



Our vision of Coeur d'Alene is of a beautiful safe city
that promotes a high quality of life and sound economy
through excellence in government

GENERAL SERVICES/PUBLIC WORKS COMMITTEE

with

Council Members Evans, English & Wood

November 9, 2020, 12:00 p.m.

AGENDA

*****ITEMS LISTED BELOW ARE CONSIDERED TO BE ACTION ITEMS**

- Item 1 Approval of Award of Contract for Purchase of a New Caterpillar 420 Backhoe from Western States Equipment – Kyle Marine, Water Department Assistant Director
- Item 2 Approval of Classification Change to City's Classification and Compensation Plan for the IT Database Application Developer, and Approval of Amendments to Rules 15 and 20 of the Personnel Rules: Corrective/Disciplinary Action & Employment Rule – Melissa Tosi, Human Resources Director
- Item 3 Approval of Award of Performing Art Grants – Troy Tymesen, City Administrator
- Item 4 **PRESENTATION** – Wastewater Department – Mike Anderson, Wastewater Superintendent

Library Community Room
702 Front Avenue

The City of Coeur d'Alene will make reasonable accommodations for anyone attending this meeting who requires special assistance for hearing, physical or other impairments. Please contact Juanita Knight, Senior Legal Assistant, at (208) 769-2348 at least 24 hours in advance of the meeting date and time

**PUBLIC WORKS COMMITTEE
STAFF REPORT**

DATE: November 9, 2020
FROM: Kyle Marine, Water Department Assistant Director
SUBJECT: Award Contract for CAT 420 Backhoe Loader

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DECISION POINT: Should Council approve the award of a contract for purchase of a new Caterpillar 420 Backhoe to Western States Equipment?

HISTORY: The Water Department utilizes the backhoe/loaders in the day to day operations for emergency and routine maintenance operations. This type of equipment is extremely versatile and is the key piece of equipment for underground utility work. The current Caterpillar Backhoe was purchased from Western States Cat in 2010. After ten years, we are at the end of the expected life of the machine. The backhoe has reached its 10 year / 5000 hour plus lifespan and is due to be replaced this year. Staff proposes to replace the existing Caterpillar 420 F IT Backhoe with a new Caterpillar 420 Backhoe.

FINANCIAL ANALYSIS: The Water Dept. has budgeted \$110,000 for a replacement backhoe for Fiscal Year 2020-2021. Staff is proposing to piggyback on an existing Sourcewell bid. Sourcewell is a public agency that offers competitively solicited purchasing contracts for products and equipment to member agencies so those members do not have to duplicate the solicitation process. The proposed contract is for a new replacement CAT 420 Backhoe Loader at a purchase price of \$105,932.92.

PERFORMANCE ANALYSIS: In lieu of seeking competitive sealed bids on our own, by Idaho Code staff is requesting authorization to purchase from an existing Sourcewell contract. Purchasing from an existing contract allows staff to better select a machine that is compatible with existing attachments and helps avoid the pitfalls of ending up with a machine that is inadequate for our needs. The proposed CAT 420 Backhoe is the closest comparison to our existing CAT 420 E machine. This will reduce operation and safety training needs as the employees are already comfortable running this type of machine. Tools will easily interchange between the two machines instead of having individual tools for each machine. CAT has an outstanding record of building high-quality efficient machines and equipment. They have a local certified shop to do any required maintenance or warranty work.

DECISION POINT/RECOMMENDATION: Council should approve an award of a contract for the purchase of a new 2020 Caterpillar 420 Backhoe from Western States Equipment in Hayden, Idaho in the amount of \$105,932.92.



Hayden
10780 N Highway 95 Hayden, ID 83835
208.762.6690

SOLD TO:
City Of Coeur D'Alene
710 E Mullan Ave
Coeur d Alene, ID 83814-3958

SHIP TO:
Office
710 E Mullan Ave
Coeur d Alene, ID 83814-3958

SALES AGREEMENT

AGREEMENT: Q000205274-3
AGREEMENT DATE: 9/28/2020
AGREEMENT EXPIRES: 10/21/2020
WAREHOUSE: Hayden Machine Sales
CUSTOMER NO.: 1055800
CUSTOMER PO:
SALESMAN: Jeff D Shaw

Jeff.Shaw@wseco.com

ITEM DESCRIPTION	PRICE
2020 Caterpillar 420 Backhoe Loader S/N: TBD ID:E0073474	\$105,932.92
• Caterpillar 24" HD BKT 6.2CFT 416-430 D/E/F S/N: BL191028845 ID: E0063683	
• Delivery Freight	
• New Warranty - 60 Month / 4000 Hour Governmental Powertrain + Hydraulic Warranty.	
Misc Item - 229-9714 Cat Material Handling Arm. -	\$4,517.05
Misc Item - 479-8087 Cat 10' Snow Push Fusion. -	\$5,982.95
TRADE PROPOSAL	
2011 Caterpillar 420E S/N: DJL01477 SMU: 0 hrs	(\$35,000.00)

The trade proposal offered is based on the information you have provided and is contingent on a final inspection before the Agreement is accepted by both parties. If the proposed trade equipment hours increase by 200 hours over what has been specified herein or the inspection reveals an unexpected change in the equipment operation or the equipment, the trade proposal valuation will become invalid. The Trade Proposal will become final upon the execution of this Agreement by WSECO.

Notes	Before Tax Balance	\$81,432.92
THE PRICING IN THIS PROPOSAL PIGGYBACK'S THE 2020	Sales Tax	\$0.00
SOURCEWELL CONTRACT NUMBER 032119-CAT.	Trade Payoff	\$0.00
	Downpayment	\$0.00
	Net Due	\$81,432.92

Western States Equipment

City Of Coeur D'Alene

Order Received by _____

Approved and Accepted by _____

Title Salesman _____ Date _____

Title _____ Date _____

Warranty Document Received (initial) _____

Trade Ins: All trade-ins are subject to equipment being in as inspected condition by vendor at time of delivery of replacement machine purchase above. Purchaser hereby sells the trade in equipment described above to the vendor and warrants it to be free and clear of all claims, liens, and security interest except as shown above.
Warranty: By initiating above the customer acknowledges that they have received a copy of the Western States Co/Caterpillar Warranty and has read and understands said warranty. All used equipment is sold as is where is and no warranty is offered or implied except as specified above.



SALES AGREEMENT

NO.: Q000205274-3

EQUIPMENT DETAILS

5427992 420 07A BACKHOE LOADER CFG2
2168840 BUCKET-MP, 1.4 YD3, IT
3531389 GUARD, STABILIZER
4237607 PLATE GROUP - BOOM WEAR
4916734 WORKLIGHTS (8) HALOGEN LAMPS
5419540 ENGINE, 74.5KW, C3.6 DITA, T4F
5434284 STICK, EXTENDABLE, 14FT
5440930 PT, 4WD/2WS AUTOSHIFT
5481231 LINES, COMBINED AUX, E-STICK
5516940 COLD WEATHER PACKAGE, 120V
5590872 INSTRUCTIONS, ANSI
5675090 AUTO-UP STABILIZERS
9R5320 CUTTING EDGE, TWO PIECE, WIDE
4218926 SERIALIZED TECHNICAL MEDIA KIT
0P9003 LANE 3 ORDER
4621033 RUST PREVENTATIVE APPLICATOR
1783593 PINS, BUCKET, BHL-F,

2061748 SEAT BELT, 3" SUSPENSION
3379696 COUNTERWEIGHT, 1015 LBS
3792161 TIRES, 12.5 80/19.5L-24, GY
4447500 COUPLER, PG, MAN.D.LOCK, BHL
5402298 RADIO, FM BLUETOOTH
5427810 AIR CONDITIONER, T4F
5440883 CAB, DELUXE
5455047 DISPLAY, STANDARD
5516453 RIDE CONTROL
5544188 HYD, MP, 6FCN/8BNK, ST, QC
5606797 PRODUCT LINK, CELLULAR, PLE643
5734525 SEAT, DELUXE FABRIC, HEATED
9R6007 STABILIZER PADS, FLIP-OVER
0P0210 PACK, DOMESTIC TRUCK
4616839 SHIPPING/STORAGE PROTECTION
0P0070
2193387 BUCKET-HD, 24", 6.2

TERMS AND CONDITIONS

1. OFFER TO SELL, METHODS OF ACCEPTANCE AND AGREEMENT TERMS: This Sales Agreement ("SA") is an offer for the sale of the equipment, vehicles, accessories and attachments described on the invoice (referred to generally as "equipment" or "goods") by Western States Equipment Company, an Idaho business corporation or its affiliates ("WSECO") to Customer under the terms and conditions specified herein. This offer may be accepted by (1) the execution of this SA by a representative of Customer or (2) Customer's verbal or written authorizations or conduct consistent with prior course of dealing between the parties authorizing WSECO to take action to fulfill this SA, or (3) the commencement of the manufacture or shipment of the goods specified in this SA, whichever of the foregoing first occurs.

