°41'31"E along said centerline a distance of 98.73 feet; thence  
N59°30'16"E along said centerline a distance of 57.01 feet; thence  
N50°02'45"E along said centerline a distance of 101.06 feet; thence  
N41°53'31"E along said centerline a distance of 67.13 feet; thence  
N41°10'37"E along said centerline a distance of 71.53 feet; thence

N36°23'27"E along said centerline a distance of 72.96 feet; thence  
N54°58'21"E along said centerline a distance of 74.24 feet; thence  
N78°50'13"E along said centerline a distance of 76.41 feet; thence  
S80°53'46"E along said centerline a distance of 55.03 feet; thence  
S81°49'54"E along said centerline a distance of 58.87 feet; thence  
S28°40'34"E along said centerline a distance of 81.89 feet; thence  
S19°47'23"E along said centerline a distance of 58.97 feet; thence  
S26°12'25"E along said centerline a distance of 44.75 feet to a point on the  
westerly right of way line of State Road 400 (I-4), said point being on a  
right of way curve concave northwesterly, having a central angle of 07°44'00"  
and a radius of 5579.67 feet; thence from a radial bearing of S56°11'41"E  
run southwesterly along the arc of said right of way curve a distance of  
753.09 feet to the Point of Tangency thereof; thence S41°32'19"W along said  
right of way a distance of 2656.77 feet to the boundary of FDOT Borrow Pit  
No. 4; thence N48°27'41"W along said boundary a distance of 300.00 feet;  
thence N41°32'19"E along said boundary a distance of 868.26 feet; thence  
N18°12'35"W along said boundary a distance of 437.38 feet; thence S71°47'25"W  
along said boundary a distance of 1000.00 feet; thence S57°45'15"W along  
said boundary a distance of 1236.93 feet; thence S71°47'25"W along said  
boundary a distance of 1200.00 feet; thence S18°12'35"E along said boundary a  
distance of 600.00 feet; thence N71°47'25"E along said boundary a distance of  
2606.79 feet; thence S48°27'41"E along said boundary a distance of 300.00  
feet to the westerly right of way line of aforesaid State Road 400 (I-4);  
thence S41°32'19"W along said right of way line a distance of 8519.65 feet  
to a point on the west line of Government Lot 3, said Section 15; thence  
N00°07'02"E along said west line a distance of 388.48 feet to the south line  
of said Section 10; thence N89°53'19"W along said south line a distance of  
1308.78 feet to the Southeast corner of said Section 9; thence N89°57'16"W  
along the south line of said Section 9 a distance of 1318.71 feet to the west  
line of the Southeast 1/4 of the Southeast 1/4 of said Section 9; thence  
N00°06'32"E along said west line a distance of 1319.67 feet to the north line  
of the Southeast 1/4 of the Southeast 1/4 of said Section 9; thence  
S89°58'55"E along said north line a distance of 1318.90 feet to the east line  
of said Section 9; thence N00°07'02"E along said east line a distance of  
1320.31 feet to the south line of the Northeast 1/4 of said Section 9; thence  
S89°59'24"W along said south line a distance of 1978.66 feet; thence  
N00°08'35"E a distance of 468.59 feet; thence N81°45'34"E a distance of  
461.16 feet; thence N00°35'13"E a distance of 782.85 feet to the south line  
of the North 1/2 of the Northeast 1/4 of said Section 9; thence S89°56'47"W  
along said south line a distance of 540.84 feet to a point on the easterly  
right of way line of Highway 17/92 (S.R. 15-600) said point being on a right  
of way curve concave southeasterly, having a central angle of 03°50'51" and a  
radius of 5673.58 feet; thence from a radial bearing of N76°30'18"W run  
northeasterly along the arc of said right of way curve a Distance of 380.99  
feet to a Point on Curve; thence on a radial bearing of S72°39'27"E a  
distance of 300.00 feet; thence N24°13'55"E a distance of 384.76 feet to the  
Point of Curvature of a curve concave to the southeast, having a central  
angle of 65°40'16" and a radius of 1172.21 feet; thence run northeasterly  
along the arc of said curve a distance of 1343.56 feet to the Point of  
Tangency thereof, said point being on the north line of said Section 9;  
thence N89°54'12"E along said north line a distance of 456.21 feet to the  
Point of Beginning; said parcel containing 814.78 acres, more or less.

**\*correction of scrivener's errors in the deed recorded at O.R. Book 4419, Page 1689.**

EXCEPT

O.R. BOOK 5702, PAGE 57, VOLUSIA COUNTY, FLORIDA

THAT PART OF:

Sections 9, 10 and 15, Township 19 South, Range 30 East, Volusia County, Florida lying West of State Road 400 (Interstate 4).

DESCRIBED AS FOLLOWS:

From a 4 inch round concrete monument with a tack in the center (no identification) at the Northwest corner of the Southwest  $\frac{1}{4}$  of Section 10, Township 19 South, Range 30 East, Volusia County, Florida as shown on that certain Florida Department of Natural Resources Certified Corner Report number 0048286 run South 00 degrees 07 minutes 01 seconds West 1707.17 feet along the West boundary of said Southwest  $\frac{1}{4}$  for the POINT OF BEGINNING; thence run North 40 degrees 47 minutes 19 seconds East 689.36 feet to a 4 inch square concrete monument with a disc stamped "FDOT JWGLB 1"; thence run South 49 degrees 20 minutes 00 seconds East 676.70 feet to a 4 inch square concrete monument with a disc stamped "FDOT JWGLB 1"; thence run South 48 degrees 22 minutes 44 seconds East 670.91 feet to a 4 inch square concrete monument with a disc stamped "FDOT JWGLB 1"; thence run South 02 degrees 18 minutes 06 seconds East 374.13 feet to a 4 inch square concrete monument with a disc stamped "FDOT JWGLB 1"; thence run South 44 degrees 32 minutes 33 seconds East 258.92 feet to a 4 inch square concrete monument with a disc stamped "FDOT JWGLB 1" on the Northwesterly limited access right of line of State Road 400 ( Interstate 4) as shown on the State of Florida, State Road Department Right of Way Map for State Road 400, Section Number 7716-401 and 7911-401, Dated July 1957; thence run South 41 degrees 32 minutes 29 seconds West 75.18 feet along said Northwesterly limited access right of way line to a 4 inch square concrete monument with a disc stamped "FDOT JWGLB 1"; thence run North 44 degrees 32 minutes 33 seconds West 186.04 feet to a 4 inch square concrete monument with a disc stamped "FDOT JWGLB 1"; thence run South 85 degrees 22 minutes 23 seconds West 125.28 feet to a 4 inch square concrete monument with a disc stamped "FDOT JWGLB 1"; thence run South 03 degrees 05 minutes 43 seconds West 60.50 feet; thence run South 87 degrees 36 minutes 44 seconds West 32.00 feet; thence run North 02 degrees 23 minutes 16 seconds West 105.00 feet to a 4 inch square concrete monument with a disc stamped "FDOT JWGLB 1"; thence run South 89 degrees 07 minutes 33 seconds West 1279.35 feet to a 4 inch square concrete monument with a disc stamped "FDOT JWGLB 1"; thence run North 34 degrees 42 minutes 23 seconds East 404.87 feet to a 4 inch square concrete monument with a disc stamped "FDOT JWGLB 1"; thence run North 07 degrees 34 minutes 12 seconds East 112.37 feet to a 4 inch square concrete monument with a disc stamped "FDOT JWGLB 1"; thence run North 38 degrees 46 minutes 48 seconds West 476.29 feet to a 4 inch square concrete monument with a disc stamped "FDOT JWGLB 1"; thence run North 40 degrees 47 minutes 19 seconds East 23.30 feet to the Point of Beginning.

Containing: 29.945 acres, more or less.



TOGETHER WITH

O.R. BOOK 4433, PAGE 2559

ALSO RECORDED IN

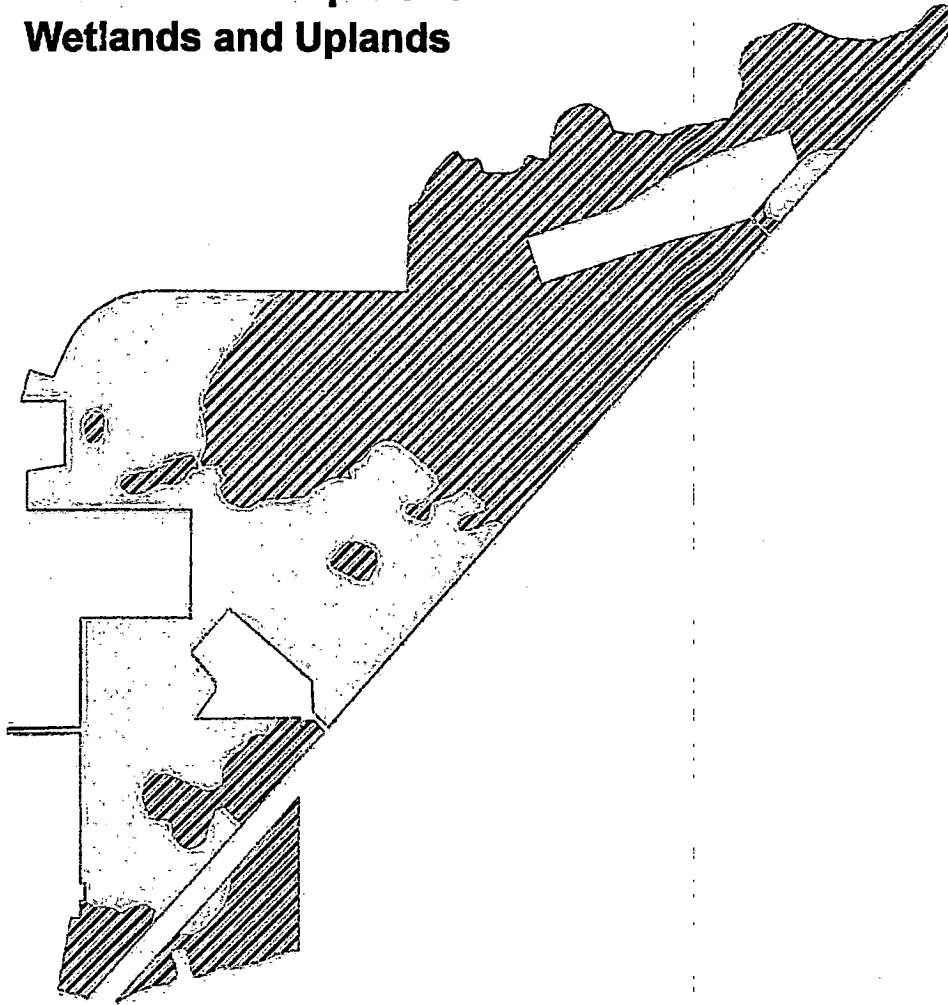
O.R. BOOK 4433, PAGE 2560

Government Lot 1 of Section 16, and Government Lot 4 of Section 15, Township 19 South, Range 30 East, Less Right of Way for State Road 400 (Interstate #4); and the North 66 feet of Lot 3, (E.A. Osteens Subdivision) being a subdivision of Government Lot 2 of Section 16, Township 19 South, Range 30 East and also Lot 8 East of the Road of (E.A. Osteens) Subdivision of Lot 2 of Section 16, Township 19 South, Range 30 East, Volusia County, Florida.

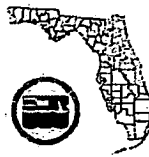
LESS the following:

COMMENCING at the Northeast corner of Lot 8, E.A. Osteen's Subdivision of Government Lot 2 as recorded in Map Book 16, Page 119, Volusia County, Florida; thence run North  $00^{\circ}17'27''$  West a distance of 215.19 feet along the East line of said E.A. Osteen's Subdivision to the POINT OF BEGINNING; thence North  $89^{\circ}42'33''$  East a distance of 50.00 feet; thence North  $00^{\circ}17'27''$  West a distance of 215.19 feet; thence South  $89^{\circ}42'33''$  West a distance of 50.00 feet to a point on said East line; thence South  $00^{\circ}17'27''$  East a distance of 215.19 feet along said East line to the POINT OF BEGINNING.

