

**HENDERSON COUNTY
BOARD OF COMMISSIONERS**

MEETING DATE: August 3, 2026

SUBJECT: Sole Source of ABI Ballfield Drag

PRESENTER: Bruce Gilliam, Director of Parks & Recreation

ATTACHMENTS: Vendor Proposal
Sole Source Letter from Vendor
N.C.G.S. 143-129 (e)(6)

SUMMARY OF REQUEST:

The Board is requested to approve the attached proposal and authorize staff to proceed with the procurement of (1) ABI Force Z23slt with options via the sole source exceptions as allowed under N.C.G.S 143-129 (e)(6). As a sole source contract with County government, approval of this agreement by the Board of Commissioners is required.

The sole proposal was received from ABI Attachments, Inc, who is the sole source provider for this product, for a total pre-tax price of \$39,374.51.

The funding for this purchase was approved in the FY2027 budget for capital equipment, in the amount of \$38,349. The budget overage of this purchase was remedied from savings from other approved capital purchases.

BOARD ACTION REQUESTED:

The Board is requested to accept the sole proposal from ABI Attachments, Inc and authorize Henderson County staff to proceed with the purchase of (1) ABI Force Z23slt with options in the pre-tax amount of \$39,374.51 using the sole source exceptions as allowed under N.C.G.S 143-129 (e)(6).

Suggested Motion:

I move the Henderson County Board of Commissioners accept the sole proposal from ABI Attachments, Inc and authorize Henderson County staff to proceed with the purchase of (1) ABI Force z23SLT with options in the pre-tax amount of \$39,374.51 using the sole source exception as allowed under N.C.G.S 143-129 (e)(6).



ABI Attachments, Inc.
520 S Byrkit St.
Mishawaka IN 46544
United States
877-788-7253
ABIattachments.com

#: QO478653
ID: 536499 Henderson County Parks
and Recreation
Date: 7/9/2026

QUOTE

Bill To	Ship To	Terms	Order Details
Henderson County Parks and Recreation Jason Kilgore 828-817-3226 705 S Grove Street Hendersonville NC 28792 United States	Henderson County Parks and Recreation Jason Kilgore 828-817-3226 801 4th Ave East Hendersonville NC 28792 United States	Net 30	Status: Open Expires: End Of Month Rep: Pat Dowling Rep 2: Taylor Coquillard
Notes:	Carrier: Estes Express Accessorials: Business / Commercial Delivery w/Call Ahead Notify, Over Dimension,		Order Total: \$42,032.28 Amount Due: \$42,032.28

Items	Price	Qty	Amount
10-99144 ABI Force Z-23 "SLT" Machine w/Laser Ready & Tweels Force By ABI model Z-23 "SLT" "Laser Ready" is among a new class of patented zero-turn work vehicles. This industry-first commercial-grade zero-turn vehicle, when optionally equipped, is built for world-class ballfield maintenance and renovation, turf care and installation, and precision laser grading work. The drivetrain features a powerful and fuel-efficient commercial-grade 25 hp (747cc) Kohler Command PRO EFI engine (eliminates carburetor), 2-stage cyclonic canister air filter (protects engine), and a commercial hydrostatic drive system that directly couples the drive pumps to the engine (eliminates belts). This machine additionally enables fingertip hydraulic command of the patented spring mid-mount pitch-&-lift system and rear-mount swivel-lift system. Both mid and rear systems are ready to be configured with a range of optional ABI designed attachments to meet specific requirements (multifunction rake included). The advanced hydraulics system additionally enables complete automated control of mid-mount attachments for zero-turn laser grading and grooming. Just add optional laser electronics and mounts! Ensure consistent world-class results with the z23slt speed-lock and depth-lock features. The z23slt is built upon a rugged tubular steel frame with removable, easy access service panels, large 24" Tweel rear tires, and 13" front air-filled casters. Commercial 36-Month Limited Chassis Warranty and 36-Month Unlimited Hour Engine Warranty (Customer assembly & uncrating may be required - Required attachments sold separately - EPA Compliant) Laser System Note: Electronic machine control, laser receiver, mounts, laser transmitter, and tripod sold separately. (Laser system additionally requires optional items: 10-90403, 10-10424, & 10-10422 plus ground-engaging attachments.)	\$34,499.00	1	\$34,499.00
10-90166 VibraFlex 5' Infield Drag (Model 5800) ABI's Vibraflex Infield Drag, model 5800, is an innovative attachment that prepares competition and professional-level baseball and softball infields with four rows of evenly staggered U-pins that shatter surface tension to prepare any engineered soil and surface conditioner. Unlike conventional nail boards, VibraFlex pins are easy to replace, and ABI's technology positively controls ground-engagement depth regardless of material moisture or compaction. Change out pins based upon application and desired results. 60" wide 1/2" spacing Includes Qty 58 " and Qty 58 1/4" pins 1/4" pins are preinstalled. MODEL 5800	\$899.00	1	\$899.00
10-99140 7' Pro Finisher (For z23s) The Pro Finisher Drag provides a beautiful seamless finish on "Pro" infield conditioners. This steel lattice evenly floats over the infield surface material to level and redistribute conditioner. Flared sides seamlessly feather edges, leaving no trails even on sharp turns. This finish is as good as it gets in the sports turf market. Mounts to the ABI Force z23s hydraulic articulating system. It also includes an adjustment linkage to set desired results. (Customer Assembly Required)	\$1,999.00	1	\$1,999.00
10-99141 7' Fine Finish Broom (For z23s) (One each 10-90335 & 10-90374) The Fine Finish Broom creates the perfect finish in both high and low moisture conditions on well-maintained baseball and softball infield surfaces. This broom is 7' wide and offers three rows of replaceable bristles. This broom is custom designed to mount to the ABI Force z23s articulating hydraulic system. It also includes an adjustment linkage to set desired results. (Customer Assembly Required)	\$799.00	1	\$799.00
10-80114 Crate: Force Z-23 Fully enclosed wooden crate for the Force Z-23 chassis	\$0.00	1	\$0.00

