



City of Elkins

Sanitary Board

May 19, 2025

10:00 AM

Phil Gainer Community Center
142 Robert E Lee Ave. Ext.

Meets every 3rd Monday of the month

AGENDA

1. **Call to order and roll call**
2. **Public comment**
3. **Minutes**
 - a. Proposed minutes for the meeting of April 21, 2025
4. **Reports**
 - a. Wastewater Superintendent/Chief Operator
 - b. Wastewater Collection Supervisor
 - c. Financial Statements as of April 30, 2025
5. **Unfinished business**
6. **New business**
 - a. Approval of Sewer Invoices
 - b. Reappointing the City Attorney for Sanitary Board
 - c. Approval of FY 2026 Budget
 - d. Change of Wastewater Administrative Assistant Position from Part-Time to Full-Time
 - e. Approval of Transitioning Current Wastewater Administration Assistant, from Part-Time Status to Full-Time Status
 - f. Purchase of 2025 John Deere 331P Skid Steer with Fork, Bucket, and Boom Lift Attachments
 - g. HRIS Platform
7. **Announcements**
8. **Adjournment**



CITY OF ELKINS AGENDA ITEM REPORT

Meeting Date:	May 19, 2025
Section:	Minutes
Category:	Action Item
Agenda Item Name:	Proposed minutes for the meeting of April 21, 2025
Recommended By:	Whitney L. Hymes - Wastewater Superintendent/Chief Operator
Summary:	Approval of minutes for the April 21, 2025, Sanitary Board Meeting.
Fiscal Impact:	N/A
Recommendation:	Consider for Approval
Attachments:	1. Sanitary Board - 2025_4_21 - Minutes

**SANITARY BOARD
REGULAR MEETING
MINUTES**

*142 Robert E Lee Avenue
Phil Gainer Center
April 21, 2025
10:00 a.m.*

Present were Committee Members: Jerry Marco (Chair), Randall Biller (Committee Member), & Richard Carr (Committee Member)

Also attending: Whitney Hymes (Wastewater Chief Operator), Tracy Judy (Treasurer), Gerry Roberts (City Attorney), Mark Hartley (Wastewater Collection Supervisor), and Jasmine Mallow (Wastewater Administrative Assistant) were also present.

MINUTES

Jerry Marco, **MOVED THE APPROVAL OF THE MINUTES OF MARCH 17, 2025, MEETING.** The motion carried.

Jerry Marco, **MOVED THE APPROVAL OF THE CORRECTED MEETING MINUTES OF NOVEMBER 18, 2024.** The motion carried.

(This action was proposed to correct the omission of this item from the minutes of that meeting. To reflect the board’s action that date to authorize executive agreement with Griffith & Associates to perform a Rule 42- Sewer Rate Analysis/Study and Preliminary Project Planning. The action was taken on a properly noticed agenda item, and staff’s contemporaneous notes (attached within agenda packet) confirm that the board took this action.)

REPORTS

Whitney Hymes, Wastewater Superintendent/Chief Operator, provided a report for the month of March 2025.

Mark Hartley, Wastewater Collection Supervisor, provided a report for the month of March 2025.

Tracy Judy, City Treasurer, provided financial reports for the month of March 31, 2025.

NEW BUSINESS

Jerry Marco, **MOVED APPROVAL OF SEWER REIMBURSEMENT TO THE RESIDENT OF 12 ½ WALNUT ST. FOR THE PRESENTED AMOUNT.** The motion carried.

Richard Carr, **MOVED APPROVAL OF SEWER INVOICES.** The motion carried.

The meeting was adjourned at 10:26 a.m.

The foregoing minutes were approved at the meeting of _____, 2025 Sanitary Board meeting.

Name & Title

Signature

CITY OF ELKINS-SANITARY BOARD

WASTEWATER SUPERINTENDENT/CHIEF OPERATOR REPORT

Date: May 19, 2025

Time: 10:00AM

Report Presented By: Whitney Hymes-Wastewater Superintendent/Chief Operator

DUMP STATION CONSTRUCTION

- Advertisements for BIDS were published on June 7th and June 14th
- BID opening was on July 10, 2024 @ 3:00PM at Elkins City Hall 2nd Floor Council Chambers
- BID tabulation is as follows:
 - Hulls' Contracting Inc.
Total BID: \$268,500.00
Deductive Alternative #1: \$5,000
Deductive Alternative #2: \$60,000
 - Green River Group, LLC
Total BID: \$392,000
Deductive Alternative #1: \$15,000
Deductive Alternative #2: \$62,000
 - Polino Contracting, Inc
Total BID: \$396,921.00
Deductive Alternative #1: \$12,517.00
Deductive Alternative #2: \$58,240.00
- All work summarized shall be substantially complete within sixty (60) calendar days after the date when the contract times commence to run.
- July 15, 2024 Sanitary Board Agenda moved to review funding and revisit at 8/19/2024 meeting.
- Funding Sources
 - \$120,277.89 ARPA Funding
 - \$123,928.04 Loan Reserve
 - TOTAL Funding: \$244,205.93 [Short \$24,294.07]
 - Options for Additional Funding and Construction
 - Depreciation Fund and Sanitary Budget
 - 7/30/24-Depreciation Account has \$230,470.42. \$6,250 is placed in account monthly. Approximately \$21,573.57 will be out of Depreciation account for equipment repairs in the next month.
 - Electrical installation paid from regular sanitary budget
 - 200amp service (required)=\$2,500-\$5,000

480V 3Phase service (future development) =\$15,000

- **UPDATE (9/9/2024)**
 - Notice to Proceed and Agreement was supplied to contractor Hull's Contractor. Waiting to receive start date from contractor.
 - Randolph County Commission declined (3rd decline) agenda addition request for funding.
- **UPDATE (10/21/2024)**
 - Notice to Proceed was issued for November 1, 2024 (Friday) to Hulls Contracting. Contractor will be working on the 11th Street Project and Wastewater Dumping Station simultaneously. Electric installation to site that is responsibility of the City of Elkins has been installed and is ready for access.
- **UPDATE (11/13/2024)**
 - Hull's Contracting moved equipment to site (5 Riverbend Park-Wastewater Plan) on 11/13/2024. Excavation of site began on 11/18/2024.
- **UPDATE (1/21/2025)**
 - Hull's Contracting is 80% completed with project. Installation of wet well and piping needs to be completed along with the installation of check valves. City will install electrical components. 2nd payment (RFP#02) is included for approval on 1/21/2025 agenda.
- **UPDATE (2/18/2025)**
 - Completion of wet well installation and check valves complete by Hull's Contracting. Electrical installation has been completed by City. Sides of station have been smoothed down where concrete forms caused imperfections. Installation of wet well discharge piping not complete. Hydrant and water service installation are also complete. Hymes spoke with Roger Hull on 2/13/2025 via phone concerning lighting, rebar concerns on sidewalls, electrical installation completion, and culvert installation.
- **UPDATE (3/17/2025)**
 - Project is past the 120 days from Notice of Proceed issue date. Hull's Contracting is continuing to work on project to reach completion before spring.
- **UPDATE (4/21/2025)**
 - Project is at 95% completion as of 4/21/2025. The contractor is still responsible for paving the road and installing check valve lids that fit.
- **UPDATE (5/19/2025)**
 - Final walk through completed on 4/25/2025. Issues with station were addressed and reported to both Hull's Contracting and CEC. Waiting for Hull's Contracting to provide information to CEC for substantial completion to be issued. Dump Station can be used.

CONSENT DECREE/LTCP UPDATES

- Teams meeting on 11/1/2024 between Armando Benincasa (Steptoe & Johnson PLLC), Mike Davis (Burgess & Niple), and Whitney Hymes (Elkins Wastewater Superintendent/Chief Operator). No contact or word from EPA on status of LTCP or Consent Decree. Decision was to wait until the first of the year and reconvene for discussion on plan of action.
- No Update as of 1/21/2025



- **UPDATE AS OF 2/18/2025:**
Email from Armando Benincasa (Steptoe and Johnson Legal Counsel) on 1/28/2025 stating that he has not had any correspondence with EPA Legal counsel. Benincasa suggested continuing working with the WVDEP regarding the permit. LTCP still has not been approved. If delay is causing issues with the City regarding projects then a push should be issued.
- **NO UPDATES AS OF 3/17/2025**
- **NO UPDATES AS OF 4/21/2025**
- **NO UPDATES AS OF 5/19/2025**

GRIFFITH ASSOCIATES, LLC AND RULE 42 UPDATE

- Dixie Kellmeyer was contacted via email on 3/28/2025. Kellmeyer' s response was that the report was currently being worked on, and it should be completed within the next couple of weeks. No other updates as of 4/21/2025.
- Contacted Griffith Associates via email on 5/8/2025-Michael Griffth responded via email on 5/12/2025 requesting more information such as non-big capital projects that need to be included. Hymes is currently working on that list to supply Griffth Associates.

DEPARTMENT INCLUSIONS FOR FY2026 (INCLUDED IN BUDGET REPORT)

- Below is a list of inclusions noted in the FY2026 report:
 - Adjusting Administrative Assistant position from part-time (936HRS/Year to 1664HRS/Year.
 - 1% raise for all wastewater employees (excluding Wastewater Superintendent/Chief Operator)
 - Payment/Lease for a Skid Steer
 - Lease for a 2025 F-350
 - Lease for a 2025 F-150
 - Purchase of a dump truck
 - In-house construction of pole shed for equipment storage at wastewater plant
 - Creation and purchase of laboratory equipment/materials for BACT testing for local water systems
 - Paving of access road and around dump station at wastewater plant
 - Increased funds to reflect upcoming pump rebuilds and replacements
 - Increased funds to reflect possible televising and cleaning of North and South Interceptors

FUTURE UPDGRADES WITH WASTEWATER SYSTEM

- The Wastewater Plant was constructed in 1986 with a partial upgrade in 2008. The equipment that was not included in the upgrade of 2008 is beginning to show the 40-year age with high deterioration. The Sanitary Board needs to begin reviewing the future of a plant upgrade and collection system renovations as deemed by the EPA and WVDEP.



FY 2025 BUDGET CONTROL REPORT

	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Revenues Over Expenses	Total
Revenues	\$281,446.53	\$262,524.76	\$243,041.16	\$280,581.66	\$260,173.50	\$273,492.08	\$320,915.38	\$232,278.16	\$305,908.67	\$251,639.22			\$215,051.35	\$2,712,001.12
Expenses	\$267,166.54	\$246,266.86	\$269,123.07	\$238,704.73	\$252,487.07	\$263,395.26	\$249,536.61	\$262,314.52	\$246,758.63	\$201,196.48				\$2,496,949.77

Bank Balances as of 4/30/2025

Cash Account \$318,775.51

Depreciation Account \$231,508.19

O&M Account \$631,639.61

CITY OF ELKINS
 FINANCIAL STATEMENT (UNAUDITED)
 AS OF: APRIL 30TH, 2025

401-SEWER FUND
 FINANCIAL SUMMARY

% OF YEAR COMPLETED: 83.33

	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR PO ADJUST.	Y-T-D BALANCE	TOTAL ENCUMBERED	BUDGET BALANCE	% OF BUDGET
<u>REVENUE SUMMARY</u>							
TAXES	22,000	1,893.07	0.00	26,368.58	0.00 (4,368.58)	119.86
CHARGES FOR SERVICES	2,878,000	212,343.59	0.00	2,455,686.69	0.00	422,313.31	85.33
MISCELLANEOUS REVENUE	190,000	37,402.56	0.00	229,945.85	0.00 (39,945.85)	121.02
TOTAL REVENUE	3,090,000	251,639.22	0.00	2,712,001.12	0.00	377,998.88	87.77
<u>EXPENDITURE SUMMARY</u>							
CSO	47,690	2,463.41	0.00	35,448.52	0.00	12,241.48	74.33
CSO-OTHER	165,483	11,984.65	0.00	123,885.87	0.00	41,597.13	74.86
SEWER COLLECTION	1,010,573	68,781.26	0.00	842,524.00	0.00	168,049.00	83.37
SEWER TREATMENT	1,312,380	90,900.36	0.00	1,128,203.26	0.00	184,176.74	85.97
UTILITY BILLING	35,115	934.92	0.00	18,089.69	0.00	17,025.31	51.52
ADMIN & GENERAL	518,759	26,131.88	0.00	348,798.43	0.00	169,960.57	67.24
CAPITAL OUTLAY	0	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL EXPENDITURES	3,090,000	201,196.48	0.00	2,496,949.77	0.00	593,050.23	80.81
REVENUE OVER/(UNDER) EXPENDITURES	0	50,442.74	0.00	215,051.35	0.00 (215,051.35)	0.00

CITY OF ELKINS
 FINANCIAL STATEMENT (UNAUDITED)
 AS OF: APRIL 30TH, 2025

401-SEWER FUND

% OF YEAR COMPLETED: 83.33

REVENUES	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR PO ADJUST.	Y-T-D BALANCE	TOTAL ENCUMBERED	BUDGET BALANCE	% OF BUDGET
TAXES							
401-000-302-0000 Penalty Income	22,000	1,893.07	0.00	26,368.58	0.00	(4,368.58)	119.86
TOTAL TAXES	22,000	1,893.07	0.00	26,368.58	0.00	(4,368.58)	119.86
CHARGES FOR SERVICES							
401-000-361-0000 Metered Sales to Res Cu	1,350,000	101,875.11	0.00	1,110,561.95	0.00	239,438.05	82.26
401-000-361-0001 Metered Sales to Comm C	1,050,000	76,534.29	0.00	961,213.64	0.00	88,786.36	91.54
401-000-361-0002 Unmetered Sales to Res	18,000	1,206.22	0.00	12,452.13	0.00	5,547.87	69.18
401-000-361-0003 Taps & Connections	10,000	0.00	0.00	1,500.00	0.00	8,500.00	15.00
401-000-361-0004 Services to Other Syste	450,000	32,727.97	0.00	369,958.97	0.00	80,041.03	82.21
TOTAL CHARGES FOR SERVICES	2,878,000	212,343.59	0.00	2,455,686.69	0.00	422,313.31	85.33
MISCELLANEOUS REVENUE							
401-000-380-0000 Interest Earned	7,000	1,178.91	0.00	8,651.35	0.00	(1,651.35)	123.59
401-000-381-0000 Reimbursements	3,000	98.16	0.00	67,246.63	0.00	(64,246.63)	2,241.55
401-000-382-0000 Refunds & Rebates	5,000	0.00	0.00	1,944.55	0.00	3,055.45	38.89
401-000-383-0000 Sale Of Fixed Asset	0	0.00	0.00	0.00	0.00	0.00	0.00
401-000-386-0000 Insurance Claims	0	0.00	0.00	1,746.35	0.00	(1,746.35)	0.00
401-000-399-0000 Miscellaneous	5,000	1,212.82	0.00	11,466.45	0.00	(6,466.45)	229.33
401-000-399-0001 Lab Analysis Services	170,000	34,912.67	0.00	138,890.52	0.00	31,109.48	81.70
TOTAL MISCELLANEOUS REVENUE	190,000	37,402.56	0.00	229,945.85	0.00	(39,945.85)	121.02
TOTAL REVENUE	3,090,000	251,639.22	0.00	2,712,001.12	0.00	377,998.88	87.77

CITY OF ELKINS
 FINANCIAL STATEMENT (UNAUDITED)
 AS OF: APRIL 30TH, 2025

401-SEWER FUND

CSO

% OF YEAR COMPLETED: 83.33

EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR PO ADJUST.	Y-T-D BALANCE	TOTAL ENCUMBERED	BUDGET BALANCE	% OF BUDGET
<u>PERSONAL SERVICES</u>							
401-509-103-0000 Salaries & Wages	17,300	1,667.06	0.00	17,251.08	0.00	48.92	99.72
401-509-104-0000 FICA Tax	1,180	183.32	0.00	1,367.20	0.00	187.20	115.86
401-509-105-0000 Group Health Insurance	7,330	462.99	0.00	4,603.99	0.00	2,726.01	62.81
401-509-106-0000 Retirement	1,710	150.04	0.00	1,589.70	0.00	120.30	92.96
401-509-108-0000 Overtime/Extra Help	1,670	0.00	0.00	411.76	0.00	1,258.24	24.66
TOTAL PERSONAL SERVICES	29,190	2,463.41	0.00	25,223.73	0.00	3,966.27	86.41
<u>CONTRACTUAL SERVICES</u>							
401-509-216-0000 Maint of CSO Equipment	10,000	0.00	0.00	5,994.79	0.00	4,005.21	59.95
401-509-217-0000 Maint Repair Autos & Tr	1,000	0.00	0.00	0.00	0.00	1,000.00	0.00
TOTAL CONTRACTUAL SERVICES	11,000	0.00	0.00	5,994.79	0.00	5,005.21	54.50
<u>COMMODITIES</u>							
401-509-341-0000 Supplies & Materials	6,000	0.00	0.00	4,230.00	0.00	1,770.00	70.50
401-509-343-0000 Automobile Supplies	1,500	0.00	0.00	0.00	0.00	1,500.00	0.00
TOTAL COMMODITIES	7,500	0.00	0.00	4,230.00	0.00	3,270.00	56.40
TOTAL CSO	47,690	2,463.41	0.00	35,448.52	0.00	12,241.48	74.33

