



City Council Meeting Agenda

Tuesday, February 11, 2025

7:00 p.m. – City Council Regular Meeting

EXECUTIVE SESSION – to immediately follow the Regular Meeting (CLOSED TO THE PUBLIC)

Welcome! The public is strongly encouraged to participate remotely but there is seating at Civic Hall for those who are not able to participate remotely. However, if you are not feeling well, please stay home and take care of yourself.

The public is strongly encouraged to relay concerns and comments to the Council in one of four ways:

- Attend in person and fill out a public comment card
- Email at any time up to **noon on Monday, February 10th** to CityRecorderTeam@mcminnvilleoregon.gov
- If appearing via telephone or ZOOM, please sign up prior by **noon on Monday, February 10th** by emailing the City Recorder at CityRecorderTeam@mcminnvilleoregon.gov as the chat function is not available when calling in Zoom; **You will need to provide the City Recorder with your First and Last name, Address, and contact information (email or phone) for a public comment card.**

You can live broadcast the City Council Meeting on cable channels Xfinity 11 and 331, Frontier 29 or webstream here:

mcm11.org/live

CITY COUNCIL REGULAR MEETING:

You may join online via Zoom Webinar Meeting:

<https://mcminnvilleoregon.zoom.us/j/87378662359?pwd=2LRKsjN7cxI7N2lTsUVS28qbSrOKmY.1>

Or you can call in and listen via Zoom: 1-253- 215- 8782

Webinar ID: 873 7866 2359

7:00 PM – REGULAR COUNCIL MEETING – VIA ZOOM AND SEATING AT CIVIC HALL

1. CALL TO ORDER & ROLL CALL

2. PLEDGE OF ALLEGIANCE

3. INVITATION TO COMMUNITY MEMBERS FOR PUBLIC COMMENT –

The Mayor will announce that any interested audience members are invited to provide comments. Anyone may speak on any topic other than: a matter in litigation, a quasi-judicial land use matter; or a matter scheduled for public hearing at some future date. The Mayor may limit comments to 4 minutes per person for a total of 32 minutes. The Mayor will read comments emailed to City Recorded and then call on anyone who has signed up to provide public comment.

4. PRESENTATION

a. Air Show Presentation by Bill Braak

5. ADVICE/ INFORMATION ITEMS

a. Reports from Councilors on Committee & Board Assignments

1. Motion to approve BDS Planning & Urban Design Consulting recommendation as amended by Mayor Moris (memo in packet)

b. Department Head Reports

c. November 2024 Cash and Investment Report (in packet)

6. CONSENT AGENDA

- a. Consider the Draft Minutes of the January 22, 2025, City Council Work Session Meeting.
- b. Consider the Draft Minutes of the January 28, 2025, City Council Work Session & Regular Meeting.
- c. Consider **Resolution No. 2025-06**: A Resolution authorizing the City Manager to enter into an agreement with Turf Star Western Equipment for the purchase of a 2025 Toro Groundsmaster 4000-D 11' rotary mower.

7. RESOLUTION

- a. Consider **Resolution No. 2025-05**: A Resolution appointing four members to the Affordable Housing Committee and McMinnville Economic Vitality Leadership Council.

8. ADJOURNMENT OF REGULAR MEETING

CITY COUNCIL EXECUTIVE SESSION – IMMEDIATELY FOLLOWING THE REGULAR MEETING (NOT OPEN TO THE PUBLIC)

1. CALL TO ORDER

2. **EXECUTIVE SESSION PURSUANT TO ORS 192.660(2)(d)**: To conduct deliberations with persons designated by the governing body to carry on labor negotiations.

3. **EXECUTIVE SESSION PURSUANT TO ORS 192.660(2)(h)**: To consult with counsel concerning the legal rights and duties of a public body with regard to current litigation or litigation likely to be filed.

4. ADJOURNMENT OF EXECUTIVE SESSION

From: [Richard Mason](#)
To: [Claudia Cisneros](#)
Subject: Rec facility
Date: Thursday, January 30, 2025 7:14:03 PM

This message originated outside of the City of McMinnville.

Claudia,

Is this the right place to submit an opinion on the pool and recreation center?

I swam in my first swim meet at the McMinnville pool when I was eight years old. Later, when I swam for Lewis and Clark College, we swam against Linfield in that same pool.

The next time I saw the Mac pool, it was reconfigured. I'm not sure when that was done, but I know that the pool in Beaverton, where I swam for many years, is still the same. The locker room, the roof and the pool are the same as they were in 1958. I think they built that pool in the early 50's, I'm not sure. But today, it's all the same. It's never been reconfigured. It's next to Beaverton High School.

There are newer pools which are nicer, but that pool remains the same. And it's functional. Now McMinnville is planning its second renovation. To me, that's an issue.

I swim in the Mac pool about three times per week. I have a three month pass for Seniors. It's not a great pool, but it gets a lot of use. I prefer the Chehalem Aquatic Center, however, it's more expensive and it takes me about 30 minutes each way.

Do I think you need a new pool? Well, not really. I suggest you fix the one you've got and build a better one in another part of town. Fix the pool next to the library. It's a nice location, but it's not a great pool.

I was a little surprised that you would float a \$152 million dollar bond. That's a lot of money. I have neighbors who complain about the fact their property taxes increased \$300. They're trying to make things work, and they're barely getting by. That bond could be the straw that broke a lot of backs.

Who are you building these facilities for? For people who live out of the area? Then, get the money from them, not local taxpayers.

Twice now you've built a pool that had to be replaced. And now you're asking for \$152 million to rebuild it a third time, and renew other buildings?

The track record suggests you're going to blow it again.

Sincerely,

Richard Mason

RECEIVED

FEB 5 2025

City of McMinnville

OFFICIAL PETITION
TO
COUNCIL MEMBERS
MCMINNVILLE, OR

ENTERED INTO THE RECORD
DATE RECEIVED: 02/05/2025
SUBMITTED BY: Community
SUBJECT: members
Public Comment

City of McMinnville
230 Ne 2nd St
McMinnville, OR 97128-4831

To Members of the McMinnville City Council:

There is a national movement underway to cut back on quality-of-life policing methods such as making arrests for vandalism, littering, loitering, vagrancy, public intoxication, and other quality of life violations.

As a registered voter in McMinnville, I urge you to maintain all quality-of-life policing methods, vigorously defend these methods, support our police in enforcement of quality-of-life violations, and make sure our district attorney is fully behind quality-of-life policing methods.

Quality of life policing, as well as pro-active policing methods, have cleaned up and maintained order in many neighborhoods in our city and helped reduce more serious crime nationwide between 1985 and 2015 by over 50%.

Ms. Gloria Stroh
Mr. Melvin Mattoon
John Cramer Ph. D.
Mr. Philip Darling
Mr. John Schwartz
Mr. Steven Laughlin
Mr. Vernon Popowski
Mr James Mix
Mr Matthew Newby
Mr James Gordon
Mr James Downey
J. Hanon





STAFF REPORT

DATE: February 4, 2025
TO: Mayor and City Councilors
FROM: Jeff Towery, City Manager
SUBJECT: Request to update BDS Planning & Urban Design Consulting recommendation from August 29, 2023 Joint City Council & McMinnville Water & Light Special Called Meeting.