Totals		Amount Due
Items Subtotal	\$38,196.00	\$38,196.00
Shipping Costs	\$1,178.51	\$1,178.51
Tax Total	\$2,657.77	\$2,657.77
Order Totals	\$42,032.28	\$42,032.28



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QUOTE

Standard Limited Return Policy:

ABI will consider a refund on return requests initiated within thirty (30) days of delivery to the customer of UNUSED equipment. This is not a no-questions-asked return policy. Return requests that do not comply with this limited return policy will be denied. Items may only be returned for a refund with ABI's express written consent. ABI encourages customers to exercise caution when placing an order, as once an item ships, the customer will be responsible for all round-trip shipping and handling charges incurred by ABI Attachments, Inc.. Shipping and handling charges are non-refundable. When the customer receives the product(s), they must retain the shipping pallet and packing materials, as these will be required to return the product. Refunds are limited to the product's purchase price and sales taxes paid, less any fees or expenses owed to ABI as set forth herein. An additional restocking and refurbishment fee of 25% may be applied if the product's retail value has been reduced due to any form of use. These aforementioned expenses, which the customer owes, will be deducted from the refund amount, including the original outbound carrier freight cost, the return inbound freight cost, and any restocking or refurbishment fees incurred. If the customer has utilized financing or has not paid ABI Attachments, Inc. monies sufficient to cover the expenses outlined above, the customer will be required to pay these expenses in full before a return authorization will be issued. Return requests for product(s) with customer-caused damage will be denied. The customer must email photographic evidence as requested by ABI, sufficient to determine the product's condition, and immediately discontinue use of the product(s). The customer must also take pictures of the product(s) after preparation for return shipment to document product condition and packaging before the carrier takes possession. ABI Attachments, Inc. will not assume responsibility for returns that are improperly packaged. The customer will not be responsible for damage caused by the carrier during the return if the product(s) are adequately packaged. The customer must assist in loading the truck in the same manner as it was received. Eligible refunds will not be issued until all products are returned to ABI's possession and inspected. ABI retains the exclusive and sole right to determine whether an item is eligible for return, exchange, refund, or cancellation once it has been shipped. Exchanges are only authorized for warranty replacement or replacement due to outbound freight damage. The customer shall not be responsible for damage caused by the shipping company during delivery of the product(s), provided such damage is noted on the delivery receipt at the time of delivery or the shipment is marked as "Damaged" and refused. Applicable limited warranties cover defects in material and workmanship for their respective periods. The return authorization request evaluation period ends thirty (30) days after the customer has initiated a return request, if the return authorization is approved it must be completed and all the goods returned to ABI Attachments' possession at the originating address within a forty-five (45) day period of the return authorization creation date; if either of these two periods expire due to customer delay or refusal, the return authorization will be permanently denied. To initiate a return request, call the ABI Attachments Customer Service department at 877-788-7253 (8:00 a.m. – 5:00 p.m. EST, Monday through Friday).