CITY OF ELKINS
 FINANCIAL STATEMENT (UNAUDITED)
 AS OF: APRIL 30TH, 2025

401-SEWER FUND

CSO-OTHER

% OF YEAR COMPLETED: 83.33

EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR PO ADJUST.	Y-T-D BALANCE	TOTAL ENCUMBERED	BUDGET BALANCE	% OF BUDGET
<u>PERSONAL SERVICES</u>							
401-510-103-0000 Salaries & Wages	108,100	8,537.93	0.00	87,587.06	0.00	20,512.94	81.02
401-510-104-0000 FICA Tax	9,033	988.30	0.00	7,334.86	0.00	1,698.14	81.20
401-510-105-0000 Group Health Insurance	28,550	1,613.94	0.00	15,833.08	0.00	12,716.92	55.46
401-510-106-0000 Retirement	9,800	702.77	0.00	7,623.94	0.00	2,176.06	77.80
401-510-108-0000 Overtime/Extra Help	<u>10,000</u>	<u>141.71</u>	<u>0.00</u>	<u>5,506.93</u>	<u>0.00</u>	<u>4,493.07</u>	<u>55.07</u>
TOTAL PERSONAL SERVICES	165,483	11,984.65	0.00	123,885.87	0.00	41,597.13	74.86
<hr/>							
TOTAL CSO-OTHER	165,483	11,984.65	0.00	123,885.87	0.00	41,597.13	74.86

CITY OF ELKINS
 FINANCIAL STATEMENT (UNAUDITED)
 AS OF: APRIL 30TH, 2025

401-SEWER FUND
 SEWER COLLECTION

% OF YEAR COMPLETED: 83.33

EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR PO ADJUST.	Y-T-D BALANCE	TOTAL ENCUMBERED	BUDGET BALANCE	% OF BUDGET
<u>PERSONAL SERVICES</u>							
401-511-103-0000 Salaries & Wages	108,100	8,537.99	0.00	87,587.78	0.00	20,512.22	81.02
401-511-104-0000 FICA Tax	9,033	988.28	0.00	7,334.57	0.00	1,698.43	81.20
401-511-105-0000 Group Health Insurance	28,550	1,978.10	0.00	29,144.68	0.00	594.68	102.08
401-511-106-0000 Retirement	9,800	702.72	0.00	7,623.90	0.00	2,176.10	77.79
401-511-108-0000 Overtime/Extra Help	10,000	141.73	0.00	5,507.46	0.00	4,492.54	55.07
TOTAL PERSONAL SERVICES	165,483	12,348.82	0.00	137,198.39	0.00	28,284.61	82.91
<u>CONTRACTUAL SERVICES</u>							
401-511-211-0000 Telephone	3,000	251.74	0.00	2,513.64	0.00	486.36	83.79
401-511-213-0000 Utilities/Purchased Pow	105,000	9,008.28	0.00	89,863.15	0.00	15,136.85	85.58
401-511-214-0000 Travel	1,000	0.00	0.00	165.49	0.00	834.51	16.55
401-511-215-0002 Stormwater Supplies	1,000	0.00	0.00	1,197.95	0.00	197.95	119.80
401-511-216-0000 Maint Pumping Equipment	15,000	0.00	0.00	64,675.01	0.00	49,675.01	431.17
401-511-216-0001 Maint Structures/Improv	25,000	0.00	0.00	4,314.29	0.00	20,685.71	17.26
401-511-217-0000 Maint Repair Autos & T	20,000	303.00	0.00	8,878.30	0.00	11,121.70	44.39
401-511-221-0000 Training & Education	1,500	0.00	0.00	0.00	0.00	1,500.00	0.00
401-511-222-0000 Dues & Subscriptions	1,000	0.00	0.00	915.87	0.00	84.13	91.59
401-511-230-0000 Contracted Services	10,000	0.00	0.00	1,211.33	0.00	8,788.67	12.11
401-511-240-0000 Refunds & Reimbursement	1,000	725.36	0.00	725.36	0.00	274.64	72.54
TOTAL CONTRACTUAL SERVICES	183,500	10,288.38	0.00	174,460.39	0.00	9,039.61	95.07
<u>COMMODITIES</u>							
401-511-341-0000 Supplies & Materials	40,000	62.62	0.00	38,636.94	0.00	1,363.06	96.59
401-511-343-0000 Automobile Supplies	20,000	0.00	0.00	10,941.08	0.00	9,058.92	54.71
401-511-345-0000 Uniforms	5,100	0.00	0.00	3,404.52	0.00	1,695.48	66.76
401-511-399-0000 Miscellaneous	10,000	0.00	0.00	7,718.54	0.00	2,281.46	77.19
TOTAL COMMODITIES	75,100	62.62	0.00	60,701.08	0.00	14,398.92	80.83
<u>CAPITAL OUTLAY</u>							
401-511-458-0000 Bond Payable S-1-09-A-R	33,965	2,830.41	0.00	28,304.10	0.00	5,660.90	83.33
401-511-458-0001 Bond Payable S-1-15-A-R	87,233	7,269.39	0.00	72,693.90	0.00	14,539.10	83.33
401-511-458-0003 Bond Payable S-1-20-A-R	321,412	26,784.32	0.00	267,843.20	0.00	53,568.80	83.33
401-511-458-0004 Bond Payable S-2-20-A-R	31,442	2,620.15	0.00	26,201.50	0.00	5,240.50	83.33
401-511-459-0000 2018 Van & Sewera Camer	27,360	2,332.09	0.00	23,047.22	0.00	4,312.78	84.24
401-511-459-0001 2021 Ford F-150	6,758	563.16	0.00	5,395.33	0.00	1,362.67	79.84
401-511-459-0002 Capital Outlay	0	0.00	0.00	0.00	0.00	0.00	0.00
401-511-459-0003 900 ECO Cleaner	42,600	3,644.83	0.00	39,419.08	0.00	3,180.92	92.53
401-511-459-0004 Wastewater Garage	18,720	0.00	0.00	6,615.23	0.00	12,104.77	35.34
TOTAL CAPITAL OUTLAY	569,490	46,044.35	0.00	469,519.56	0.00	99,970.44	82.45
<u>OTHER EXPENDITURES</u>							
401-511-670-0000 Interest & Penalties	17,000	37.09	0.00	644.58	0.00	16,355.42	3.79
TOTAL OTHER EXPENDITURES	17,000	37.09	0.00	644.58	0.00	16,355.42	3.79
TOTAL SEWER COLLECTION	1,010,573	68,781.26	0.00	842,524.00	0.00	168,049.00	83.37

CITY OF ELKINS
 FINANCIAL STATEMENT (UNAUDITED)
 AS OF: APRIL 30TH, 2025

401-SEWER FUND
 SEWER TREATMENT

% OF YEAR COMPLETED: 83.33

EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR PO ADJUST.	Y-T-D BALANCE	TOTAL ENCUMBERED	BUDGET BALANCE	% OF BUDGET
<u>PERSONAL SERVICES</u>							
401-512-103-0000 Salaries & Wages	231,700	20,739.82	0.00	209,114.57	0.00	22,585.43	90.25
401-512-104-0000 FICA Tax	15,300	2,399.76	0.00	16,907.79	0.00	(1,607.79)	110.51
401-512-105-0000 Group Health Insurance	58,800	2,764.91	0.00	40,472.87	0.00	18,327.13	68.83
401-512-106-0000 Retirement	19,700	1,692.77	0.00	17,258.77	0.00	2,441.23	87.61
401-512-108-0000 Overtime/Extra Help	15,000	388.06	0.00	5,104.48	0.00	9,895.52	34.03
TOTAL PERSONAL SERVICES	340,500	27,985.32	0.00	288,858.48	0.00	51,641.52	84.83
<u>CONTRACTUAL SERVICES</u>							
401-512-211-0000 Telephone	2,160	253.43	0.00	2,240.71	0.00	(80.71)	103.74
401-512-213-0000 Utilities/Purchased Pow	180,000	12,867.66	0.00	147,196.65	0.00	32,803.35	81.78
401-512-214-0000 Travel	2,500	0.00	0.00	0.00	0.00	2,500.00	0.00
401-512-215-0000 Maint of Bldgs & Ground	3,051	0.00	0.00	298.32	0.00	2,752.68	9.78
401-512-216-0000 Maint Treat/Disp System	50,000	0.00	0.00	42,536.77	0.00	7,463.23	85.07
401-512-216-0001 Maint Structures/Improv	20,000	0.00	0.00	6,605.10	0.00	13,394.90	33.03
401-512-217-0000 Maint Repair Autos & Tr	10,000	0.00	0.00	9,967.18	0.00	32.82	99.67
401-512-218-0000 Postage	100	0.00	0.00	30.51	0.00	69.49	30.51
401-512-220-0000 Advertising	200	0.00	0.00	375.00	0.00	(175.00)	187.50
401-512-221-0000 Training & Education	2,000	0.00	0.00	0.00	0.00	2,000.00	0.00
401-512-222-0000 Dues & Subscriptions	2,000	0.00	0.00	1,335.86	0.00	664.14	66.79
401-512-230-0000 Contracted Services	40,000	0.00	0.00	83,291.25	0.00	(43,291.25)	208.23
TOTAL CONTRACTUAL SERVICES	312,011	13,121.09	0.00	293,877.35	0.00	18,133.65	94.19
<u>COMMODITIES</u>							
401-512-341-0000 Supplies & Materials	20,000	812.00	0.00	12,661.34	0.00	7,338.66	63.31
401-512-341-0001 Supplies & Matls Chemic	30,000	0.00	0.00	8,799.98	0.00	21,200.02	29.33
401-512-341-0002 Purification Supplies	5,000	0.00	0.00	12,778.05	0.00	(7,778.05)	255.56
401-512-343-0000 Automobile Supplies	12,000	0.00	0.00	5,320.04	0.00	6,679.96	44.33
401-512-345-0000 Uniforms	5,000	0.00	0.00	3,275.54	0.00	1,724.46	65.51
401-512-399-0000 Miscellaneous	0	150.00	0.00	350.00	0.00	(350.00)	0.00
TOTAL COMMODITIES	72,000	962.00	0.00	43,184.95	0.00	28,815.05	59.98
<u>CAPITAL OUTLAY</u>							
401-512-459-0000 Bond Payable S-1-06-A-R	563,268	46,939.02	0.00	469,390.20	0.00	93,877.80	83.33
401-512-459-0001 Bond Payable S-1-86-B-R	12,962	0.00	0.00	4,320.64	0.00	8,641.36	33.33
401-512-459-0002 Ford F-350	6,639	553.21	0.00	5,285.98	0.00	1,353.02	79.62
401-512-459-0003 Sewer Areation Equipmen	0	0.00	0.00	0.00	0.00	0.00	0.00
401-512-459-0005 Capital Outlay	0	0.00	0.00	0.00	0.00	0.00	0.00
401-512-459-0006 WWTP Dumping Station	0	0.00	0.00	7,874.69	0.00	(7,874.69)	0.00
TOTAL CAPITAL OUTLAY	582,869	47,492.23	0.00	486,871.51	0.00	95,997.49	83.53
<u>OTHER EXPENDITURES</u>							
401-512-670-0000 Interest & Penalties	5,000	1,339.72	0.00	15,410.97	0.00	(10,410.97)	308.22
TOTAL OTHER EXPENDITURES	5,000	1,339.72	0.00	15,410.97	0.00	(10,410.97)	308.22
TOTAL SEWER TREATMENT	1,312,380	90,900.36	0.00	1,128,203.26	0.00	184,176.74	85.97

CITY OF ELKINS
 FINANCIAL STATEMENT (UNAUDITED)
 AS OF: APRIL 30TH, 2025

401-SEWER FUND
 UTILITY BILLING

% OF YEAR COMPLETED: 83.33

EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR PO ADJUST.	Y-T-D BALANCE	TOTAL ENCUMBERED	BUDGET BALANCE	% OF BUDGET
<u>PERSONAL SERVICES</u>							
401-513-103-0000 Salaries & Wages	22,190	561.20	0.00	10,673.92	0.00	11,516.08	48.10
401-513-104-0000 FICA Tax	1,375	61.60	0.00	764.27	0.00	610.73	55.58
401-513-105-0000 Group Health Insurance	5,750	231.49	0.00	3,472.47	0.00	2,277.53	60.39
401-513-106-0000 Retirement	2,000	53.00	0.00	914.84	0.00	1,085.16	45.74
401-513-108-0000 Overtime/ Extra Help	600	27.63	0.00	373.94	0.00	226.06	62.32
TOTAL PERSONAL SERVICES	31,915	934.92	0.00	16,199.44	0.00	15,715.56	50.76
<u>CONTRACTUAL SERVICES</u>							
401-513-214-0000 Travel	200	0.00	0.00	0.00	0.00	200.00	0.00
401-513-221-0000 Training & Education	0	0.00	0.00	275.00	0.00	(275.00)	0.00
TOTAL CONTRACTUAL SERVICES	200	0.00	0.00	275.00	0.00	(75.00)	137.50
<u>COMMODITIES</u>							
401-513-341-0000 Supplies & Materials	3,000	0.00	0.00	1,615.25	0.00	1,384.75	53.84
TOTAL COMMODITIES	3,000	0.00	0.00	1,615.25	0.00	1,384.75	53.84
TOTAL UTILITY BILLING	35,115	934.92	0.00	18,089.69	0.00	17,025.31	51.52

CITY OF ELKINS
 FINANCIAL STATEMENT (UNAUDITED)
 AS OF: APRIL 30TH, 2025

401-SEWER FUND
 ADMIN & GENERAL

% OF YEAR COMPLETED: 83.33

EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR PO ADJUST.	Y-T-D BALANCE	TOTAL ENCUMBERED	BUDGET BALANCE	% OF BUDGET
<u>PERSONAL SERVICES</u>							
401-514-103-0000 Salaries & Wages	70,550	325.00	0.00	3,450.00	0.00	67,100.00	4.89
401-514-104-0000 FICA Tax	4,325	24.86	0.00	263.85	0.00	4,061.15	6.10
401-514-105-0000 Group Health Insurance	100	4.55	0.00	545.65	0.00	445.65	545.65
401-514-106-0000 Retirement	6,200	4.50	0.00	63.00	0.00	6,137.00	1.02
401-514-108-0000 Overtime/Extra Help	0	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL PERSONAL SERVICES	81,175	358.91	0.00	4,322.50	0.00	76,852.50	5.32
<u>CONTRACTUAL SERVICES</u>							
401-514-218-0000 Postage	9,500	744.07	0.00	7,750.50	0.00	1,749.50	81.58
401-514-220-0000 Advertising	0	0.00	0.00	59.50	0.00	59.50	0.00
401-514-223-0000 Professional Services	25,000	320.00	0.00	14,808.34	0.00	10,191.66	59.23
401-514-226-0000 Insurance & Bonds	10,000	1,174.54	0.00	11,208.69	0.00	1,208.69	112.09
401-514-226-0001 Insurances & Bonds/GL	38,000	0.00	0.00	37,287.68	0.00	712.32	98.13
401-514-230-0000 Contracted Services	15,000	320.52	0.00	7,531.08	0.00	7,468.92	50.21
401-514-230-0001 Cont Serv/Consent Decre	10,000	0.00	0.00	0.00	0.00	10,000.00	0.00
401-514-232-0000 Bank Charges	50	0.00	0.00	30.00	0.00	20.00	60.00
TOTAL CONTRACTUAL SERVICES	107,550	2,559.13	0.00	78,675.79	0.00	28,874.21	73.15
<u>COMMODITIES</u>							
401-514-341-0000 Supplies & Materials	1,000	0.00	0.00	88.07	0.00	911.93	8.81
401-514-348-0000 Charges by Other Funds	49,034	4,086.13	0.00	40,861.30	0.00	8,172.70	83.33
401-514-353-0000 Computer Software	10,000	1,713.01	0.00	13,815.70	0.00	3,815.70	138.16
401-514-399-0000 Miscellaneous Expenses	1,000	101.17	0.00	1,178.58	0.00	178.58	117.86
TOTAL COMMODITIES	61,034	2,474.29	0.00	55,943.65	0.00	5,090.35	91.66
<u>CAPITAL OUTLAY</u>							
401-514-465-0000 Depreciation Expense	0	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL CAPITAL OUTLAY	0	0.00	0.00	0.00	0.00	0.00	0.00
<u>OTHER EXPENDITURES</u>							
401-514-568-0000 Transfers	0	0.00	0.00	0.00	0.00	0.00	0.00
401-514-670-0000 Interest & Penalties	500	0.00	0.00	0.00	0.00	500.00	0.00
401-514-676-0000 Regulatory Commission	12,000	0.00	0.00	11,170.68	0.00	829.32	93.09
401-514-677-0000 R & R Requirement	76,500	7,585.67	0.00	67,147.01	0.00	9,352.99	87.77
401-514-677-0001 SB234 Requirement	180,000	13,153.88	0.00	131,538.80	0.00	48,461.20	73.08
TOTAL OTHER EXPENDITURES	269,000	20,739.55	0.00	209,856.49	0.00	59,143.51	78.01
TOTAL ADMIN & GENERAL	518,759	26,131.88	0.00	348,798.43	0.00	169,960.57	67.24