Report in Brief:

This action is the consideration of amending BDS Planning & Urban Design’s recommendations approved by City Council and MW&L at the August 29, 2023 Special Called Meeting. Mayor Kim Morris would like to amend the report in the following sections: (outlined in red)

4. Regular executive update to each body from the other executive

Activities

- General Manager presents to Council and
- Include this expectation in job descriptions

Frequency

• ~~Quarterly~~ twice a year
(March/September)

5. Regular meetings between Council & Commission

Activities

- Council & Commission meet to gain mutual understanding of:
 - Programs and operations
 - Finances and challenges
 - Legal obligations and challenges
 - Planning and planning horizons
 - Emergency preparedness
- Mayor, City Manager, and General Manager responsible for preparing meeting agenda and activities

Frequency

• ~~Twice a year~~ annually (in July)



City of McMinnville

**City of McMinnville
Administration**
230 NE Second Street
McMinnville, OR 97128
(503) 435-5702
www.mcminnvilleoregon.gov

The McMinnville Water & Light Commission will also be taking similar actions at their February 18th meeting. Their agenda/packet can be found here: <https://www.mc-power.com/about-us/agenda-minutes/>

Attachments:

1. BDS Planning & Urban Design recommendation report dated July 10, 2023 (adopted by City Council & MW&L at the August 29, 2023 Special Called Meeting)

Fiscal Impact:

There is no anticipated fiscal impact.

Recommendation:

Motion to approve Mayor's amendments of BDS's previous recommendation.

BDS

PLANNING & URBAN DESIGN

July 10, 2023

To: Mayor Remy Drabkin, City of McMinnville,

cc: Jeff Towery, City of McMinnville; John Dietz, McMinnville Water & Light

From: Andrés Mantilla & Brian Douglas Scott, BDS Planning

Re: City of McMinnville and McMinnville Water & Light Partnership Framework

The City of McMinnville and McMinnville Water & Light (MW&L) asked BDS Planning to help the two entities develop a partnership framework that will support stronger engagement and enhanced communication between the City Council and MW&L Commission. To do this, the consulting team met with all Councilors and Commissioners individually and then facilitated three meetings: MW&L Commission only, City Council only, and a joint session of the Commission and Council.

As a product of those meetings, this memo outlines the draft Partnership Framework, including:

- Guiding principles for collaboration between the Council and Commission
- Specific activities to strengthen the relationship between the two bodies.

BDS Planning will facilitate another joint session in August 2023 to affirm this Framework and initiate Partnership Framework activities.

Guiding Principles

- Serve in the interest of the residents of McMinnville
- Operate with mutual respect and understanding
- Contribute to an environment of predictability
- Understand and follow the intent of the Charter
- Sustain mutual learning, onboarding, and relationship-building between the two bodies

Partnership Framework Activities (further detailed on the following pages):

1. Clarity of roles and responsibilities
2. Joint onboarding and continued education between parties
3. Regular executive meetings (City Manager + MW&L General Manager)
4. Regular executive updates to each body from the other executive
5. Regular meetings between the Council and Commission

Next Steps:

- Joint review and adoption of framework (proposed: August 1, 2023)
- First "Joint Meeting" – September 2023

Partnership Framework Activities

1. Clarity of roles and responsibilities – as articulated in the City Charter

City of McMinnville

- Recruit, appoint, and remove MW&L Commissioners
- Preside over MW&L Commission meetings
- Sign contracts and documents
- Maintain water funds separate from light funds, and separate from City funds
- Administer the MW&L Clerk’s oath of office

MW&L Commission

- Conduct and manage the business delegated to the Commission
- Establish rates
- Provide and shut off water and electricity
- Make regulations necessary and convenient to conduct business
- Acquire property (including condemnation)
- Borrow money
- Elect Clerk and hire General Manager

2. Joint onboarding and education

Activities

- Joint onboarding packet
- Shared materials
- Regularly scheduled tours and joint events

Frequency

- At election/appointment of councilor and commissioner
- Tours offered annually (MW&L facility tour, watershed tour, etc.)

3. Regular meetings between executives

Activities

- Continue regular meetings
- Include this expectation in job descriptions

Frequency

- Monthly

4. Regular executive updates to each body from the other executive

Activities

- General Manager presents to Council and City Manager presents to Commission with updates on upcoming issues and activities and to field questions.

Frequency

- Quarterly

5. Regular meetings between Council & Commission

Activities

- Council and Commission meet to gain mutual understanding of:
 - Programs and operations
 - Finances and challenges
 - Legal obligations and challenges
 - Planning and planning horizons
 - Emergency preparedness

- Mayor, City Manager, and General Manager responsible for preparing meeting agenda and activities

Frequency

- Twice a year



City of McMinnville

November 2024

CASH AND INVESTMENT BY FUND

FUND #	FUND NAME	GENERAL OPERATING		TOTAL
		CASH IN BANK	INVESTMENT	
01	General	\$1,750,540.70	\$13,215,985.89	\$14,966,526.59
05	Grants & Special Assessment	\$685.87	\$628,057.52	\$628,743.39
07	Transient Lodging Tax	\$458.89	(\$7,000.00)	(\$6,541.11)
08	Affordable Housing	\$979.54	\$1,090,000.00	\$1,090,979.54
10	Telecommunications	\$145.71	\$2,030.00	\$2,175.71
15	Emergency Communications	\$943.00	\$152,094.81	\$153,037.81
20	Street (State Tax)	\$142.70	\$1,836,343.50	\$1,836,486.20
25	Airport Maintenance	\$636.01	\$1,178,749.03	\$1,179,385.04
45	Transportation	\$787.11	\$6,033,494.92	\$6,034,282.03
50	Park Development	\$628.05	\$3,599,441.49	\$3,600,069.54
58	Urban Renewal	\$0.00	\$0.00	\$0.00
59	Urban Renewal Debt Service	\$840.20	\$1,450,869.27	\$1,451,709.47
60	Debt Service	\$547.98	\$2,072,752.02	\$2,073,300.00
70	Building	\$845.85	\$2,380,240.37	\$2,381,086.22
75	Wastewater Services	\$267.24	\$1,402,793.02	\$1,403,060.26
77	Wastewater Capital	\$57.63	\$31,547,103.65	\$31,547,161.28
80	Information Systems & Services	\$964.94	\$276,742.38	\$277,707.32
85	Insurance Reserve	\$204.15	\$401,290.54	\$401,494.69
CITY TOTALS		1,759,675.57	67,260,988.41	69,020,663.98

MATURITY DATE	INSTITUTION	TYPE OF INVESTMENT	INTEREST RATE	CASH VALUE
N/A	Key Bank of Oregon	Checking & Repurchase Sweep Account	0.71%	\$1,759,675.57
N/A	Key Bank of Oregon	Money Market Savings Account		\$0.00
N/A	State of Oregon	Local Government Investment Pool (LGIP)	4.99%	\$45,697,775.47
N/A	Umpqua Bank	Money Market Savings Account	4.82%	\$10,758,572.17
1/10/25	Umpqua Bank	Certificate of Deposit	5.25%	\$10,804,640.77
				<u>\$69,020,663.98</u>

CITY OF McMinnville
MINUTES OF CITY COUNCIL WORK SESSION
Held via Zoom Video Conference and at the Kent L. Taylor Civic Hall on Gormley Plaza
McMinnville, Oregon

Tuesday, January 22, 2025 at 6:00 p.m.