General Terms and Conditions:

Thank you for your purchase. This order is sold by ABI Attachments, Inc. and is subject to management approval. The buyer understands and agrees to be responsible for assisting in offloading the equipment on this order from the freight carrier's truck upon delivery. The buyer agrees to pay additional charges arising from changes to the shipping address, services needed to assist in offloading, carrier storage fees, and/or charges resulting from the refusal to accept delivery of this order. Basic assembly and uncrating may be required. Buyer understands and agrees that all products sold by ABI Attachments, Inc. are considered agricultural or construction-grade equipment, as such equipment may arrive with minor cosmetic blemishes that do not diminish the value or functionality of the product. This is normal and should be expected. Buyer and all equipment operators on this order must read and always follow the operating manual instructions for the product listed on this order. Failure to do so could result in the operator's responsibility for injury, damage, or other issues that void return policies and/or the product warranty. If this order contains a product that stores, carries, or sprays water, please understand that if water freezes in these products, damage not covered by warranty will occur; always follow freezing temperature and winterization instructions. All payments must be received in US dollars. Payment in full before shipment is required unless otherwise approved for financing through one of our partners or approved for corporate/government net terms with ABI. If state and local sales or use taxes are not included in your quote or sales order, you may still be responsible for paying taxes on this purchase. Please consult your tax advisor or the Department of Revenue for tax liabilities. Sales taxes will be charged to every customer where an order is delivered to a location where state authorities require ABI Attachments Inc. to collect and remit sales taxes (tax nexus). Tax exemption requires proper State authority documentation. Regardless of tax exemption status, if a customer fails to supply proper tax exemption documentation, ABI will charge sales tax and remit it to state authorities. If the customer does not pay the balance due on a Net terms order, including sales tax, this balance will be considered past due and could be sent to collections if unpaid after a reasonable time. If ABI collects sales tax from a tax-exempt customer, the customer may request a refund of those sales taxes from their state. ABI will not supply a sales tax refund directly as it has already been remitted to the State. Product(s) sold with the condition of stated limited warranties, standard return policy, and (when applicable) conditional money-back guarantee. Return Policy: abiattachments.com/policy/return/ Past Due Fee: 1.5% monthly charges (18% annum) on past due accounts. \$35 handling charge on returned checks. Buyer agrees to pay all costs and attorney fees whether suit is brought or not. By you placing this order, whether ABI does or does not deliver this order as expected, ABI shall not be liable in any event for incidental or consequential or other special damages under any theory of strict liability or negligence or expenses of any kind, including, but not limited to, personal injury, damage to property, cost of equipment rentals, loss of profit, loss of time, loss of wages, or cost of hiring services to perform tasks normally performed by this product. If sold in Alabama: Seller has collected the simplified seller's use tax on taxable transactions delivered into Alabama, and the tax will be remitted to the Alabama Department of Revenue on the customer's behalf. The seller's program account number is SSU-R010220629.

*Monthly Payments Financing Offer:

Installment Promo Name: 0% for 12 Months [1.23% APR*] *Example: On financed amount of \$7,500, your down payment is \$0 with 12 monthly payments of \$629.17 each. Interest Rate is 0% [APR is 1.23%]. **Note:** The above financing programs are offered by Sheffield Financial, a division of Truist Bank. Member FDIC. Subject to credit approval. Approval, and any rates and terms provided, are based on credit worthiness. Other financing offers are available. See your local dealer for details. Rate advertised is based on minimum bureau risk score of 660. Minimum amount financed \$500; Maximum amount financed \$75,000. Other qualifications and restrictions may apply. Offer effective on eligible and qualified units purchased from a participating dealer. See dealer for product eligibility and qualifications. The advertised promotion includes an Origination Fee which has been added to the Amount Financed in the amount of \$50.00. Offer subject to change without notice. Not all financing plans may be combined with other offers. Offer only valid on the purchase of new equipment. Must have serialized product over \$500. Payments are estimates. Restrictions Apply. Cannot be combined with any other offer.