### Exhibit "B" - Map 1 of 6 Wetlands and Uplands



#### Gemini Springs Addition Conservation Easement



0 500 1,000 2,000 Feet  
1" = 20,000'



#### Legend



Wetlands

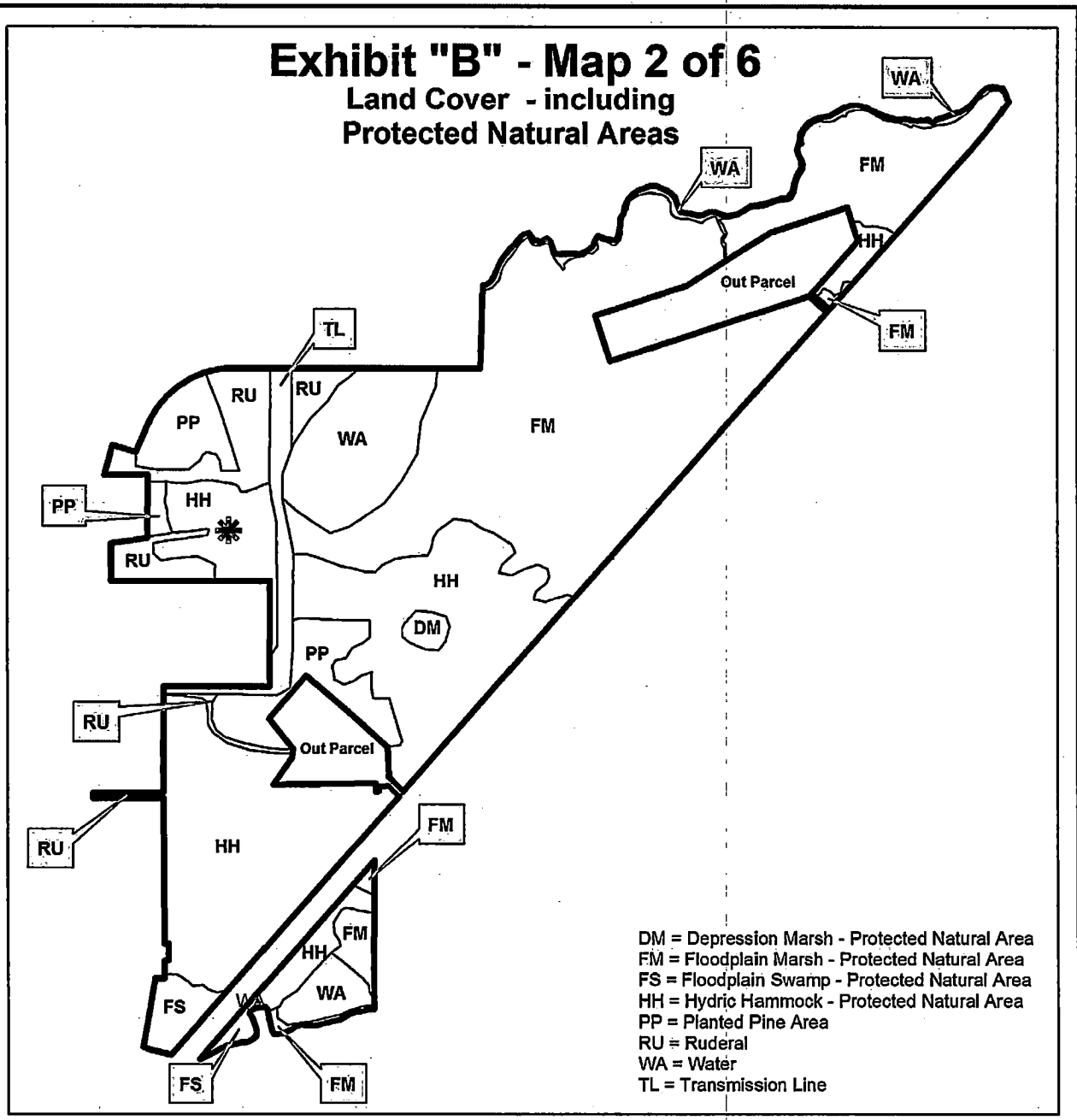


Uplands

The St. Johns River Water Management District prepared and uses this information for its own purposes and this information may not be suitable for other purposes. This information is provided as is. Further documentation of this data can be obtained by contacting: St. Johns River Water Management District, Geographic Information Systems, Program # [redacted], P.O. Box 1429, 4049 Pease Street, Palatka, Florida 32177-1429. Tel: (386) 323-4176.

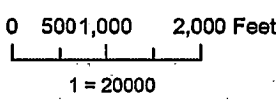
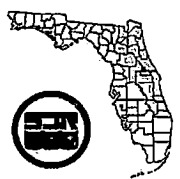
### Exhibit "B" - Map 2 of 6


Land Cover - including  
Protected Natural Areas



DM = Depression Marsh - Protected Natural Area  
 FM = Floodplain Marsh - Protected Natural Area  
 FS = Floodplain Swamp - Protected Natural Area  
 HH = Hydric Hammock - Protected Natural Area  
 PP = Planted Pine Area  
 RU = Ruderal  
 WA = Water  
 TL = Transmission Line

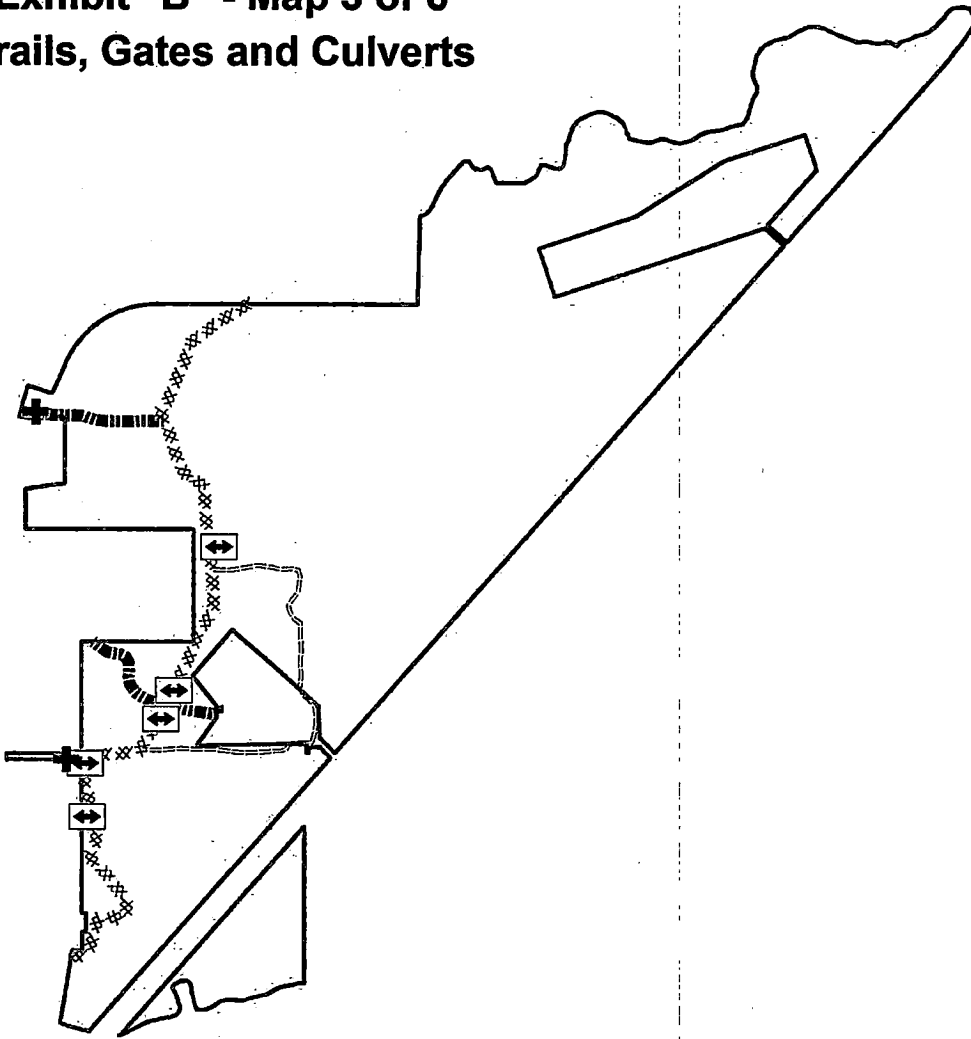
#### Gemini Springs Addition Conservation Easement



-  Gemini Springs Addition
-  Bald Eagle Nest

The St. Johns River Water Management District prepares and uses this information for its own purposes and this information may not be suitable for other purposes. This information is provided as is. Further documentation of this data can be obtained by contacting: St. Johns River Water Management District, Geographic Information Systems, Program Management, P.O. Box 1429, 4049 Reid Street Palatka, Florida 32178-1429 Tel: (386) 320-4176.

### Exhibit "B" - Map 3 of 6 Trails, Gates and Culverts








#### Gemini Springs Addition Conservation Easement



0 500 1,000 2,000 Feet  
1" = 20,000'

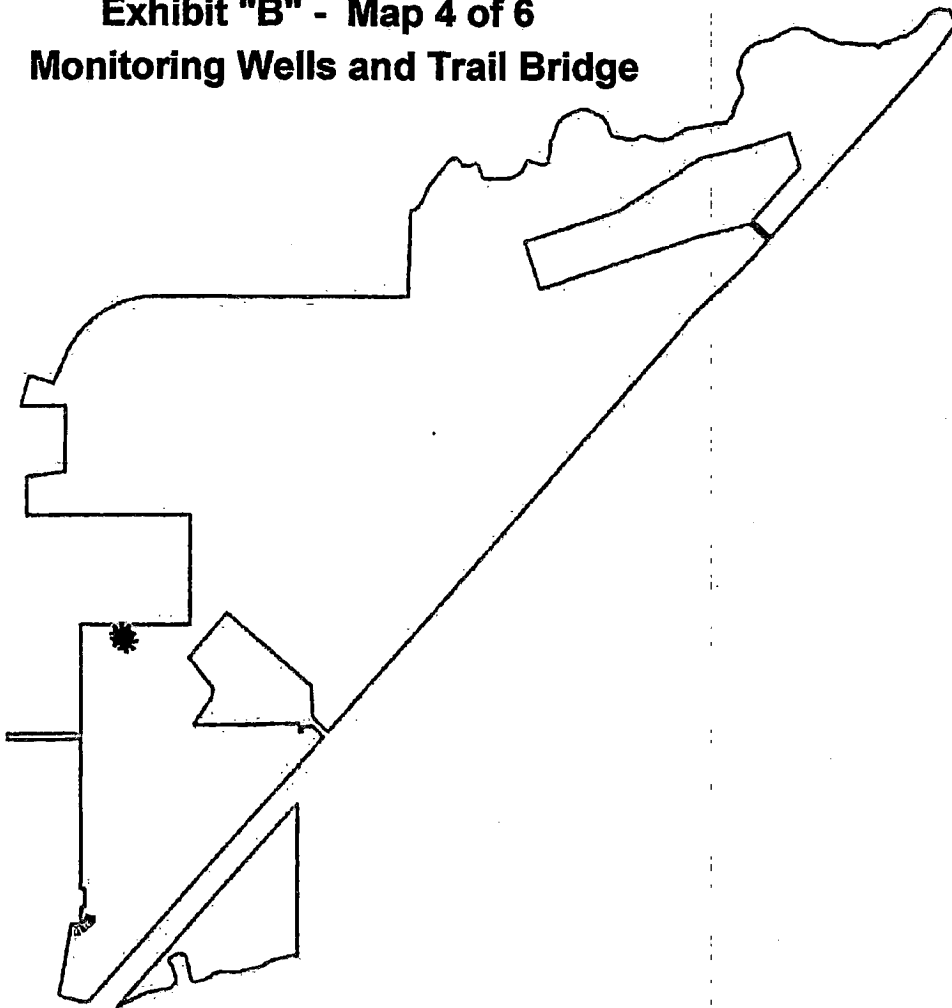


#### Legend

-  Gates
-  Culverts
-  Paved Trail
-  Unpaved Trail
-  White Trail - Unpaved

The St. Johns River Water Management District prepares and uses this information for its own purposes and this information may not be suitable for other purposes. This information is provided as is. Further documentation of this data can be obtained by contacting: St. Johns River Water Management District, Geographic Information Systems, Program Management, P.O. Box 1429, 4049 Reid Street Palatka, Florida 32178-1429 Tel: (386) [REDACTED]