Presiding: Kim Morris, Mayor

Recording Secretary: Daniel Ruiz

Councilors:	<u>Present</u>	<u>Absent</u>
	Sal Peralta, Council President	
	Zack Geary (via zoom)	
	Chris Chenoweth	
	Jessica Payne	
	Scott Cunningham	
	Dan Tucholsky	

Also present were City Manager Jeff Towery, Deputy City Recorder/Exec. Asst. Daniel Ruiz, City Recorder Claudia Cisneros, City Attorney David Ligtenberg, Public Works Director Geoff Hunsaker, Emergency Management Coordinator Jeff Jacobs, Police Chief Cord Wood and *members of the News Media – Phil Guzzo McMinnville Community Media, and Scott Unger News-Register (via Zoom).*

1. CALL TO ORDER: Mayor Morris called the meeting to order at 6:00 p.m. and welcomed all in attendance.

2. EMERGENCY OPERATIONS PLAN

Public Works Director Geoff Hunsaker and Emergency Management Coordinator Jeff Jacobs introduced the city's emergency management program, and shared a PowerPoint presentation outlining efforts to develop an emergency operations plan, train staff, and conduct hazard and vulnerability assessments. The discussion also covered the city's emergency management plan, including the authority to declare a state of emergency, the role of elected officials, and the importance of communication during emergencies.

Next steps for implementing the plan were outlined, including seeking council approval, developing department-level emergency response plans, and conducting drills and training.

3. ADJOURNMENT: Mayor Morris adjourned the meeting at 8:05 p.m.

Daniel Ruiz, Deputy City Recorder

CITY OF McMinnville
MINUTES OF CITY COUNCIL WORK SESSION
Held via Zoom Video Conference and at the Kent L. Taylor Civic Hall on Gormley Plaza
McMinnville, Oregon

Tuesday, January 28, 2024 at 5:30 p.m.

Presiding: Kim Morris, Mayor

Recording Secretary: Daniel Ruiz

Councilors:	<u>Present</u>	<u>Absent</u>
	Sal Peralta, Council President	
	Zack Geary	
	Chris Chenoweth	
	Jessica Payne	
	Scott Cunningham	
	Dan Tucholsky	

Also present were City Manager Jeff Towery, Deputy City Recorder/Exec. Asst. Daniel Ruiz, City Recorder Claudia Cisneros, City Attorney David Ligtenberg, Public Works Director Geoff Hunsaker, Library Director Jenny Berg, Community Development Director Heather Richards, Parks & Recreation Director Susan Muir (via Zoom), (via Zoom), Communications & Engagement Manager Noelle Amaya (via Zoom), and *members of the News Media – Kyle Dauterman McMinnville Community Media, and Scott Unger News-Register (via Zoom).*

1. CALL TO ORDER: Mayor Morris called the meeting to order at 5:30 p.m. and welcomed all in attendance.

2. CULTURE, PARKS AND RECREATION PROJECT UPDATE:

Parks and Recreation Director Susan Muir, led the discussion on the conditions of the Aquatic Center, Community Center, Library, Senior Center, and Parks in the city. She stated the purpose of the work session was to listen and gather information about the Mayor and Councilors impressions, information needs, and questions that will help guide next steps of the project.

Ms. Muir went through the following Discussion Point questions:

1. The conditions at the aquatic center, community center, library, senior center and in our parks require city investment and intervention beyond current maintenance standards.
2. Moving forward with one new building to replace the aquatic & community centers makes sense.
3. The financial operating plan for the new rec center discussed with council on November 12, 2024 demonstrates the confidence needed at this point in the project, understanding the actual fee setting will be done by city council at a later date.

4. The Miller property is the best location available to us for the new rec center.
5. A new general obligation bond in the near future is well-timed among the city's other current debt obligations.

Through the discussion the council expressed their concerns about the maintenance standards and the need for city investment and intervention. Ms. Muir highlighted the need for better maintenance and potential investment. The council discussed various options for addressing these needs, including partnerships to share costs. They emphasized concerns about costs, timing, and tax burdens while recognizing the need for improvements.

The proposal to replace the aquatic and community centers with a new combined facility was considered, with the council debating its affordability, location, and potential partnerships, particularly with Linfield. The importance of considering low-income residents and exploring phased development was also discussed.

The council also addressed the financial implications of operating a new Recreation Center, including the cost of construction, partnerships, and potential operating subsidies. The Miller property and Wortman Park were considered as potential locations for the new facility, though concerns about logistics and feasibility were raised. The need for more information and a detailed financial plan was emphasized, with some members expressing hesitation about proceeding given the current economic climate.

Ms. Muir introduced the consulting team Jake Weigler Partner of Praxis political and Kevin Chambers, part of the community support group

3. ADJOURNMENT: Mayor Morris adjourned the meeting at 6:52 p.m.

Claudia Cisneros, City Recorder

CITY OF McMinnville
MINUTES OF CITY COUNCIL MEETING
Held via Zoom Video Conference and at the Kent L. Taylor Civic Hall on Gormley Plaza
McMinnville, Oregon

Tuesday, January 14, 2025, at 7:00 p.m.

Presiding: Kim Morris, Mayor

Recording Secretary: Daniel Ruiz

Councilors:	<u>Present</u>	<u>Absent</u>
	Sal Peralta, Council President	
	Zack Geary	
	Chris Chenoweth	
	Jessica Payne (left at 8:41 pm)	
	Scott Cunningham	
	Dan Tucholsky	

Also present were City Manager Jeff Towery, Deputy City Recorder/Exec. Asst. Daniel Ruiz, City Recorder Claudia Cisneros, City Attorney David Ligtenberg, Public Works Director Geoff Hunsaker, Library Director Jenny Berg, Community Development Director Heather Richards, Human Resources Director Vicki Hedges (via Zoom), and *members of the News Media – Kyle Dauterman McMinnville Community Media, and Scott Unger News-Register (via Zoom).*

1. CALL TO ORDER: Mayor Morris called the meeting to order at 7:00 p.m. and welcomed all in attendance.

2. PLEDGE OF ALLEGIANCE

Community Development Director Richards led the pledge of allegiance.

3. PROCLAMATION

3.a. Black History Month Proclamation

Mayor Morris read the proclamation declaring February 2025 as Black History Month.

4. INVITATION TO COMMUNITY MEMBERS FOR PUBLIC COMMENT: Mayor Morris invited the public to comment.

Deputy City Recorder/Executive Assistant to City Manager Daniel Ruiz stated the City received public comment emails from Rodrigo Lagunas, Kaitlyn Burch, Tanya Tompkins, and Lisa Macy-Baker on behalf of the

MacPac and have been forwarded to City Council and will be entered into the record on the amended packet posted tomorrow.

Cheryl Shockey, community member, provided support for the PROS Plan Bond.

Mike Burr, community member, AnyDoor Place shelter program and mental health crisis in the community. Recommending expanding State services for homelessness.