Acceptance of this SA is limited to the express terms stated herein. Any proposal in Customer's acceptance for additional or different terms or any attempt by Customer to vary in any degree any of the terms is objected to and hereby rejected, but such proposals shall not operate as a rejection of this offer, unless such variances are in the terms of the description, quantity, price, delivery schedule, or payment schedule of the goods, but shall be deemed a material alteration of this SA and this SA shall be deemed agreed to by WSECO without said additional or different terms. Once accepted, this SA shall constitute the entire agreement between WSECO and Customer. WSECO is not bound by any representation or agreements, express, or implied, oral or otherwise, which are not stated within this SA or contained in a separate writing supplementing this SA and signed by authorized agents of both WSECO and Customer. This SA will supersede all previous communications, agreements, and contracts with respect to the subject matter hereof and no understanding, agreement, term, condition, or trade custom at variance with this SA will be binding on WSECO. No waiver or modification of the terms and conditions hereof will be effective unless in writing and signed by both Customer and WSECO.

2. PAYMENT TERMS: Customer agrees to pay the sales price for the equipment, less any net trade-in allowance, in accordance with the payment terms as all stated on the invoice. The sales price is offered F.O.B. at WSECO's designated facility as stated on the invoice and Customer is responsible for all shipping charges as provided in this SA. Customer is also responsible for paying all applicable sales, use or any other applicable taxes levied or assessed on the equipment by any federal, state or local governmental authority, unless Customer provides WSECO an appropriate exemption certificate as stated on the invoice. In the event that Customer fails to pay any applicable tax or other charge as agreed herein or fails to provide a valid exemption certificate, Customer agrees to indemnify and hold WSECO harmless from any liability and expense by reason of Customer's failure to pay said taxes or assessments, including, but not limited to, WSECO's reasonable attorney's fees and costs and other necessary legal expenses resulting from such failure.

3. GRANT OF SECURITY INTEREST, AUTHORIZATION TO FILE STATEMENT AND PROTECTION OF COLLATERAL: Until the Customer pays the total sales price and additional charges as provided in this SA, Customer hereby grants WSECO a security interest in and to the equipment and all additions, replacements, substitutions, and proceeds of the same ("Collateral") to secure payment of the sales price and any and all other amounts owed or owing by Customer to WSECO under this SA or otherwise. Customer authorizes WSECO to file financing statement(s) evidencing this security agreement and the collateral subject thereto and to take all steps necessary to perfect WSECO's interest in the equipment.

Customer agrees to execute any documents required by WSECO to evidence and perfect such security interest. Customer hereby appoints WSECO as its irrevocable attorney-in-fact for the purpose of executing any documents necessary to perfect or to continue the security interest granted in this SA. Customer will reimburse WSECO for all expenses for the perfection and the continuation of the perfection of WSECO's security interest in the Collateral. Customer promptly will notify WSECO before any changes in Customer's name including any changes to the assumed business names of Customer.

Customer, upon WSECO's request, will deliver to WSECO a schedule of the locations of the Collateral and agrees to update the list upon WSECO's further request. Customer will not commit or permit damage to or destruction of the Collateral or any material part of the Collateral. WSECO and its designated representatives and agents shall have the right at all reasonable times to examine and inspect the Collateral. Customer shall immediately notify WSECO of all cases involving the loss or damage of or to any material portion of the Collateral and generally of all material happenings and events affecting the Collateral.

4. INSURANCE: Customer shall not move, load, transport or otherwise handle the equipment on WSECO's premises without first having obtained insurance coverage. Customer shall carry all risks insurance on the equipment, including, without limitation, fire, theft and liability coverage with such other insurance as necessary to protect Customer's and WSECO's respective interests in the equipment. As long as any portion of the sales price is outstanding, Customer will deliver to WSECO from time to time the policies or certificates of insurance in forms satisfactory to WSECO, showing WSECO as an additional insured and including stipulations that coverage will not be cancelled or diminished without at least fifteen (15) days prior written notice to WSECO.

5. TIME OF DELIVERY AND SHIPPING: Orders for equipment are processed in the order of their acceptance by WSECO and WSECO will use its reasonable efforts to deliver the equipment to Customer on the scheduled delivery date as stated on the invoice. However, shipping and delivery dates are acknowledged to be estimates only and dependent upon many factors outside of WSECO's control including, but not limited to, the manufacturer's production schedule, material and labor shortages, shipping delays and various other unrelated factors. WSECO is not liable for delays or damages caused by delays in delivery or shipment of the equipment, unless stated on the face of the invoice to the contrary. Customer is responsible for all freight, shipping, loading and unloading costs.

6. RISK OF LOSS/SHORTAGES/REJECTION OF GOODS: Risk of loss of the goods shall pass to Customer as soon as the goods are properly loaded on the carrier. WSECO's responsibility for shipment ceases upon delivery of the goods to a transportation company. Any claim by Customer for shortage in shipment shall be made by written notice to WSECO within fifteen (15) days after receipt of the shipment. It is specifically agreed that the risk of loss shall not be altered by the fact that the conduct of either party hereto may constitute a default or breach and shortage in shipment is not deemed to constitute a nonconformity.

All equipment or goods shall be subject to the standard manufacturing and commercial variation and practices of the manufacturer thereof. In the event of shipment of non-conforming goods, WSECO shall be given a reasonable opportunity to replace the goods with those which conform to the order. Any notices pertaining to rejection or claims of nonconformity must be made in writing specifying in detail Customer's objections and such notices must be delivered within fifteen (15) days after delivery of the goods. It is agreed that in the event of rejection, Customer will store the goods or reship the goods to WSECO. Should Customer use the equipment or goods, such use shall be deemed an unequivocal acceptance of the goods. If Customer accepts goods tendered under this SA, such acceptance shall be final and irrevocable; no attempted revocation shall have any effect whatsoever.

7. ASSIGNMENTS: No right or interest in this SA shall be assigned by Customer without the written permission of WSECO, and no delegation of any obligation owed or of the performance of any obligation by Customer shall be made without written permission of WSECO. Any attempted assignment or delegation by Customer shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.

8. NO WARRANTY: Unless provided otherwise on the invoice, the equipment is purchased "**AS IS**" and there is no other agreement with Customer regarding the equipment other than what is stated in this SA and in any credit instrument and/or guaranty between Customer and WSECO. There are no other warranties, express or implied, for any equipment, product, service, or other items sold or furnished under this SA unless agreed to in writing between Customer and WSECO. **WSECO DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

9. EQUIPMENT FAILURE/LIMITATION OF REMEDIES: If, for any reason, the equipment does not perform satisfactorily, as judged by WSECO in its sole discretion, WSECO may repair or replace the equipment or any part thereof, at its option, without affecting any of the terms of this SA. This remedy does not apply if the equipment has failed or performs less than satisfactorily due to improper use of the equipment, accident (including, damage during shipment), neglect, abuse, misuse or exposure of the equipment to conditions beyond capacity, power, environmental design limits or operation constraints specified by WSECO or the equipment manufacturer. Customer is responsible for all expenses related to repair or replacement due to these causes. **THE REMEDIES IN THIS PARAGRAPH ARE CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES AGAINST WSECO.**

10. LIMITATION OF LIABILITY: Notwithstanding trade customs or prior course of dealing to the contrary, in no event will WSECO, its subsidiaries, affiliates, agents or employees be liable for any incidental, indirect, special, or consequential damages in connection with or arising out of this SA or furnishing of any goods, services or other items or any third party's ownership, maintenance, or use of any goods, services or other items furnished under this SA, including, but not limited to, lost profits or revenues, loss of use of the equipment or any associated goods, damage to associated goods, costs of capital, cost of substitute goods, or claims of Customer's clients for such damages. Customer's sole remedy, for any liability of WSECO of any kind, including but not limited to negligence, with respect to any equipment, service, or other item is limited to that set forth in the paragraph entitled "**EQUIPMENT FAILURE/LIMITATION OF REMEDIES**" of this SA. WSECO is not responsible for meeting any federal, state, local or municipal code or specification (whether statutory, regulatory or contractual), unless Customer specifies it in writing and WSECO agrees to it in writing. Customer agrees that it has selected each item of equipment based upon its own judgment and particular needs and disclaims any reliance upon any statements or presentations made by WSECO. The liability for performing under any manufacturer warranty program rests solely with the subject manufacturer and WSECO has no liability or responsibility for performance thereunder.