CITY OF ELKINS
 FINANCIAL STATEMENT (UNAUDITED)
 AS OF: APRIL 30TH, 2025

401-SEWER FUND
 CAPITAL OUTLAY

% OF YEAR COMPLETED: 83.33

EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR PO ADJUST.	Y-T-D BALANCE	TOTAL ENCUMBERED	BUDGET BALANCE	% OF BUDGET
<u>CONTRACTUAL SERVICES</u>							
401-515-216-0000 Depreciation Acc Mtn Tr	0	0.00	0.00	0.00	0.00	0.00	0.00
401-515-216-0001 Depreciation Acct Mnt/	0	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL CONTRACTUAL SERVICES	0	0.00	0.00	0.00	0.00	0.00	0.00
<hr/>							
TOTAL CAPITAL OUTLAY	0	0.00	0.00	0.00	0.00	0.00	0.00
<hr/>							
TOTAL EXPENDITURES	3,090,000	201,196.48	0.00	2,496,949.77	0.00	593,050.23	80.81
<hr/>							
REVENUE OVER/(UNDER) EXPENDITURES	0	50,442.74	0.00	215,051.35	0.00	(215,051.35)	0.00
<hr/>							



CITY OF ELKINS AGENDA ITEM REPORT

Meeting Date:	May 19, 2025
Section:	New business
Category:	Action Item
Agenda Item Name:	Approval of Sewer Invoices
Recommended By:	Whitney L Hymes - Wastewater Superintendent/Chief Operator
Summary:	Crim Law Invoice #486-\$230.00
Fiscal Impact:	Total: \$230.00
Recommendation:	Consider for Approval
Attachments:	1. CrimLawInvoice486

City of Elkins

March 2025

Sanitary Board Matters



Crim Law Office, PLLC

842 South Chestnut Street
 Post Office Drawer 1920
 Clarksburg, West Virginia 26302-1920
 Phone: (304)918-1001
 Fax: (304)918-1005
 www.wvlawyers.com

City of Elkins - Sanitary Board
 401 Davis Street
 Elkins, WV 26241

Invoice

Invoice Number	486
Invoice Date	05/02/2025
Payment Due On	05/16/2025
Amount Due	\$230.00

City of Elkins - Sanitary Board - Municipality

Fees

Date	Description	Staff	Rate	Hours	Total
03/06/2025	Email to W. Hymes	GSR	\$100.00	0.10	\$10.00
03/06/2025	Email from W. Hymes	GSR	\$100.00	0.10	\$10.00
03/11/2025	Email from W. Hymes	GSR	\$100.00	0.10	\$10.00
03/11/2025	Receive email from J. Mallow	GSR	\$100.00	0.10	\$10.00
03/13/2025	Review of agenda for Board meeting	GSR	\$100.00	0.10	\$10.00
03/19/2025	Review of information from W. Hymes on Big Timber	GSR	\$100.00	0.20	\$20.00
03/20/2025	Email from T. Judy about Ogden claim	GSR	\$100.00	0.10	\$10.00
03/20/2025	Email to T. Judy about Ogden claim	GSR	\$100.00	0.10	\$10.00
03/21/2025	Email from W. Hymes on Ogden claim	GSR	\$100.00	0.10	\$10.00
03/21/2025	Email to W. Hymes on Ogden claim	GSR	\$100.00	0.10	\$10.00
03/24/2025	Email from W. Hymes about McClanahan claim	GSR	\$100.00	0.10	\$10.00
03/24/2025	Email to W. Hymes about McClanahan claim	GSR	\$100.00	0.10	\$10.00
03/24/2025	Email about agenda	GSR	\$100.00	0.10	\$10.00
03/24/2025	Email from T. Judy	GSR	\$100.00	0.10	\$10.00
03/24/2025	Email concerning PSD request	GSR	\$100.00	0.20	\$20.00

03/24/2025	Conference with M. Griffith	GSR	\$100.00	0.30	\$30.00
03/27/2025	Email from W. Hymes about claims	GSR	\$100.00	0.10	\$10.00
03/27/2025	Email from T. Judy	GSR	\$100.00	0.10	\$10.00
03/27/2025	Email to W. Hymes	GSR	\$100.00	0.10	\$10.00
					\$230.00

Subtotal	\$230.00
Total	\$230.00
Total Balance Due	\$230.00

Reviewed/Approved By Whitney Hymes (Superintendent/Cheif Operator) on 5/5/2025

Whitney L. Hymes



CITY OF ELKINS AGENDA ITEM REPORT

Meeting Date:	May 19, 2025
Section:	New business
Category:	Action Item
Agenda Item Name:	Reappointing the City Attorney for Sanitary Board
Recommended By:	Whitney Hymes-Wastewater Superintendent/Chief Operator
Summary:	Elkins City Attorney is appointed to a one-year term starting every April 1. The business item would reappoint Geraldine Roberts, who has served as City Attorney since 2011.
Fiscal Impact:	Proposed terms are unchanged at \$100/hour
Recommendation:	Consider for Approval
Attachments:	None



CITY OF ELKINS AGENDA ITEM REPORT

Meeting Date:	May 19, 2025
Section:	New business
Category:	Action Item
Agenda Item Name:	Approval of FY 2026 Budget
Recommended By:	Whitney L Hymes - Wastewater Superintendent/Chief Operator Tracy Judy-City Treasurer
Summary:	Approval of the 2026 Fiscal Year Sewer Budget
Fiscal Impact:	See Attached FY2026 Budget Breakdown for Revenue and Expenditure Projections
Recommendation:	Consider for Approval
Attachments:	1. FY2026 Budget

BUDGET : 26-2025-2026 Budget

FUND : 401 SEWER FUND

ITEMS PRINTED: ANNUAL BUDGET AMOUNTS

PAGE: 1

ACCOUNT NO#	===== ACCOUNT NAME =====	ANNUAL BUDGET
401-000-302-0000	Penalty Income	32,000.00CR
401-000-361-0000	Metered Sales to Res Cust.	1,350,000.00CR
401-000-361-0001	Metered Sales to Comm Cust.	1,180,000.00CR
401-000-361-0002	Unmetered Sales to Res Cust.	15,000.00CR
401-000-361-0003	Taps & Connections	3,000.00CR
401-000-361-0004	Services to Other Systems	450,000.00CR
401-000-380-0000	Interest Earned	9,000.00CR
401-000-381-0000	Reimbursements	3,000.00CR
401-000-382-0000	Refunds & Rebates	2,500.00CR
401-000-383-0000	Sale Of Fixed Asset	0.00
401-000-386-0000	Insurance Claims	0.00
401-000-399-0000	Miscellaneous	14,000.00CR
401-000-399-0001	Lab Analysis Services	140,000.00CR
	PAGE TOTAL:	3,198,500.00CR
	TOTAL:	3,198,500.00CR
	TOTAL REVENUES:	3,198,500.00CR

BUDGET : 26-2025-2026 Budget

FUND : 401 SEWER FUND

ITEMS PRINTED: ANNUAL BUDGET AMOUNTS

ACCOUNT NO# ===== ACCOUNT NAME ===== ANNUAL BUDGET

DEPT NO: 509 CSO

401-509-103-0000	Salaries & Wages	23,150.00
401-509-104-0000	FICA Tax	1,800.00
401-509-105-0000	Group Health Insurance	8,800.00
401-509-106-0000	Retirement	2,080.00
401-509-108-0000	Overtime/Extra Help	1,500.00
401-509-216-0000	Maint of CSO Equipment	10,000.00
401-509-217-0000	Maint Repair Autos & Trucks	1,000.00
401-509-341-0000	Supplies & Materials	8,000.00
401-509-343-0000	Automobile Supplies	2,000.00

PAGE TOTAL: 58,330.00

DEPT TOTAL: 58,330.00

BUDGET : 26-2025-2026 Budget

FUND : 401 SEWER FUND

ITEMS PRINTED: ANNUAL BUDGET AMOUNTS

ACCOUNT NO#	===== ACCOUNT NAME =====	ANNUAL BUDGET
DEPT NO: 510	CSO-OTHER	
401-510-103-0000	Salaries & Wages	122,420.00
401-510-104-0000	FICA Tax	9,370.00
401-510-105-0000	Group Health Insurance	33,000.00
401-510-106-0000	Retirement	10,070.00
401-510-108-0000	Overtime/Extra Help	10,000.00
	PAGE TOTAL:	184,860.00
	DEPT TOTAL:	184,860.00

BUDGET : 26-2025-2026 Budget

FUND : 401 SEWER FUND

ITEMS PRINTED: ANNUAL BUDGET AMOUNTS

PAGE: 4

ACCOUNT NO#	ACCOUNT NAME	ANNUAL BUDGET
DEPT NO: 511	SEWER COLLECTION	
401-511-103-0000	Salaries & Wages	122,420.00
401-511-104-0000	FICA Tax	9,370.00
401-511-105-0000	Group Health Insurance	33,000.00
401-511-106-0000	Retirement	10,070.00
401-511-108-0000	Overtime/Extra Help	10,000.00
401-511-211-0000	Telephone	3,000.00
401-511-213-0000	Utilities/Purchased Power	108,000.00
401-511-214-0000	Travel	500.00
401-511-215-0002	Stormwater Supplies	1,000.00
401-511-216-0000	Maint Pumping Equipment	60,000.00
401-511-216-0001	Maint Structures/Improvement	10,000.00
401-511-217-0000	Maint Repair Autos & Trucks	10,000.00
401-511-221-0000	Training & Education	500.00
401-511-222-0000	Dues & Subscriptions	2,000.00
401-511-230-0000	Contracted Services	20,000.00
401-511-240-0000	Refunds & Reimbursements	1,000.00
401-511-341-0000	Supplies & Materials	45,000.00
401-511-343-0000	Automobile Supplies	10,000.00
401-511-345-0000	Uniforms	5,100.00
401-511-399-0000	Miscellaneous	10,000.00
401-511-457-0000	Wastewater Garage	17,103.00
401-511-458-0000	Bond Payable S-1-09-A-RN-12	33,965.00
401-511-458-0001	Bond Payable S-1-15-A-RN-12	87,233.00
401-511-458-0003	Bond Payable S-1-20-A-RN-12	321,412.00
401-511-458-0004	Bond Payable S-2-20-A-RN-12	31,442.00
401-511-459-0000	2018 Van & Sewera Camera	7,108.00
401-511-459-0001	2021 Ford F-150	6,758.00
401-511-459-0002	Capital Outlay	14,400.00
401-511-459-0003	900 ECO Cleaner	50,000.00
401-511-459-0004	Wastewater Garage	0.00
401-511-670-0000	Interest & Penalties	10,000.00

PAGE TOTAL: 1,050,381.00

DEPT TOTAL: 1,050,381.00

BUDGET : 26-2025-2026 Budget

FUND : 401 SEWER FUND

ITEMS PRINTED: ANNUAL BUDGET AMOUNTS

ACCOUNT NO#	ACCOUNT NAME	ANNUAL BUDGET
DEPT NO: 512	SEWER TREATMENT	
401-512-103-0000	Salaries & Wages	222,520.00
401-512-104-0000	FICA Tax	17,830.00
401-512-105-0000	Group Health Insurance	52,340.00
401-512-106-0000	Retirement	18,200.00
401-512-108-0000	Overtime/Extra Help	10,500.00
401-512-211-0000	Telephone	2,500.00
401-512-213-0000	Utilities/Purchased Power	180,000.00
401-512-214-0000	Travel	500.00
401-512-215-0000	Maint of Bldgs & Grounds	2,000.00
401-512-216-0000	Maint Treat/Disp System	55,000.00
401-512-216-0001	Maint Structures/Improvement	20,000.00
401-512-217-0000	Maint Repair Autos & Trucks	10,000.00
401-512-218-0000	Postage	100.00
401-512-220-0000	Advertising	450.00
401-512-221-0000	Training & Education	1,000.00
401-512-222-0000	Dues & Subscriptions	1,500.00
401-512-230-0000	Contracted Services	80,000.00
401-512-341-0000	Supplies & Materials	34,138.00
401-512-341-0001	Supplies & Matls Chemicals	20,000.00
401-512-341-0002	Purification Supplies	10,000.00
401-512-343-0000	Automobile Supplies	10,000.00
401-512-345-0000	Uniforms	5,000.00
401-512-399-0000	Miscellaneous	0.00
401-512-459-0000	Bond Payable S-1-06-A-RN-12	563,268.00
401-512-459-0001	Bond Payable S-1-86-B-RN-12	0.00
401-512-459-0002	Ford F-350	8,712.00
401-512-459-0003	Sewer Areation Equipment	0.00
401-512-459-0004	Ford F-150	8,133.00
401-512-459-0005	Capital Outlay	0.00
401-512-459-0006	WWTP Dumping Station	0.00
401-512-459-0007	Skid Steer	21,600.00
401-512-670-0000	Interest & Penalties	19,000.00

PAGE TOTAL: 1,374,291.00

DEPT TOTAL: 1,374,291.00

BUDGET : 26-2025-2026 Budget

FUND : 401 SEWER FUND

ITEMS PRINTED: ANNUAL BUDGET AMOUNTS

PAGE: 6

ACCOUNT NO#	===== ACCOUNT NAME =====	ANNUAL BUDGET
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DEPT NO: 513 UTILITY BILLING

401-513-103-0000	Salaries & Wages	16,200.00
401-513-104-0000	FICA Tax	1,050.00
401-513-105-0000	Group Health Insurance	6,510.00
401-513-106-0000	Retirement	1,600.00
401-513-108-0000	Overtime/ Extra Help	600.00
401-513-214-0000	Travel	200.00
401-513-221-0000	Training & Education	1,000.00
401-513-341-0000	Supplies & Materials	3,000.00

PAGE TOTAL: 30,160.00

DEPT TOTAL: 30,160.00

BUDGET : 26-2025-2026 Budget

FUND : 401 SEWER FUND

ITEMS PRINTED: ANNUAL BUDGET AMOUNTS

ACCOUNT NO#	===== ACCOUNT NAME =====	ANNUAL BUDGET
DEPT NO: 514	ADMIN & GENERAL	
401-514-103-0000	Salaries & Wages	70,550.00
401-514-104-0000	FICA Tax	5,400.00
401-514-105-0000	Group Health Insurance	0.00
401-514-106-0000	Retirement	6,200.00
401-514-108-0000	Overtime/Extra Help	0.00
401-514-218-0000	Postage	10,000.00
401-514-220-0000	Advertising	100.00
401-514-223-0000	Professional Services	20,000.00
401-514-226-0000	Insurance & Bonds	10,000.00
401-514-226-0001	Insurances & Bonds/GL	40,000.00
401-514-230-0000	Contracted Services	10,000.00
401-514-230-0001	Cont Serv/Consent Decree	5,000.00
401-514-232-0000	Bank Charges	50.00
401-514-341-0000	Supplies & Materials	500.00
401-514-348-0000	Charges by Other Funds	50,178.00
401-514-353-0000	Computer Software	12,000.00
401-514-399-0000	Miscellaneous Expenses	1,000.00
401-514-465-0000	Depreciation Expense	0.00
401-514-568-0000	Transfers	0.00
401-514-670-0000	Interest & Penalties	0.00
401-514-676-0000	Regulatory Commission	12,000.00
401-514-677-0000	R & R Requirement	79,500.00
401-514-677-0001	SB234 Requirement	168,000.00

PAGE TOTAL: 500,478.00

DEPT TOTAL: 500,478.00

BUDGET : 26-2025-2026 Budget

FUND : 401 SEWER FUND

ITEMS PRINTED: ANNUAL BUDGET AMOUNTS

ACCOUNT NO#	===== ACCOUNT NAME =====	ANNUAL BUDGET
DEPT NO: 515	SEWER DEPRECIATION	
401-515-216-0000	Depreciation Acc Mtn Trt/Disp	0.00
401-515-216-0001	Depreciation Acct Mnt/Struct	0.00
	PAGE TOTAL:	0.00
	DEPT TOTAL:	0.00
	TOTAL EXPENDITURES:	3,198,500.00
	NET REVENUES/EXPENDITURES:	0.00



CITY OF ELKINS AGENDA ITEM REPORT

Meeting Date:	May 19, 2025
Section:	New business
Category:	Action Item
Agenda Item Name:	Change of Wastewater Administrative Assistant Position from Part-Time to Full-Time
Recommended By:	Whitney Hymes-Wastewater Superintendent/Chief Operator
Summary:	Adjusting the current job description and position of Administrative Assistant from a part-time status (936HRS/Year OR 18HR/Week) to full-time status (1664HRS/Year OR 32HRS/Week). This motion covers the creation of a new full-time position within the wastewater department.
Fiscal Impact:	A full-time Wastewater Administrative Assistant position (1664HRS/Year) was included in the FY2026 Budget.
Recommendation:	Consider Approval
Attachments:	1. AdminstrativeAssistantJobDes 5-9-2025



Job Description: Wastewater Administrative Assistant

Employer Information

Organization Name:	City of Elkins
Website:	https://cityofelkinswv.com/
Job Code:	SOC: 43-6014.00
Job Location:	Elkins, WV-26241 / Remote
Hours/Week:	20-32HRS Weekly Full-Time, Not Subject to Overtime
Reports To:	Wastewater Superintendent/Chief Operator
FLSA Status	Non-exempt Hourly
Prepared by / on	Whitney L. Hymes Wastewater Superintendent/Chief Operator 5/9/2025

Job Purpose

Perform routine administrative functions such as drafting correspondences, scheduling appointments, organizing and maintaining paper and electronic files, or providing information to callers for the Wastewater Department. Reports to the Wastewater Superintendent/Chief Operator.