Lisa Macy-Baker, community member, provided support for the PROS Plan Bond.

Amanda Pewonka, community member, sell the Nelson House; provided support for the PROS Plan Bond and lean on private sectors.

Marni Cochran, community member, provided support for the PROS Plan Bond.

Cindi Smith, community member, cameras at Swimming Pool and Dragon Park.

5. ADVICE/ INFORMATION ITEMS

5.a. Reports from Councilors on Committee & Board Assignments

Councilor Cunningham mentioned the Historic Landmark Committee (HLC) has not met yet but will be meeting twice this month. Affordable Housing Committee (MAHC) welcomed new members and elected Chair and Vice Chairs. Attended the MCM11 Committee and welcomed new members the staff are working on development of more local partnerships.

Councilor Chenoweth stated Economic Vitality Leadership Council (EVLC) elected Chair and Vice Chairs, covered successes and talked about Goal Setting.

Council President Peralta mentioned McMinnville Affordable Housing Committee (MAHC) has not met; the Mid-Willamette Valley Council of Governments (MWVCOG) will be hosting their annual dinner on March 5th in Salem and accepting Award nominations until January 31st. Reach out to him if need more information or have questions.

Councilor Geary had nothing to report on his new committee assignments yet.

Councilor Payne reported Public Safety Coordinating Council (LPSCC) met and discussed the County Deflection program. The Landscape Review Committee (LRC) met and approved a landscape plan.

Councilor Tucholsky stated Airport Commission met and elected a Chair and discussed the budget.

Mayor Morris reported Mayor's in Yamhill meeting on a monthly basis.
Commissioner Johnston is Liaisons.

5.b. Department Head Reports

City Manager Jeff Towery mentioned the new Finance Director will start on Monday, February 3rd.

City Attorney Ligtenberg reminded the Council and public about the Opioid Settlement in-person training scheduled for Monday, February 3rd. Will be available via Zoom for viewing only participation.

Library Director Berg talked about Library of Things.

Community Development Director Richards stated they spent the day in Salem at the Capitol meeting with Legislatures for Legislative priorities for next year.

Public Works Director Hunsaker had nothing to report.

Parks & Rec Director Muir stated Jason Hafner and Rob Porter longtime Aquatic Center employees are retiring April 4th.

6. CONSENT AGENDA

- a. Consider the Draft Minutes of the January 11, 2025, City Council Goal Setting Meeting.

Councilor Geary MOVED to approve the January 11, 2025 draft minutes; SECONDED by Councilor Chenoweth.

*AYE: Cunningham, Tucholsky, Chenoweth, Payne, Geary, Peralta
NAY: NONE*

*Motion **PASSED** unanimously.*

- b. Consider the Draft Minutes of the January 14, 2025, City Council Regular Meeting.

Councilor Geary MOVED to approve the January 14, 2025 draft minutes; as amended SECONDED by Councilor Chenoweth.

*AYE: Cunningham, Tucholsky, Chenoweth, Payne, Geary, Peralta
NAY: NONE*

*Motion **PASSED** unanimously as amended.*

7. ORDINANCE

- 7.a. Consider the first reading with a possible second reading of **Ordinance No. 5157**: An Ordinance Adopting the Relevant Portions of the June 2024 Parks, Recreation, and Open Space Plan, Otherwise Adopted by Resolution 2024-38, as a Supplemental Document to the McMinnville Comprehensive Plan.

Mayor Morris asked if any Councilor needed to declare any conflict of interest or recuse themselves. There was none.

No Councilor present requested that the Ordinance be read in full.

City Attorney David Ligtenberg read by title only Ordinance No. 5157.

Councilor Chenoweth MOVED to pass Ordinance No. 5157 to a second reading; SECONDED by Councilor Cunningham. Motion PASSED 5-0 by the following vote:

*Aye – Councilors Cunningham, Tucholsky, Chenoweth, Geary, Peralta
Nay – None*

City Attorney David Ligtenberg read by title only for a second time Ordinance No. 5157.

*Councilor Tucholsky MOVED to **adopt** Ordinance No. 5157, Adopting the Relevant Portions of the June 2024 Parks, Recreation, and Open Space Plan, Otherwise Adopted by Resolution 2024-38, as a Supplemental Document to the McMinnville Comprehensive Plan; SECONDED by Councilor Geary. Motion PASSED 5-0 by the following vote:*

*Aye – Councilors Cunningham, Tucholsky, Chenoweth, Geary, Peralta
Nay – None*

8. ADJOURNMENT: Mayor Morris adjourned the meeting at 8:48 p.m.

Claudia Cisneros, City Recorder

STAFF REPORT

DATE: February 11, 2025
TO: Jeff Towery, City Manager
FROM: Liz Fliszar, Park Maintenance Supervisor
VIA: Geoff Hunsaker, Public Works Director
SUBJECT: Contract award – 2025 11’ rotary mower

Report in Brief:

This action is the consideration of a resolution to award a contract in the amount of \$92,348.62 to Western Equipment for the purchase of a 2025 Toro Groundsmaster 4000-D using Sourcewell Contract #031121-TTC.

Background:

The FY25 Parks Maintenance Fund (19) budget includes \$90,000 for the purchase of a new 11’ rotary mower. The amount, in excess of the budgeted \$90,000 can be taken from the budgeted Park Maintenance Capital replacement funds.

Parks maintenance currently mows around 122 acres of manicured turf with a fleet of two 11’ rotary mowers. This accounts for 91% of our total manicured turf mowing program, therefore, keeping these machines operational and efficient is imperative. We currently mow around 57 acres in 7 parks across the city with a 2013 11’ rotary mower. The division uses a 2018 Toro Groundsmaster 4000-D to mow the other 65 acres of manicured turf, all located at Joe Dancer Park. Upon completion of this procurement, the 2013 mower will be transferred to our surplus inventory. The 2018 mower would then move to the 57 acre, city wide mowing route. The 2025 mower would assume the 65 acre, Joe Dancer turf mowing.

Discussion:

Due to our positive experience with Toro Groundsmaster 4000-D, we would like to replace our 2013 model with like-kind. Staff began checking nearby Toro vendors in Spring of 2023 for inventory. Supply chain short falls meant waiting lists were approximately 18 months. Staff placed the City of McMinnville on a waiting list, with the assumption of a Spring 2025 procurement. At this time, delivery has been confirmed for April 2025.

Procurement for this mower was done through Sourcewell, an Interstate Cooperative Purchasing Program. Sourcewell (formerly NJPA) advertised Request for Proposal #031121-TTC in the Oregon Daily Journal of Commerce soliciting sealed proposals for Mowers and Other Landscape and Grounds Equipment. One manufacturer (Toro, with closest local dealer being Turf Star Western Equipment) with mowers meeting the City’s specific capacity needs were awarded contracts through this solicitation. The competitive bid process used by Sourcewell meets Oregon Revised Statutes for procurement of

goods and services, and members are able to use this procurement option. The City of McMinnville is registered Sourcewell member #41616.

Turf Star Western Equipment provided a quote of \$92,348.62, using the state procurement contract. This quote was deemed as complete.