11. FORCE MAJEURE: WSECO shall not be responsible or liable for any delay or failure to deliver any or all of the goods and/or performance of the services where such delay or failure is caused by any act of God, fire, flood, inclement weather, explosion, war, insurrection, riot, embargo, statute, ordinance, regulation or order of any government or agent thereof, shortage of labor, material fuel, supplies or transportation, strike or other labor dispute, or any other cause, contingency, occurrence or circumstance of any nature, whether or not similar to those herein before specified beyond WSECO's control, which prevents, hinders or interferes with manufacture, assembly or delivery of the goods or performance of the services. Any such cause, contingency, occurrence or circumstances shall release WSECO from performance of its obligations hereunder.

12. INDEMNITY: Customer agrees to indemnify and hold WSECO harmless from and against any and all claims, actions, suits, proceedings, costs, expenses, damages (including but not limited to consequential and incidental damages), liabilities, fees (including, but not limited to, attorney fees and court costs), and settlements, (including those brought or incurred by or in favor of Customer's employees, agents and subcontractors), arising out of or related to the selection, delivery, loading, unloading, towing, possession, use, operation, handling or transportation of the equipment. Customer agrees to defend, at its expense, any and all suits brought against WSECO either alone or in conjunction with others and additionally to satisfy, pay and discharge any and all judgments and fines against WSECO in any such suits or actions, whether based in negligence or otherwise.

13. DEFAULT BY CUSTOMER: An event of default shall occur if (a) Customer fails to pay when due the sales price; (b) Customer fails to perform or observe any covenant, condition, or agreement to be performed by it hereunder; (c) Customer ceases doing business as a going concern, makes an assignment for the benefit of creditors, admits in writing an inability to pay debts as they become due, files a petition in bankruptcy, or if its owners, shareholders or members of Customer take actions towards dissolution or liquidation of Customer; (d) Customer attempts to sell, transfer, or encumber, sublease or convey the equipment or any part thereof prior to paying the full sales price; or (e) WSECO, in good faith deems itself, insecure relative to payment of the sales price.

Upon the occurrence of any event of default, WSECO may exercise the following rights and remedies: (i) declare the sales price immediately due and payable; (ii) require Customer to assemble the equipment and make it available to WSECO at a place and time designated by WSECO; (iii) WSECO shall have full power to enter upon the property or jobsite of the Customer and take possession of and remove the equipment; (iv) WSECO shall have full power and authority to sell, lease, transfer or otherwise deal with the equipment or proceeds thereof, and in connection therewith WSECO may bid on the goods or equipment and that a commercially reasonable price for said reclaimed equipment may be determined by WSECO based upon current national auction values, market trends relating to supply and demand, and related factors for goods of similar type and condition; (v) if WSECO chooses to sell or lease the reclaimed equipment, WSECO may obtain a judgment against Customer for any deficiency remaining on the sales price after application of all amounts received from the exercise of its rights under this SA; and (vi) all rights and remedies of a secured creditor under the provisions of the Idaho Uniform Commercial Code, as amended from time to time. All of WSECO's rights and remedies, whether evidenced by this SA or other related agreement, shall be cumulative and may be exercised singularly or concurrently. Customer agrees to pay all costs incurred by WSECO in enforcing this SA or any of its provisions, including without limitation reasonable attorney's fees and costs and all costs of reclaiming the goods, whether or not legal action is commenced.

14. JURISDICTION AND VENUE: This SA and the relationship between WSECO and Customer shall be governed and construed according to the laws of the State of Idaho. At the sole and exclusive election of WSECO, jurisdiction and venue for any action or dispute arising under this SA shall be in the in the Fourth Judicial District of the State of Idaho, in and for Ada County, which is WSECO's corporate headquarters and principal place of business, wherein the parties acknowledge having done business sufficient to establish minimum contacts under the Idaho long arm statute, and which is a mutually convenient forum. In addition, Customer waives any and all rights to jurisdiction and/or venue in any other forum, including waiver of any and all rights to remove the action from any court originally acquiring jurisdiction.

15. EQUIPMENT DATA: This machine may be equipped with a wireless data communication system, such as Product Link. In such case, Customer understands data reflecting the machine performance, condition and operation is being transmitted to Caterpillar/WSECO to better serve the Customer and to improve upon Caterpillar products and services. This data may include, but is not limited to: fault codes, emissions data, fuel usage, service meter hours, software and hardware version numbers and installed attachments. Neither Caterpillar nor WSECO sell, rent or share collected information to any other third party, and will exercise reasonable efforts to keep the information secure. Caterpillar Inc. and WSECO recognize and will respect customer privacy. Customer agrees to allow this data to be accessed by Caterpillar and WSECO within normal, accepted business practices.

The undersigned represents and warrants that he/she is authorized by Customer identified below to bind the Customer to the obligations and duties expressed herein and does so commit Customer to the terms and conditions of SA by signing below. Until this SA (or indential counterpart thereof) has been signed by our duly authorized representative, it will constitute an offer by Customer to enter into this SA with WSECO on the terms herein.

CUSTOMER: _____

WESTERN STATES EQUIPMENT COMPANY

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: Salesman

Date: _____

Date: _____



STANDARD WARRANTY AND APPLICATION FOR EXTENDED COVERAGE FOR CATERPILLAR PRODUCTS

The Caterpillar equipment owner identified below ("Owner") hereby applies to Western States Equipment for Standard or Extended Coverage in accordance with the terms as set forth in this document, for the Caterpillar product identified below. Owner desires the Standard or Extended coverage option(s) listed below:

COVERAGE EXPIRATION - FIRST TO OCCUR (MONTHS OR HOURS) - Months after retail purchase (less duration of rental, demonstration, or other usage, if any, prior to the first purchaser or lessee)

Standard Warranty period based on Caterpillar guidelines				
OWNER's NAME City Of Coeur D'Alene			OWNER PHONE	
OWNER ADDRESS, CITY and ZIP CODE 710 E Mullan Ave Coeur d Alene, ID 83814-3958				
EXTENDED WARRANTY COVERAGE New Warranty - 60 Month / 4000 Hour Governmental Powertrain + Hydraulic Warranty.				
MODEL	PRODUCT DESCRIPTION	HOURLY METER	SERIAL NUMBER	DELIVERY DATE

IMPORTANT NOTE TO OWNER: Complete terms of Standard or Extended Coverage are set forth on this document. Please read all pages carefully before signing. YOUR RIGHTS AND REMEDIES IN CONNECTION WITH STANDARD OR EXTENDED COVERAGE ARE LIMITED AS INDICATED ON ALL PAGES OF THIS DOCUMENT. CATERPILLAR PRODUCTS CARRY NO IMPLIED WARRANTY OR MERCHANTABILITY OR FITNESS. STANDARD WARRANTY OR EXTENDED COVERAGE IS NOT INSURANCE.

ACKNOWLEDGEMENTS: I have read and understand the terms, including limitations and exclusions, of Standard or Extended Coverage, and understand that it is not insurance. I also understand that the coverage applied for herein is not effective unless and until I pay the applicable charge for this extended coverage. I understand the SOS requirements _____ (initial)

OWNER/LESSEE SIGNATURE :

DATE:

The owner and product identified above meet all requirements for the coverage requested and the applicable charge for extended coverage has been paid.

DEALER SIGNATURE :

DATE:

TRANSFER: The unexpired portion of the Standard or Extended Repair Coverage may be transferred with Western States Equipment approval (see section F on back for complete details). Complete the section below to request transfer.

Purchase Application <input type="checkbox"/> COMMERCIAL <input type="checkbox"/> FORESTRY <input type="checkbox"/> WASTE <input type="checkbox"/> GOVERNMENTAL <input type="checkbox"/> AG	PURCHASER NAME	DATE MACHINE SOLD	DATES INSPECTION COMPLETED & APPROVED	
	ADDRESS (STREET, RR)	(CITY/TOWN)	(STATE)	(ZIP CODE)
	TRANSFER HOUR METER READING	SIGNATURE OF NEW BUYER	DEALER CONFIRMATION	

By signing this agreement I agree to the terms on the following pages.

CATERPILLAR STANDARD WARRANTY

General Provisions: Caterpillar warrants the products sold by it, and operating within the geographic area serviced by authorized USA and Canadian Caterpillar dealers, to be free from defects in material and workmanship. In other areas and for other products, different warranties may apply. Copies of applicable warranties may be obtained by writing Caterpillar Inc. 100 N.E. Adams St., Peoria IL, USA 61629-3345.

Warranty Period: The Standard Caterpillar Machine Warranty is 12 Months/UNLIMITED hours of operation (whichever occurs first), based upon Caterpillar's recommended guidelines. For new associated work tools, the warranty period is 12 Months/UNLIMITED hours, starting from the date of delivery or sale to first user. No extended coverage is available for Caterpillar work tools. For new replacement engines, the warranty is 6 months, starting from date of delivery to the first user. Note: For hydraulic line's quick connect/disconnect components sold on compact wheel loaders, mini hydraulic excavators, skid steer loaders, multi terrain loaders, and compact track loader machines, the warranty period is 50 hours starting from the date of delivery to the first user.