**Exhibit "B" - Map 4 of 6  
Monitoring Wells and Trail Bridge**



**Gemini Springs Addition  
Conservation Easement**



0 500 1,000 2,000 Feet  
1 = 20000

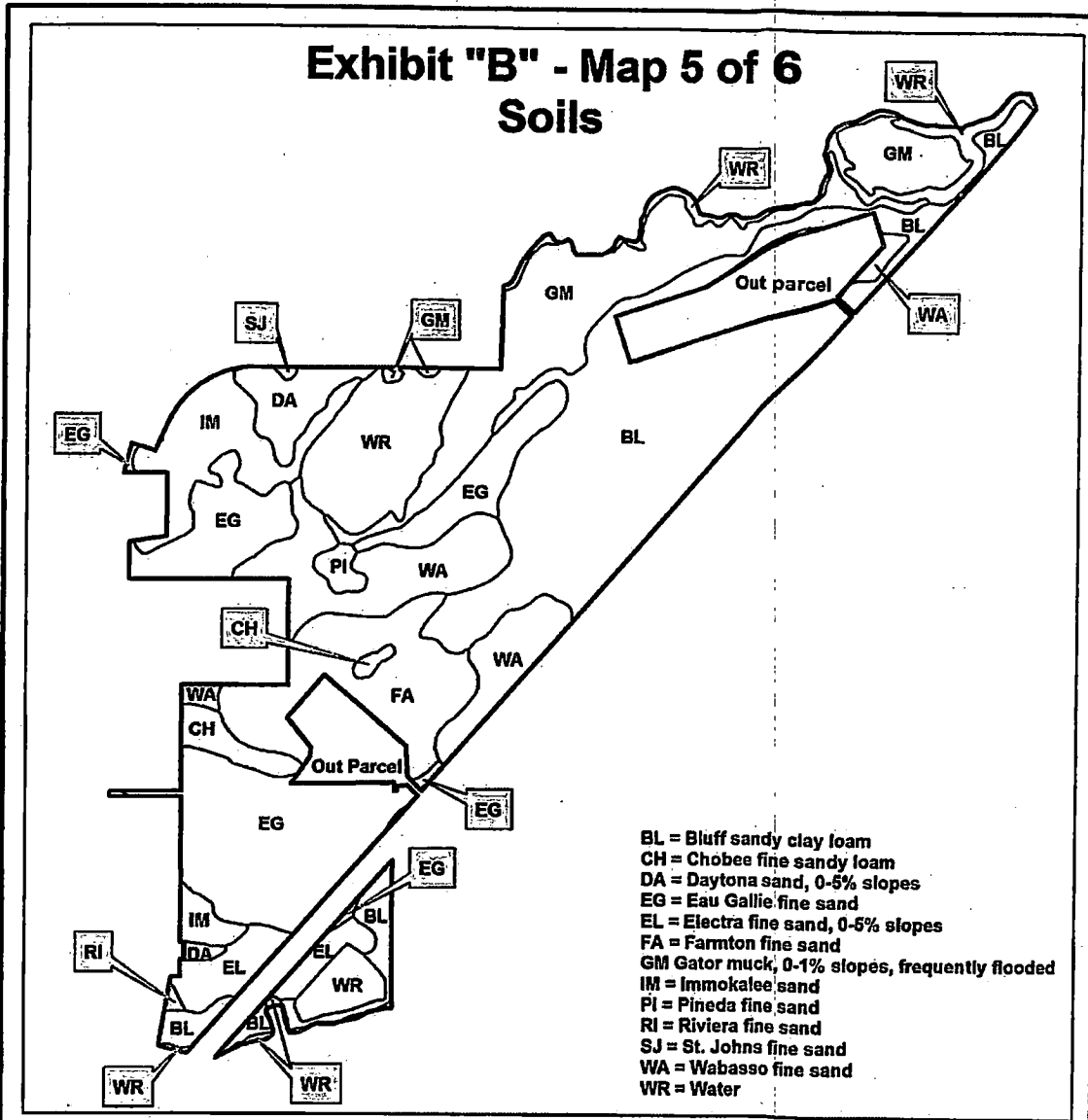


**Legend**

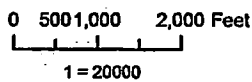
- \* SJRWMD Monitoring Wells (4)
- Trail Bridge

The St. Johns River Water Management District prepares and uses this information for its own purposes and the information may not be suitable for other purposes. This information is provided as is. Further documentation of this data can be obtained by contacting: St. Johns River Water Management District, Geographic Information Systems Program Management, P.O. Box 1429, 4049 Reid Street Palatka, Florida 32978-1429 Tel: (888) 329-4176.

### Exhibit "B" - Map 5 of 6 Soils



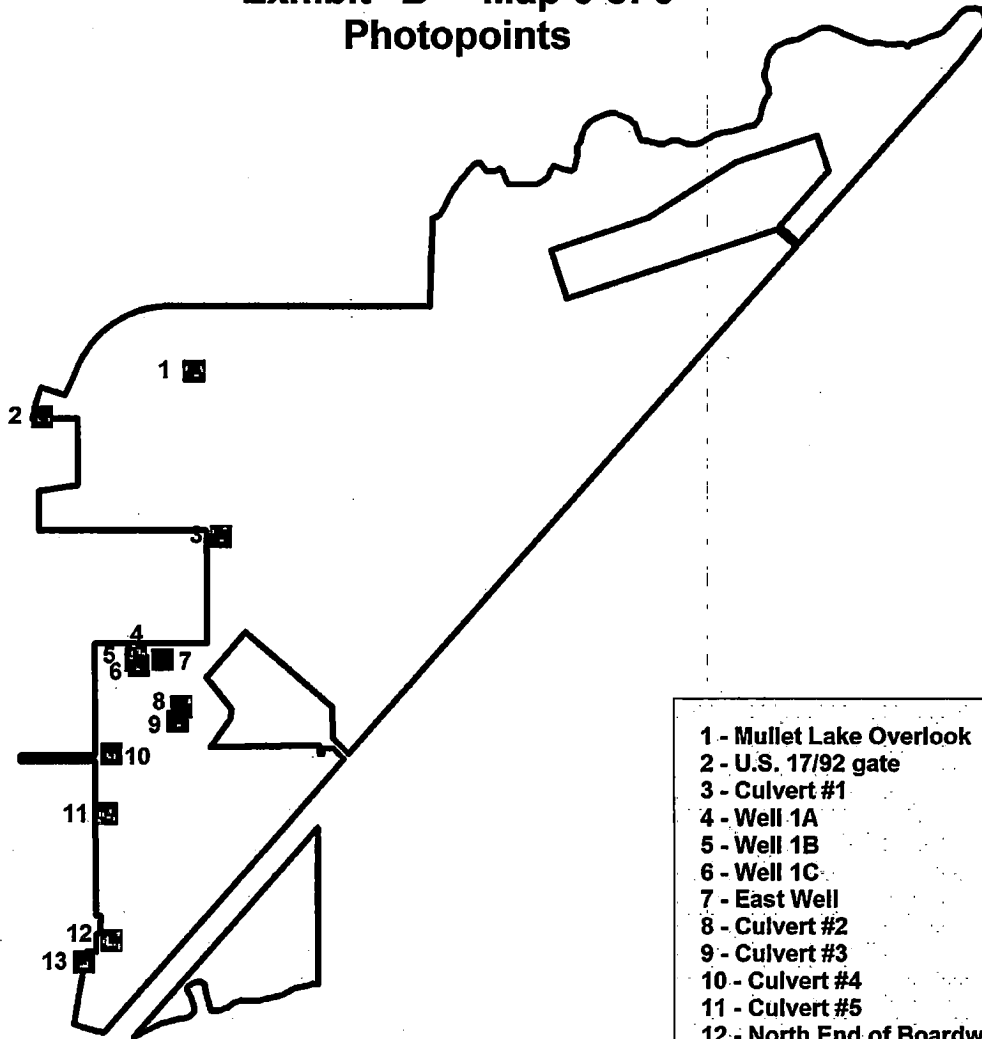
### Gemini Springs Addition Conservation Easement



The St. Johns River Water Management District prepares and uses this information for its own purposes and this information may not be suitable for other purposes. This information is provided as is. Further documentation of this data can be obtained by contacting: St. Johns River Water Management District, Geographic Information Systems, Program Management, P.O. Box 1425, 4048 Reid Street, Palatka, Florida 32978-1425 Tel: (889) 329-4175.

Instrument# 2017-079569 # 27  
Book : 7388  
Page : 3859  
Laura E. Roth  
Volusia County, Clerk of Court

### Exhibit "B" - Map 6 of 6 Photopoints



- 1 - Mullet Lake Overlook
- 2 - U.S. 17/92 gate
- 3 - Culvert #1
- 4 - Well 1A
- 5 - Well 1B
- 6 - Well 1C
- 7 - East Well
- 8 - Culvert #2
- 9 - Culvert #3
- 10 - Culvert #4
- 11 - Culvert #5
- 12 - North End of Boardwalk
- 13 - South End of Boardwalk

#### Gemini Springs Addition Conservation Easement



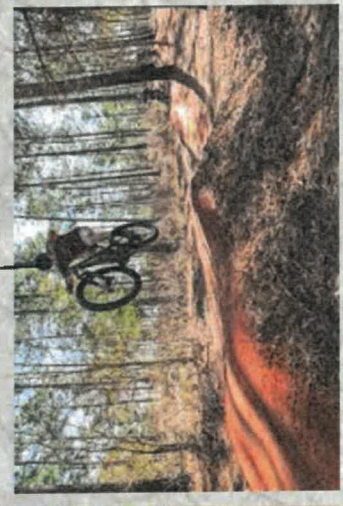
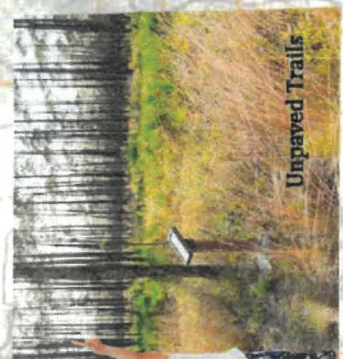
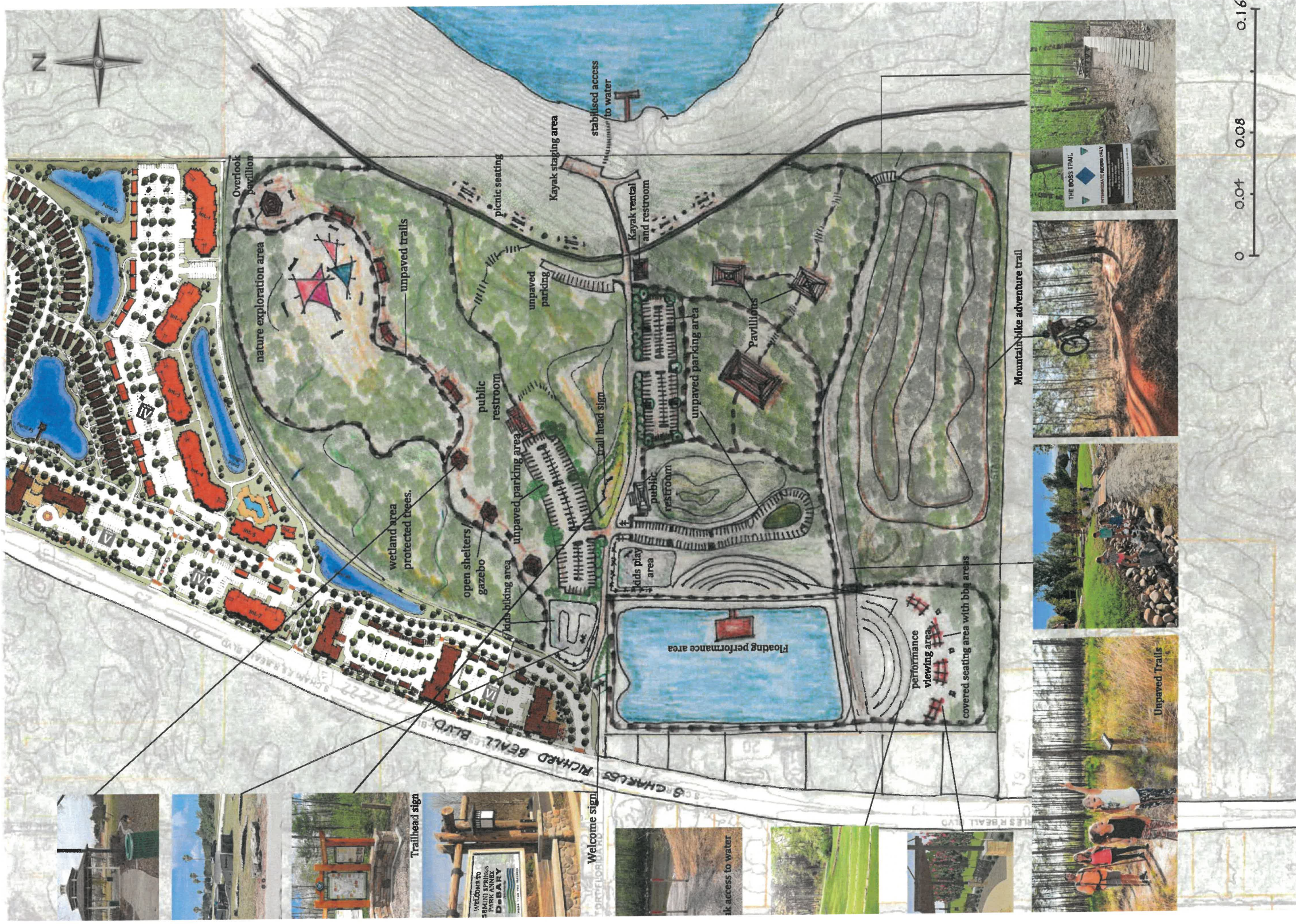
0 500 1,000 2,000 Feet  
1" = 20,000'



-  Gemini Springs Addition
-  Photopoints

The St. Johns River Water Management District prepares and uses this information for its own purposes and this information may not be suitable for other purposes. This information is provided as is. Further documentation of this data can be obtained by contacting: St. Johns River Water Management District, Geographic Information Systems, Program Management, P.O. Box 1429, 4049 Reid Street Palatka, Florida 32177-1429 Tel: (386) 329-4176.

# GEMINI SPRINGS PARK ANNEX



0 0.04 0.08 0.16



# **GEMINI SPRINGS ADDITION**

## **Land Management Plan**

Middle St. Johns River Basin  
County of Volusia, Florida

Prepared by  
County of Volusia  
REVISED 2019

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## SUMMARY

Gemini Springs Addition  
County of Volusia, Florida

**Acres:** 946 +/-

**Location:** City of DeBary, Volusia County, on the west shore of Lake Monroe, north of the St. Johns River and west of Interstate 4 (I-4).

**Acquisition:** The St. Johns River Water Management District (District) acquired the Hugh West (Empire Cattle Company) tract and the Woodruff tract in 1999. These two tracts comprise the “Gemini Springs Addition.” The Gemini Springs Addition was conveyed to the County of Volusia (County) on April 11, 2017.