As required by ORS 279A, a "Notice of Intent" was published in the January 15, 2025 Daily Journal of Commerce (see attachment 2) and no comments were received.

Fiscal Impact:

FY25 Parks Maintenance Fund (19) budget includes \$90,000 for the purchase of a 11' rotary mower. Turf Star Western equipment has quoted the specified mower at \$92,348.62, using the state procurement contract. The amount, in excess of the budgeted \$90,000 can be taken from the budgeted Park Maintenance Capital replacement funds.

Attachments:

1. Resolution
2. Turf Star Western Equipment Quote
3. Sourcewell Contract #031121-TTC
4. DJC Notice of Intent-January 15, 2025

Recommendation:

Staff recommends that the City Council award the contract for the purchase of a 2025 Toro Groundsmaster 4000-D to Turf Star Western Equipment, with a total contract cost of \$92,348.62 through Sourcewell, an Interstate Cooperative Purchasing Program.



Invoice

Western Equipment
 PO Box 748728
 Los Angeles, CA, 90074-8728
 Phone: 800-585-8001
 Web: www.turfstar.com

Order No.: SXE-SO8083924-0
Order Date: 2/12/2024
Delivery Date: 2/1/2025
Customer ID: 03308
Currency: USD
Contact:

BILL TO:
 City of McMinnville
 230 NE Second Street
 McMinnville OR 97128
 United States of America

SHIP TO:
 City of McMinnville
 1900 Riverside
 McMinnville OR 97128
 United States of America

CUSTOMER P.O. NO.	TERMS	CONTACT
PO Pending	Net 30	Credit@turfstar.com
FOB POINT	SHIPPING TERMS	SHIP VIA
	Shipping	TSW Truck Delivery

NO.	ITEM	QTY.	UOM	PRICE	EXTENDED PRICE
1	30669: Universal Sunshade White	1.0000	EA	748.0200	748.02
2	03247: Operating Cooling Fan	1.0000	EA	319.0200	319.02
3	30609: Groundsmaster 4000-D T4Compliant Diesel 54HP	1.0000	EA	87,269.5200	87,269.52
4	108-1450: BLADE SERVICE PACK, 21.75 IN (107-0214)	1.0000	EA	211.6800	211.68
5	03248: Switch Panel, UniversalSunshade	1.0000	EA	250.3800	250.38
6	FSD1: Setup	1.0000	EA	1,775.0000	1,775.00
7	FSD2: Delivery	1.0000	EA	1,775.0000	1,775.00

Total Weight (LBS):	4331.44	Sales Total:	88,798.62
Total Volume (FT):	135	Freight & Misc.:	3,550.00
		Less Discount:	0.00
		Tax Total:	0.00
		Total (USD):	92,348.62

Return goods require approval, subject to 15% restock fee. Interest at the rate of 1.5% charged on past due accounts. Western Equipment is not subject to back-up withholding. Fed ID#27-3640447. Equipment being paid with a credit card will be subject to a 3.5% credit card fee.

Diesel Power=25 HP: when operated in CA, any off-road diesel vehicle may be subject to the CA Air Resources Board In-Use, Off-Road Diesel Vehicle Regulation. It therefore could be subject to retrofit or replacement equipment to reduce emissions of air pollutants. <https://www.arb.ca.gov/equipment/retrofit.html>



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

The Toro Company

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

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

Approved:

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

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

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

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell 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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<p>7</p>	<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 www.toro.com.</p>
<p>8</p>	<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>
<p>9</p>	<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 & 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	<p>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.</p> <p>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?</p> <p>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>	<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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16	Describe any relevant industry awards or recognition that your company has received in the past five years	<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>
17	What percentage of your sales are to the governmental sector in the past three years	<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>
18	What percentage of your sales are to the education sector in the past three years	<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, NM, RI, SD, VA, VM 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 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 *

<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: https://www.toro.com/en/customer-support/education-and-tech-reference/operator-training</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"> - Cutting Unit Technology: Cutting unit set-up and adjustments - Traction Units: Electronic and hydraulic systems diagnostics, troubleshooting, and testing - Tier4 Engine Systems: Overview of why and how they work - Spray Systems: Components, operation, and calibration - Toro Reel Cutting Units: How they really work - Open forum with engineering and other product experts - Diagnostics, InfoCenters, and more! <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"> - All-Electric Traction, Steering, Lift & Reel Control – No onboard hydraulic fluid eTriFlex Models: - Engine/Generator Model, with Battery Assist Technology and up to 20% fuel savings. Constant 2,400 rpm and shrouded engine for amazingly quiet operation - Lithium-Ion Battery Model, 48-Volt virtually silent operation - ★ Radius Dependent Speed (RDS) System for Optimal Perimeter Cut - Advanced Cutting Performance o Double A-Arm ★ plus Link-System Suspension for superior contour-following o ★ Industry-leading Flex™ technology and DPA cutting units for easy adjustment and precision o ★ Lift-In-Turn feature combined with RDS provides a consistent cleanup cut - Highly Productive and Versatile o ★ "Slow-in-Turn" feature minimizes turf scrubbing that can occur during turn arounds o ★ Tool-Free, Quick-Change cutting units o ★ Lift-Gate Footrest for easy access to the center cutting unit <p>Greensmaster Walk greens mowers (flex & fixed head)</p> <ul style="list-style-type: none"> - ★ Flex Suspension with proven Dual Precision Adjustment (DPA) Cutting Unit technology - Multiple, easy to configure clip rate settings - ★ Telescoping loop handle design with combined operational and safety bail - Operational bail allows slowing down or a complete stop in tight turns without disengaging traction - ★ Rubber-mounted handle to reduce oscillation motion from walking for cutting consistency - No greasing requirement and modular designs for labor-saving maintenance - Excellent balance for superior tracking and easy turnaround - ★ Tool-free cutting unit removal <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: https://www.thorocompany.com/sustainability/sustainability-endures</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"> • 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. • 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. • 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. • 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. • 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. • 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. • 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. • 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. • Toro has replaced its printed operator manuals with online guides, in order to improve comprehension and reduce paper usage. • Our Hammerhead business introduced "Cured-in-Place Pipes" whereby aging pipes are repaired with a revolutionary bluelight LED system. Repairing rather than replacing extends the life of existing pipe networks and reduces overall landfill waste. <p>Other sustainability-related awards include:</p> <ul style="list-style-type: none"> - Wyland National Mayor's Challenge for Water Conservation Co-Sponsor - Urban Park Innovation Award - 2019 Everyday Hero Award - ISO 14001:2004 compliant
<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?	<p>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.</p> <p>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.</p>

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?	<p>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.</p> <p>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:</p> <ul style="list-style-type: none"> - 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. - 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. - Product failures which result from operating the Product in an abusive, negligent, or reckless manner. - Parts subject to consumption through use unless found to be defective. 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. - 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. - 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. - Normal noise, vibration, wear and tear, and deterioration. - 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.
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.	<p>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.</p> <p>Toro has also developed a Web-based Asset Maintenance Management system called myTurfPro offering both free and subscription-based services.</p>