Caterpillar Responsibilities: If a defect in materials or workmanship is found during the Standard Warranty period, Caterpillar will, during normal working hours and at a place of business of a Caterpillar dealer or other source approved by Caterpillar. 1) Provide (at Caterpillar's choice) new, remanufactured, or Caterpillar-approved repaired parts or assembled components needed to correct the defect. 2) Replace lubricating oil, filters, antifreeze, and other service items made unusable by the defect. 3) Provide reasonable or customary labor needed to connect the defect. Note: Items replaced under this warranty become the property of Caterpillar. **Owner Responsibilities:** The user is responsible for: 1) Providing proof of deliver date to the first user. 2) The costs associated with transporting the product. 3) Labor costs, except as stated under "Caterpillar Responsibilities." 4) Local taxes, if applicable. 5) Parts shipping charges in excess of those which are usual and customary (air freight). 6) Cost to investigate complaints, unless the problem is caused by a defect in Caterpillar material or workmanship. 7) Giving timely notice of a warrantable failure and promptly making the product available for repair. 8) Costs associated with the performance of required maintenance (including proper fuel, oil, lubricants, and coolant) and items replaced due to normal wear and tear. 9) Allowing Caterpillar access to all electronically stored data. 10) Costs associated with travel time and mileage required for on-site repairs.

EXTENDED REPAIR COVERAGE

A. General Provisions: During the selected coverage period, Western States Equipment will repair or replace, at its option, covered components of the product identified on the face of this document under the Extended Coverage Section. Coverage is subject to the listed conditions of "Standard", "Full Machine", "Power Train", or "Power Train Plus Hydraulics" and for the appropriately indicated "Months" and "Hours" for components that are defective in material or workmanship, subject to the terms and conditions set forth on both sides of this document. Such repair or replacement will be free of charge for parts and labor, except as otherwise stated below or as stated within the Standard Caterpillar Warranty section above. Under the "Governmental Full Machine" option, the extended coverage includes Scheduled Oil Sampling materials and analysis provided by Western States Equipment at Caterpillar's prescribed intervals. An Extended Coverage Contract is not required for purchase or to obtain financing.

Warranty Periods: Warranty periods for Extended Coverage are indicated in the extended warranty coverage box on the face of this document. The coverage is listed for hours and months, whichever expires first.

Owners Responsibilities: The owner (lessee, for leased products) at their expense, must maintain the product in accordance with the product's Operators Manual, and, upon request, provide adequate records verifying maintenance. For the "Power Train", "Power Train Plus Hydraulics", and "Full Machine" Extended Coverage, Scheduled Oil Sampling (SOS) must be taken by the owner at Caterpillar recommended intervals and sent to Western States Equipment. Failure to do so could jeopardize the Extended Coverage and result in shared liability on a pro rata basis if SOS could have predicted or reduced the cost of a covered failure. Note: Any malfunction of the service meter shall be reported within 30 days of said malfunction in writing, or this agreement is null and void.

Power Train Extended Coverage: The following components are covered. If a component is not listed, it is not covered. 1) ENGINE: basic engine including engine components essential to engine operation (i.e., fuel pump, oil pump, water pump, turbocharger, governor, engine control module, etc.). 2) TRANSMISSION: includes transmission pump and hydraulic controls. 3) TORQUE CONVERTER/DIVIDER. 4) DRIVE LINE: includes pinion and bevel gear. 5) TRANSFER GEAR GROUP. 6) DRIVE AXLES. 7) FINAL DRIVES. 8) HYDRAULIC DRIVE PUMPS AND MOTORS: on hydraulic excavators and machines equipped with hydrostatic drive or differential steering, including hydrostatic lines between the pump and motor. 9) BRAKE COMPONENTS for track-type loaders and tractors, only if they also provide steering. 10) STEERING CLUTCH COMPONENTS: on track-type loaders and tractors, if so equipped. 11) DIFFERENTIAL STEERING COMPONENTS: includes differential steer planetary group, pump, motor and pilot valves. 12) VIBRATORY COMPONENTS: on vibratory compactors. Includes vibratory mechanism, hydraulic pump and motor, hydraulic valves, universal joints, bearings, and drum isolation system. 13) ROTOR DRIVE MECHANISM: on paving profilers, reclaimers and stabilizers. This includes the drive shaft group, sheave groups, and clutch group. This excludes belts, chains and rotor brakes. 14) ELECTRONIC CONTROLS AND SENSORS: which function to direct power for moving the machine. This includes power shift controls, engine pressure controls, differential lock, and fingertip controls. Also includes the wiring connectors that are part of the designated power train components.

Power Train Plus Hydraulics Extended Coverage: The following components are covered. If a component is not listed, it is not covered. Power Train Plus Hydraulics coverage includes all of the above listed items under Power Train for the appropriately indicated hours and months, plus the following: 1) HYDRAULIC/STEERING HOSES AND LINES. 2) HYDRAULIC QUICK-COUPERS AND SWIVELS. 3) HYDRAULIC TANKS: includes specific internal parts. 4) HYDRAULIC OIL FILTER BASE, excluding hydraulic oil filters. 5) HYDRAULIC PUMPS AND MOTORS: including steering pumps (main and supplemental). 6) HYDRAULIC CYLINDERS: steering, suspension, and implement hydraulic cylinders (includes bulldozer and ripper cylinders on track-type tractors). 7) HYDRAULIC VALVES AND CONTROLS: includes all parts that make up a valve for directing or controlling hydraulic fluid for steering and implements, including automatic blade controls and bucket position controls. 8) HYDRAULIC ACCUMULATORS: steering and implement. 9) HYDRAULIC OIL COOLERS: steering and implement.

Full Machine Extended Coverage: All of the listed items included in the POWER TRAIN and POWER TRAIN PLUS HYDRAULICS coverage, plus all attachments/accessories that were installed on the product before delivery which are not covered by another warranty, for the appropriately indicated hours and months of coverage on the face of this document (whichever expires first). Governmental application "Full Machine Failsafe Coverage" will also include all fluid filters and pre-paid SOS as prescribed by Caterpillar's recommendations and a 95% machine availability as recorded by owner. Machine availability for Governmental application Full Machine Failsafe coverage will be determined by:

Scheduled Hours Available for Work (numerator)

Scheduled Hours (denominator)

The machine availability will be evaluated at 12-month intervals. If machine availability is below 95%, Western States Equipment will reimburse owner \$25.00 per hour for the

hours necessary to "enhance" availability to the 95% level.

Note: "Power Train", "Power Train Plus Hydraulics", and "Full Machine" coverage continue (unless transferred or terminated as per Section C or G below) until the expiration of the hours or months listed on the face of this document. The coverage period ends after reaching the specified number of months selected, or when the machine's hour meter reaches the specified number of hours limitation selected, whichever occurs first. Extended Coverage is available only through Western States Equipment for Caterpillar Equipment.

Note: Once Extended Coverage becomes effective, Western States Equipment's obligations there under extend only to the applicant identified on the face of this document, unless the remaining coverage is transferred to a subsequent end use purchaser of the product in accordance with Section F below, and indicated on the face of this document, or cancelled under Section G below.

Note: The travel time and mileage/hauling option is available only to Governmental application "Full Machine Failsafe coverage" option.

B. ITEMS NOT COVERED: Western States Equipment is not responsible for the following: 1) Premiums charged for overtime labor requested by the owner/lessee. 2) Transporting the product to and from the place where service is performed, or service calls made by the repairing dealer if the travel time and mileage/hauling option is not included. 3) Depreciation or damage caused by normal wear, lack of reasonable and proper maintenance, failure to follow operating instructions, misuse, lack of proper protection during storage, vandalism, the elements, collision or other accidents, or acts of God. 4) Normal maintenance and replacement of maintenance and wear items, such as filters, oil, fuel, hydraulic fluid, lubricants, coolants and conditioners, labor for taking oil sample, tires, Freon, batteries, lights, paint, fuses, glass, seat upholstery, undercarriage, lubricated joints (including pins and bushings), blades and cutting edge parts, belts, dry brakes, dry clutch linings, and bulbs. 5) Any defect in a non-covered component, or damage to or failure of a covered component caused by a defect in a non-covered component. 6) Travel time and mileage for Extended Repair Coverage repairs in the field, if travel time and mileage/hauling option is not included. 7) Auxiliary Equipment Manufacturers' attachments and new associated work tools and attachments carry only one warranty as prescribed by that manufacturer. 8) Western States Equipment will not be responsible for repairs, cost of repairs, or be assessed hours against the availability guarantee for damage or downtime caused by fire, vandalism, accident, operator's abuse, negligence, strikes, acts of God, failure to perform the manufacturer's recommended maintenance as set forth by the lube and maintenance guide, tire failure or Auxiliary Equipment or Attachments. 9) Owner/Lessee will not assess the time required to perform the manufacturer's recommended maintenance as set forth by the lube and maintenance guide against the availability guarantee. 10) All costs (including travel time and mileage/hauling) for repairs required because of abuse or improper operation will be charged to the owner/lessee. Minor repairs that do not affect the immediate and safe operation of the machine will be completed within the earliest possible period within Western States Equipment maintenance schedule.