Installment Promo Name: Mow NOW Pay LATER – No Payment for 150 Days; thereafter, 0% for 24 Months [1.45% APR*] *Example: On financed amount of \$7,500, your down payment is \$0, no payment for 150 days followed by 24 monthly payments of \$318.75 each. Interest rate is 0% [APR is 1.45%]. **Installment Promo Name: 0% for 24 Months** [1.91% APR*] *Example: On financed amount of \$7,500, your down payment is \$0 with 24 monthly payments of \$318.75 each. Interest Rate is 0% [APR is 1.91%]. **Installment Promo Name: 1.99% for 36 Months** [3.29% APR*] *Example: On financed amount of \$7,500, your down payment is \$0 with 36 monthly payments of \$219.08 each. Interest Rate is 1.99% [APR is 3.29%]. **Installment Promo Name: 3.99% for 48 Months** [4.99% APR*] *Example: On financed amount of \$7,500, your down payment is \$0 with 48 monthly payments of \$172.69 each. Interest Rate is 3.99% [APR is 4.99%]. **Installment Promo Name: 5.99% for 72 Months** [6.68% APR*] *Example: On financed amount of \$15,000, your down payment is \$0 with 72 monthly payments of \$126.73 each. Interest Rate is 5.99% [APR is 6.68%]. **Note:** The above financing programs are offered by Sheffield Financial, a division of Truist Bank. Member FDIC. Subject to credit approval. Approval, and any rates and terms provided, are based on credit worthiness. Other financing offers are available. See your local dealer for details. Rate advertised is based on minimum bureau risk score of 660. Minimum amount financed \$1,500 (\$15,000 for 5.99% for 72 Months); Maximum amount financed \$75,000. Other qualifications and restrictions may apply. Offer effective on eligible and qualified units purchased from a participating dealer. See dealer for product eligibility and qualifications. The advertised promotion includes an Origination Fee which has been added to the Amount Financed in the amount of \$150.00. Offer subject to change without notice. Not all financing plans may be combined with other offers. Offer only valid on the purchase of new equipment. Must have serialized product over \$1,500 (\$15,000 for 5.99% for 72 Months). Payments are estimates. Restrictions Apply. Cannot be combined with any other offer.



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520 S Byrkit Ave
Mishawaka, IN 46544

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www.ABIattachments.com

SOLE SOURCE LETTER

1/1/2026

To Whom It May Concern,

This letter is to confirm that the ABI Force, zero turn vehicle, models z23sl or z23slt, referenced in the included quotation, is a sole-source product offered exclusively by ABI Attachments, Inc in your region. No other company offers a similar or competing product. This product must be purchased directly from ABI Attachments, Inc. at the address listed above. There are no agents or dealers authorized to represent this product in your region.

Competition is precluded by the existence of proprietary product capability and trade secret manufacturing processes and techniques which enable the ABI Force, stand-on zero turn vehicle's purpose and function (models z23sl or z23slt). Exclusive functions include: Zero-Turn Laser Grading, Hydraulic Control Of Interchangeable Front, Mid, and Rear Mount Attachments, Stand-on Access & Visibility, Exclusive VibraFlex & Profile Blade Field Conditioning Technologies With Positive Depth Control, Exclusive Responsive Variable Force (RVF) Technology. These and other proprietary facets of the ABI Force are additionally protected under U.S. patent law by the following U.S. patents: US9,332,687, US9,883,621, US10,149,440, US10,287,744, & US10,287,745.

There is no other like item or product available for purchase that would serve the same purpose or function, and there is only one retail price for the ABI Force, zero turn vehicle, models z23sl or z23slt. If you desire additional information, please don't hesitate to contact me at (574) 850-8708 at any time or visit our website at www.ABIattachments.com. Thank you for your interest in our products. Sincerely,

A handwritten signature in black ink, reading 'Jim Catalano', written over a horizontal line.

Jim Catalano

Sr. Vice President
ABI Attachments, Inc.

- (6) Purchases of apparatus, supplies, materials, or equipment when: (i) performance or price competition for a product are not available; (ii) a needed product is available from only one source of supply; or (iii) standardization or compatibility is the overriding consideration. Notwithstanding any other provision of this section, the governing board of a political subdivision of the State shall approve the purchases listed in the preceding sentence prior to the award of the contract.

In the case of purchases by hospitals, in addition to the other exceptions in this subsection, the provisions of this Article shall not apply when: (i) a particular medical item or prosthetic appliance is needed; (ii) a particular product is ordered by an attending physician for his patients; (iii) additional products are needed to complete an ongoing job or task; (iv) products are purchased for "over-the-counter" resale; (v) a particular product is needed or desired for experimental, developmental, or research work; or (vi) equipment is already installed, connected, and in service under a lease or other agreement and the governing body of the hospital determines that the equipment should be purchased. The governing body of a hospital shall keep a record of all purchases made pursuant to this subdivision. These records are subject to public inspection.