Tasks

- Answer telephones and give information to callers, take messages, or transfer calls to appropriate individuals.
- Greet visitors or callers and handle their inquiries or direct them to the appropriate persons according to their needs.
- Create, maintain, and enter information into databases.
- Use computers for various applications, such as database management or word processing.
- Operate office equipment, such as fax machines, copiers, or phone systems and arrange for repairs when equipment malfunctions.
- Set up and manage paper or electronic filing systems, recording information, updating paperwork, or maintaining documents, such as attendance records, correspondence, or other material.
- Operate electronic mail systems and coordinate the flow of information, internally or with other organizations.
- Schedule and confirm appointments for clients, customers, or supervisors.
- Maintain scheduling and event calendars.
- Compose, type, and distribute meeting notes, routine correspondence, or reports, such as presentations or expense, statistical, or monthly reports.
- Complete forms in accordance with company procedures.
- Locate and attach appropriate files to incoming correspondence requiring replies.
- Conduct searches to find needed information, using such sources as the Internet.
- Open, read, route, and distribute incoming mail or other materials and answer routine letters.

- Review work done by others to check for correct spelling and grammar, ensure that company format policies are followed, and recommend revisions.
- Make copies of correspondence or other printed material.
- Learn to operate new office technologies as they are developed and implemented.
- Train and assist staff with computer usage.
- Order and dispense supplies.
- Prepare conference or event materials, such as flyers or invitations.
- Perform payroll functions, such as maintaining timekeeping information and processing and submitting payroll.
- Collect and deposit money into accounts, disburse funds from cash accounts to pay bills or invoices, keep records of collections and disbursements, and ensure accounts are balanced.
- Establish work procedures or schedules and keep track of the daily work of clerical staff.
- Provide services to customers, such as order placement or account information.
- Prepare and mail checks.
- Arrange conference, meeting, or travel reservations for office personnel.
- Supervise other clerical staff and provide training and orientation to new staff.
- Manage projects or contribute to committee or team work.
- Coordinate conferences, meetings, or special events, such as luncheons or graduation ceremonies.
- Mail newsletters, promotional material, or other information.
- Take dictation in shorthand or by machine and transcribe information.
- Develop or maintain internal or external company Web sites.
- Prepare Sanitary Board Agenda

Additional Duties

- Assists other departments with operations as requested.
- Performs general clerical work as required, including preparing records and reports, completing forms, copying and filing documents, entering and retrieving computer data, answering the telephone, etc.
- Services as Sanitary Board Secretary
- Performs related work as required.

Work Context

Physical Demands

Must be physically able to exert up to twenty-five pounds of force occasionally and/or a negligible amount of force frequently or constantly to lift, carry, push, pull, or otherwise move objects. Position involves rarely standing or walking, using hands to finger, handle or feel, reaching, bending, twisting, crouching, stooping, making repetitive motions, kneeling, crawling, balancing, talking and/or hearing. The employee frequently sits and rarely tastes or smells. This job is considered light physical activity performing somewhat non-strenuous daily activities of an administrative nature. The job requires manual dexterity sufficient to reach/handle items, works with the fingers, and perceives objects and materials.

Lifts Weight or Exerts Force Work Environment

The employee rarely lifts up to 100 pounds; seldom more than 100 pounds; the employee occasionally lifts up to 50 pounds; and sometimes lifts up to 25 pounds.

Visions

Specific vision abilities required by this job include Close vision; Distance vision; Peripheral vision; Depth perception; Ability to adjust focus.

Work Environment

The employee often works in well-lighted, heated and/or air conditioned indoor office settings with adequate ventilation; often works in well-lighted, heated and/or air-conditioned indoor office/shop environment with adequate ventilation; well-lighted, heated and or air/conditioned indoor office/production setting with adequate ventilation; occasionally in outdoor settings in an enclosed vehicle protected from extreme weather conditions; outdoors and indoor shop environment with adequate ventilation; and occasionally around moving parts.

Qualifications

Education and Experience

High school diploma or general education degree (GED); or one to three months related experience and/or training; or equivalent combination of education and experience. Proficient personal computer skills including electronic mail, record keeping, routine database activity, word processing, spreadsheet, graphics, etc.

License, Certificate Or Registration

Must possess a valid driver's license. May be required to possess or obtain additional certification(s) as deemed necessary by the City.

Work Values and Styles

- Support — Occupations that satisfy this work value offer supportive management that stands behind employees. Corresponding needs are Company Policies, Supervision: Human Relations and Supervision: Technical.
- Relationships — Occupations that satisfy this work value allow employees to provide service to others and work with co-workers in a friendly non-competitive environment. Corresponding needs are Co-workers, Moral Values and Social Service.
- Working Conditions — Occupations that satisfy this work value offer job security and good working conditions. Corresponding needs are Activity, Compensation, Independence, Security, Variety and Working Conditions.
- Attention to Detail — Job requires being careful about detail and thorough in completing work tasks.
- Integrity — Job requires being honest and ethical.
- Cooperation — Job requires being pleasant with others on the job and displaying a good-natured, cooperative attitude.
- Dependability — Job requires being reliable, responsible, and dependable, and fulfilling obligations.
- Concern for Others — Job requires being sensitive to others' needs and feelings and being understanding and helpful on the job.
- Self-Control — Job requires maintaining composure, keeping emotions in check, controlling anger, and avoiding aggressive behavior, even in very difficult situations.
- Adaptability/Flexibility — Job requires being open to change (positive or negative) and to considerable variety in the workplace.
- Stress Tolerance — Job requires accepting criticism and dealing calmly and effectively with high-stress situations.
- Independence — Job requires developing one's own ways of doing things, guiding oneself with little or no supervision, and depending on oneself to get things done.

- Achievement/Effort — Job requires establishing and maintaining personally challenging achievement goals and exerting effort toward mastering tasks.
- Initiative — Job requires a willingness to take on responsibilities and challenges.
- Persistence — Job requires persistence in the face of obstacles.
- Social Orientation — Job requires preferring to work with others rather than alone and being personally connected with others on the job.
- Analytical Thinking — Job requires analyzing information and using logic to address work-related issues and problems.
- Innovation — Job requires creativity and alternative thinking to develop new ideas for and answers to work-related problems.
- Leadership — Job requires a willingness to lead, take charge, and offer opinions and direction.

Skills and Abilities

Skills

- Active Listening — Giving full attention to what other people are saying, taking time to understand the points being made, asking questions as appropriate, and not interrupting at inappropriate times.
- Speaking — Talking to others to convey information effectively.
- Reading Comprehension — Understanding written sentences and paragraphs in work-related documents.
- Writing — Communicating effectively in writing as appropriate for the needs of the audience.
- Service Orientation — Actively looking for ways to help people.
- Time Management — Managing one's own time and the time of others.
- Coordination — Adjusting actions in relation to others' actions.
- Monitoring — Monitoring/Assessing performance of yourself, other individuals, or organizations to make improvements or take corrective action.
- Critical Thinking — Using logic and reasoning to identify the strengths and weaknesses of alternative solutions, conclusions, or approaches to problems.
- Judgment and Decision Making — Considering the relative costs and benefits of potential actions to choose the most appropriate one.
- Social Perceptiveness — Being aware of others' reactions and understanding why they react as they do.

Abilities

- Oral Comprehension — The ability to listen to and understand information and ideas presented through spoken words and sentences.
- Oral Expression — The ability to communicate information and ideas in speaking so others will understand.
- Written Comprehension — The ability to read and understand information and ideas presented in writing.
- Written Expression — The ability to communicate information and ideas in writing so others will understand.
- Near Vision — The ability to see details at close range (within a few feet of the observer).
- Speech Clarity — The ability to speak clearly so others can understand you.
- Speech Recognition — The ability to identify and understand the speech of another person.
- Information Ordering — The ability to arrange things or actions in a certain order or pattern according to a specific rule or set of rules (e.g., patterns of numbers, letters, words, pictures, mathematical operations).

- Problem Sensitivity — The ability to tell when something is wrong or is likely to go wrong. It does not involve solving the problem, only recognizing that there is a problem.
- Category Flexibility — The ability to generate or use different sets of rules for combining or grouping things in different ways.
- Deductive Reasoning — The ability to apply general rules to specific problems to produce answers that make sense.
- Inductive Reasoning — The ability to combine pieces of information to form general rules or conclusions (includes finding a relationship among seemingly unrelated events).
- Selective Attention — The ability to concentrate on a task over a period of time without being distracted.

Knowledge

- Administrative — Knowledge of administrative and office procedures and systems such as word processing, managing files and records, stenography and transcription, designing forms, and workplace terminology.
- English Language — Knowledge of the structure and content of the English language including the meaning and spelling of words, rules of composition, and grammar.
- Computers and Electronics — Knowledge of circuit boards, processors, chips, electronic equipment, and computer hardware and software, including applications and programming.
- Customer and Personal Service — Knowledge of principles and processes for providing customer and personal services. This includes customer needs assessment, meeting quality standards for services, and evaluation of customer satisfaction.
- Administration and Management — Knowledge of business and management principles involved in strategic planning, resource allocation, human resources modeling, leadership technique, production methods, and coordination of people and resources.

DISCLAIMER: This job description is not an employment agreement or contract. Management has the exclusive right to alter this job description at any time without notice.

APPROVAL AND ACKNOWLEDGEMENT

 Manager's Name

 Title

 Manager's Signature

 Date

 Employee's Name

 Title

 Employee's Signature

 Date

The City of Elkins is an Equal Opportunity Employer including disability and protected veteran status



CITY OF ELKINS AGENDA ITEM REPORT

Meeting Date:	May 19, 2025
Section:	New business
Category:	Action Item
Agenda Item Name:	Approval of Transitioning Current Wastewater Administration Assistant, from Part-Time Status to Full-Time Status
Recommended By:	Whitney L. Hymes-Wastewater Superintendent/Chief Operator
Summary:	Approval of transitioning current Administration Assistant, Jasmine Mallow, from part-time status (936HR/year OR 18HRS/week) to full-time status (1664HRS/year OR 32HRS/week).
Fiscal Impact:	A full-time Wastewater Administrative Assistant position (1664HRS/Year) was included in the FY2026 Budget.
Recommendation:	Consider for Approval
Attachments:	None



CITY OF ELKINS AGENDA ITEM REPORT

Meeting Date:	May 19, 2025
Section:	New business
Category:	Action Item
Agenda Item Name:	Purchase of 2025 John Deere 331P Skid Steer with Fork, Bucket, and Boom Lift Attachments through established Sourcewell Program
Recommended By:	Whitney L Hymes - Wastewater Superintendent/Chief Operator
Summary:	<p>The proposal supplied is for a 2025 John Deere 331P Compact Track Loader with the following attachments: 48" forks, foundry bucket, and boom lift for use at the Wastewater Department.</p> <p>A compact track loader is a versatile and essential piece of equipment in various industries like construction, landscaping, and agriculture, due to its unique combination of power, maneuverability, and adaptability. Its compact size and ability to perform zero-radius turns make it ideal for tight spaces where larger equipment cannot operate, and its numerous attachments allow it to handle a wide range of tasks.</p> <p>Versatility: Compact track loaders can be equipped with various attachments to perform tasks like but not limited to digging, grading, lifting, hauling, and snow removal.</p> <p>Maneuverability: Their unique steering system allows them to turn in extremely tight spaces, making them ideal for congested areas or jobs with limited room.</p> <p>Speed: They can move quickly and efficiently, allowing operators to complete tasks faster than larger equipment.</p> <p>Cost-effective: They can handle multiple tasks, potentially reducing the need for multiple machines on a job site, saving on investment costs and labor.</p> <p>Safety: Their compact size and maneuverability can make them safer to operate in tight spaces compared to larger machines.</p> <p>Wide range of applications:</p>



CITY OF ELKINS AGENDA ITEM REPORT

	<p>From construction and landscaping to agriculture, skid steers are used in a variety of industries and for many different purposes.</p>
<p>Fiscal Impact:</p>	<p>Purchase through Sourcewell Contract City of Elkins (Agency Number: 210943) John Deere Contract Number 011723-JDC https://www.sourcewell-mn.gov/cooperative-purchasing/011723-JDC</p> <p>Purchase Price: \$87,000 60-Month Lease Program Monthly Payment: \$1,696.90 (1st Payment is Required Up Front)</p> <p>FY2026 Budget reflects the purchase of compact track loader.</p> <p>Please see the attached detail sheet for further information.</p>
<p>Recommendation:</p>	<p>3rd Option Listed: 60-Month Lease UNLIMITED Hours Per Year 60 Monthly Payments In Advance Purchase Option: \$1.00 (At the End of the 60-Month Lease) Estimated Monthly Payment: \$1,696.90</p> <p>Please see the attached detail sheet for further information.</p>
<p>Attachments:</p>	<ol style="list-style-type: none"> 1. CITY OF ELKINS WASTEWATER - 331P 2. Quote for 2025 John Deere 331P Skid Steer With Attachments 3. John Deere Contract 011723



Prepared For CITY OF ELKINS
 CITY HALL
 ELKINS, WV 26241
 Work Phone: +US (304) 3384300

Prepared By BOBBY GREGORY
 80 John Deere Lane
 Norton, WV 26285

Quote ID 991112
 Created On 13-May-2025
 Expiration Date 28-May-2025

Gregoryrobert@lec1.com

Quote Summary

Equipment Summary	Suggested List	Selling Price	Qty in Group	Extended
New 2025 JOHN DEERE CAB/AC, HI-FL, QT, 2SPD, EH, 18"ZZ TRKS, RADIO, 84"BKT 00UOT-1T0331PAKSFB09519	111,067.00	77,746.90		77,746.90
DEALER PROVIDED ITEMS - INCLUDES FREIGHT, PDI, FORKS, BOOM ATTACHMENT, AND BUCKET	0.00	9,253.10		9,253.10
Equipment Total				\$87,000.00

Quote Summary

Total Selling Price	\$87,000.00
Sub-total Inc. Tax	\$87,000.00
Balance Due	\$87,000.00

* Tax exempt fee

Salesperson : X _____

Accepted By : X _____



Selling Equipment

Quote Id 991112
Customer CITY OF ELKINS

New 2025 JOHN DEERE CAB/AC, HI-FL, QT, 2SPD, EH, 18"ZZ TRKS, RADIO, 84"BKT 00U0T - 1T0331PAKSFB09519

Equipment Notes	---	Suggested List
Hours	1	\$111,067.00
Serial Number	1T0331PAKSFB09519	Selling Price
Stock Number	49300	\$77,746.90
PUK Parent Serial #		

Base and Options		Unit Selling Price	\$111,067.00
00U0T	New 2025 JOHN DEERE CAB/AC, HI-FL, QT, 2SPD, EH, 18"ZZ TRKS, RADIO, 84"BKT 00U0T	1	110,150.00
0202	United States	1	0.00
0259	English Operator's Manual	1	0.00
0351	Translated Text Labels	1	0.00
0515	Level 2 Package - Std Cab A/C, 2Spd, ISO-H Max, Hi Flow, SL, No RC, Power QT, Air Seat, Std Lts, Std Fan, Std Display, Radio W/Mic	1	0.00
0950	Less Vision System	1	0.00
1100	Less Detection System	1	0.00
1362	2-Inch Seat Belt with Shoulder Harness	1	0.00
183N	JDLink™	1	0.00
5608	Wide Zig-Zag Bar Track - 17.7 In. (450 mm)	1	0.00
8046	Counterweight, (Single Set)	1	414.00
8049	Engine Air Precleaner	1	503.00
Customer Discounts		Unit Discount Amount	(\$33,320.10)
SOURCEWELL DISCOUNT			33,320.10
Total Selling Price			\$77,746.90



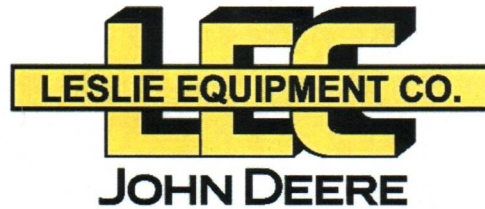
Selling Equipment

Quote Id 991112
Customer CITY OF ELKINS

DEALER PROVIDED ITEMS - INCLUDES FREIGHT, PDI, FORKS, BOOM ATTACHMENT, AND BUCKET

Equipment Notes	---	Suggested List
Hours	---	\$0.00
Serial Number	---	Selling Price
Stock Number	---	\$9,253.10
PUK Parent Serial #		

Base and Options		Unit Selling Price	\$0.00
1	DEALER PROVIDED ITEMS - INCLUDES FREIGHT, PDI, FORKS, BOOM ATTACHMENT, AND BUCKET	1	0.00
Customer Discounts		Unit Discount Amount	\$9,253.10
Customer Discount			(9,253.10)
Total Selling Price			\$9,253.10



Quote prepared for :

City of Elkins Waste Water

**2025 JOHN DEERE 331P
Compact Track Loader
Forks ,Bucket, boom lift**

\$87,000.00

Date of Initial Quote: May 8, 2025
 Prepared For: CITY OF ELKINS - WASTEWATER
 Dealer Name: Leslie Equipment Co.
 All quotes expire at the end of the calendar month.