C. TERMINATION OF EXTENDED COVERAGE: Western States Equipment is relieved of its obligation under Extended Coverage if: 1) The product is altered or modified in any manner not approved by Western States Equipment in writing. 2) The product's hour meter has been rendered inoperative or otherwise tampered with, or any malfunction of the service meter is not reported within 30 days of said malfunction in writing to Western States Equipment. 3) The product is removed from Western States' territory. 4) Use is made of the product within an application group other than the one designated in the original application for Extended Coverage for the product.

D. LIMITATIONS OF WESTERN STATES EQUIPMENT LIABILITY: In no event will Western States Equipment be liable for any incidental or consequential damages (including, without limitation, loss of profits, rental of substitute equipment, or other commercial loss) that may be caused due to a defect in the product of the breach of performance of Western States Equipment obligations under Extended Coverage.

E. OBTAINING EXTENDED COVERAGE SERVICE: To obtain service the owner/lessee must request Extended Coverage Service from the nearest Western States Equipment branch. When making a request, the owner/lessee must promptly make the product available for repair and inform the dealer of what they believe is the problem/defect. Extended Coverage service can be performed in the field if the owner/lessee and servicing branch agree to do so. However, Western States Equipment will not be held responsible for any additional cost incurred because of the decision to repair a machine in the field. Dealer Branches toll free number:

Idaho Falls, ID	877-552-2287	Pendleton, OR	888-388-2287
Lewiston, ID	800-842-2225	Pasco, WA	800-633-2287
Meridian, ID	800-852-2287	Spokane, WA	800-541-1234
Pocatello, ID	800-832-2287	Hayden, ID	208-762-6600 (Not a toll free number)
Twin Falls, ID	800-258-1009		
Kalispell, MT	800-635-7794		
Missoula, MT	800-548-1512		
LaGrande, OR	800-963-3101		

F. TRANSFER OF UNUSED COVERAGE UPON RESALE: Remaining Extended Coverage applicable to a used Caterpillar product is transferred to a subsequent end use purchaser only if: 1) The subsequent purchase is made before the product's Extended Coverage expires. 2) The product is determined by Western States Equipment to be in satisfactory condition following an inspection performed by an authorized Western States Equipment branch at the subsequent end use purchaser's expense. 3) The subsequent end use purchaser receives Western States Equipment's written confirmation of the transfer. 4) The use of the product by the subsequent end use purchaser remains in the initial/same application group designed on the product's original coverage application, or the subsequent end use purchaser pays the amount specified by Western States Equipment for conversion of the remaining coverage to a different application group.

G. CANCELLATION OF COVERAGE: The owner may cancel Extended Coverage: 1) Within thirty (30) days of machine purchase by original end use purchaser if no claim has been made, and receive a full refund of the coverage purchase price, less a \$50.00 cancellation fee. 2) At any other time during the coverage by the first end use purchaser and receive a pro rata refund of the coverage purchase price for the unexpired term of the coverage, based on the number of lapsed months, less a \$50.00 cancellation fee. 3) Prior to cancellation owner/lessee must provide written notice of the intent to cancel coverage to the nearest Western States Equipment branch.

H. COVERAGE AFFORDED UNDER THIS CONTRACT IS NOT GUARANTEED BY THE IDAHO INSURANCE GUARANTY ASSOCIATION. OBLIGATIONS OF THE MACHINE SERVICE CONTRACT PROVIDER UNDER THIS MACHINE SERVICE CONTRACT ARE GUARANTEED UNDER A SERVICE CONTRACT LIABILITY POLICY. SHOULD THE MACHINE SERVICE CONTRACT PROVIDER FAIL TO PAY OR PROVIDE SERVICE ON ANY CLAIM WITHIN SIXTY (60) DAYS AFTER PROOF OF LOSS HAS BEEN FILED, THE MACHINE SERVICE CONTRACT HOLDER IS ENTITLED TO MAKE A CLAIM DIRECTLY AGAINST THE INSURANCE COMPANY.

I. UPON FAILURE OF THE OBLIGOR TO PERFORM UNDER THE CONTRACT, CATERPILLAR INSURANCE COMPANY SHALL PAY ON BEHALF OF THE OBLIGOR ANY SUMS THE OBLIGOR IS LEGALLY OBLIGATED TO PAY OR SHALL PROVIDE THE SERVICE THAT THE OBLIGOR IS LEGALLY OBLIGATED TO PERFORM ACCORDING TO THE OBLIGOR'S CONTRACTUAL OBLIGATION UNDER THE SERVICE CONTRACTS ISSUED BY THE OBLIGOR, AND CATERPILLAR INSURANCE COMPANY WILL PAY CLAIMS AGAINST THE OBLIGOR FOR THE RETURN OF THE UNEARNED PURCHASE PRICE OF THE SERVICE CONTRACT.

J. THIS DOCUMENT IS NOT AN IMPLIED WARRANTY. THIS COVERAGE IS EXPRESSLY IN LIEU OF ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. REMEDIES UNDER THIS COVERAGE ARE LIMITED TO THE PROVISION OF MATERIAL AND LABOR, AS SPECIFIED HEREIN. WESTERN STATES EQUIPMENT IS NOT RESPONSIBLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.

K. REGISTER OBLIGOR: WESTERN STATES EQUIPMENT COMPANY IS REGISTERED OBLIGOR, WHO IS CONTRACTUALLY OBLIGATED TO THE SERVICE CONTRACT HOLDER OWNERS NAME TO PROVIDE SERVICE UNDER THIS SERVICE AGREEMENT. WESTERN STATES EQUIPMENT COMPANY CAN BE CONTACTED AT THE FOLLOWING ADDRESS OR PHONE NUMBER: WESTERN STATES EQUIPMENT COMPANY 500 E OVERLAND ROAD, MERIDIAN, ID 83642 (208) 888-2287. SERVICE CONTRACT INSURER: CATERPILLAR INSURANCE COMPANY 2120 WEST END AVE., NASHVILLE, TENNESSEE 37203 1 800 248-4228



Caterpillar Inc.
Peoria, Illinois 61629

☐ Check when information has been entered into the Product Information System through Caterpillar dealer terminal.

DO NOT SEND IF
ENTERED INTO P.I.S.

Delivery Service Record

Comprobante Del Servicio de Entrega

DLR CODE	MODEL	MACHINE SERIAL NO.	HOURS	DELIVERY DATE	ENGINE SERIAL NO.
COD. DISTRIB.	MODELO	N/S MAQUINA	HORAS	FECHA DE ENTREGA	N/S MOTOR
H510					

ATTACHMENTS INSTALLED: BUCKET, DOZER, RIPPER, WINCH, CAB, TRANSMISSION, BOOM, STICK, ETC.

ACCESORIOS INSTALADOS: CUCHARON, HOJA, DESGARRADOR, MALACATE, CABINA, TRANSMISION, PLUMA, BRAZO, ETC,

Mfr. & Model or Part No. Fabricante y Modelo o N/P 24" HD BKT 6.2CFT 416-430 D/E/F	Mfr. & Model or Part No. Fabricante y Modelo o N/P	Mfr. & Model or Part No. Fabricante y Modelo o N/P	Mfr. & Model or Part No. Fabricante y Modelo o N/P
Serial No. N/S BL191028845	Serial No. N/S	Serial No. N/S	Serial No. N/S

Customer Name (Please Print)
Nombre del Cliente (con letra de imprenta) City Of Coeur D'Alene

Dirección postal completa 710 E Mullan Ave Coeur d Alene, ID 83814-3958

Country
país USA

Delivery service on this machine has been completed, including the following items. Check() when each item is completed.

El servicio de entrega de esta máquina se ha completado incluso los puntos siguientes, Marque() cada punto que complete.

- | | |
|---|--|
| <input type="checkbox"/> 1. Operation Guide delivered with machine and operating controls and warning labels explained to user.
Se entregó con la máquina la Guía de Operación y se explicó al usuario la operación de los controles y los rótulos de advertencia. | <input type="checkbox"/> 3. Parts Book delivered with machine.
Se entregó con la máquina el Catálogo de Piezas. |
| <input type="checkbox"/> 2. Maintenance Guide delivered with machine and maintenance service, fluid levels and adjustments explained to user.
Se entregó con la máquina la Guía de Conservación y se explicó al usuario el servicio de conservación, ajustes y nivel de fluidos. | <input type="checkbox"/> 4. All items on Delivery Checklist have been completed.
Se hizo todo lo indicado en el Comprobante de Entrega (No. de Forma 01-085314-03). |

User's Signature
Firma del usuario

Dir. Rep. Signature
Firma del representante
del distribuidor

Delivery Checklist CONTINUED ON REVERSE SIDE

At dealership

- ☐ Make sure all pending Safety Product Improvement Programs (PIP) have been completed.
- ☐ Make sure all necessary forms and literature are available.
- ☐ All decals are installed.
- ☐ All attachments are installed/available.
- ☐ Install shipping/service lock pins in fire suppression system (if equipped) when transporting machine.