On June 4, 2019, the Volusia County Council approved an agreement to convey 2.17 acres to the City of DeBary upon satisfaction of conditions. Those conditions include receipt of confirmation from the Army Corps of Engineers, the Florida Department of Environmental Protection and the St. Johns River Water Management District that satisfactory replacement mitigation and release of conservation easements that would allow the transfer of the parcel without impacting FDOT permits. This plan is amended in anticipation of that conveyance which will not occur unless all conditions are satisfied.

**Funding Sources:** Florida Department of Transportation (FDOT) mitigation funds for projects on I-4 and State Road 417 (SR 417).

**Key Resource Issues:** The property was acquired by the District as two separate parcels, both of which were purchased with FDOT mitigation funds for the widening of I-4 and the completion of SR 417. In December 2012, the District Governing Board approved the 2012 District Lands Assessment Implementation Plan which identified Gemini Springs Addition for donation to the County. The District Governing Board agreed to transfer the Gemini Springs Addition to the County on June 14, 2016.

The proximity to two major highways makes prescribed burning difficult. Other management techniques that have been used to reduce fuel loads include mowing and chopping. Additionally, District staff planted 75 acres in pine trees. There is an out parcel owned by FDOT that was used for borrow material. FDOT created a retention pond to contain stormwater runoff from the newly constructed bridgework over the St. Johns River and associated shoreline of Lake Monroe. The County developed a paved trail through the property that connects Gemini Springs Park to Lake Monroe Park (both County owned parks).

### **GENERAL DESCRIPTION OF KEY RESOURCE ISSUES:**

**Water Resources** – Water resources within the Gemini Springs Addition consist of Mullet Lake, Gemini Springs, Padgett Creek (a.k.a. DeBary Creek), Lake Monroe, and the St. Johns River. These water bodies are classified as Class III waters by the Florida Department of Environmental Protection (FDEP), providing for recreation and the propagation and maintenance of a healthy, well-balanced population of fish and wildlife.

**Security** – County staff routinely patrol the property, and the Volusia County Sheriff’s office and the Florida Fish and Wildlife Conservation Commission (FWC) are contacted when necessary.

**Restoration** – Slash pines (*Pinus elliottii*) have been planted in the improved pasture areas.

**Fire** – The close proximity to two major highways creates a smoke management concern. Staff will use mechanical means to reduce fuel loads on the property as necessary.

**Invasive and/or Exotic Species** – The primary targeted invasive and/or exotic species found on the property are tropical soda apple, or TSA (*Solanum viarum*), cogongrass (*Imperata cylindrica*), Chinese tallow (*Sapium sebiferum*), hairy indigo (*Indigofera hirsuta*), cattails (*Typha spp.*), wild balsam apple (*Mordica charantia*), air potato (*Dioscorea bulbifera*), Brazilian pepper (*Shinus terebinthifolius*), Caesars’s weed (*Urena lobate*) and camphor tree (*Camphora cinnamomum*).

**Wildlife and Plants** – Wildlife found on the property include many species of birds including a great blue heron (*Ardea herodias*) rookery, bald eagle’s nest (*Haliaeetus leucocephalus*), osprey (*Pandion haliaetus*), white ibis (*Eudocimus albus*), great egret (*Ardea alba*) and snowy egret (*Egretta thula*). FDOT consultants conducted a plant survey prior to impacts from the I-4 widening project, and an aerial survey looking at avian species was conducted in 2000.

**Cultural Resources** – There are no historic structures on the property. The area has been identified as high probability for archaeological sites in several cultural resource surveys, but no field investigation other than exposed ground inspection has occurred. There are two prehistoric scatter sites recorded on the Florida Master Site File which are not eligible for National Register listing. There is also a historic shipwreck (8VO1970). Two middens have been identified in the area; however, these middens are on the adjacent Gemini Springs Park property. No ground disturbance is anticipated, but should that be needed, monitoring and/or surveying would be required. County staff members are recognized as Certified Archaeological Monitors by the Florida Department of State Bureau of Archaeological Research to direct any such activity. The County’s Historic Preservation Officer would coordinate these activities with required state and federal agencies. Appropriate protection of identified or suspected sites will be implemented.

**Key Land Use/Recreation Issues:** This conservation area provides opportunities for a variety of recreational uses including fishing, hiking, bicycling, horseback riding, canoeing, kayaking, and wildlife viewing/nature study. Some of these activities are seasonal.

**GENERAL DESCRIPTION OF KEY LAND USE/RECREATION ISSUES:**

**Access** – Access to the property is from Gemini Springs Park, Lake Monroe Park, and Gemini Springs Addition off of US 17-92. Public parking is located at Gemini Springs Park, Lake Monroe Park, and Gemini Springs Addition. In addition, public parking is provided along the road of the development that is adjacent to this site.

**Public Recreation** – The property will be open to the public for fishing, hiking, bicycling, horseback riding, canoeing, kayaking, and wildlife viewing/nature study.

**Coordination of Agreements** – The County will honor agreements as required by the District and listed in this Land Management Plan.

**Leases and Easements** – There are two Florida Department of Transportation access easements located on the Hugh West Tract (Empire Cattle Company), and a drainage easement as well. Florida Power & Light Company and AT&T also have easements on the Hugh West Tract. An additional drainage easement was reserved by the Empire Cattle Company along a portion of the northwesterly line of the Gemini Springs Addition adjacent to the Gemini Springs Park property.

# LAND MANAGEMENT PLAN

Gemini Springs Addition  
County of Volusia, Florida

## INTRODUCTION

This document provides guidelines for land management activities to be implemented within the Gemini Springs Addition (property) over the next ten years.

The Gemini Springs Addition is in the City of DeBary in Volusia County, on the west shore of Lake Monroe and north of the St. Johns River. (See Figure 1: General Location and Figure 2: Aerial Photograph). Two major highways are on the south and west boundaries. Interstate 4 (I-4) bisects the property and U.S. 17-92 runs along the west boundary. The property serves as mitigation to offset wetland impacts from the widening of I-4 and the completion of State Road 417 (S.R. 417) by the Florida Department of Transportation (FDOT).

## CONSERVATION AREA OVERVIEW

### Regional Significance

The Gemini Springs Addition protects the west shore of Lake Monroe from direct stormwater runoff from adjacent roadways. The Gemini Springs Addition creates a contiguous corridor between Gemini Springs Park and Lake Monroe Park (both County owned parks). A trail connects all three properties for public recreation.

### Acquisition History

The Gemini Springs Addition is comprised of two parcels acquired by the St. Johns River Water Management District (District). (See Figure 3: Property Acquisition).

The 815-acre parcel known as the Hugh West Tract (Empire Cattle Company, LA 98-71) was acquired on March 24, 1999 for \$4,011,690. It is west of I-4, north of Old DeLand Road, east of U.S. 17-92, and south of Gemini Springs Park and Dirksen Drive. The Hugh West Tract (Empire Cattle Company) was acquired with funds from FDOT as mitigation for the expansion of the I-4 corridor and for the purpose of preserving and enhancing wetlands associated with the West Lake Monroe Project Area. In the Gemini Springs Addition area, and as part of the overall construction plan, a 29.495-acre portion of the Hugh West Tract (Empire Cattle Company) was conveyed to FDOT by the District. This property was used for borrow material during construction and is now a borrow pond. Additionally, FDOT created a retention pond to contain stormwater runoff from the newly constructed bridgework over the St. Johns River and associated shoreline of Lake Monroe.

The 162-acre parcel known as the Woodruff Tract, (LA 91-54) was acquired on May 10, 1999 for \$1,292,000. It is east of U.S. 17-92, north of Lake Monroe Park, and south of the Hugh West Tract (Empire Cattle Company). The Woodruff Tract was acquired with funds from FDOT as mitigation for the remaining segment of S.R. 417 (Eastern Beltway) and for the purpose of preserving and enhancing wetlands associated with the West Lake Monroe Project Area.

On June 4, 2019, the Volusia County Council approved an agreement to convey 2.17 acres to the City of DeBary upon satisfaction of conditions. Those conditions include receipt of confirmation from the Army Corps of Engineers, the Florida Department of Environmental Protection and the St. Johns River Water Management District that satisfactory replacement mitigation and release of conservation easements that would allow the transfer of the parcel without impacting FDOT permits. This plan is amended in anticipation of that conveyance which will not occur unless all conditions are satisfied.

### **Zoning**

The Gemini Springs Addition is zoned Conservation (C) and Resource Corridor (RC). The C classification is applied to certain lands which are either owned or controlled by a governmental agency. The RC classification is intended to protect natural resource corridors. These natural resource corridors consist of environmentally sensitive or ecologically significant lands that connect to other protected areas, such as parks and water. The Future Land Use Map (FLUM) designations for the Gemini Springs Addition are Environmentally Sensitive Lands and Public/Institutional according to the City of DeBary adopted FLUM.

### **Cooperative Agreements**

Prior to the conveyance of the Gemini Springs Addition from the District to the County, the District and the County entered into an intergovernmental management agreement designating the County as the lead manager for public access and recreation on the property, while the District managed the natural and cultural resources. After the conveyance of the Gemini Springs Addition from the District to the County, the County shall be responsible for all management activity. Therefore, the existing intergovernmental management agreement shall be amended or cancelled as required.

### **Leases, Easements and Permits**

There are two FDOT access easements located on the Hugh West Tract (Empire Cattle Company), and a drainage easement as well. Florida Power & Light Company and AT&T also have easements on the Hugh West Tract (Empire Cattle Company). (See Figure 4: Easements).

An additional drainage easement was reserved by the Empire Cattle Company along a portion of the northwesterly line of the Gemini Springs Addition adjacent to the Gemini Springs Park property, as depicted on the Blackwell & Associates Land Surveyors, Inc., survey dated February 3, 1999.

The County shall comply with all applicable permits and permit conditions governing the Gemini Springs Addition, including Special Condition #2 in the Department of the Army Permit #SAJ-2000-01871(IP-JG). To the extent the conveyance of the Gemini Springs Addition from the District to the County requires any action regarding such permits, such action shall be taken by the County.

## **NATURAL RESOURCES OVERVIEW**

### **Topography and Hydrology**

Of the 946 acres in the Gemini Springs Addition, approximately 48 percent is upland and approximately 52 percent is wetland. The western, southern, and northern portions of the Gemini Springs Addition are primarily comprised of forested uplands and improved pasture. The wetlands are a combination of open water, floodplain marsh, floodplain forest and hydric hammock. Mullet Lake is a natural water body found within the northwestern section of the Gemini Springs Addition. Encompassing approximately 60 acres, Mullet Lake joins with the DeBary Creek, and ultimately flows into Lake Monroe. A borrow pond located at the northeastern corner and a retention pond adjacent to I-4 were created by FDOT during the I-4 construction. In addition, the St. Johns River flows along the southern border of the Gemini Springs Addition connecting to Lake Monroe, which borders the Gemini Springs Addition to the east.

In general, the topography is higher in elevation to the west/southwest, sloping to the east/northeast toward Lake Monroe and its floodplain. Elevations within the Hugh West Tract (Empire Cattle Company) are generally between the 0 and 5 foot contours toward the east, and up to 20 feet in the northwest corner. (See Figure 5: Generalized Topography).

Elevations within the Woodruff Tract range from 0 to 10 feet, with the highest elevations located in the central portions of the Tract, sloping toward Lake Monroe to the east/northeast and toward the St. Johns River to the south/southwest.

Federal Emergency Management Agency (FEMA) data indicates that more than 71 percent of the parcel is within the 100-year floodplain. The remainder of the property is within the 500 year floodplain. (See Figure 6: 2014 FEMA Flood Insurance Rate Map).

### **Wildlife**

Numerous avian species including red-shouldered hawk (*Buteo lineatus*), osprey (*Pandion haliaetus*), great blue heron (*Ardea herodias*), cattle egret (*Bubulcus ibis*), great egret (*Ardea alba*), snowy egret (*Egretta thula*) and a diverse number of waterfowl have been observed flying over or residing on the Gemini Springs Addition. Several osprey nests and a great blue heron rookery have been observed within the Woodruff Tract, near the I-4 bridge. Staff has documented a bald eagle's nest on the property. (See Figure 7: Eagle Nest Location).

Other wildlife found on the Gemini Springs Addition include white-tailed deer (*Odocoileus virginianus*), American alligator (*Alligator mississippiensis*), raccoon (*Procyon lotor*), and wild turkey (*Meleagris gallopavo*). Florida black bear (*Ursus americana floridana*) tracks have been found as well.

Exotic wildlife species found on the property include feral hogs (*Sus scrofa*), coyote (*Canis latrans*), brown anole (*Anolis sagrei*), and nine-banded armadillo (*Dasyus novemcinctus*).

### **Natural Communities**

There are four natural communities, improved pasture and planted pines on the Gemini Springs Addition. (See Figure 8: Natural Communities). The majority of the property is floodplain marsh and hydric hammock.