Equipment	New 2025 331P	New 2025 331P	New 2025 331P
Current Hour Reading	1	1	1
Financing	60 Month Lease 600 Hours Per Year 60 Monthly Payments In Advance Purchase Option: \$29,712.64	60 Month Lease 1,000 Hours Per Year 60 Monthly Payments In Advance Purchase Option: \$20,933.91	60 Month Lease UNLIMITED Hours Per Year 60 Monthly Payments In Advance Purchase Option: \$1.00
Warranty	Comprehensive 24 Months 2,000 Hours	Comprehensive 24 Months 2,000 Hours	Comprehensive 24 Months 2,000 Hours
Comments			
Estimated Payment	\$1,348.01	\$1,467.49	\$1,696.90
Refundable Security Deposit	\$1,750.00	\$1,750.00	\$1,750.00

This quote is provided to you on a confidential basis.
 You are strictly prohibited from sharing this quote
 with unrelated third parties.



Offer subject to credit approval.
 Property taxes are not included in this quote.

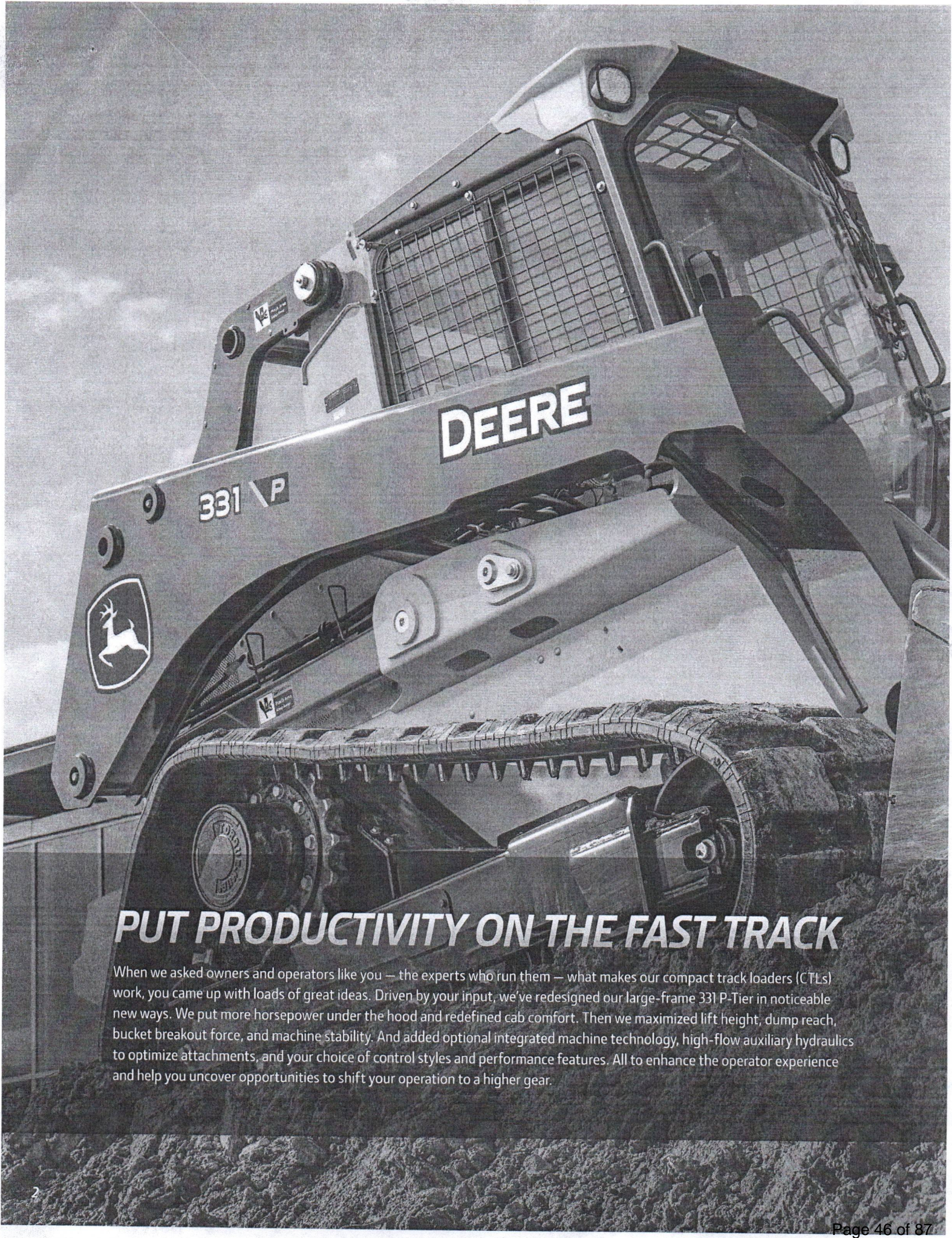
331 P

Compact Track Loader



JOHN DEERE





331 P

DEERE

PUT PRODUCTIVITY ON THE FAST TRACK

When we asked owners and operators like you — the experts who run them — what makes our compact track loaders (CTLs) work, you came up with loads of great ideas. Driven by your input, we've redesigned our large-frame 331 P-Tier in noticeable new ways. We put more horsepower under the hood and redefined cab comfort. Then we maximized lift height, dump reach, bucket breakout force, and machine stability. And added optional integrated machine technology, high-flow auxiliary hydraulics to optimize attachments, and your choice of control styles and performance features. All to enhance the operator experience and help you uncover opportunities to shift your operation to a higher gear.

331 P-TIER COMPACT TRACK LOADER

FEATURES

Packed for productivity

Impressive power increase to 98 gross horsepower packed into a proven compact frame helps the 331 P-Tier CTL effortlessly push through the most demanding tasks. Plus it can capably maneuver around a wide range of jobsites and also transports easily.

All about the operator

Next-generation cab filled with ergonomic creature comforts like a premium heated/ventilated seat, low-effort joystick controllers with adjustable performance modes, 25-button sealed-switch module to streamline settings, and deluxe LCD monitor puts operators of all skill levels at ease. Larger glass area increases visibility for the operator. Sealed and pressurized to minimize dust and noise, the cab is also isolated from the frame for a smooth ride.

Take control your way

Electrohydraulic (EH) ISO-pattern joystick controls that allow customized machine operations based on operator preference come standard. EH four-way controls, including EH foot control, ISO joystick control, H-pattern joystick control, and ISO and foot controls, are optional.

Repeat performance

Shorten cycle times and speed production in repetitive boom applications with the optional EH boom performance package that automates functions.

Flex your attachment muscle

Equip your 331 P-Tier with your choice of over 100 available John Deere attachments to boost the versatility of your fleet. Expanded mulching head and cold planer models can help open up new work opportunities.



**POWER BOOST
TO 98 HP PUSHES
PRODUCTIVITY**

Elevated expectations

Vertical-lift boom combines height and reach at the top of the lift path with outstanding stability. Rated operating capacity of 3,150 pounds allows this CTL to precisely place pallets and muscle heavy materials.

Load warrior

Height to hinge pin of 11 feet enables the 331 P-Tier to easily load tandem-axle dump trucks, fill hoppers, and feed mixers. Additional reach comes in handy for moving pallets of pavers or other weighty cargo.

Improve your grades

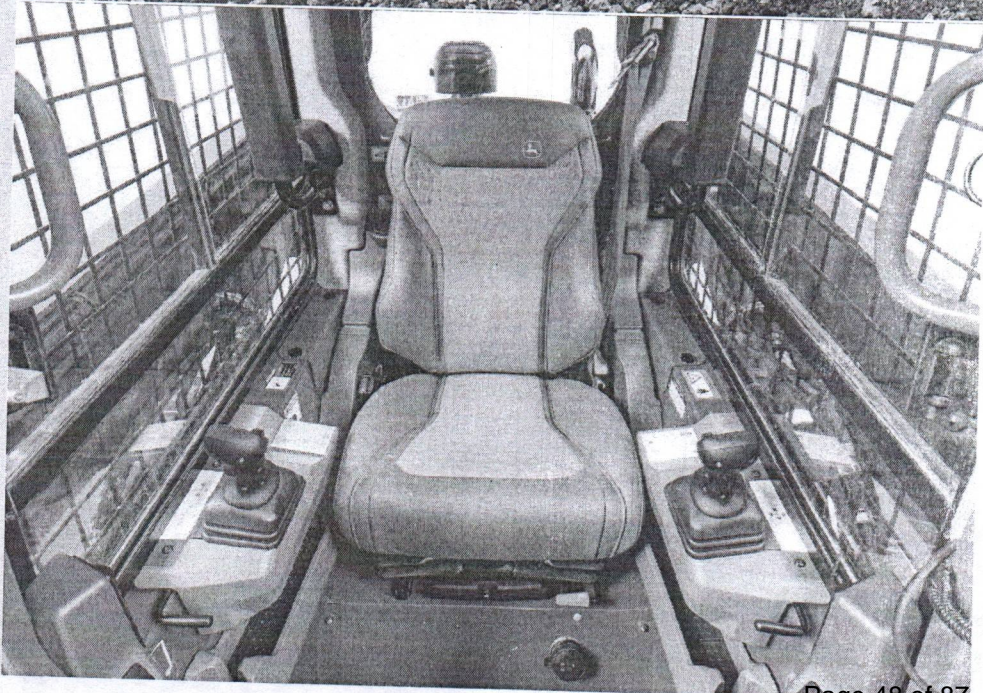
Optional Onboard Grade Indicate provides a real-time readout of cross-slope (machine roll) and mainfall slope (machine pitch) on the in-cab monitor. Reference absolute value, or machine relationship to an absolute flat plane, to easily grade a flat pad. Access relative value, or machine relationship to the existing grade, to steepen that grade.

In a whole new light

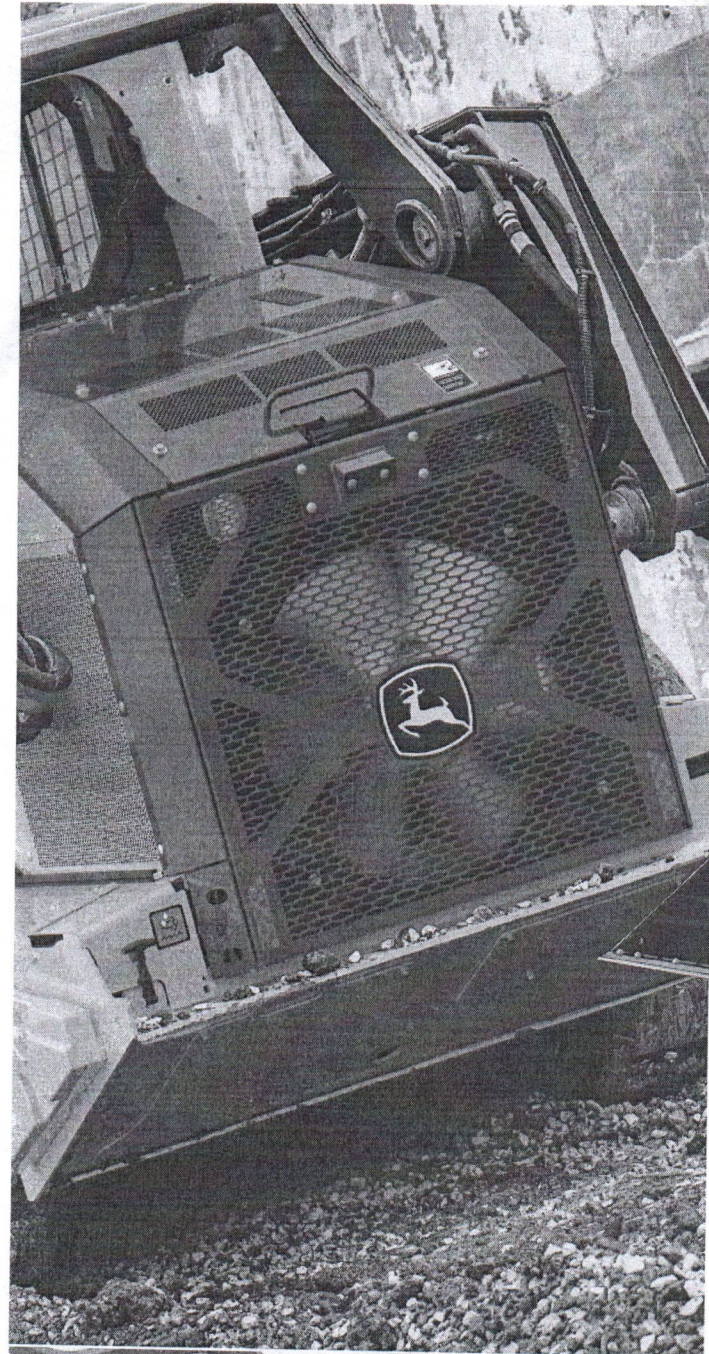
Opt for a new 8-inch touch-screen display to clearly access and monitor vital machine data. Optional LED side lighting, rear-view camera, and Surround View further enhance jobsite visibility.

Run long

Increased tank capacity for both fuel and diesel exhaust fluid (DEF) lets you run all day without having to refill. Tilt the hood up for simple ground-level access to the dipstick, filters, and fuel and fluid fills. Convenient cab-footwell access helps speed cleaning.



331 P-TIER COMPACT TRACK LOADER



**OPTIONAL ONBOARD
GRADE INDICATE**
EASES GRADING ON
SLOPES & FLAT PADS

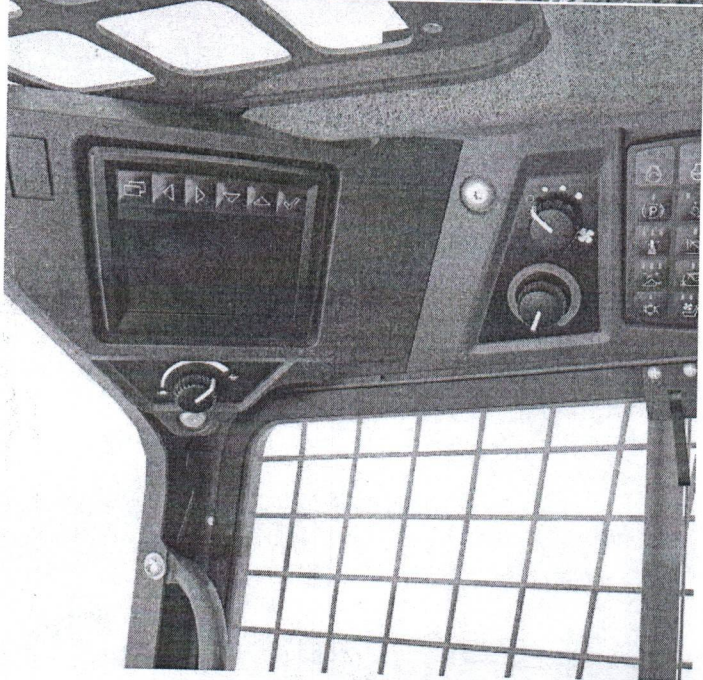
Safety features

Standard personal-protection features include in-cab-activated boom lock and triple-interlock system that detects the presence of the operator.

Connected machines

John Deere construction equipment comes with in-base connectivity — free from subscriptions or annual renewals. Analyze critical machine data, track utilization, review diagnostic alerts, and more from **the John Deere Operations Center™**. The Operations Center also enables **John Deere Connected Support™**, which uses data from thousands of connected machines to proactively address issues before they arise. With your approval, your dealer can also remotely monitor machine health, diagnose problems, and even update machine software without a trip to the jobsite.*

*Availability varies by region and product. Options not available in every country.



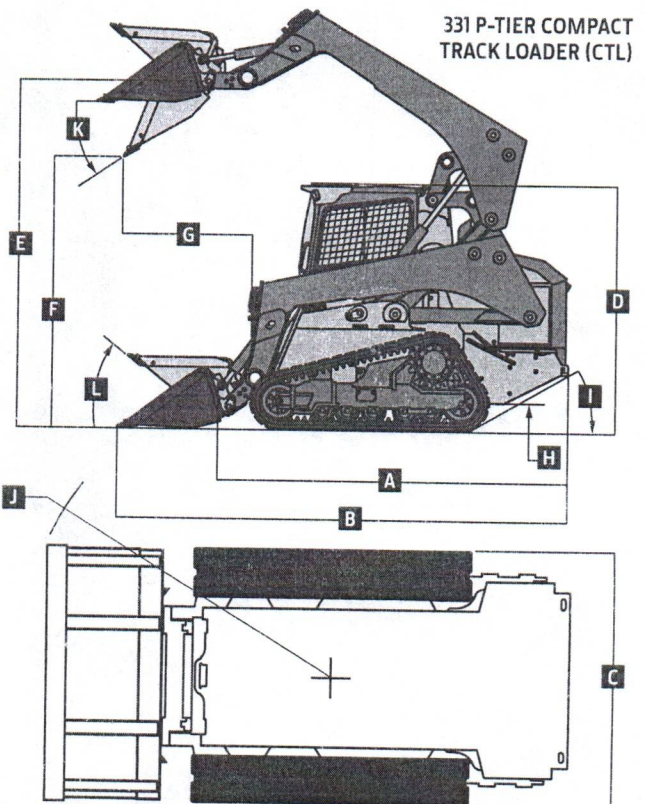
331

P

331 P-TIER COMPACT TRACK LOADER SPECIFICATIONS

While general information, pictures, and descriptions are provided, some illustrations and text may include product options and accessories NOT AVAILABLE in all regions, and in some countries products and accessories may require modifications or additions to ensure compliance with the local regulations of those countries.