At delivery area with customer (owner, operator):

- ☐ Explain Parts Book.
- ☐ Explain all warning labels on machine.
- ☐ Show location of all serial numbers on machine.

Lubrication and Maintenance.

- ☐ Explain Maintenance Guide.
- ☐ Instruct how to use lubrication and maintenance chart.
- ☐ Show all lubrication points on the machine and attachments.

Lista de Comprobación SIGUE AL DORSO

En la distribuidora

- ☐ Asegúrese que se completaron los programas pendientes de mejoras al producto para fines de seguridad (PIP).
- ☐ Asegúrese que hay disponibles todas las formas y folletos necesarios.
- ☐ Se han puesto todas las etiquetas.
- ☐ Todos los accesorios están instalados/disponibles.
- ☐ Se han instalado los pasadores de traba para embarque/servicio en el sistema supresor de incendios (si tiene) al transportar la máquina.

En el lugar de entrega, con el cliente (propietario, operador).

- ☐ Explicar el Catálogo de Piezas.
- ☐ Explicar todos los rótulos de advertencia de la máquina.
- ☐ Mostrar ubicación de todos los números de serie en la máquina.

Lubricación y Conservación

- ☐ Explicar la Guía de Conservación.
- ☐ Indicar cómo se utiliza el cuadro de lubricación y conservación.
- ☐ Mostrar todos los puntos de lubricación de la máquina y accesorios.

COMMENT AND REVIEW
to the
REQUEST FOR PROPOSAL (RFP) #032119
Entitled

HEAVY CONSTRUCTION EQUIPMENT WITH RELATED ACCESSORIES, ATTACHMENTS, AND SUPPLIES

The following advertisement was placed in Oregon's *Daily Journal of Commerce* on February 1, 2019 and January 31, 2019 in Utah's *The Salt Lake Tribune*, in *USA Today*, in South Carolina's *The State*, and on the Sourcewell website www.sourcewell-mn.gov, Biddingo, Merx, The New York State Contract Reporter website www.nyscr.ny.gov, Onvia website www.onvia.com, and PublicPurchase.com:

Sourcewell, formerly the National Joint Powers Alliance® (NJPA), on behalf of Sourcewell and its current and potential member agencies, which includes all governmental, higher education, K-12 education, not-for-profit, tribal government, and all other public agencies located in all fifty states, Canada, and internationally, issues this Request For Proposal (RFP) to result in a national contract solution for the procurement of #032119 HEAVY CONSTRUCTION EQUIPMENT WITH RELATED ACCESSORIES, ATTACHMENTS, AND SUPPLIES. Details of this RFP are available beginning January 31, 2019. Details may be obtained by letter of request to James Voelker, Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479, or by e-mail at RFP@sourcewell-mn.gov. Proposals will be received until March 21, 2019 at 4:30 p.m. Central Time at the above address and opened March 22, 2019 at 8:30 a.m. Central Time.

RFPs were requested by and distributed to:

Able Equipment Rental	Komatsu America Corp.
AGS Safety and Supply	Langefels Equipment Co. LLC
Ahern Rentals	Leschak Kitchens Mob, LLC
Alden Equipment, Inc.	Liddell Industries, Inc.
All American Poly Corp.	Link Belt Cranes
All Around Access LLC	Manitex
Anderson Equipment Co.	Manitou
ASV Holdings, Inc.	Manitowoc
Bear Cat Mfg.	Mazergroup
Ben Berg Farm & Industrial equipment Ltd.	M-B Companies
Bid Ocean, Inc.	McCloskey International Ltd.
Black River Contracting	Midwest Equipment Auctions
Bobcat of Helena	MTZ Equipment
Bobcat/Doosan/Clark Equip.	NorMont Equipment Company
BOMAG	Nortrax Canada Inc.
C&B Billings	Odyne Systems
CASE Construction	Office Tree Products
Cashman Equipment Co	Paladin Attachments
Caterpillar, Inc.	Pape Machinery, Inc.

Central Maine Equipment Company	Prime Vendor Inc.
Central Power Systems and Services	Princeton Planning & Project Management, PLLC
ConstructConnect	Prinoth Ltd
Construction Industry Center	RDO Equipment
CSS, Inc.	Reclaim Asphalt
Cutting Edge Excavation	Road Widener LLC
Deltek	Roadtec Inc
Diesel Machinery Inc	Royal Truck & Equipment
Doggett Machinery	RSC Bio Solutions
Doosan Portable Power	SmartProcure
Dynapac North America	Stan Houston Equipment
Earthworks equipment Corporation	State of Oregon
EKA	Suffolk County Brake Service Inc.
Evergreen Specialty Services	Sunbelt Rentals Canada
Federal Contracts Corporation	Technology International, Inc
Franssen Motors Dubai Jet City Equipment	Terex/Genie
FST Canada Inc. o/a Joe Johnson Equipment	Terramac LLC
Government Solutions Team, LLC	Thompson Pump
Green Climber NA	Titan Machinery
H.O. Penn Machinery Company	Toromont Cat
Hartford Truck Equipment Inc	Tracey Road Equipment Inc
HilBilt Sales	Tri-State Truck & Equipment
Hi-Line Rental, LLC	United Rentals
Holt Co	Volvo
Hyundai Construction Equipment Americas	Wacker Neuson Corporation
J.Gross Equipment	Washington State Department of Enterprise Services
JCB	Western Material Handling
John Deere	Wirtgen
Kleis Equipment	XCMG North America Corp.
Kobelco Construction Machinery, U.S.A.	Yeager Enterprises LLC

Proposals were opened on March 22, 2019, at Sourcewell, formerly the National Joint Powers Alliance (NJPA) offices located at 202 12th Street Northeast in Staples, Minnesota 56479, from the following:

BOMAG Americas, Inc.
 Caterpillar Inc.
 CNH Industrial America LLC
 Doggett Heavy Machinery
 Doosan Infracore North America, LLC
 Dynapac North America LLC
 Grove U.S. L.L.C. (dba Manitowac)
 Hyundai Construction Equipment Americas, Inc.
 John Deere Construction Retail Sales

Kobelco Construction Machinery USA, Inc.
Komatsu America Corp.
Link Belt Cranes
Roadtec, Inc
Volvo Construction Equipment North America, LLC
Wirtgen America, Inc.

Proposals were reviewed by the Proposal Evaluation Committee:

James Voelker, CPCM, CFCM, Procurement Lead Analyst
Greg Grunig, Sourcewell Procurement Lead Analyst
Carol Jackson, Sourcewell Procurement Analyst III
Michael Munoz, Sourcewell Procurement Analyst III
Craig West, Sourcewell Procurement Analyst II

The findings of the Proposal Evaluation Committee are summarized as follows:

The Proposal Evaluation Committee used the Sourcewell RFP evaluation criteria and determined that all proposal responses met Level-One responsiveness except for the response received from Doggett Heavy Machinery. The response of Doggett Heavy Machinery was determined to be Level-One non-responsive because the questions on Forms A and P were not answered. All other proposals were found to be responsive and were evaluated.

BOMAG Americas, Inc. is a manufacturer that specializes in roadway construction equipment. BOMAG Americas offers asphalt pavers, screeds, milling machines, rollers and more. The ECO package available on most of their compaction equipment allows for up to a 20 percent reduction in fuel consumption. BOMAG Americas has a strong sales and distribution network throughout the United States and Canada to meet Member needs. BOMAG Americas offers a significant discount for Sourcewell Members.

Caterpillar, Inc provides an extensive line of construction equipment that includes multiple varieties of wheel and track loaders, excavators, skid steers, motor graders, rollers and pavers just to name a few. Remote monitoring and telematics are available on every machine allowing Members to monitor machine health and operation. Caterpillar has an extensive network of approximately 600 authorized dealer locations and 167 rental stores in the United States and Canada that will serve Sourcewell Members. They offer Members a competitive discount on pricing.

CNH Industrial America LLC's construction equipment catalog offers a full complement of backhoes, dozers, motor graders, compaction equipment, rough terrain forklifts, wheel loaders and excavators of different sizes and designs. Case's Heavy Equipment line receive Case ProCare which includes a factory warranty and planned maintenance for the first 3 years/3000 hours and a 3-year advanced telematics subscription. CNH boasts a dedicated dealer network of over 1100 locations across North America. CNH provides Members a solid discount from MSRP.