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 www.toro.com/finance.</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 www.toro.com/locator.</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 https://www.bankofcanada.ca/rates/exchange/monthly-exchange-rates/</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"> • Toro Commercial products: 22% off current US MSRP • Bullseye Products: 5% off current US MSRP • Toro Landscape Contractor Equipment (LCE): 27% off current US MSRP • Toro Landscape Contractor SNOW Equipment (LCE SNOW): 20% off current MSRP • Toro Golf Irrigation: 40% off current US MSRP • Toro Residential Commercial Irrigation: 40% off current US MSRP • Irritrol Irrigation Wholefoods, Attachments and Accessories: 40% off current US MSRP • Rainmaster Irrigation Wholegoods (RA): 35% off current US MSRP • Rainmaster Irrigation Parts (RB): 0% off current US MSRP • Sentinel Irrigation Wholegoods: 35% off current US MSRP • Large Commercial Rotors: 15% off current US MSRP • Site Works Systems (SWS) Equipment: 17% off current US MSRP • Ventrac Products: 12% off current US MSRP • Toro BOSS Snow Removal Products: 25% off current US MSRP • Used and Demonstrator equipment: pricing will be set by the distributor/dealer based on product condition, age, hours, etc. • Third-party attachments: distributors/dealers will set the price but will not exceed the list price and may include setup and freight charges.
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 https://www.bankofcanada.ca/rates/exchange/monthly-exchange-rates/</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"> • 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. • 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. • 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. • USED EQUIPMENT Each of our distributors provides access to quality used and demonstrator (demo) equipment. (Quantities and products are based on availability.)
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"> a) Walk-Behind Rotary Mowers b) Zero-Radius Rotary Mowers c) Wide-Area Rotary Mowers d) Walk-Behind Reel Mowers e) Commercial and Wide-Area Reel Mowers f) Walk-Behind and Ride-On Greens Mowers g) Utility Vehicles h) Utility Tractors i) Turf Cultivation Equipment j) Turf Application Equipment k) Debris Management Equipment l) Infield Groomers m) Compact Utility Loaders n) Residential / Commercial Irrigation o) Sentinel Irrigation Products p) Irritrol Irrigation Products q) Large Commercial Rotors r) Rainmaster Irrigation Wholegoods s) Rainmaster Irrigation Parts/Accessories t) Golf Irrigation u) Snow & Ice Removal Equipment v) Synthetic Turf Maintenance Equipment

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 & 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 Sourcwell 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 Sourcwell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcwell 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 Sourcwell 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

The Toro Company

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

DocuSigned by:
 By: Brad Hamilton
 Brad Hamilton

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

Title: Group Vice President

Approved:

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

DocuSigned by:
 By: Chad Coanette
 Chad Coanette, Executive Director/CEO

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



The Toro Company

8111 Lyndale Avenue South, Bloomington, Minnesota 55420-1196
www.thetorocompany.com

May 12, 2022

Sourcewell
Contract# 031121-TTC-TTC
Andy Campbell, Supplier Development Supervisor
202 12th Street NE
Staples, MN 56479

Dear Mr. Campbell,

Due to unprecedented increases in commodity costs and extreme volatility in component availability and pricing related to all aspects of manufacturing logistics, we find it necessary to modify and provide clarity to our responses related to the following questions:

Table 10: Payment Terms and Financing Options

Line Item 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.

Change response to:

Sourcewell participating entities will work directly with Toro's authorized local distributors/dealers to identify product options, availability, and receive initial pricing quotation.

Toro will communicate to its distributors/dealers that the following statement is to be provided on all quotations: "Pricing may be subject to change between the original order date and the delivery date." In addition, Toro suggests the same language to be included in the Sourcewell participating entity's PO or order agreement.

Prior to delivery, the distributor/dealer may reach out to the participating entity with updated pricing. The updated pricing will not exceed the category discounts off of current MSRP reflected at the time of delivery. At this time, the participating entity may accept the updated pricing and continue with the order or cancel the order without penalty.

Sourcewell participating entities may contact Toro (or Sourcewell) at any time to verify a specific distributor/dealer and/or confirm pricing provided by the local distributor/dealer. Entities may also confirm authorized distributors/dealers online at www.toro.com/locator.

After the order is complete, the local Toro distributor/dealer will deliver the product(s) to the participating entity and provide an invoice requesting payment. All quoting, billing, setup, delivery and ongoing maintenance of the equipment will be handled by the local distributors/dealers.

Toro distributors/dealers supporting the Sourcewell contract will receive rebates from Toro for equipment sold under the Sourcewell contract. 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 Sourcewell participating entities.

Table 11: Pricing and Delivery

Line Item 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.

Change response to:

Product-category discounts off of current MSRP as reflected at the time of delivery will apply as described in items 54-60.

Toro will communicate to its dealers and distributors that the following statement is provided on all quotations "Pricing may be subject to change between original order date and delivery". In addition, Toro suggests the same language to be included in the Sourcewell participating entity's PO or order agreement. The updated pricing will not exceed the category discounts off of the current MSRP as reflected at the time of delivery.

In Canada, the pricing model is our US MSRP multiplied by the exchange rate at the time of delivery (exchange rate based on the monthly average published rate at the time of delivery, 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/>

Line Item 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.

No changes to previously amended response

Line Item 55

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

No changes to previously amended response

Line Item 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.

No changes to previously amended response

Line Item 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 predelivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.

Change response to:

Toro's authorized distributors/dealers may include setup fees – not to exceed 5% of the total product cost, plus up to an additional 5% for cab-unit setups. Setup fees must be identified as a separate line-item on the quotation.

In addition, due to unprecedented market conditions it may be necessary for Toro, or our local distributors/dealers to implement temporary surcharges to offset the volatility of material and/or transportation costs. Surcharge requests will be sent through a Price and Product Change Request Form to the assigned Sourcewell Contract Administrator for approval.

Line Item 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.

Change response to:

For the contiguous United States, delivery fees may be included at the distributor/dealer discretion – not to exceed 5% of the total product cost.

Line Item 59

Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.

Change response to:

For Alaska, Hawaii, US Islands, and Canada, freight and delivery fees may be included at distributor/dealer discretion – delivery fees not to exceed 5% 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.

Line Item 60

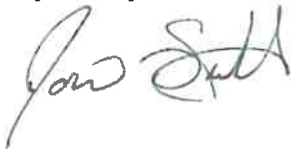
Describe any unique distribution and/or delivery methods or options offered in your proposal.

No changes to original response

For any material changes requiring signature, please direct them to:

Brad Hamilton
Group President
Brad.Hamilton@toro.com
952-887-8815

Thank you for your assistance.