Engine		331 P-TIER	
Manufacturer and Model	Yanmar 4TNV94FHT	Peak Torque	382 Nm (281.8 ft.-lb.) at 1,700 rpm
Non-Road Emission Standard	EPA Final Tier 4/EU Stage IV	Displacement	3.1 L (186.3 cu. in.)
Cylinders	4	Torque Rise	47% at 1,700 rpm
Gross Rated Power (ISO 14396)	73.0 kW (98 hp) at 2,500 rpm	Aspiration	Turbocharged, intercooled
Net Peak Power (SAE J1349 / ISO 9249)	70.8 kW (95 hp) at 2,500 rpm	Air Cleaner	Dry dual element
Cooling			
Fan Type	Variable-speed hydraulic drive standard / reversing fan drive optional		
Powertrain			
Pump	Axial-piston hydrostatic	Travel Speeds (continued)	
Controls	Electrohydraulic	Optional 2 Speed, High	13.7 km/h (8.5 mph)
Travel Speeds		Brake	Integral, automatic, spring-applied, hydraulically released wet-disc brake
Optional 2 Speed, Low	8.9 km/h (5.5 mph)		
Undercarriage			
Rubber Tracks	New-Generation smooth-ride long-life rubber with steel inserts	Ground Pressure (continued)	
Track Width		With Optional 400-mm (15.8 in.) Track	35.2 kPa (5.1 psi)
Standard	400 mm (15.8 in.)	Track Rollers (per side)	5 triple-flange smooth-ride all-steel rollers
Optional	450 mm (17.7 in.)	Track Idlers (per side)	2 double-flange smooth-ride all-steel rollers
Ground Pressure		Tractive Effort	5221 kgf (11,500 lbf)
With Standard 450-mm (17.7 in.) Track	31.7 kPa (4.6 psi)		
Hydraulics			
Pump Flow		Hydraulic Horsepower Flow (calculated)	
Standard	94.6 L/m (25 gpm)	Standard	37.5 kW (50.3 hp)
Total With High-Flow Option	147.6 L/m (39 gpm)	High	58.5 kW (78.5 hp)
System Pressure at Couplers	23 787 kPa (3,450 psi)		
Cylinders			
Type	John Deere heat-treated, chrome-plated, polished cylinder rods, hardened steel (replaceable bushings) pivot pins		
Electrical			
Voltage	12 volt		
Battery Capacity	950 CCA		
Alternator Rating	120 amp		
Lights	Halogen: 2 front and 1 rear standard / deluxe LED: 4 front and 1 rear optional		
Operator's Station			
ROPS (ISO 3471) / FOPS (ISO 3449) structure with quick-pivot standard			
Serviceability			
Refill Capacity			
Fuel Tank	111.7 L (29.5 gal.)		
Operating Weights			
With Standard 450-mm (17.7 in.) Track	5409 kg (11,914 lb.)	5.96 tons	
Machine Dimensions			
A Length Without Bucket	3.17 m (125 in.) (10 ft. 5 in.)		
B Length With Foundry Bucket	3.84 m (151.2 in.) (12 ft. 7 in.)		
C Width Without Bucket			
With 400-mm (15.8 in.) Track	2.00 m (78.9 in.) (6 ft. 7 in.)		
With 450-mm (17.7 in.) Track	2.05 m (80.7 in.) (6 ft. 9 in.)		
D Height to Top of ROPS	2.22 m (87.4 in.) (7 ft. 3 in.)		
E Height to Hinge Pin	3.35 m (132 in.) (11 ft. 0 in.)		
F Dump Height With Foundry Bucket	2.69 m (106.1 in.) (8 ft. 10 in.)		
G Dump Reach			
With Foundry Bucket	0.74 m (29 in.)		
With Construction Bucket (no edge)	0.92 m (36.2 in.) (3 ft. 0 in.)		
H Ground Clearance	0.25 m (9.8 in.)		
I Angle of Departure	30 deg.		
J Front Turn Radius With Foundry Bucket	2.18 m (86 in.) (7 ft. 2 in.)		
K Dump Angle (full lift height)	48 deg.		
L Bucket Rollback (ground level)	35 deg.		



331 P-TIER COMPACT TRACK LOADER SPECIFICATIONS

331

P

While general information, pictures, and descriptions are provided, some illustrations and text may include product options and accessories NOT AVAILABLE in all regions, and in some countries products and accessories may require modifications or additions to ensure compliance with the local regulations of those countries.

Loader Performance	331 P-TIER	
Bucket Type		
Tipping Load With Construction Bucket	4086 kg (9,000 lb.)	
SAE Rated Operating Capacity With Construction Bucket		
At 35% Tipping Load	1430 kg (3,150 lb.)	
At 50% Tipping Load	2043 kg (4,500 lb.)	
Breakout Force	<i>With Foundry Bucket</i>	
Boom	3042 kg (6,700 lb.)	<i>With Construction Bucket</i>
Bucket	4994 kg (11,000 lb.)	2724 kg (6,000 lb.)
		3859 kg (8,500 lb.)

Additional equipment

Key: ● Standard ▲ Optional or special
See your John Deere dealer for further information.

331 P Engine

- Meets EPA Final Tier 4/EU Stage IV emissions
- Yanmar 4TNV94FHT
- Auto-idle
- Automatic fan tensioner
- Automatic preheat
- Electronic injection system
- ▲ Engine air precleaner kit
- Fuel tank, 111.7 L (29.5 gal.)
- John Deere COOL-GARD™ II Extended-Life Engine Coolant
- John Deere Plus-50™ 10w30 initial engine oil fill⁶
- 4-cylinder, 73.0 kW (98 gross hp)/70.8 kW (95 net hp), 3.1-L (186.3 cu. in.) displacement
- 5-micron primary fuel filter and water separator
- ▲ Cold-weather starting package

Cooling System

- Coolant surge tank
- Variable-speed hydraulically driven fan cooling system
- ▲ Reversing fan drive

Powertrain

- High-torque heavy-duty planetary-reduction final drive
- Automatic spring-applied hydraulically released wet-disc park brake
- Wet-disc brakes
- Transmission, 2 speed

Hydraulic System

- John Deere hydraulic cylinders with cushioned boom cylinders
- John Deere heat-treated, chrome-plated cylinder rods with replaceable bushings
- Connect-under-pressure auxiliary couplers
- Quick-check hydraulic fluid-level sight glass
- 1,000-hour, 5-micron hydraulic filter
- ▲ High-flow hydraulics
- Axial-piston hydrostatic pump

Electrical

- Automatic engine/hydraulic shutdown protection system
- Auxiliary hydraulics operator-presence system
- Courtesy lighting
- Deluxe instrumentation monitor with: Operator-selectable monitoring – Hour meter, engine rpm,

331 P Electrical (continued)

battery voltage, diagnostics, monitor configuration, engine coolant temperature, hydraulic oil temperature / LED warning indicators – Glow plug, seat switch, seat belt, door open, auxiliary hydraulics, park brake engaged, 2-speed engaged, stop, low engine oil pressure, engine coolant over-temperature, battery not charging, air filter restriction, and hydraulic filter restriction

- ▲ Deluxe LED lighting package with additional cab-integrated side lights (2)
- Front and rear halogen work lights
- Triple-interlock operator-presence control system
- Backup alarm
- Battery, 950 CCA
- Horn
- ▲ Hazard warning lights
- ▲ Strobe light, amber

Operator's Station

- Deluxe cab headliner
- Electrohydraulic (EH) ISO-pattern joystick controls
- ▲ ISO-H switchable joystick controls and EH joystick performance package*
- ▲ 4-way switchable controls include EH foot control, ISO joystick control, H-pattern joystick control, and ISO and foot controls

- ▲ Onboard grade indication: Grade-control option delivers onboard readout within LCD monitor that provides slope of blade (cross-slope direction) and mainfall (fore/aft direction) within ±0.5-percent accuracy

- Keyless-start sealed-switch module with integrated anti-theft system and operator memory preference settings

- Electronic push-button auxiliary controls
- Pull-down adjustable lap bar
- Quick-pivot ROPS
- Rear window
- Removable top window
- ▲ Sliding/locking/removable glass side windows
- ROPS/FOPS operator structure
- ▲ Glass cab enclosure
- Seat belt, 51 mm (2 in.), retractable
- ▲ Shoulder belt, 51 mm (2 in.) or 76 mm (3 in.)
- ▲ Severe-duty cab door and wiper system

331 P Operator's Station (continued)

- Vinyl mechanical-suspension seat
- ▲ Vinyl air-ride seat
- ▲ High-back cloth air-ride seat, heated and ventilated
- 12-volt power port / Dome light / Cargo storage / Beverage holder
- ▲ Air conditioning with heater/defroster
- ▲ AM/FM radio with auxiliary input and Bluetooth® for audio streaming and hands-free calling
- ▲ Floor mat with left footrest
- Rearview mirror
- ▲ Rearview camera
- ▲ Surround View

Loader

- In-cab boom lockout to secure loader before exiting seat
- Patented John Deere Quik-Tatch™ (no grease required)
- ▲ Power Quik-Tatch
- Patented John Deere vertical-lift boom
- ▲ Hydraulic self-leveling on/off and ride control

Other

- Convenient front and rear tie-downs
- Environmental drains for all fluid reservoirs
- ▲ Chrome exhaust stack
- ▲ Engine oil/hydraulic fluid-sampling kit
- ▲ Forestry protection packages
- ▲ Heavy-duty rear grille
- ▲ Rear counterweights (available in sets of 1, 2, or 3), 78 kg (172 lb.) (each set)
- ▲ 3-point lift kit
- ▲ SMV sign kit
- Track, 450-mm (17.7 in.) wide
- ▲ Track, 400-mm (15.8 in.) wide
- JDLink™ wireless communication system (available in specific countries; see your dealer for details)

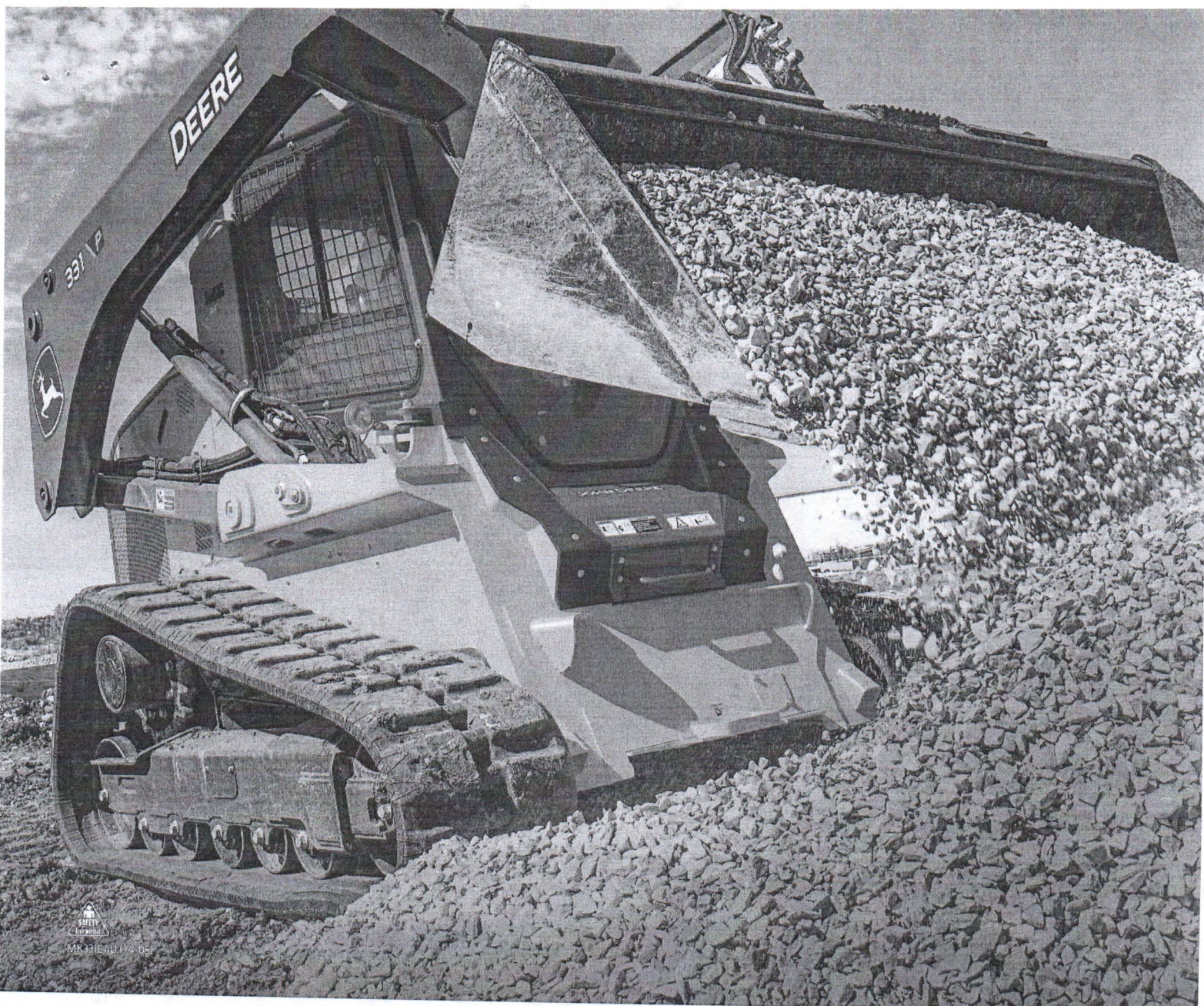
⁶500-hour engine oil-change intervals when John Deere Plus-50 oil and John Deere oil filter are used.

*EH joystick performance package features switchable accelerator/decelerator, selectable propel speeds, creep control, boom- and bucket-speed settings, and 12-volt 3- and 14-pin attachment-control harness with dash-mounted 4th-function rocker switch.

†EH boom performance package features include EH bucket self-level up and down, return to dig, return to carry, and boom-height kick-out.

While general information, pictures, and descriptions are provided, some illustrations and text may include product options and accessories NOT AVAILABLE in all regions, and in some countries products and accessories may require modifications or additions to ensure compliance with the local regulations of those countries.

Net engine power is with standard equipment including air cleaner, exhaust system, alternator, and cooling fan, at standard conditions per SAE J1349 and DIN 6270B, using No. 2-D fuel at 35 API gravity. Gross power is without cooling fan. Specifications and design subject to change without notice. Wherever applicable, specifications are in accordance with SAE standards. Except where otherwise noted, these specifications are based on a unit with standard equipment, full fuel tank, and 79-kg (175-lb.) operator.




MK 331L AU 1/24-05

 **JOHN DEERE**

**Solicitation Number: RFP # 011723****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and John Deere Construction Retail Sales a division of John Deere Shared Services LLC, DBA John Deere Construction Retail Sales, 1300 River Drive, Moline, IL 61265 (Supplier).

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

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

1. TERM OF CONTRACT

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires April 14, 2027, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.
- C. **SURVIVAL OF TERMS.** Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

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

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

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

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

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

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

3. PRICING

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

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

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

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. The John Deere Warranty Statement describes covered items and services when returning Damaged Equipment and

Products. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

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

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

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

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

4. PRODUCT AND PRICING CHANGE REQUESTS

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

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

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

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

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

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

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

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

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

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

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

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

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

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

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

7. CUSTOMER SERVICE

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

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

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

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

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

The Report must contain the following fields:

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

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Supplier will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee. Any state that requires a Sourcewell participating addendum with an additional admin fee, we reserve the right to reduce the list price discount to accommodate this additional fee.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

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

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

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

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

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

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

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

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

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

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

11. INDEMNITY AND HOLD HARMLESS

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

12. GOVERNMENT DATA PRACTICES

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

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

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

- a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.
- b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

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

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

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

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

14. GOVERNING LAW, JURISDICTION, AND VENUE

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

15. FORCE MAJEURE

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

16. SEVERABILITY

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

17. PERFORMANCE, DEFAULT, AND REMEDIES

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

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

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

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

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

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

18. INSURANCE

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

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

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

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

Minimum limits:

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

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

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

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

Minimum Limits:

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

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for products liability-completed operations

\$2,000,000 general aggregate

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

Minimum Limits:

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

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

Minimum Limits:

\$2,000,000

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

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

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

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

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

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

D. WAIVER OF SUBROGATION. Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier.

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

19. COMPLIANCE

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

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

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

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

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

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

Intentionally Omitted.