**Table 1. Acres for each plant community and percent uplands and wetlands.**

<b>Community Type</b>	<b>Acres</b>
Floodplain Marsh	394
Hydric Hammock	310
Water	84
Planted Pine	58
Ruderal	52
Transmission Line	23
Floodplain Swamp	17
Depression Marsh	5
Percent Wetland Vegetation	86
Percent Upland Vegetation	14

*Floodplain Marsh:* Almost 42 percent (394 acres) of the property is composed of floodplain marsh. The marsh supports sand cordgrass (*Spartina bakeri*), cattail (*Typha* spp.), various species of rushes (*Juncus* spp.), and other herbaceous wetland species. Floodplain marsh burns every 1 to 5 years.

*Hydric Hammock:* This plant community is found mostly on the southern end of the property and total approximately 310 acres. Plants such as cabbage palms (*Sabal palmetto*), laurel oak (*Quercus laurifolia*), water oak (*Quercus nigra*), red cedar (*Juniperus virginiana*), red maple (*Acer rubrum*), sweetbay (*Magnolia virginiana*), sweetgum (*Liquidambar styraciflua*), and saw palmetto (*Serenoa repens*) are found in these low, flat, wet sites. *Hydric hammocks* are non-pyric plant communities due to a lack of ground cover to carry fire. The hydric hammock on Gemini Springs Addition likely has expanded due to lack of fire in surrounding upland habitat.

*Floodplain Swamp:* There are 17 acres of floodplain swamp located in the southern-most portion of the property, where I-4 bisects the property. This plant community occurs on the floodplain at a slightly higher elevation than the floodplain marsh. The dominant tree species are laurel oak, water oak, red maple, sweetgum, and southern magnolia (*Magnolia grandiflora*). Other species include wax myrtle (*Myrica cerifera*), saw palmetto, Florida elm (*Ulmus americana*) and sweetbay. This is not a fire dependent plant community.

*Depression Marsh:* There are approximately five acres of depression marsh scattered throughout the floodplain marsh. Typical vegetation includes pickerelweed (*Pontederia cordata*), St. John's-wort (*Hypericum* spp.), sedges and rushes. This plant community is dependent on fire to maintain its open character and decrease the amount of encroaching shrubby vegetation. The proximity to two major highways makes prescribed burning difficult so the County shall implement strategies to replace or augment fire.

*Disturbed Uplands:* Approximately 58 acres of improved pasture have been planted in slash pine (*Pinus elliottii*). Another 52 acres is classified as ruderal.

## **Soils**

Thirteen different soil types have been identified on the Gemini Springs Addition. (See Figure 9: Soils). The predominant soil types found on the property are described below.

*Bluff soils* have a sandy clay loam composition and are the dominant soil type of the wetlands on the property. Being a hydric soil, it consists of nearly level, very poorly drained sediments that are associated with the St. Johns River drainage system.

*Eau Gallie soils* are described as fine sandy soils with slopes ranging from 0 to 2 percent. Occurring in broad flatwood areas, these soils are nearly level and poorly drained. This soil type is located in various sections throughout the property.

*Farmton soils* are a fine sandy series that occur nearly level with very poor drainage. The soils contain saturation within 10 inches of the surface in late summer and in early fall under natural conditions. Farmton soils emerge in broad flatwood areas with less than a 2 percent slope.

*Gator muck soils* consist of nearly level, very poorly drained organic soils. They form in moderately thick beds of hydrophytic non-woody plant remains underlain by loamy and sandy material. This soil type is a hydric soil occurring in freshwater swamps and marshes, as well as on flood plains of creeks, rivers, and lakes.

*Wabasso soils* are fine sand, nearly level, and poorly drained. These soils form in beds of marine, sandy and loamy materials that are influenced by alkaline material and occur in broad flatwood areas and depressions with less than a 2 percent slope. The soils contain saturation within 10 inches of the surface in late summer and in early fall under natural conditions. Normally, depressions are seasonally ponded.

## **PAST MANAGEMENT SUMMARY**

On August 25, 2016, the Department of the Army found that the District has met the conditions for mitigation required by Special Condition 2 of Permit #SAJ-2000-01871(IP-JG). Details of the land management activities by the District are contained in the District's March 2006 Land Management Plan for the Gemini Springs Addition, and on file with the District's Bureau of Real Estate Services.

## **RESOURCE PROTECTION AND MANAGEMENT**

### **Water Resource Protection and Strategies**

The property protects part of the north shoreline of Lake Monroe from direct stormwater runoff. Prior to the conveyance of the Gemini Springs Addition from the District to the County, an area of

hammock was impacted by the construction of the retention pond and access road. The impact resulted in inhibiting surface water flow creating an impoundment south of the access road. An investigation of the problem by the District revealed that two culverts had been inadvertently stopped up during the access road construction. The culverts were cleaned, ending the impounded condition. Prior to this solution, the prolonged duration of flooding affected the natural communities in the impounded area. The District monitored the area after establishing normal water flow following the culvert cleanout. Replanting with indigenous wetland species was planned if the affected area did not recover; however, after monitoring the area for several months, evidence of recovery was observed and replanting was unnecessary.

After the conveyance of the Gemini Springs Addition from the District to the County, the County shall monitor the area to ensure continued recovery and routinely check and clear the culverts, if necessary.

### **Fire Management and Strategies**

Fire is an essential tool for land management in Florida. It plays a vital role in maintaining natural landscapes. On the Gemini Springs Addition, lack of fire, disrupted hydrology and past cattle grazing activities in the floodplain marsh have resulted in an increase in cover of shrubby and weedy species in the marsh. The use of prescribed fire as a management tool would be difficult due to major highways, residential areas, powerlines and other smoke sensitive areas adjacent to the property.

Since the District's acquisition of the property, there have been no prescribed burns or wildfires on the property. To replace or augment fire, the County's strategies shall include mechanical treatments, such as roller chopping and mowing, to restore the herbaceous nature of the freshwater marsh system.

### **Forest Management and Strategies**

Chapter 253.036, Florida Statutes, requires the lead agency of state lands to prepare a forest resource analysis, "...which shall contain a component or section prepared by a qualified professional forester which assesses the feasibility of managing timber resources on the parcel for resource conservation and revenue generation purposes through a stewardship ethic that embraces sustainable forest management practices if the lead management agency determines that the timber resource management is not in conflict with the primary management objectives of the parcel." The following section fulfills this requirement.

At the time of acquisition by the District, remnant slash pine (*Pinus elliottii*) occurred on the Gemini Springs Addition. No pine forests or areas requiring management were present. In an effort to restore the pine canopy, approximately 75 acres of improved pasture historically used for cattle grazing were planted in 2002 with south Florida slash pine. When planting trees, every effort is made to evaluate soil conditions and determine the appropriate native species to plant. Soil surveys indicated that slash pine is the correct species. Pines were planted densely in an effort to control prolific noxious weed species that often succeed in feral pastures. Pines were planted in densities of 700 to 726 seedlings per acre. As the planted trees mature they will begin to shade out some of the undesirable weeds.

Thinning of the planted pine area may be needed to improve natural community health and to

strive toward an eventual multi-aged structure. Thinning, mechanical treatments and herbicide may be used to restore and maintain natural community structure and diversity. The County shall allow the area to seed in naturally and evaluate thinning as an option on an annual basis.

### **Wildlife and Strategies**

The County shall continue the District's efforts to manage the property through roller chopping or mowing, as necessary to improve habitat for wildlife species. Additionally, the County shall continue the District's efforts to record on-site observations.

### **Listed Species and Strategies**

**Plants:** No listed plant species have been identified on the property.

**Animals:** A variety of listed birds utilize the property including wood storks, bald eagle, snowy egret, little blue heron, tricolored heron, and white ibis. Other protected species include the American alligator.

The County shall continue to add to the species list as needed, and identify special protection areas and management strategies for threatened, endangered, or imperiled species and communities if necessary. Current plants and animals are listed in Appendix A.

### **Invasive and/or Exotic Species and Strategies**

**Plants:** Maintenance control using herbicides is necessary to prevent proliferation of invasive and/or exotic species. Control of these species is problematic but vital to maintaining the ecological integrity of natural communities. Species that are treated on the property include Chinese tallow, camphor tree, cogongrass, cattails, Brazilian Pepper, air potato, Caesar's weed and tropical soda apple. A detailed Plan for Treatment of Invasive and/or Exotic Species is attached hereto as Addendum 1.

**Animals:** Feral hogs, coyotes, brown anole, and nine-banded armadillos are found on the property. A detailed Plan for Treatment of Invasive and/or Exotic Species is attached hereto as Exhibit 5

### **Cultural Resources Protection and Strategies**

There are no historic structures on the property. The area has been identified as high probability for archaeological sites in several cultural resource surveys, but no field investigation other than exposed ground inspection has occurred. There are two prehistoric scatter sites recorded on the Florida Master Site File which are not eligible for National Register listing. There is also a historic shipwreck (8VO1970). Two middens have been identified in the area; however, these middens are on the adjacent Gemini Springs Park property. No ground disturbance is anticipated, but should that be needed, monitoring and/or surveying would be required. County staff members are recognized as Certified Archaeological Monitors by the Florida Department of State Bureau of Archaeological Research to direct any such activity. The County's Historic Preservation Officer would coordinate these activities with required state and federal agencies. Appropriate protection of identified or suspected sites will be implemented.

## **LAND USE MANAGEMENT**

### **Access and Strategies**

Access to the property is from Gemini Springs Park, U.S. 17-92 through an access easement provided by DeBary Town Center, LLC, and Lake Monroe Park. Public parking is located at Gemini Springs Park, Lake Monroe Park, and Gemini Springs Addition. In addition, public parking is provided along the road of the DeBary Town Center, LLC development at US 17-92. The County shall maintain perimeter signs to ensure public access is easily identifiable.

### **Recreation and Strategies**

There is a multi-use trail from Gemini Springs Park through Gemini Springs Addition to Lake Monroe Park, an unpaved loop trail that connects to the larger trail, and other recreational trails and connections as depicted on Figure 10: Conceptual Recreation Plan. The County shall continue to maintain the existing trail system and may construct new paved or unpaved trails in compliance with the Conservation Easement governing the Gemini Springs Addition and subject to an amendment to this Land Management Plan to depict the new paved or unpaved trails.

In compliance with the Conservation Easement governing the Gemini Springs Addition, the County shall monitor the number of persons and vehicles, if any, using the property to ensure that public recreation does not negatively impact the property.

### **Environmental Education and Strategies**

The County provides for educational opportunities on conservation lands through the Explore Volusia program. After the conveyance of the Gemini Springs Addition from the District to the County, the County will include Gemini Springs Addition in the Explore Volusia Program.

### **Security and Strategies**

County staff routinely patrol the property, and the Volusia County Sheriff's office and the Florida Fish and Wildlife Conservation Commission (FWC) are contacted when necessary. After the conveyance of the Gemini Springs Addition from the District to the County, the County will continue such patrols.

## **ADMINISTRATION AND IMPLEMENTATION**

### **Acquisition**

The immediate area surrounding Gemini Springs Addition is mostly developed. Potential to acquire additional lands to protect the north shoreline of Lake Monroe is low.

## **Leases, Easements and Permits and Strategies**

There are two Florida Department of Transportation access easements located on the Hugh West Tract (Empire Cattle Company), and a drainage easement as well. Florida Power & Light Company and AT&T also have easements on the Hugh West Tract (Empire Cattle Company). There is an access easement from US 17-92 to the property boundary (See Figure 4: Easements).

An additional drainage easement was reserved by the Empire Cattle Company along a portion of the northwesterly line of the Gemini Springs Addition adjacent to the Gemini Springs Park property as depicted on the Blackwell & Associates Land Surveyors, Inc. survey dated February 3, 1999.

The County shall not take any actions to interfere with the above easements.

The County shall comply with all applicable permits and permit conditions governing the Gemini Springs Addition, including Special Condition #2 in the Department of the Army Permit #SAJ-2000-01871(IP-JG). To the extent the conveyance of the Gemini Springs Addition from the District to the County requires any action regarding such permits, such action shall be taken by the County.

## **Conservation Easement and Best Management Practices**

All activities on the Gemini Springs Addition shall comply with the Conservation Easement governing the property and shall be in accordance with all applicable Best Management Practices (BMPs), including, but not limited to, BMPs for pesticides, herbicides and fertilizers.

## **FIGURES**

Figure 1	General Location
Figure 2	Aerial Photograph
Figure 3	Property Acquisition
Figure 4	Easements
Figure 5	Generalized Topography
Figure 6	2014 FEMA Flood Insurance Rate Map
Figure 7	Eagle Nest Location
Figure 8	Land Cover
Figure 9	Soils
Figure 10	Conceptual Recreation Plan

## **EXHIBITS**

Exhibit 1	Conservation Easement
Exhibit 2	Plants & Animals
Exhibit 3	Past Management Summary
Exhibit 4	Fire Management Plan
Exhibit 5	Invasive and/or Exotic Management Plan

## REFERENCES

Brooks, H.K. 1981. *Guide to the Physiographic Regions of Florida*. Institute of Food and Agricultural Services, University of Florida. Gainesville, FL.

Florida Natural Areas Inventory. 1990. *Guide to Natural Communities of Florida*. Tallahassee, FL.