Jon Stodola, CSE
Regional Business Manager – Government Contracts
Jon.Stodola@Toro.com
612.597.3224



A Division of BridgeTower Media
 P.O Box 745929
 Atlanta, GA 30374-5929

Invoice # 745754619
 Invoice Date 01/17/2025
 Customer City of McMinnville, ID:
 Payment Terms Net 30
 Due Date 02/16/2025

BILLING ADDRESS

Accounts Payable
 230 NE 2Nd St
 McMinnville OR 971284831

ADVERTISER

City of McMinnville, ID: 26795
 230 NE 2Nd St
 McMinnville OR 971284831

INVOICE REF	MEDIA	DATE	PO	EDITION	QTY	AD SIZE
1007483098	Daily Journal of Commerce OR - Public	01/15/25		Legal - Bids	1	Legal - Bids
Subtotal						\$145.20
Tax						\$0.00
Credits						\$0.00
BALANCE DUE						\$145.20

Thank you for your business!
 IOID: 4019222
 Index: Bids - Other
 Category: Goods and Services
 Affidavit Reference: 2025 TORO GROUNDMASTER 4000-D T4 COMPLIANT
 DIESEL 54HP

REMITTANCE STUB TO BridgeTower Media

Invoice #	745754619 Daily Journal of Commerce OR - Public Notice	Date	02/16/2025	Customer ID	ID: 26795, City of McMinnville
Amount Enclosed:					

Acceptable Payment Methods

<p>PREFERRED METHOD To Pay by ACH Transfer: Bank: Bank of America Send ACH remittance email to ar@bridgetowermedia.com Account Number: 237025443017 Routing: 053000196</p>	<p>OTHER METHODS To Pay by Check use the following address: Please include invoice number on check BridgeTower OpCo, LLC P.O Box 745929 Atlanta, GA 30374-5929</p>	<p>To Pay by Credit Card: Use the Click to Pay Online link located on the email you received or Contact Accounts Receivable: 866-802-8214 Please have your Invoice Number and Credit Card Number Ready</p>	<p>To Pay by Wire Transfer: Name: BridgeTower OpCo, LLC Bank: Bank of America Swift Code: BOFAUS3N Bank Address: 100 North Tryon Street Charlotte, NC 28255 Account Number: 237025443017 Routing: 026009593</p>
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EXHIBIT A

**CITY OF MCMINNVILLE
2025 TORO GROUNDSMASTER
4000-D T4 COMPLIANT DIESEL
54HP**

**PUBLIC NOTICE OF
COOPERATIVE PROCUREMENT
NOTICE OF INTENT**

Notice is hereby given that the City of McMinnville intends to enter into a contract with Turfstar, Inc to purchase a 2025 Toro Groundsmaster 4000-D T4 Compliant Diesel 54HP with a universal sunshade and blade service pack through an interstate cooperative procurement established by Sourcewell in accordance with ORS 279A.220. The aggregate purchase is \$92,348.62.

Sourcewell meets Oregon Revised Statutes for procurement of good and services and RFP #031121-TTC was advertised in the Oregon Daily Journal of Commerce. Sourcewell members are able to use this procurement option and the City of McMinnville is registered Sourcewell member #41616.

The purpose of this notice is to provide information to the public and to invite interested persons an opportunity to submit written comments. Any person may submit comments specific to this notice within seven days of this public notice. Written comments shall provide a detailed statement of the legal and factual grounds to support such comments. The comments shall demonstrate how the procurement process is contrary to law, and the relief requested. Comments received shall be handled pursuant to OAR 137-046-0470; ORS 279A.225 and ORS 279B.400 through 279B.425.

Written comments must be delivered to David Renshaw, Public Works Superintendent, 1900 NE Riverside Drive, McMinnville, OR 97128, no later than 1:00 p.m.; Monday, January 22, 2025. Comments received after the closing date and time will not be considered.

This notice is given in accordance with provisions of the Oregon Revised Statutes, 279A.220, and Oregon Administrative Rules, 137-046-0400 to 137-046-0470.

DATED THIS 15th DAY OF JANUARY 2025

DAVID RENSHAW
PUBLIC WORKS SUPERINTENDENT
CITY OF MCMINNVILLE
Published Jan. 15, 2025. 4019222

RESOLUTION NO. 2025-06

A Resolution authorizing the City Manager to enter into an agreement with Turf Star Western Equipment for the purchase of a 2025 Toro Groundsmaster 4000-D 11' rotary mower.

RECITALS:

Whereas, Parks Maintenance currently mows 122 acres of manicured turf with a fleet of 2 11' rotary mowers, one of which is a 2013 model and will require significant maintenance to continue to operate efficiently; and

Whereas, Public Works utilized Sourcewell, an interstate cooperative purchasing agreement. Sourcewell (formerly NJPA) advertised Request for Proposal #031121-TTC in the Oregon Daily Journal of Commerce soliciting sealed proposals for Mowers and Other Landscape and Grounds Equipment which meets Oregon Revised Statutes for procurement of goods and services; and

Whereas, Turf Star Western Equipment is the nearest preferred vendor of Toro Mowers meeting the City's specific capacity needs that was awarded contract through the Sourcewell solicitation; and

Whereas, Turf Star Western Equipment provided a quote of \$92,348.62, using the state procurement contract. This quote was deemed as complete; and

Whereas, Funding for this mower is included in the adopted FY25 Parks Maintenance Fund (19). The amount specified in the budget is \$90,000. The quote from Turf Star Western Equipment is over the budgeted amount by \$2,348.62 which can be paid for from the budgeted Park Maintenance Capital replacement funds.

NOW, THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF MCMINNVILLE, OREGON, as follows:

1. That the City Manager is authorized to execute a purchase agreement Turf Star Western Equipment for the purchase of a 2025 Toro Groundsmaster 4000-D rotary mower in the amount of \$92,348.62.
2. That this resolution shall take effect immediately upon passage and shall continue in full force and effect until modified, revoked, or replaced.

Adopted by the Common Council of the City of McMinnville at a regular meeting held the 11th day of February 2025 by the following votes:

Ayes: _____

Nays: _____

Approved this 11th day of February 2025.

MAYOR

Approved as to form:

Attest:

City Attorney

City Recorder



City of McMinnville
Community Development
231 NE Fifth Street
McMinnville, OR 97128
(503) 434-7311
www.mcminnvilleoregon.gov

STAFF REPORT

DATE: February 11, 2025
TO: Mayor and City Councilors
FROM: Heather Richards, Community Development Director
SUBJECT: Resolution No. 2025-05: Board, Committee, and Commission Appointments

STRATEGIC PRIORITY & GOAL:



ENGAGEMENT & INCLUSION

Create a culture of acceptance & mutual respect that acknowledges differences & strives for equity.

OBJECTIVE/S: Grow City's employees and Boards and Commissions to reflect our community

Report in Brief:

This is the consideration of Resolution No. 2025-05, appointing volunteers to the Affordable Housing Committee and the McMinnville Economic Vitality Leadership Council.

Background:

The City of McMinnville has many boards, committees and commissions that support the City's work on a volunteer basis. The City Council makes annual appointments to these boards, committees, and commissions each year to fill those positions that are being vacated by people whose terms have expired or have resigned from their position.

The City solicits applications by advertising the vacancies in the News Register, social media, and other communication opportunities. The applications are then reviewed, and interviews conducted by the Mayor and/or City Councilors, Committee Chair or Member, and city staff. All applicants are interviewed. The interview panel then makes a recommendation to the City Council for appointments.

Discussion:

The McMinnville Affordable Housing Committee and the McMinnville Economic Vitality Leadership Council have a slightly different membership make-up than other standing city council appointed committees and commissions.

Affordable Housing Committee: Per Section 2.31.030(C) of the McMinnville Municipal Code (MMC), the membership of the Affordable Housing Committee

Qualifications. The McMinnville affordable housing committee shall be comprised of the following members:

1. *City Council Representatives.* Two representatives of the city council, as voting members.