22. CANCELLATION

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

Sourcewell

**John Deere Construction Retail Sales a
division of John Deere Shared Services LLC,
DBA John Deere Construction Retail Sales**

DocuSigned by:
Jeremy Schwartz
C0FD2A139D06489...
By: _____
Jeremy Schwartz
Title: Chief Procurement Officer
Date: 4/4/2023 | 2:30 PM CDT

DocuSigned by:
Mark Oliver
1CAF73242BB647F...
By: _____
Mark Oliver
Title: Manager Contract Sales
Date: 4/5/2023 | 8:05 AM CDT

Approved:

DocuSigned by:
Chad Coquette
7E42B8F817A64CC...
By: _____
Chad Coquette
Title: Executive Director/CEO
Date: 4/5/2023 | 8:20 AM CDT

RFP 011723 - Heavy Construction Equipment with Related Attachments and Technology

Vendor Details

Company Name: John Deere Shared Services LLC

Does your company conduct business under any other name? If yes, please state: John Deere Construction Retail Sales a division of John Deere Shared Services LLC

Address: 1300 River Drive
Moline, IL 61265

Contact: Brooke DeVol

Email: ForsbergBrookeL@JohnDeere.com

Phone: 309-207-0431

HST#: 36-2382580

Submission Details

Created On: Monday November 28, 2022 09:24:58

Submitted On: Thursday January 12, 2023 14:48:05

Submitted By: Brooke DeVol

Email: ForsbergBrookeL@JohnDeere.com

Transaction #: 17731346-34ec-484a-83d5-3fc1c1f49270

Submitter's IP Address: 165.225.57.43

Specifications

Table 1: Proposer Identity & Authorized Representatives

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

Line Item	Question	Response *
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	John Deere Construction Retail Sales a division of John Deere Shared Services LLC
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	Not Applicable
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	John Deere Construction Retail Sales JDCRS John Deere Construction & Forestry
4	Provide your CAGE code or Unique Entity Identifier (SAM):	Cage Code: 3PSD7 UEI: ED9BLXH3Hg21
5	Proposer Physical Address:	1300 River Drive Moline, IL 61265
6	Proposer website address (or addresses):	www.deere.com
7	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):	Mark Oliver, Manager Contract Sales 1300 River Drive Moline, IL 61265 OliverMarkR@JohnDeere.com 309-748-3418
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Brooke DeVol, Contract Administrator 1300 River Drive Moline, IL 61265 ForsbergBrookeL@JohnDeere.com 309-207-0431
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Mark Oliver, Manager Contract Sales 1300 River Drive Moline, IL 61265 OliverMarkR@JohnDeere.com 309-748-3418

Table 2: Company Information and Financial Strength

Line Item	Question	Response *
10	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>We Run Like No Other. We conduct business essential to life. Running for the people who trust us and the planet that sustains us, we create intelligent connected machines that enable lives to leap forward.</p> <p>See our higher purpose: https://www.deere.com/en/our-company/higher-purpose/</p> <p>John Deere customers are at the center of everything we do. We rely on more than 180 years of experience and terabytes of precision data to know them and their businesses better than anyone else. Our easy-to-use technology helps deliver results they see in the field, on the job site, and on the balance sheet. We ensure seamless access to parts, services, and performance upgrades from take home to trade-in by providing world-class support throughout the lifecycle of their equipment, with productivity and sustainability always in mind.</p> <p>We never forget that we're here to help life leap forward.</p> <p>Deere & Company at a glance: https://www.deere.com/assets/pdfs/common/our-company/deere-&-company-at-a-glance.pdf</p>

11	What are your company's expectations in the event of an award?	Our expectation, if we are awarded, is to continue working with Sourcewell to provide governmental customers the best option for acquiring our Construction and Compact Construction products. The John Deere Governmental Sales Team will continue to train our dealers on how to present Sourcewell and the benefits the contract offers to continue growing our sales. Since our training plan was rolled out in late 2016, our sales on this contract have had significant growth and our expectation is to continue that trend in the market place.	*
12	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.	John Deere has a long history and attached in supplemental documents is our most recent annual report from 2021. Our 2022 fiscal year just concluded on October 31, 2022 and the annual report is not published at this time.	*
13	What is your US market share for the solutions that you are proposing?	While we do not publicly state market share position, John Deere Construction & Forestry holds a top level market share position across our entire product portfolio in the US.	*
14	What is your Canadian market share for the solutions that you are proposing?	While we do not publicly state market share position, John Deere Construction & Forestry holds a top level market share position across our entire product portfolio in Canada.	*
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No bankruptcy proceedings have taken place.	*
16	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	John Deere Construction Retail Sales (JDCRS) is based in Moline, IL and is responsible for growing sales in the governmental segment for the Construction & Forestry Division of John Deere. All employees of JDCRS are full time John Deere employees. This sales team is responsible for training our dealers on governmental business, contracts and sales processes. Specific to supporting the Sourcewell contract, the account managers, contract manager and sales support team are responsible for educating the dealers on the quoting, ordering and delivery process of products sold on the Sourcewell contract. All dealers are required to go through a contract training program either in person or virtually via Microsoft Teams to become an authorized seller on our contract. This process has been the main driver of our growth since it was launched in 2016. We do retain the right to sell direct if required or the dealer has not completed our training program. Upon award of this new contract, we are revamping our training process to leverage our John Deere University online training system to make it easier and more efficient for the dealer field staff to become trained and certified on the Sourcewell contract.	*
17	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.	John Deere maintains all licenses and certifications necessary to conduct its business around the world. This is supported by our Supply Management, Engineering, Safety, Accounting, Human Resources and Tax and Legal Departments. John Deere self-audits and has regular outside audits performed by Deloitte & Touche for compliance with all required licenses, certifications and regulations.	*
18	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	There are no suspensions or disbarments to note.	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *
19	Describe any relevant industry awards or recognition that your company has received in the past five years	John Deere has received numerous levels of recognition and awards worldwide for quality production standards, environmental responsibility, ethics, diversity, safety and corporate citizenship. Page 12 of the 2021 Annual Report (attached in the documents section of the response) showcases some of our business highlights and the list of 2021 Awards and Recognitions. Also, attached within the documents section is our 2021 Sustainability Report for John Deere.
20	What percentage of your sales are to the governmental sector in the past three years	Customer and segment specifics for John Deere sales are not shared publicly. For the industry as a whole that we participate in, approximately 10-15% of sales for Construction and Compact Construction Equipment are sold to governmental agencies across North American each year.
21	What percentage of your sales are to the education sector in the past three years	Our education sector sales is a low percentage of our total governmental business but education entities have utilized the Sourcewell contract previously. For construction and compact construction equipment it is generally reported as a local or state level sale.
22	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?	NASPO, as well as state participating addendums through this contract H-GAC TASB BuyBoard We also hold on average 5-10 individual state contracts outside of cooperative purchasing contracts. Sales figures are not publicly shared on any of these contracts.
23	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?	GSA DLA US Fish & Wildlife, IDIQ Sales figures are not publicly shared on any of these contracts.

Table 4: References/Testimonials

Line Item 24. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *
Murphy Tractor & Equipment; an authorized dealer with a vast customer base with Sourcewell purchases.	Cole Iverson VP of Sales	507-320-8826
Brandt Tractor Ltd.; an authorized dealer with a vast customer baes with Sourcewell purchases.	Lloyd Norminton Government Sales Manager	780-486-6786
RDO Construction Equipment MW; an authorized dealer with a vast customer base with Sourcewell purchases.	Jesse Miller Government Sales Manager	952-882-2752

Table 5: Top Five Government or Education Customers

Line Item 25. 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 *
New York State	Government	New York - NY	Sourcewell and Sourcewell participating addendum sales.	We averaged 172 sales per year over the last 3 years within the state of New York.	We averaged 19 million dollars per year over the last 3 years within the state of New York.
State of Ohio	Government	Ohio - OH	Sourcewell sales. Ohio STS contract was also held and is now expired. These sales are not publicly shared from our office. 2022 Q4 is our first full quarter of our Sourcewell PA contract being rolled out in Ohio.	Previous contracts in Ohio averaged 38-50 transactions per year.	Previous contracts in Ohio averaged 3-5 million dollars per year.
United States Air Force	Government	Pennsylvania - PA	DLA Military Sales	Not publicly shared from our office.	Not publicly shared from our office.
Florida Forest Service	Government	Florida - FL	Florida Forest Service contract	Not publicly shared from our office.	Not publicly shared from our office.
Louisiana DOT	Government	Louisiana - LA	State DOT contract	Not publicly shared from our office.	Not publicly shared from our office.

Table 6: Ability to Sell and Deliver Service

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

Line Item	Question	Response *
26	Sales force.	Sales is covered by our independent dealer network that has been trained and certified on the Sourcewell sales processes. We have dealer standards that require a minimum sales person to customer ratio to ensure proper sales coverage and response time.
27	Dealer network or other distribution methods.	There are nearly 400 dealer locations in the U.S., authorized to sell John Deere construction equipment products and another 60 covering Canada. There are roughly 1400 dealer locations in the U.S. authorized to sell compact construction equipment another 500 across Canada. These John Deere dealers sign contracts to sell and service John Deere products in their assigned areas. We have dealer standards that require a minimum sales person to customer ratio to ensure proper sales coverage and response time.
28	Service force.	This is covered fully by our dealers. Our dealers standard policy also has a minimum service technician to machine base ratio to ensure the best service and response time.
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	We have two processes for ordering products on our Sourcewell contract. The majority of our sales are ordered by authorized selling dealers that have been trained and certified by our John Deere Government Sales office. Upon delivery of an order we have a sales reporting automated process to capture the sales for reporting to Sourcewell. For dealers that may not be certified yet, our John Deere Government Sales office reserves the right to order direct.

30	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>A professional, capable, well-trained, well-capitalized dealer network is one of John Deere's competitive advantages. Our dealers, backed by John Deere, provide local customer support, repairs, maintenance and parts. John Deere has authorized dealers in all 50 U.S. states and all across Canada.</p> <p>There are nearly 400 dealer locations in the U.S., authorized to sell John Deere construction equipment products and another 60 covering Canada. There are roughly 1400 dealer locations in the U.S. authorized to sell compact construction equipment and another 500 across Canada. These John Deere dealers sign contracts to sell and service John Deere products in their assigned areas.</p> <p>We also have a certified technician training program to ensure quality service for our customers. There are also multiple regional parts depots across North America for the best parts availability in the industry.</p> <p>Dealers must submit an annual business plan that contains their commitment to effectively selling and supporting all potential customer in their area, including but not limited to commercial accounts, national accounts, and state, county, and local governmental agencies.</p> <p>Customer can count on John Deere construction dealers to support our products and customers.</p>	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	All areas of the U.S. will be served.	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	All areas of Canada that Sourcewell has a defined partner (such as Canoe) will also be served.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	All areas of the U.S. will be served. All areas of Canada that Sourcewell has a defined partner (such as Canoe) will also be served.	*
34	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?	<p>Any agency that John Deere defines as a governmental customer and is also eligible to be a Sourcewell member will qualify for the discounts on our contract. John Deere Construction & Forestry defines a governmental customer as the following:</p> <ol style="list-style-type: none"> 1. Federal, state/provincial, county, municipal and local governmental agencies 2. Hospitals and state/provincially accredited schools (both public and private) 3. Special government and/or taxing districts that have authority to levy taxes and/or issue tax free municipal bonds (ex. airports) 4. Governmental facilities run by independent management groups qualify only if a governmental agency issues the purchase order and retains ownership. Ownership by the management group voids discount eligibility. 5. Non-governmental utilities or departments or divisions of them that provide has, water, electrical, or telephone service directly to commercial or home users 6. Governmental agencies or departments or divisions of them that provide recycling or waste service directly to commercial or home users. Companies or departments or divisions of these utilities that do not provide service directly to commercial or home users do not qualify 7. North American Indian Tribal Councils 8. Non-profit agencies exempt from state/provincial and federal taxes 9. All Municipal Railroads 	*
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	The John Deere Construction & Forestry Division has assigned dealers in both Alaska and Hawaii. As is the case for the continental U.S. (CONUS), factory to dealer freight as well as local delivery by dealer to end-user will be quoted and invoiced for any applicable areas outside of the continental U.S. (CONUS). Location specific factors related to moves by ocean, barge, inland, etc. will affect final delivery date.	*

Table 7: Marketing Plan

Line Item	Question	Response *
36	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.	Since our "authorized selling dealer" initiative that was rolled out in late 2016, our marketing plan has focused on getting our dealer network to understand the power of cooperative purchasing, specially the Sourcewell contract. Our dealers are closer to the end use customers and understand their business and product needs better than our small team here in Moline, IL. Once we got the dealers fully bought in on the power, ease of use and importance of the contract, the sales numbers took off year over year. Our plan for the new contract is to continue this with our dealer network.
37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	John Deere has a great public website with information about our entire product line. We also have a link to a variety of governmental contracts that are available. In addition to those site, we also allow the customer to build their own machine online so they can see the options that are available before they contact their local dealer. https://www.deere.com/en/ https://www.deere.com/en/construction/ https://www.deere.com/en/government-and-military-sales/ https://www.deere.com/en/government-and-military-sales/state-and-local-purchasing/ https://configure.deere.com/cbyo/#/en_us/products Our marketing communications group runs a variety of social media promotions including a YouTube channel (https://www.youtube.com/user/JohnDeere) and Facebook page (https://www.facebook.com/JohnDeereUSCA). The message on these sites changes periodically but it is primarily focused on the benefits of the John Deere relationship and how we are close to our customer.
38	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?	From the John Deere perspective, there are three key components to promoting the Sourcewell contract: Sourcewell, John Deere Construction Retail Sales (JDCRS), and our dealer network across the US and Canada. Each has a key role to the success of the continued and incremental sales increases each year. Sourcewell's job is to continue to promote the brand to eligible members so they understand the basics of cooperative purchasing and the benefits of membership. JDCRS has the responsibility to train the dealers on sales processes (ceiling price, discount structure, ordering and delivering of products), how to determine if a customer is already a member and how to assist a customer that is not a member how to become a member. Our dealer's responsibility is to help identify the right product for the job and how to find the easiest, most cost effective way to source that product/solution. We believe that Sourcewell provides one of the best tools available to eligible customer and we will continue to promote that in our annual training. We work with our dealers and support them at any regional conference or training opportunity that helps promote the brand of all three entities. Open communication between all three parties is the key for future success and incremental sales gains on the next contract.
39	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.	We are investigating e-procurement options for certain product families in the future but those are not available at this time. Due to the customizable nature of products and services, there are many possible configurations for each model. Many build-code dependencies must be taken into consideration for a properly functioning machine to be built. For that reason, we feel it is best to contact the local dealer for machine configuration guidance prior to requesting a contract quote.

Table 8: Value-Added Attributes

Line Item	Question	Response *
40	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.	Training on equipment operation and safety is provided through the local dealer. At time of delivery, the dealer provides an introductory walk-around of the unit, explaining general operation and maintenance procedures, free of charge as part of the purchase. Additional product or specific system training is optional and quoted by the local dealer.

41	Describe any technological advances that your proposed products or services offer.	<p>John Deere C&F products offer a variety of technology solutions that work to eliminate rework, improve jobsite safety, counteract labor shortages and increase efficiency. Information on those initiatives is public and can be found at the following link: https://www.deere.com/en/technology-products/precision-construction-technology/</p> <p>There was also a magazine published in the Fall of 2021 that focused on technology and its place in our industry. A link to that publication is below.</p> <p>THE DIRT publication, Fall 2021. https://www.deere.com/assets/pdfs/common/industries/construction/publications/the-dirt-fall-2021-dkmag265c-cv.pdf</p> <p>John Deere has also published what is known as our "Leap Ambitions" and that is also public. Our strategy for the Construction & Forestry Division is by 2026, we will deliver:</p> <ul style="list-style-type: none"> • 20+ electric and hybrid-electric product models. • Earthmoving: Increase SmartGrade™ grade control adoption to 50%. • Forestry: Boost Intelligent Boom Control adoption to 100%. • Roadbuilding: Increase Precision Roadbuilding Solution adoption to 85%. <p>More information on our Leap Ambitions can be found at: https://www.deere.com/en/our-company/sustainability/sustainability-report/leap-ambitions/</p> <p>Technology advances in our products is vitally important and was on display at CES 2023 where our CEO was the keynote speaker on day 1. Information can be found at CES2023.deere.com</p>	*
42	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>John Deere has been very public with these initiatives and more can be found on our website in our most recently published Sustainability Report. https://www.deere.com/en/our-company/sustainability/sustainability-report/</p> <p>"Our next leap is ELECTRIC" is another informative piece discussing the future of electrification at John Deere. https://www.deere.com/en/our-company/electrification/</p>	*
43	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>In October 2022, John Deere received an award for the SBTi Validation of Greenhouse Gas Emission Reduction. https://www.deere.com/en/news/all-news/john-deere-receives-sbti-validation-of-greenhouse-gas-emission-reduction-targets/</p> <p>In 2021 John Deere acquired majority ownership of Kreisel Electric. https://www.kreiselelectric.com/johndeere/</p>	*
44	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.	<p>John Deere is committed to Supplier Diversity. Each year we submit to GSA a commercial plan that outlines our commitment to use WMBE's, SBE's, and other MBE's suppliers in support of our business.</p> <p>We also have signed on with two small business partners to learn about small business and partner with them to meet demand for products with a small business designation in the Federal market as well as help grow their businesses. Our partners are The Akana Group (Native American owned small business, small business, HUBZone certified) and Bravo (Service Disabled Veteran-Owned Business). If opportunities arise in the cooperative world for small business designation, we are prepared to grow that segment as well.</p>	*
45	What unique attributes does your company, your products, or your services offer to Sourcwell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcwell participating entities?	<p>John Deere has a very strong presence as a construction equipment and compact construction equipment provider. John Deere is also the world's leading manufacturer of agricultural equipment. Additionally, John Deere Financial is one of the largest equipment finance companies.</p> <p>Valuable Extras:</p> <ol style="list-style-type: none"> 1) Genuine John Deere Parts - highest quality parts for the highest quality equipment. <ul style="list-style-type: none"> -Regional parts depots strategically placed around North America for the best parts delivery response. 2) John Deere Connected Support – Allows customers to: <ul style="list-style-type: none"> - Monitor alerts for the machine remotely. - Monitor engine hours and utilization. - View machine location and get driving directions to the jobsite. - Monitor fuel level and idle time. 3) John Deere Connected Support – Allows dealers to: <ul style="list-style-type: none"> - Monitor alerts coming from the customers machine. - Remotely connect to a customers machine for real-time diagnostics. - Leverage Expert Alerts from John Deere to address potential future downtime. - Perform software updates from the dealership. 	*

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 *
46	Do your warranties cover all products, parts, and labor?	Construction equipment has basic warranty of 12 months/unlimited hours. The standard warranty general provisions including parts and labor is attached to this RFP submission. Compact construction equipment has a basic warranty of 24 months or 2,000hrs whichever occurs first.
47	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Extended warranty is available as a separate purchase, not on this RFP, through our local dealers. Extended warranty has a year and hour limitation with each purchase. An example is 3 year 5,000hr power train/hydraulics extended warranty option.
48	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	No, TTM is not covered within our warranty.
49	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	No, we can cover the entire U.S. and Canada with our dealer network.
50	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?	Third party warranties are handled by the original OEM of that attachment.
51	What are your proposed exchange and return programs and policies?	As noted in the standard warranty document, "John Deere will repair or replace, at its option, any parts... of a new John Deere product that, as delivered to the original retail purchaser(s), are defective in material or workmanship." See attached standard warranty document for full text explanation.
52	Describe any service contract options for the items included in your proposal.	John Deere does not offer any service contracts within this RFP. Service contracts and extended warranty options are available for customers from their local dealer and can be quoted to them at time of purchase.