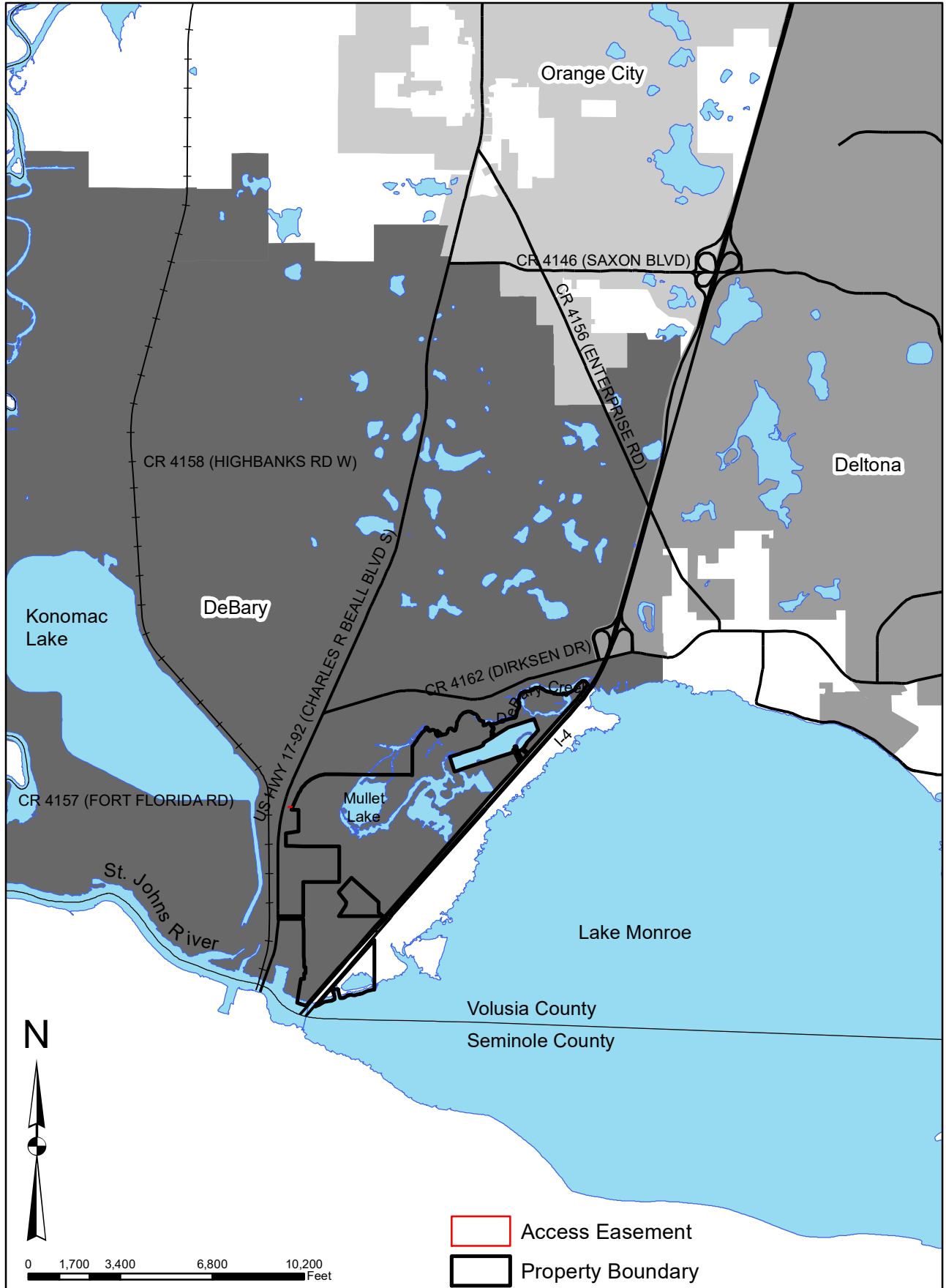
Myers, R.L. and John J. Ewel. 1990. *Ecosystems of Florida*. University of Central Florida Press. Gainesville, FL.

United States Department of Agriculture, Soil Conservation District. *Soil Survey of Brevard County, FL*.

Wunderlin, R.P. 1998. *Guide to the Vascular Plants of Florida*. The Board of Regents of the State of Florida. Tallahassee, FL.