Grove U.S. LLC dba Manitowoc's product offering includes industrial, rough terrain, all-terrain, lattice and hydraulic crawler, truck mounted and boom truck cranes. Manitowoc includes an initial operation and maintenance training package as part of delivery with every purchase at no additional charge. Manitowoc's robust dealer network is located throughout the United States and Canada. They are offering Members a strong discount from published list prices.

Hyundai Construction Equipment Americas, Inc. provides multiple models of construction equipment including excavators in a range of sizes, wheel loaders, compaction rollers and hydraulic breakers. Hyundai's excavators and wheel loaders have the All Around View Monitoring (AAVM) camera system that provides a 360 degree field of view to the operator available as an enhanced safety feature. Hyundai is prepared to serve Members through a distribution network covering the United States and Canada. Hyundai also offers a competitive discount from catalog prices.

John Deere Construction Retail Sales catalog offers a comprehensive solution of construction equipment including, but not limited to backhoes, crawler, tractor and wheel loaders, dozers, excavators, motor graders and skid steers. John Deere's WorkSight suite of technologies provides features including JDLINK Telematics, machine health prognostics, remote diagnostics and programming, payload weighing and grade control. John Deere's extensive dealer network of nearly 1,500 locations in the United States and Canada stands ready to support Members. John Deere offers Sourcewell Members a significant discount from list prices.

Komatsu America Corp. is providing Sourcewell Members a deep selection of construction equipment including excavators, crawler dozers, motor graders, excavators and wheel loaders. Komatsu also offers two models of hybrid excavators which decrease fuel consumption by up to 20 percent, reduce carbon dioxide emissions and provide a quieter operating environment. Their large dealer network and ten regional parts depots are located across North America to serve Members. Komatsu provides a strong discount from list prices.

Link Belt Cranes offers a wide selection cranes including lattice crawler, telescopic crawler, telescopic rough terrain, telescopic truck and all-terrain models. Link Belt provides a free 24-month subscription to their iCraneTrax Lite telematics network. Their distribution sales team and technicians are located across North America to provide sales and service support. Link Belt offers Members a competitive discount from list prices.

Volvo Construction Equipment North America, LLC catalog includes an extensive array of construction equipment including wheel loaders, excavators, haulers, compactors, pavers, skid steers and compact track loaders. Volvo Co-Pilot offers a fully integrated and supported touch screen machine indication system to machine and operator performance. Volvo's large dealer network is ready to serve Sourcewell Members throughout the United States and Canada. Their pricing proposal offers Members a solid discount from MSRP.

For these reasons, the Sourcewell Proposal Review Committee recommends award of Sourcewell Contract #032119 to:

BOMAG Americas, Inc.
Caterpillar, Inc.
CNH Industrial America LLC
Grove U.S. LLC dba Manitowoc

#032119-BAI
#032119-CAT
#032119-CNH
#032119-GUS

Hyundai Construction Equipment Americas, Inc.
John Deere Construction Retail Sales
Komatsu America Corp.
Link Belt Cranes
Volvo Construction Equipment North America, LLC

#032119-HCE
#032119-JDC
#032119-KOM
#032119-LIN
#032119-VCE

The preceding recommendations were approved on May 9, 2019.

DocuSigned by:

James Voelker

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James Voelker, CPCM, CFCM, Sourcewell Procurement Lead Analyst

DocuSigned by:

Greg Grunig

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Greg Grunig, Sourcewell Procurement Lead Analyst

DocuSigned by:

Carol Jackson

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Carol Jackson, Sourcewell Procurement Analyst III

DocuSigned by:

Michael Munoz

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Michael Munoz, Sourcewell Procurement Analyst III

DocuSigned by:

Craig West

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Craig West, Sourcewell Procurement Analyst II

Date: November 9, 2020

To: General Services/Public Works Committee

From: Melissa Tosi; Human Resources Director

Re: Personnel Rule Amendments

Decision Point: Should the City Council approve the classification change to the City's current Classification and Compensation Plan, and approve amendments for Rule 15. Corrective/Disciplinary Action and Rule 20. Employment Records.

History:

Classification and Compensation Plan

Based on the current needs of the department, the Municipal Services Director submitted an amended IT Database Application Developer position classification for review. Upon review, it is recommended by Ameriben, Human Resource Consulting, that the leveling for this classification increased from a pay grade 16 to a pay grade 17. The additions to the IT Database Application Developer position include managing the day-to-day operations of the City's IT division while performing administrative and technical duties to create and maintain databases that store and organize the City's electronic data and applications. Specific duties include managing daily project work of IT division, preparing and overseeing division budget, recruiting, training and evaluating/supervising IT staff. This position also monitors the IT infrastructure and related system operations, and assesses risk, develops analytical and reporting tools, and researches and evaluates new technology and techniques. The Municipal Services Director discussed this change and the amended leveling of this position during the budget process, but the change of leveling was not made in the current 2020-2021 budget. This update would complete the Municipal Services Director's requested changes in the IT division that was approved during the budget discussions.

Rule 15. Corrective/Disciplinary Action

ICRMP implemented a policy change specific to a liability deductible for the City's employment practices liability insurance. If the City follows the ICRMP policy by consulting with ICRMP prior to taking any adverse employment actions and following advice provided by ICRMP or an attorney assigned by ICRMP with respect to such employment action, ICRMP will waive the per claim deductible of \$5,000. ICRMP also encouraged employers to include such language in their policies to ensure that departments heads are following ICRMP policy and, therefore, avoiding unnecessary expense to the City.

Rule 20. Employment Records

The added information to this rule provides more detailed information specific to Human Resources being the official record keeper of employee files, who has access to the files, what is disclosable to the public, and the destruction of records is based on the City's records retention schedule.

These proposed amendments to the Personnel Rules have been posted for all employees to review. Additionally, the Lake City Employees Association (LCEA), Police Association, and Fire Union are all in agreement with the proposed amendments to the Personnel Rules.

Financial Analysis: The change of leveling for the IT Database Application Developer from a pay grade 16 to a pay grade 17 will result in a 10% increase in the salary range.

- Annual base salary range for IT Database Application Developer (pay grade 16) = \$68,577 - \$96,532 (current)
- Annual base salary range for IT Database Application Developer (pay grade 17) = \$75,441 - \$106,184 (proposed)

For fiscal year 20-21, the financial impact for this classification moving to a pay grade 17 is \$8,639. This fiscal year's cost to the City will be absorbed by existing savings in the Municipal Services budget. The basis for the savings is two-fold. First, the newly classified and approved IT Network Specialist position was ultimately recommended to be leveled at a pay grade 14 (instead of the anticipated pay grade 15, which is an annual savings of \$5,179). Second, there will be additional savings from slow hiring the IT Network Specialist position (additional anticipated savings of approximately \$12,569). There are no hard costs associated with the Personnel Rule amendments to Rule 15 and 20.

Performance Analysis: Authorizing the above noted amendments will provide an updated job classification for the duties and responsibilities needed for the Municipal Services Department. Additionally, the Personnel Rule amendments are necessary to provide consistent and clear policies with up-to-date, relevant information. The updates are further important to keep the Personnel Rules consistent with a general understanding of the essential operations of the City.

Recommendation: The City Council should approve the classification change to the City's current Classification and Compensation Plan, and approve amendments for Rule 15 - Corrective/Disciplinary Action, and Rule 20 - Employment Records.

RULE 15: CORRECTIVE/DISCIPLINARY ACTION

SECTION 1. Purpose

This policy is intended to provide a structured corrective action process to respond to, improve and prevent recurrence of undesirable employee behavior and performance issues. The City will ensure that employees are treated with respect during the corrective action process and will comply with all applicable laws. Disciplinary action may include any or more of the following at the City's discretion: formal verbal reprimand, Letter of Official Reprimand, suspension without pay, demotion, disciplinary probation, and dismissal.

Members of the Fire Union shall refer to the applicable rules and regulations outlined in their collective bargaining agreement and Civil Service Rules and may elect to utilize the Grievance Procedure therein, or may elect to utilize the Appeals and Hearing procedure contained in the Civil Service Rules, but not both.

SECTION 2. Possible Violation of Policy

When information alleging possible misconduct of an employee of a serious nature is brought to the attention of a Department Head or supervisor, he or she shall ensure Human Resources is promptly notified prior to any potential investigation unless disclosure would compromise an ongoing criminal investigation. For the purpose of this rule, serious nature is defined as misconduct that, if substantiated, would constitute a violation significant enough to result in [an adverse employment action, such as](#) discipline of suspension up to and including termination. The Human Resources Director, at his/her discretion, shall be allowed to monitor, assist, observe, and/or participate in any investigation and disciplinary decision.

For allegations involving conduct of City of Coeur d'Alene police personnel, the Coeur d'Alene Police Department's Office of Internal Affairs, or other supervisor designated by the Chief of Police, will conduct the investigation. If the alleged misconduct is regarding harassment, discrimination, or retaliation, the Human Resources Director shall participate in the investigation.