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *
53	Describe your payment terms and accepted payment methods.	JDCRS' only option for payment terms is Net 30 Days for direct sales. Since the majority of our deals are purchased through one of our authorized dealers, there are financing options available (JD Financial) that can be negotiated before finalizing the deal. *
54	Describe any leasing or financing options available for use by educational or governmental entities.	<p>JDCRS (contract vendor) does not play a role in leasing, financing or payment terms other than Net 30 Days.</p> <p>John Deere Financial offers leasing/financing options. The John Deere Municipal Lease Purchase Plan is a special low-rate financing plan that is designed to provide flexibility of leasing while building equity toward ownership of the John Deere equipment. Any state or local government body, or their political subdivisions, having the power to tax may be eligible for the John Deere Municipal Lease Purchase Plan, subject to approval. *</p> <p>John Deere Financial also offers other leasing and financing options for governmental, educational and non-profit entities, subject to approval.</p> <p>All leasing and financing options are handled through the local dealer and John Deere Financial.</p> <p>The lease/finance provider funds the contract sales invoice within 30 days.</p>
55	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	Our John Deere dealers use approved applications in their business system to provide quotes to customers stating the approved contract discount rate. The quote contains terms and conditions for the quote and terms for payment when a PO is issued. For direct sales through our office similar documentation is used and is available in the document upload section. *
56	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?	P-card payments are accepted with a 3% processing fee added to the contract quote. P-card usage is to be made known at time of quote request. Customer PO must cover the added fee. *

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 *
57	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.	Each model will have a discount associated to it which applies to all options of that model fully configured, base coded attachments will have a separate discount schedule. Third party attachments (AT and BYT kits) are not part of this RFP proposal and are available for separate purchase by our dealer. The model and discount schedule is attached. Full current price pages will be submitted upon successful award. Any price changes or model updates will be submitted through the PnP process.
58	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.	Quotes are provided to the customer with a discount off of current list price. Quotes are price protected for a period of 30 days as long as a PO is received within that 30 day period. See attached pricing & discount schedule as well as the example quote for our proposal on this RFP.
59	Describe any quantity or volume discounts or rebate programs that you offer.	We offer two different volume discounts between our construction equipment (CE) portfolio and our compact construction equipment (CCE) portfolio due to the difference in acquisition costs of the larger construction equipment verses the smaller compact construction equipment. CE: 5-7 machines = 1%, 8-14 machines = 2%, 15+ machines = 3% CCE: 8-14 machines = 1%, 15+ machines = 3%
60	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.	Sourced or open market items are not part of our RFP response but we do allow dealers to quote these as dealer provided items as a separate line item on the quote. Discounts will not be applied to these open market items. Quotes for these products are negotiated directly through the customer and our dealer network.
61	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.	The following will not be included: 1. Dealer provided goods and services: Non-factory goods and services (third party items) will be quoted by dealer at the customers request. 2. Set-up and installation fees: These charges will be quoted by the dealer and are not part of this RFP. 3. Pre-Delivery Inspection (PDI): A PDI is performed on all new machine purchases to ensure proper fluid levels, check system pressures, verify accurate system operation, and cleaning of the unit prior to delivery. The cost of the PDI is quoted by the dealer and will vary by machine model and complexity. Taxes: Local taxes, if applicable, will be assessed.
62	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Freight, delivery and shipping are charged to the customer and added to the quote as separate line items.
63	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Freight, delivery and shipping are charged to the customer and added to the quote as separate line items just as they are for all participating entities. Travel that occurs by ocean, barge or inland may affect the delivery time of the machine.
64	Describe any unique distribution and/or delivery methods or options offered in your proposal.	If a customer has a unique request, we can review at that time, otherwise there are no unique methods offered in this RFP.

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
65	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	Sourcewell has become our most valued contract to our dealer network for governmental business. We will continue to use our best available discount schedule to support this contract.

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
66	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. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	Our dealers are required to participate in a contract sales training class to ensure they are promoting the contract per the Terms and Conditions of our RFP response. Dealers are made aware of how to obtain the effective price date of the contract, so the customer is being quoted accurately. Whenever there is a price change approved by Sourcewell, we communicate that information via our dealer bulletin process and post on our dealer microsite. We also use an automated settlement process where a dealer utilizes a program ID code so that we can accurately capture the sales each quarter for our internal review and submit to Sourcewell for the payment of our admin fee. We will also be launching a new quoting process to simplify the quoting process for many of our dealers to ensure accurate pricing per the terms and conditions of our contract.
67	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.	Upon award of this contract, we track the sales performance of each dealer group across the US and Canada to achieve our market share goals for construction equipment and compact construction equipment in the governmental segments. This has worked well for this contract to date, and we will continue to use this market share metric to keep our dealers accountable for performance.
68	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.)	We have had great success growing and expanding the utilization of this contract for all our dealers in the US and Canada and will continue this growth by providing a 0.5% admin fee to Sourcewell on all contract items. Third party attachments or non-contract items (dealer provided items) are not subject to the admin fee. The total calculated admin fee is payable each calendar quarter to Sourcewell.

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

Line Item	Question	Response *
69	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	We will be offering our complete line of construction equipment and compact construction equipment, as well as base coded attachments. Product families include Articulated Dump Trucks, Backhoes, Compact Track Loaders, Crawler Dozers, Crawler Loaders, Excavators, Compact Excavators, Tractor Loaders, Motor Graders, Skid Steer Loaders, Wheel Loaders and Compact Wheel Loaders. All services including product support, part support, and warranty work will be provided by our authorized dealers and not part of this contract.
70	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	N/A

Table 148: 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
71	Wheeled, tracked, and backhoe loaders	<input checked="" type="radio"/> Yes <input type="radio"/> No	
72	Motor Graders	<input checked="" type="radio"/> Yes <input type="radio"/> No	
73	Wheeled and tracked excavators	<input checked="" type="radio"/> Yes <input type="radio"/> No	
74	Bulldozers, compactors, scrapers, articulated and rigid haulers	<input checked="" type="radio"/> Yes <input type="radio"/> No	We do not offer rigid haulers. Compactors are offered on the separate Wirtgen contract.
75	Cranes	<input type="radio"/> Yes <input checked="" type="radio"/> No	
76	Accessories or attachments for the offering in #71-75 above	<input checked="" type="radio"/> Yes <input type="radio"/> No	We will be offering base coded attachments at time of whole goods purchase or separately if needed. AT kits and BYT kits (third party attachments) are not part of this contract.
77	Technology or services for the offering in #71-75 above	<input checked="" type="radio"/> Yes <input type="radio"/> No	Link Telematics, Grade Control, and Slope Control are examples of these technology services that are available as options on certain products.

Table 14C: Required Offering of Equipment

Indicate below if the proposer's proposal includes at least one (1) of the following listed types or classes of equipment. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered	Comments
78	Wheel loader with published net horsepower (HP) of at least 300 HP	<input checked="" type="radio"/> Yes <input type="radio"/> No	We offer 4 wheel loaders that meet this spec requirement.
79	Wheeled or tracked excavator with a published net horsepower (HP) of at least 150 HP	<input checked="" type="radio"/> Yes <input type="radio"/> No	We offer 10 excavators that meet this spec requirement.
80	Motor Grader with a published maximum operating weight of at least 30,000 lbs.	<input checked="" type="radio"/> Yes <input type="radio"/> No	We offer 8 motor graders that meet this spec requirement.
81	Rough terrain, all terrain, crawler, floating, lattice, or telescopic crane with a published maximum lifting capacity of at least 300 tons and a published maximum boom length of at least 150 feet	<input type="radio"/> Yes <input checked="" type="radio"/> No	

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.

Documents

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

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."
 - [Pricing](#) - RFP 011723 Model & Discount Schedule.pdf - Monday January 09, 2023 11:48:21
 - [Financial Strength and Stability](#) - Deere-Co_Annual-Report-2021.pdf - Tuesday November 29, 2022 12:34:40
 - Marketing Plan/Samples (optional)
 - WMBE/MBE/SBE or Related Certificates (optional)
 - [Warranty Information](#) - US CAN deere wty stmt.pdf - Tuesday December 06, 2022 10:27:02
 - [Standard Transaction Document Samples](#) - Sample Sourcewell Quote.pdf - Monday January 09, 2023 11:22:37
 - [Upload Additional Document](#) - Sustainability Report 2021.pdf - Tuesday November 29, 2022 13:01:16

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

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

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

by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Mark Oliver, Manager, Contract Sales, John Deere Construction Retail Sales

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

Yes No

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

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

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_5_Heavy_Construction_Equipment_RFP_011723 Tue January 10 2023 08:47 AM	<input checked="" type="checkbox"/>	1
Addendum_4_Heavy_Construction_Equipment_RFP_011723 Fri January 6 2023 09:51 AM	<input checked="" type="checkbox"/>	2
Addendum_3_Heavy_Construction_Equipment_RFP_011723 Thu December 29 2022 12:33 PM	<input checked="" type="checkbox"/>	2
Addendum_2_Heavy_Construction_Equipment_RFP_011723 Wed December 21 2022 01:49 PM	<input checked="" type="checkbox"/>	1
Addendum_1_Heavy_Construction_Equipment_RFP 011723 Thu December 15 2022 09:27 AM	<input checked="" type="checkbox"/>	1



CITY OF ELKINS AGENDA ITEM REPORT

Meeting Date:	May 19, 2025
Section:	New business
Category:	Action Item
Agenda Item Name:	HRIS Platform
Recommended By:	Chrishaunda Marshall-HR Director
Summary:	<p>The purpose is to present a proposal for implementing a Human Resources Information System (HRIS) to modernize the City's HR operations, enhance compliance, and improve employee services.</p> <p>The City's HR Department currently manages employee data, benefits, and compliance through manual processes and disparate systems. This approach leads to inefficiencies, increased risk of errors, and challenges in maintaining compliance with labor regulations.</p> <p>The recommended solution is NEOGOV HRIS, a platform designed specifically for public sector agencies. Key features include:</p> <ul style="list-style-type: none"> •Integrated HR Functions: Combines core HR, payroll, benefits, and time & attendance into a single system, reducing manual data entry and errors. •Employee Self-Service: Empowers employees to access and update their information, request time off, and view pay stubs, enhancing transparency and satisfaction. •Compliance Management: Automates tracking of certifications, training, and policy acknowledgments, aiding in meeting regulatory requirements. •Data Consolidation: Centralizes employee information, facilitating accurate reporting and informed decision-making.
Fiscal Impact:	<p>The Wastewater Department is asked to financially support 11.11105% of the total cost of the proposed HRIS platform.</p> <p>1st Year (FY2026): \$8,088.90 (includes implementation and subscription)</p> <p>2nd Year (FY2027): \$8,360.84 (Annual Subscription)</p> <p>3rd Year (FY2028): \$10,973.61 (Annual Subscription)</p> <p>Total of \$27,423.35 (3-Year Span)</p>



CITY OF ELKINS AGENDA ITEM REPORT

Recommendation:	<p>Approval is sought to proceed with the implementation of NEOGOV HRIS within the next 12 months. This investment aligns with the City's goals of enhancing operational efficiency, ensuring compliance, and improving employee services.</p> <p>This foundational investment ensures Elkins continues to meet the needs of its workforce with integrity, efficiency, and foresight.</p>
Attachments:	<ol style="list-style-type: none">1. Memo-HRIS Justification Proposal-2025_05_152. Council Memo 5-13-25

Memo

To: City of Elkins Council

From: Chris Marshall, HR Director

Date: May 15, 2025

RE: HRIS Implementation Proposal Overview

Purpose

To present a proposal for implementing a Human Resources Information System (HRIS) to modernize the City's HR operations, enhance compliance, and improve employee services.

Background

The City's HR Department currently manages employee data, benefits, and compliance through manual processes and disparate systems. This approach leads to inefficiencies, increased risk of errors, and challenges in maintaining compliance with labor regulations.

Proposal Summary

The recommended solution is NEOGOV HRIS, a platform designed specifically for public sector agencies. Key features include:

- **Integrated HR Functions:** Combines core HR, payroll, benefits, and time & attendance into a single system, reducing manual data entry and errors.
- **Employee Self-Service:** Empowers employees to access and update their information, request time off, and view pay stubs, enhancing transparency and satisfaction.
- **Compliance Management:** Automates tracking of certifications, training, and policy acknowledgments, aiding in meeting regulatory requirements.
- **Data Consolidation:** Centralizes employee information, facilitating accurate reporting and informed decision-making.

Financial Overview

- **Total 3-Year Investment:** \$246,811.50
- **Year 1 Cost:** \$72,800.50 (includes implementation and subscription)
- **Year 2 Cost:** \$ 75, 248.00 (Annual Subscription)
- **Year 3 Cost:** \$98, 763.00 (Annual Subscription)
- **Projected Annual Savings:** \$105,000–\$116,000
- **Return on Investment:** Expected within 12–18 months

Benefits to the City

Implementing a modern HRIS will bring widespread benefits to the City of Elkins across compliance, operations, workforce management, and employee engagement:

- **Operational Efficiency:** Automates routine HR functions such as onboarding, timekeeping, evaluations, and benefit elections reducing errors, delays, and the administrative burden on HR and departmental supervisors.
- **Risk Reduction & Legal Protection:** Helps the City remain compliant with FLSA, FMLA, ACA, EEO, and HIPAA regulations by ensuring accurate, real-time data tracking, secure documentation, and audit-ready reporting.
- **Financial Stewardship:** Enables the City to avoid unnecessary spending on legal claims, redundant manual tasks, and inefficiencies. With projected savings of over \$100,000 annually, the system pays for itself within 12–18 months.
- **Employee Empowerment & Transparency:** Provides self-service tools so employees can access pay stubs, update benefits, request time off, and view policies 24/7 improving trust and reducing the need for HR intervention on routine tasks.
- **Improved Recruitment and Retention:** Positions the City to better compete for qualified talent by offering a more modern, applicant-friendly system and supporting structured performance feedback and development tools.
- **Workforce Planning & Data-Driven Leadership:** Centralized analytics and dashboards allow department heads and leadership to better track trends in turnover, attendance, and engagement supporting more informed budgeting and staffing decisions.
- **Supports Departmental Coordination:** Streamlined communication between HR, Treasury, IT, and department managers ensures timely onboarding, equipment setup, payroll alignment, and policy distribution across the organization.
- **Future-Proofing HR Infrastructure:** Prepares the City to meet evolving workforce and regulatory demands by investing in scalable, secure technology that can adapt as needs grow.

Recommendation

Approval is sought to proceed with the implementation of NEOGOV HRIS within the next 12 months. This investment aligns with the City's goals of enhancing operational efficiency, ensuring compliance, and improving employee services.

This foundational investment ensures Elkins continues to meet the needs of its workforce with integrity, efficiency, and foresight.



City of Elkins

Ph. 304-636-1414 Ext. 1317 Fax: 304-635-7135

401 Davis Avenue, Elkins, WV 26241

City Treasurer – Tracy R. Judy

RE: HRIS Platform Cost Breakdown

The cost for the HRIS Platform is calculated by the number of employees in each fund and listed under contracted services as follows:

		# of Employees
Year 1: General Fund	\$28,581.18	53
Fire Fund	\$13,481.50	25
Parks Fund	\$ 5,392.60	10
Sanitation Fund	\$ 5,931.86	11
Sewer Fund	\$ 8,088.90	15
Water Fund	<u>\$11,324.46</u>	<u>21</u>
	\$72,800.50	135
Year2 : General Fund	\$29,542.02	53
Fire Fund	\$13,934.75	25
Parks Fund	\$ 5,573.90	10
Sanitation Fund	\$ 6,131.29	11
Sewer Fund	\$ 8,360.85	15
Water Fund	<u>\$11,705.19</u>	<u>21</u>
	\$75,248.00	135
Year 3: General Fund	\$38,773.44	53
Fire Fund	\$18,289.50	25
Parks Fund	\$ 7,315.80	10
Sanitation Fund	\$ 8,047.38	11
Sewer Fund	\$10,973.70	15
Water Fund	<u>\$15,363.18</u>	<u>21</u>
	\$98,763.00	135

Amounts are subject to change due to the number of employees per fund. The total number of employees for FY2026 is 135.