# Gemini Springs Addition

## Figure 1. General Location





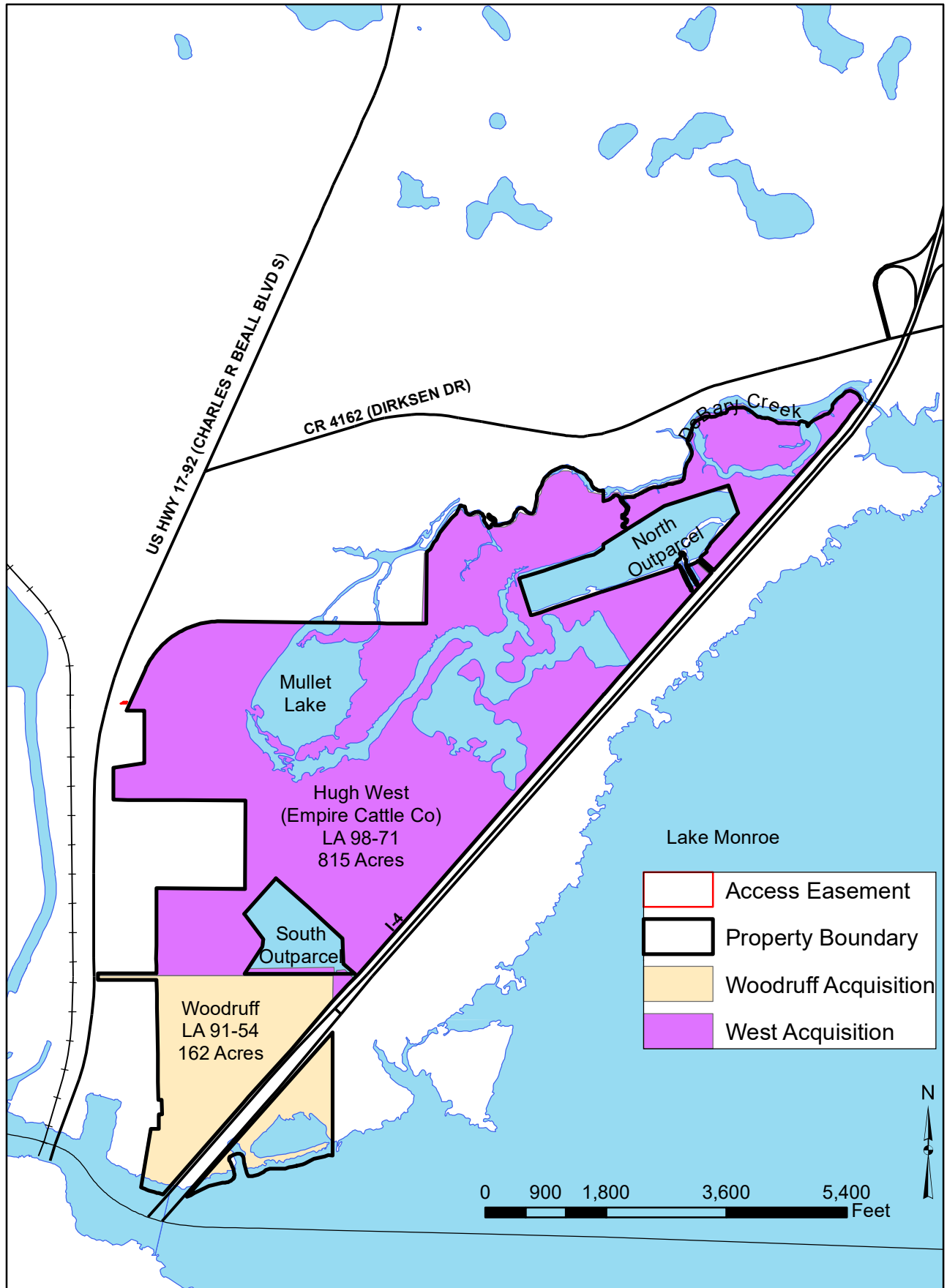
# Gemini Springs Addition

## Figure 2. Aerial Photograph



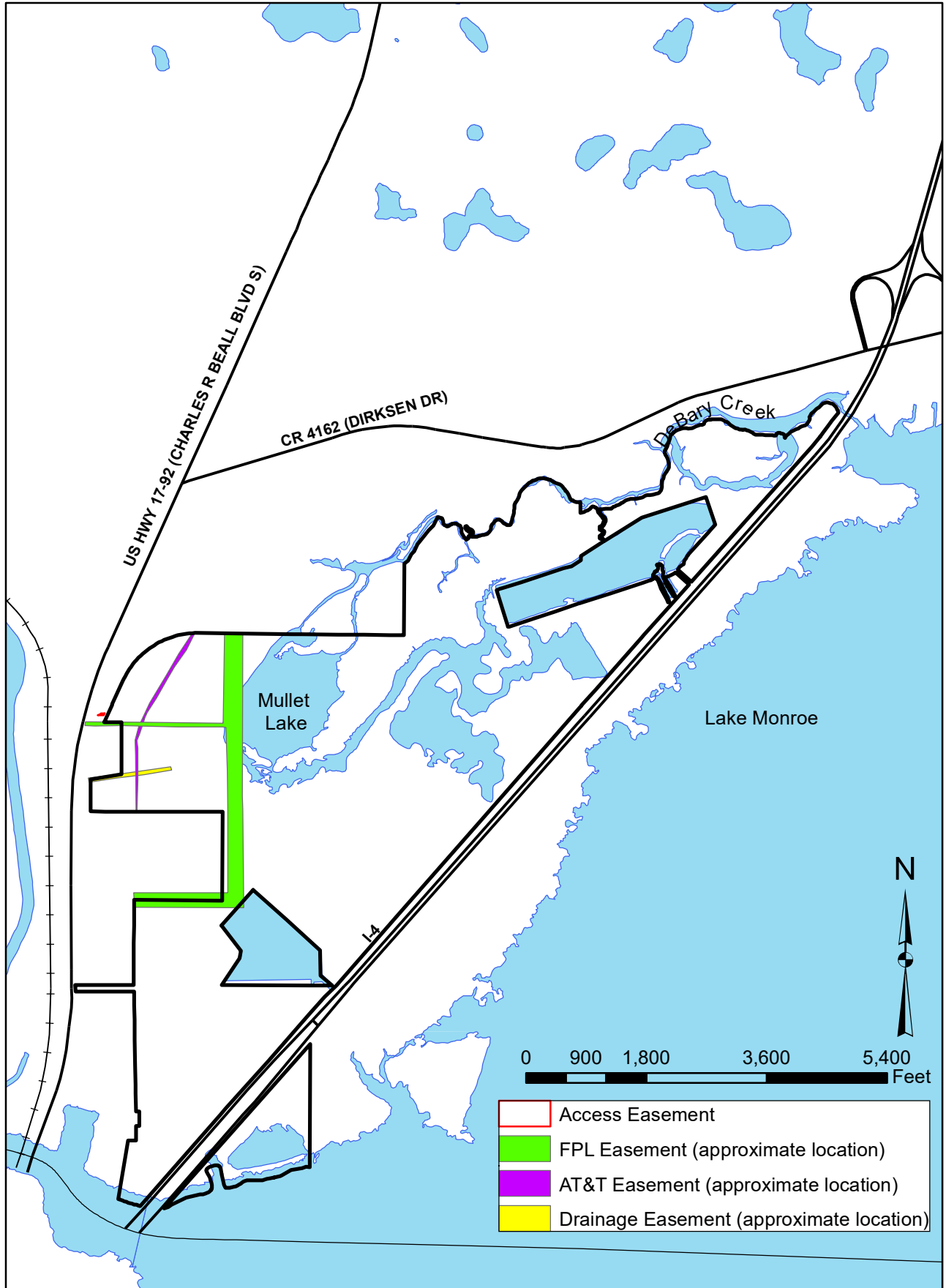
# Gemini Springs Addition

## Figure 3. Property Acquisition



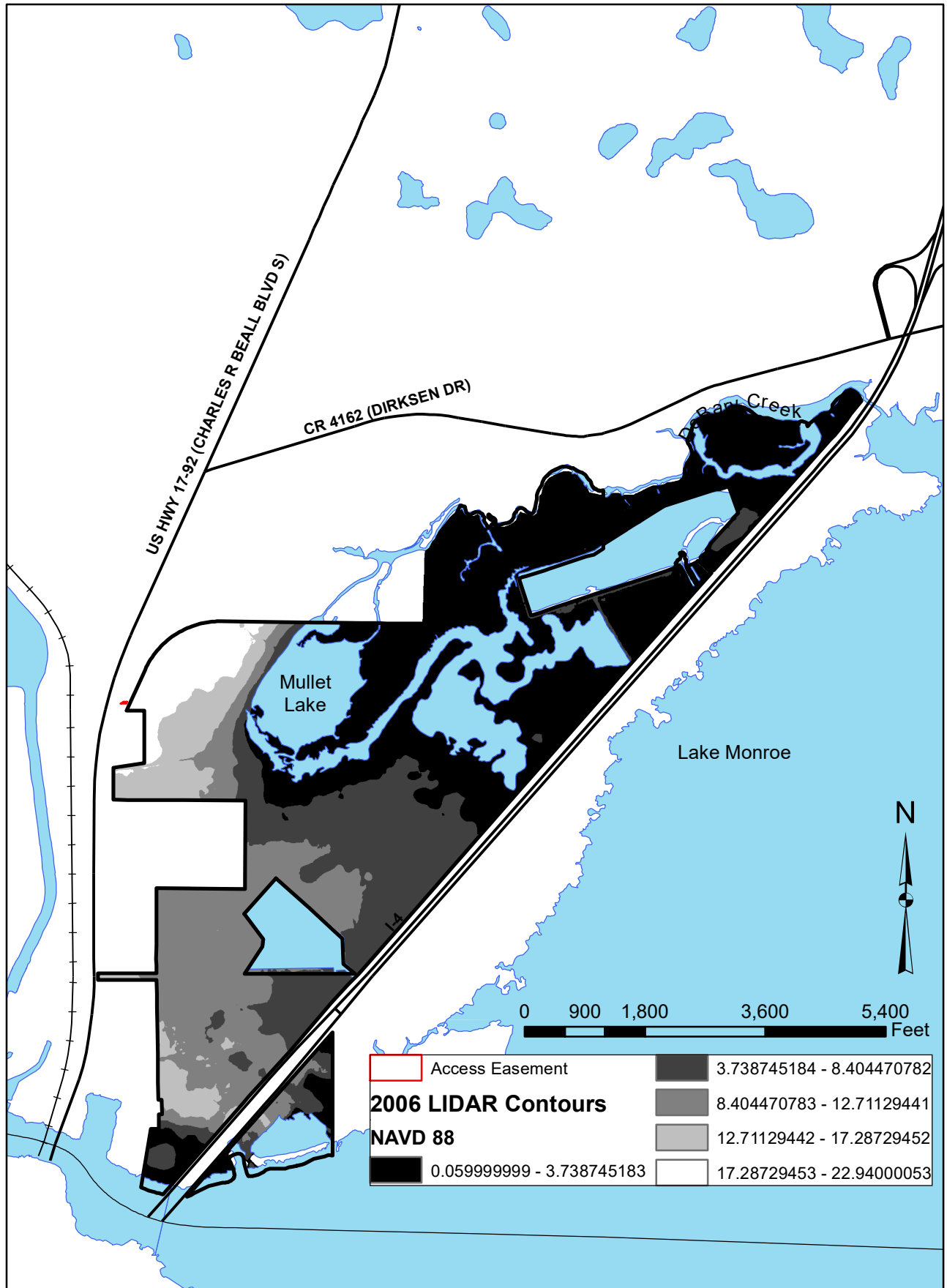
# Gemini Springs Addition

## Figure 4. Easements

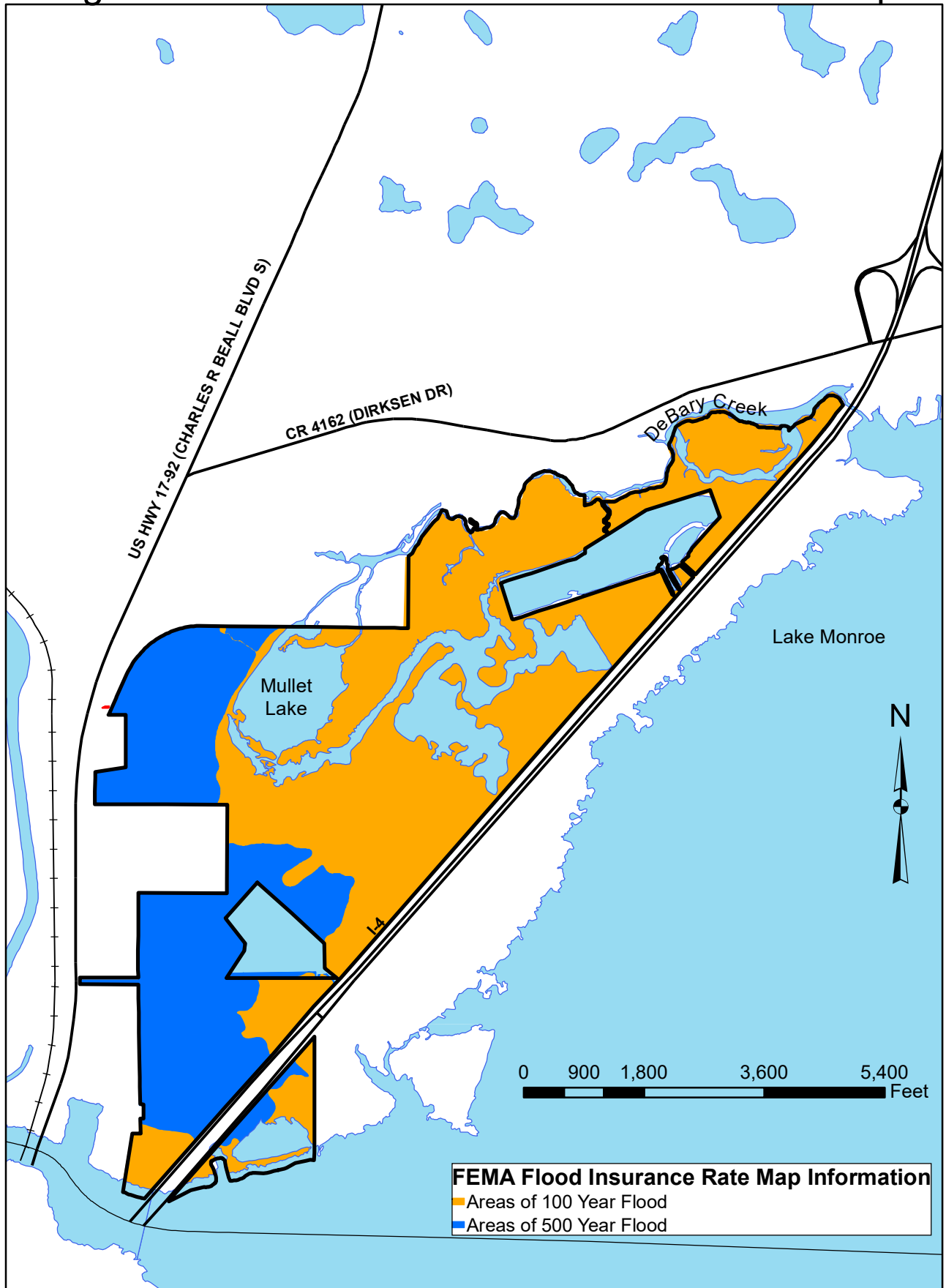


# Gemini Springs Addition

## Figure 5. Generalized Topography

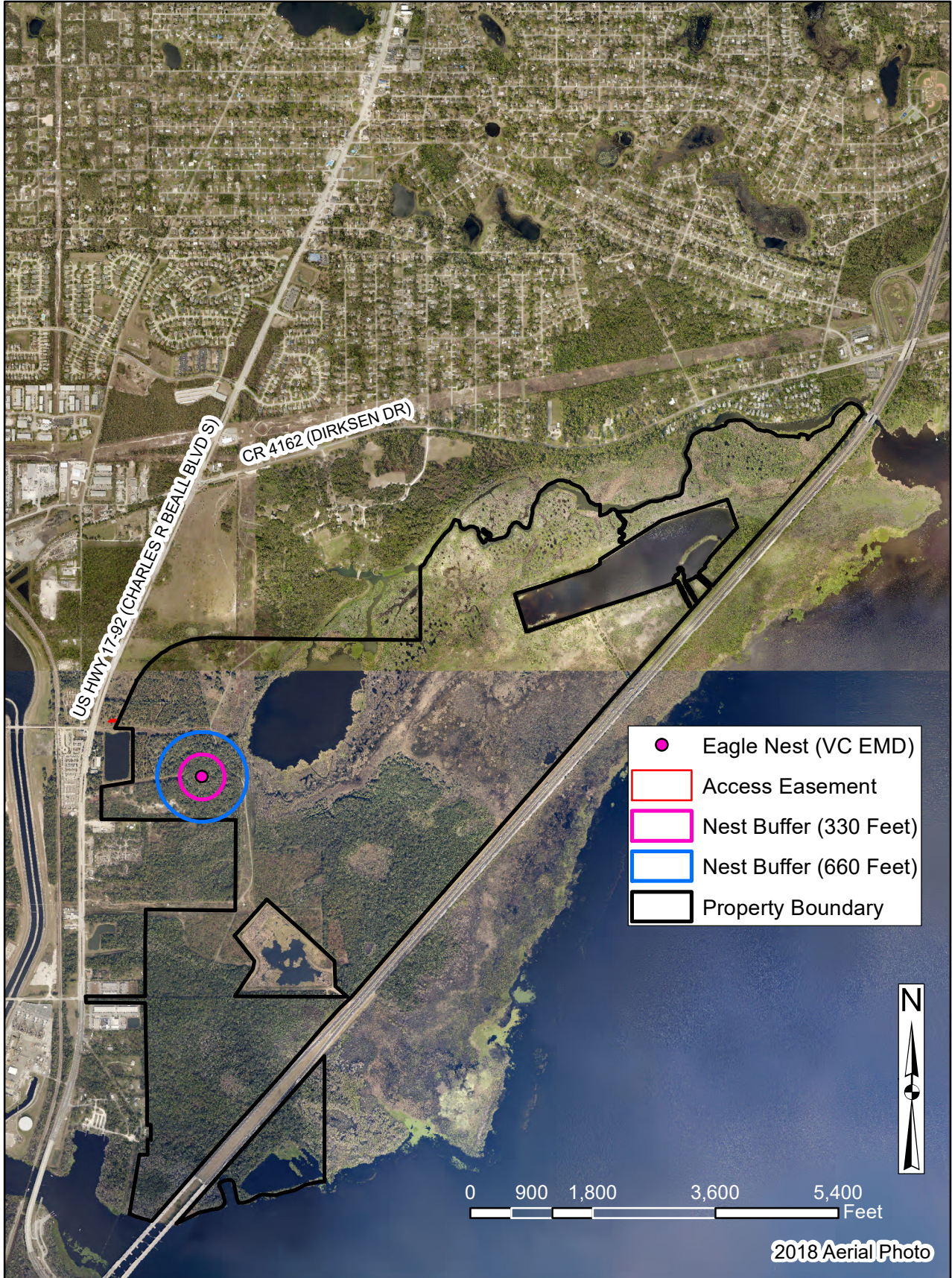


Gemini Springs Addition  
Figure 6. 2014 FEMA Flood Insurance Rate Map



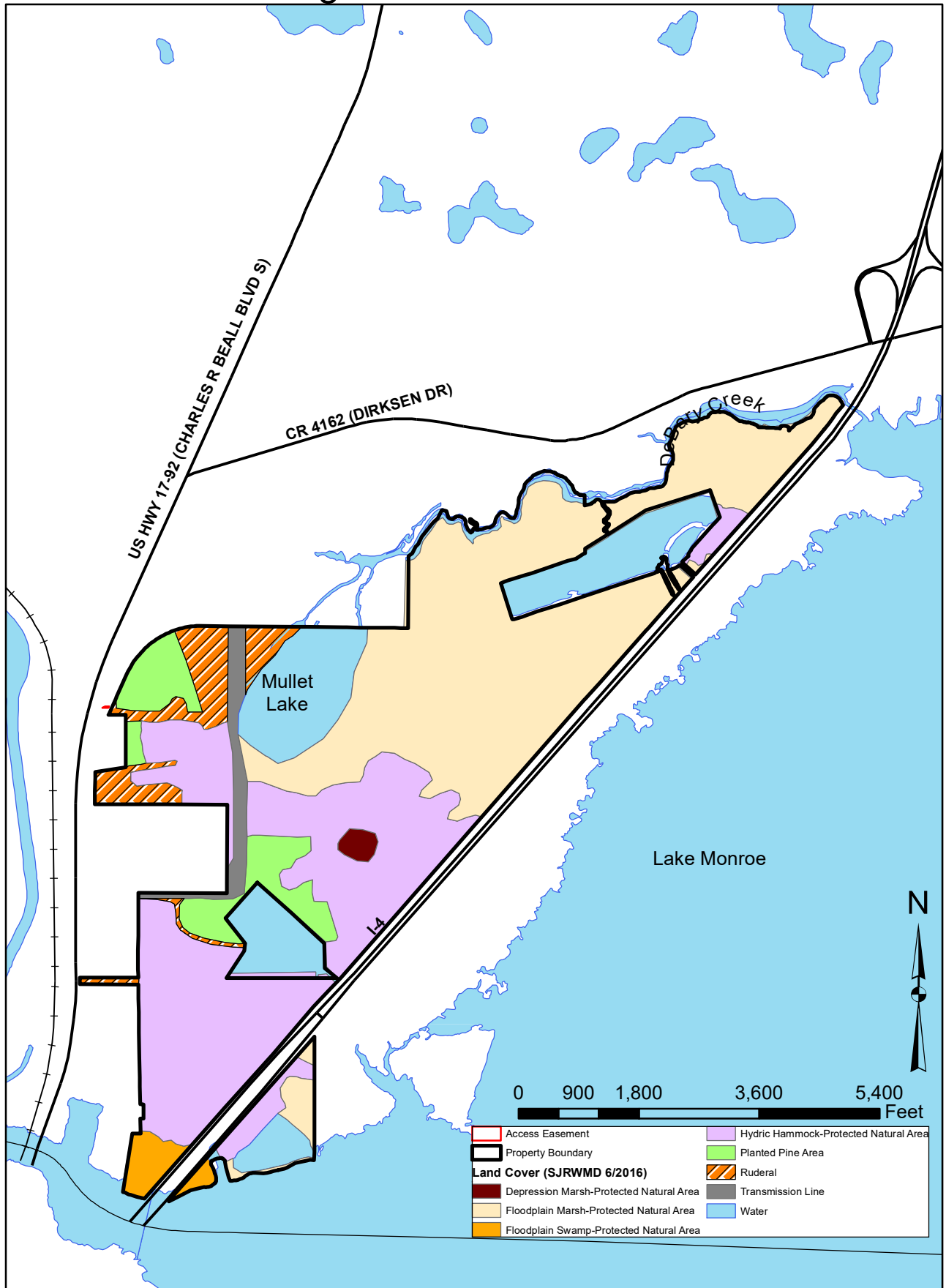