2. *Direct Appointments.* In addition to the two city council members, the city council shall directly appoint nine additional voting members, which may include any combination of knowledge and experience beneficial to the work of the committee. The combined composition of the committee should, at any given time, include representation providing diversity of perspectives and diversity of vocational, cultural, and life experiences. Members need not be engaged in a vocation related to housing, but have a passion to work to address affordable housing and homelessness. It is preferred that there is not an undue concentration of members representing the same specific vocation. It is desirable that the composition include some individuals directly engaged in a vocation related to the development and provision of housing and related services across the full spectrum of housing needs affordable to the community, including owner- and renter-occupied housing, market rate housing, subsidized housing, transitional housing, and shelter.

Examples of different housing-related vocational perspectives may include: private sector housing development and/or management addressing market rate solutions to affordable housing (ownership and rental); nonprofit provision of subsidized housing and services; business representation with perspective of workforce housing needs; advocate for overcoming homelessness and engaged in solutions for temporary and transitional housing and services for people experiencing homelessness; banking and finance representation, with knowledge and experience in conventional and creative financing of affordable housing, transitional housing, and shelter; youth representation with a perspective of the housing needs of youth in the community, including youth who may be entering the workforce who wish to remain in the community or relocate to the community.

3. *Ex-Officio Members.* In addition to the voting members, the committee shall include permanent standing nonvoting ex-officio membership positions for representatives of organizations or departments involved in affordable housing and related issues, such as Housing Authority of Yamhill County (HAYC), Yamhill Community Action Partnership (YCAP), Habitat for Humanity, and Yamhill County Health and Human Services. The director may also specify an alternate to attend on behalf of the director or director's designee in the event of absence of the director or director's designee.

Most vacant positions were filled in December by appointment of the City Council, except for the City Council positions and one remaining community position on the Affordable Housing Committee.

The Mayor recommended the two City Council appointments that are voting members of the committee, and the Mayor, committee representatives, and city staff interviewed four community candidates for the remaining vacant position. Their recommendation is as follows:

AFFORDABLE HOUSING COMMITTEE

Jennifer Nice

Expires December 31, 2027

Scott Cunningham (City Council)

Sal Peralta (City Council)

Emily Johnson, Ex-Officio Member, Yamhill Community Care (YCCO)

McMinnville Economic Vitality Leadership Council: Per Section 2.30.030(C) of the McMinnville Municipal Code (MMC), the membership of the McMinnville Economic Vitality Leadership Council is comprised of:

A. *Number of Members.* The MAC town 2032 economic vitality leadership council shall be comprised of 15 members.

B. *Representation.* Membership shall be comprised of two members each from the city of McMinnville, McMinnville chamber of commerce, McMinnville economic development partnership, Visit McMinnville, and McMinnville downtown association, one member from McMinnville water and light, one member from the McMinnville school district, and three members at large representing the McMinnville business community. Each member should be part of the overall team of the representative stakeholder.

C. *Appointments.* Appointments will be made by each respective agency for those members representing that agency with guidance from the the MAC town 2032 economic vitality leadership council. The three members at large will be appointed by the McMinnville city council with the recommendation of the MAC town 2032 economic vitality leadership council.

D. *Terms.* All terms are for three years commencing with January of each year. All members may serve two consecutive three-year terms. Members who have served two full terms may be reappointed to the MAC town 2032 economic vitality leadership council after a three-year hiatus from the council. For the initial appointments, five members will be appointed to a one-year term, five members to a two-year term, and five members to a three-year term. The initial one- and two-year terms will not count towards the term limits.

The City Council appoints the two City representatives (one City Councilor and one member of the McMinnville Urban Renewal Advisory Committee (MURAC), and then the three at-large representatives based on a recommendation from the McMinnville Economic Vitality Leadership Council.

The Mayor is recommending the appointment of Chris Chenoweth to represent the City Council. MURAC voted to recommend the chairperson of MURAC, Peter Kircher, at their January meeting. And the MEVLC voted to recommend Paul Davis from Chemeketa Community College as one of the at-large representatives at their November, 2024 meeting.

McMinnville Economic Vitality Leadership Council

(3-year term)

Chris Chenoweth (City Council)

Peter Kircher (City – MURAC)

Expires December 31, 2027

Paul Davis (Chemeketa Community College) Expires December 31, 2027

Below is the current roster of the McMinnville Economic Vitality Leadership Council:

- Chris Chenoweth, City of McMinnville (pending approval of Resolution No. 2025-05)
- Peter Kircher, City of McMinnville (pending approval of Resolution No. 2025-05)
- Dani Chisolm, McMinnville Downtown Association
- Meg Ordaz, McMinnville Downtown Association
- Diana Riggs, Visit McMinnville
- Vacant, Visit McMinnville
- John Dietz, McMinnville Economic Development Partnership
- Lori Robinson, McMinnville Economic Development Partnership
- Mike Morris, McMinnville Chamber of Commerce
- Steve Patterson, McMinnville Chamber of Commerce
- Trena McManus, McMinnville Water and Light
- Vacant, McMinnville School District
- Carson Benner, At-Large Representative
- Paul Davis, At-Large Representative (pending approval of Resolution No. 2025-05)
- Vacant, At-Large Representative

The MEVLC is staffed by the lead staff at the McMinnville Downtown Association, McMinnville Chamber of Commerce, McMinnville Economic Development Department, Visit McMinnville and the City of McMinnville’s Community Development Director.

Attachments:

- Resolution No. 2025-05

Fiscal Impact:

There is no anticipated fiscal impact to the City of McMinnville with this decision.

Recommendation/Suggested Motion:

“I MOVE TO APPROVE RESOLUTION NO. 2025 – 05.”

RESOLUTION NO. 2025 - 05

A Resolution appointing and re-appointing members to the City's various Boards, Committees, and Commissions.

RECITALS:

Whereas, the City of McMinnville has several Boards, Committees, Commissions, and Task Forces made up of volunteers; and

Whereas, the City Council is responsible for making certain appointments and re-appointments per the McMinnville Municipal Code, Sections 2.30.030 and 2.31.030.

NOW, THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF McMINNVILLE, OREGON as follows:

1. The City Council appoints the following volunteers to the various Boards, Committees, and Commissions as detailed below.

<u>AFFORDABLE HOUSING COMMITTEE</u> (3-year term)	
Jennifer Nice	Expires December 31, 2027
Scott Cunningham (City Council)	
Sal Peralta (City Council)	
Emily Johnson, Ex-Officio Member, Yamhill Community Care (YCCC)	
<u>McMinnville Economic Vitality Leadership Council</u> (3-year term)	
Paul Davis, At-Large Representative	Expires December 31, 2027
Peter Kircher, City of McMinnville (MURAC)	Expires December 31, 2027
Chris Chenoweth, City of McMinnville (City Council)	

2. This Resolution and these appointments will take effect immediately.

Adopted by the Common Council of the City of McMinnville at a regular meeting held the 11th day of February 2025 by the following votes:

Ayes: _____

Nays: _____

Approved this 11th day of February 2025.

MAYOR

Approved as to form:

Attest:

City Attorney

City Recorder