# Gemini Springs Addition

## Figure 7. Eagle Nest Location



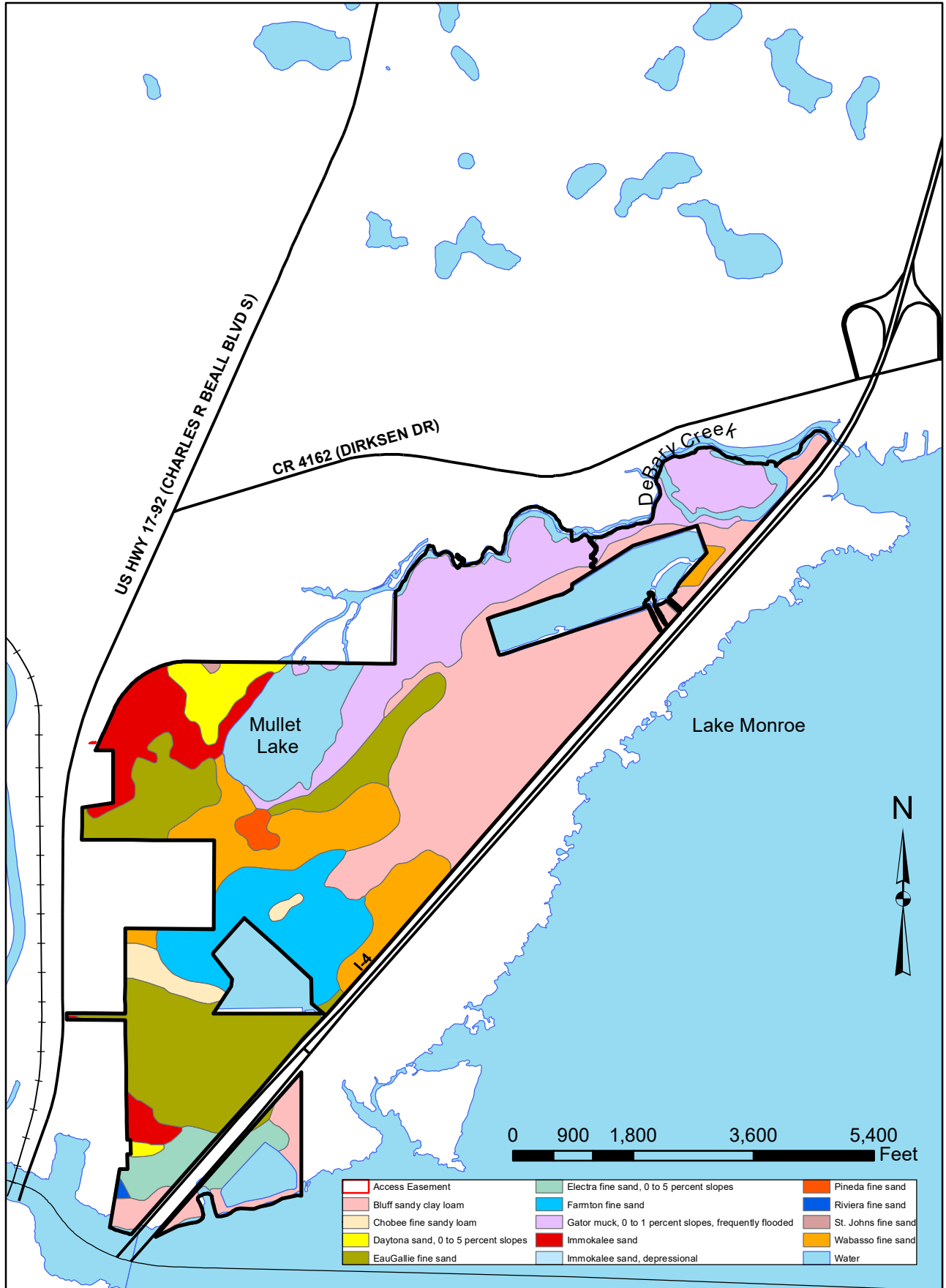
# Gemini Springs Addition

## Figure 8. Land Cover



# Gemini Springs Addition

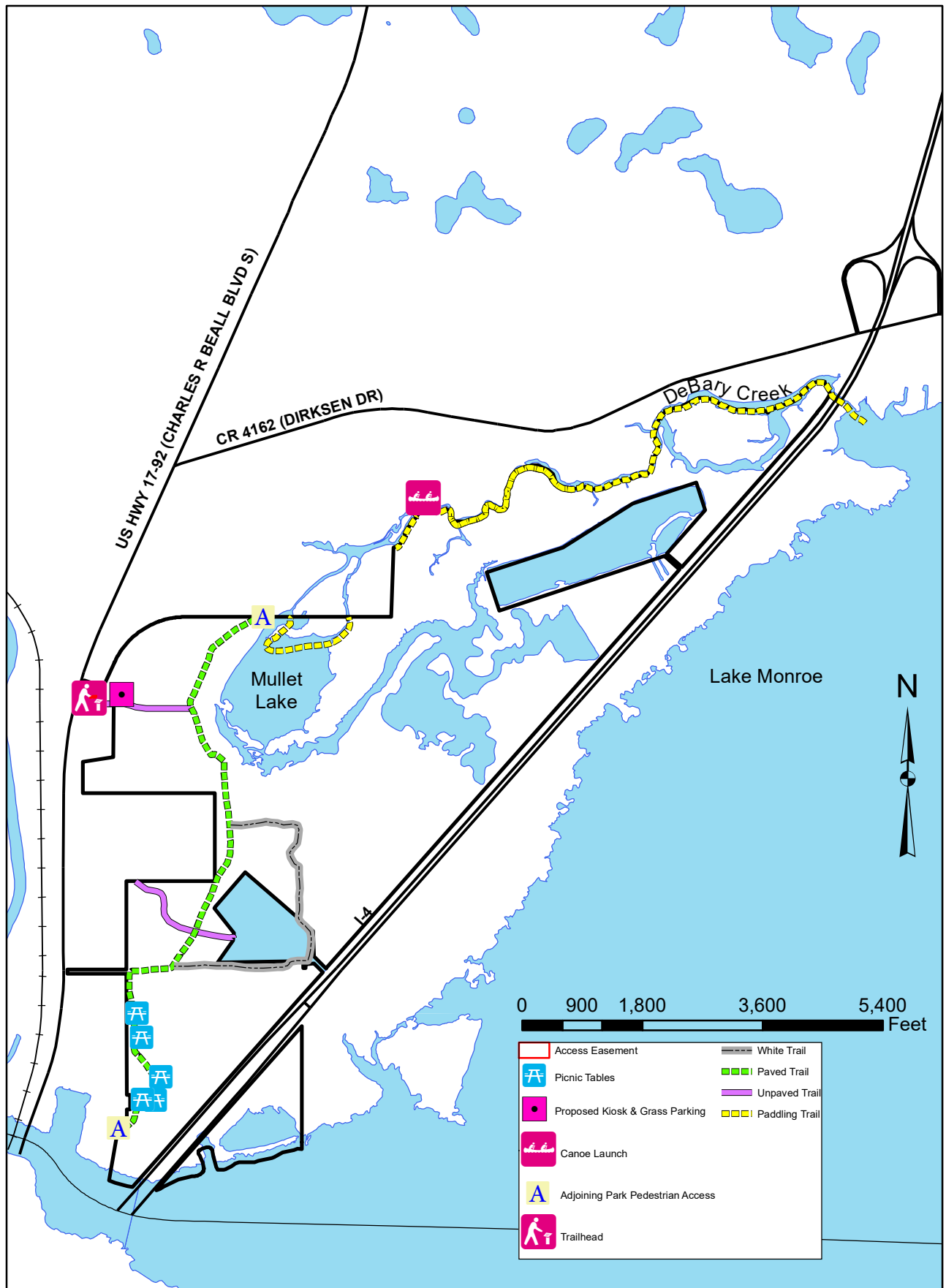
## Figure 9. Soils





# Gemini Springs Addition

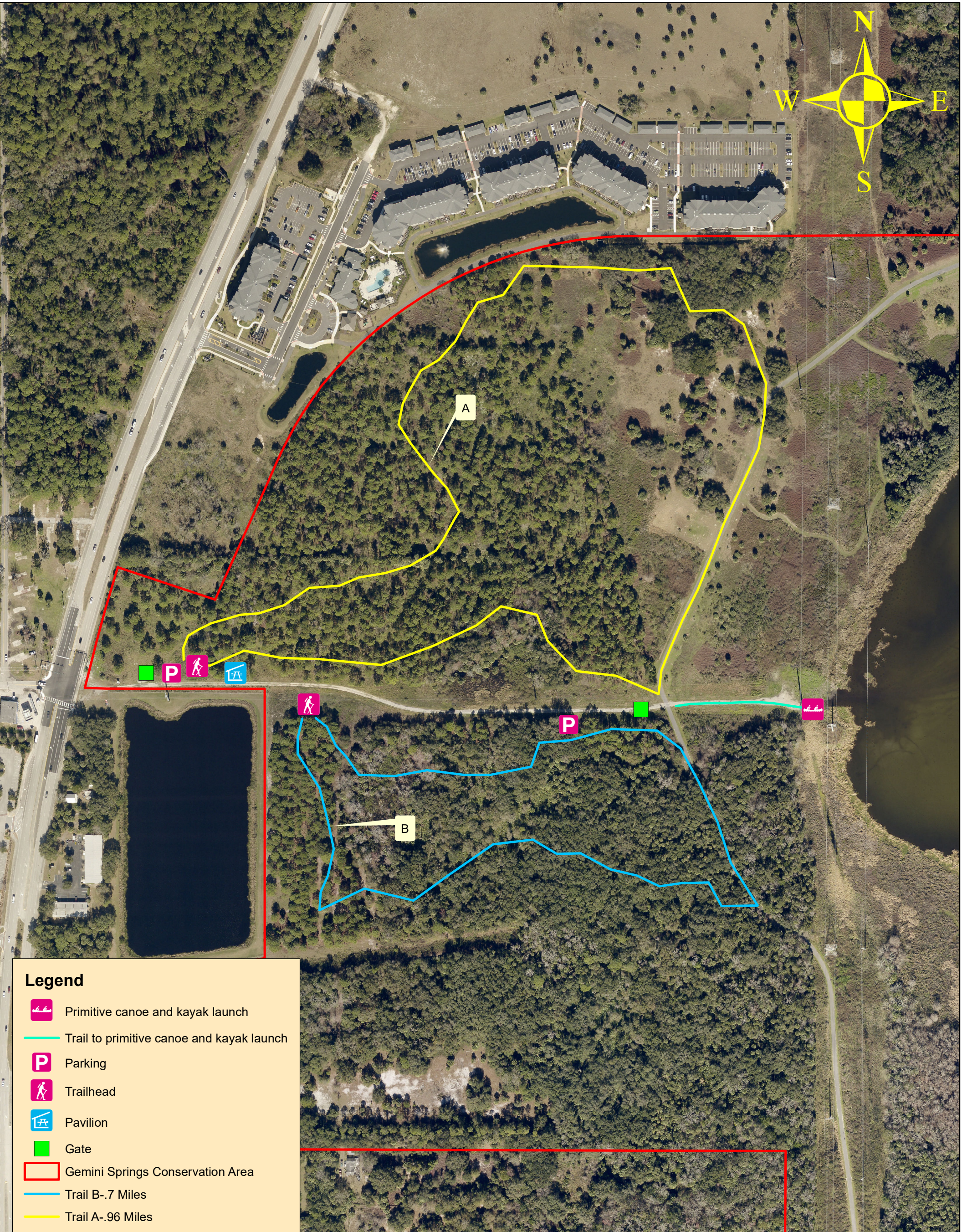
## Figure 10. Conceptual Recreation Plan












# Gemini Conservation Area

## Conceptual Trails

### March/2022



#### Legend

-  Primitive canoe and kayak launch
-  Trail to primitive canoe and kayak launch
-  Parking
-  Trailhead
-  Pavilion
-  Gate
-  Gemini Springs Conservation Area
-  Trail B-.7 Miles
-  Trail A-.96 Miles

1 inch = 254 feet