[Prior to taking any adverse employment action against an employee, a Department Head must inform the City of Coeur d'Alene Human Resources and Legal Departments of the nature of the employee's conduct and the contemplated adverse employment action. Human Resources and Legal will then confer with ICRMP, together with the Department Head if practical, pursuant to ICRMP policy. The Department Head shall consider the advice of ICRMP or ICRMP's attorney, and the Human Resources and Legal Departments prior to taking any adverse employment action. If a Department Head fails to follow this policy, any deductible imposed under the ICRMP policy may be charged against the applicable Department budget. Additional consequences, if any, will be determined by the City Administrator.](#)

SECTION 3.

Authority for Disciplinary Action

The City Administrator, in consultation with the Human Resources Director, Department Head, and Legal, as appropriate, may take disciplinary action against any employee. A Department Head may take disciplinary action against any employee under that individual's supervision. Department Heads may delegate to supervisors the authority to relieve an employee of assigned duties in an emergency, pending further action by the Department Head.

SECTION 4.

Disciplinary Action

Discipline is typically administered in a progressive manner so that the least amount of corrective action needed is used to correct the employee's conduct. However, the discipline issued will depend on the seriousness of the violation, which could include termination as the first disciplinary step. All matters involving discipline will remain confidential to the extent possible. A department can specify additional internal procedures to carryout purposes of this rule as long as they are consistent with the provisions of this rule.

SECTION 5.

Types of Corrective/Disciplinary Action

- (a) Formal verbal reprimand: A verbal reprimand is to notify the employee of a deficiency and the action necessary to correct it. Formal verbal reprimands shall be documented, including the date and the basis of the discussion given to the employee.
- (b) Letter of Official Reprimand: If the employee fails to take corrective action after receiving a verbal reprimand, or the offense is deemed serious enough, an employee may receive a Letter of Official Reprimand.
- (c) Suspension: If the employee fails to take corrective action after receiving prior discipline, or the offense is deemed serious enough, an employee may be suspended without pay. Employees suspended without pay for 40 hours or more, shall not accrue vacation and sick leave time during their suspension. Suspension without pay shall not exceed thirty (30) calendar days and shall be served consecutively.
- (d) Demotion: If the employee fails to take corrective action after receiving prior discipline, or the offense is deemed serious enough, an employee may be demoted to a lower pay grade/classification, if a position exists.
- (e) Disciplinary Probation: If the employee fails to take corrective action after receiving prior discipline, or the offense is deemed serious enough, an employee may be placed on disciplinary probation. An employee on disciplinary probation shall continue to accrue vacation and sick leave time. An employee shall not be permitted to participate in promotional examinations or be considered for promotion while on disciplinary probation. [Employee is not eligible for merit](#)

[increase while on disciplinary probation.](#) Disciplinary probation shall be for a period of not less than one (1) month and no more than twelve (12) months. Employees on disciplinary probation may be terminated for failure to meet job requirements.

- (f) Dismissal: If the employee fails to take corrective action after receiving prior discipline, or the offense is deemed serious enough, an employee may be terminated “for cause.” Termination “for cause” means that the employee is terminated based on information allowing the City to reasonably conclude that the employee engaged in misconduct, and/or failed to perform in a satisfactory manner, and/or violated a policy or rule. An employee terminated by the City for cause shall receive all earned wages due and be paid for all current eligible accruals as required by state law.

SECTION 6. Notice of Disciplinary Action

After determining a particular alleged violation merits discipline, the Human Resources Director or a Department Head taking disciplinary action against an employee must give notice of discipline in writing to the employee. The written notice of disciplinary action provided to the employee shall be reviewed by the Human Resources Director and Legal prior to delivery. Written notice of disciplinary action shall include:

- (a) A statement supporting the disciplinary action outlining the dates and times for the alleged offenses, and what the employee allegedly did, and shall reference any policies, rules, laws, or previous directives that the employee allegedly violated or received. The statement shall also contain expectations for corrective action.
- (b) A copy of the Right of Appeal procedure.

SECTION 7. Intent to Dismiss, Pre-Termination Hearing, Dismissal

When the disciplinary action to be taken is dismissal, the employee shall be provided an Intent to Dismiss letter in person or by certified mail, which includes the required statement supporting the disciplinary action.

The Intent to Dismiss letter provides the employee a reasonable opportunity to respond to the proposed disciplinary action. The Intent to Dismiss letter will include a scheduled date for a pre-termination hearing, which shall be set no later than ten (10) days following delivery of the notice to the employee. The pre-termination meeting shall include the Department Head, Human Resources Director, City Administrator, and Legal representative, or their designees. The employee is allowed to have representation present during the hearing. If the employee fails to attend the meeting, the City will base the final decision on the available evidence.

Following the pre-termination hearing, should the Department Head find there is sufficient cause to proceed with the dismissal, or other disciplinary action, the Human Resources Director or Department Head shall provide the written notice of such action,

along with their appeal rights, not more than three (3) working days following the date of the pre-termination hearing.

SECTION 8. Investigative File/Results

At the conclusion of any investigation which results in disciplinary action, the original complaint, the final disciplinary documentation, and any written response provided by the accused, shall be provided to and maintained by Human Resources. Any documented discipline issued will remain the employee's personnel file.

RULE 20: EMPLOYMENT RECORDS ~~REPORTS AND RECORDS~~

SECTION 1. Official Personnel File

There shall be only one official personnel file for each employee and that file shall be maintained in ~~The~~ Human Resources ~~Director~~. Human Resources shall maintain a personnel file for each employee in the service of the City. The employment records shall include, but not be limited to, applicant records, employee records, and retiree records. ~~showing the name, title or position held, the department to which assigned, salary, changes in employment status, and such other information as may be considered pertinent.~~

Within these personnel files will be kept all records of employee wages, performance evaluations, employment status, disciplinary action, and other relevant materials related to the employee's service with the City of Coeur d'Alene. The employee's supervisor and the employee himself/herself may contribute materials to the personnel files relevant to the employee's employment and approved by the Human Resources Director.

SECTION 2. Access to Personnel File

Only Human Resources, the employee's supervisor and Department Head, the Mayor, attorneys for the City, and the employee are authorized to view materials in the personnel file. Based upon the general confidentiality of personnel files, access by the individuals listed above to such files will be allowed only when authorized after consultation with legal counsel for the City and only for legitimate employment related reasons.

Information regarding personnel matters will only be provided to other outside parties with a release from the employee, if deemed necessary by legal counsel for the City, or pursuant to Court order. The City reserves the right to disclose the contents of personnel files to authorized state or federal agencies, its insurance carrier or its carrier's agents for risk management purposes, or when necessary to defend itself in civil or criminal litigation. An employee shall have the right to review his/her personnel file at any reasonable time, subject to the restrictions of Idaho Code § 74-113(3), and copies of such materials in an employee's personnel file are available to that employee without charge.

SECTION 3. Employee Benefits/Medical Files

A benefits/medical file is maintained by Human Resources for each employee and kept in a separate file from the employee's official personnel file. Benefits/Medical files include, but are not limited to, employee benefit elections, family medical leave, medical certification, return to work notes, and sick leave bank applications. This file is only accessible by the employee and Human Resources.

If an employee provides their department with any medical documentation, the supervisor shall forward the documentation to Human Resources. Departments shall not keep or retain a copy of any medical information.

SECTION 4. Disclosure to the Public

Except to individuals allowed access as specified in Section 2, only the following information may be released to the general public about current or separated employees: employment history, classification, pay grade and step, longevity, gross salary and salary history, status, workplace and employing agency. All other personnel information relating to an employee or applicant including, but not limited to, information regarding sex, race, marital status, birth date, home address and telephone number, applications, testing and scoring materials, grievances, discipline information, correspondence and performance evaluations, and protected health information, shall not be disclosed to the public without the employee's or applicant's written consent, except as allowed by law.

SECTION 52. Change-of-Status Report

All employment changes for an employee, including but not limited to, Every appointment, transfer, promotion, demotion, change of salary-wage rate, discipline, separation, and other temporary or permanent change in status of employees, shall be reported promptly to the Human Resources for proper documentation~~Director in such manner as he may prescribe.~~

SECTION 63. Destruction of Records from Personnel Files

The records contained in an employee's personnel file are considered an official record of the City and shall not be removed or destroyed from the personnel file until the file is purged in accordance with the City's records retention schedule.

~~Personnel files and payroll records shall be kept and maintained indefinitely. All other records relating to personnel, including correspondence, examinations and reports may be destroyed after a period of two (2) years from their inception or as otherwise required by law.~~

**COEUR D'ALENE CITY COUNCIL
STAFF REPORT**

DATE: November 9, 2020
FROM: Troy Tymesen, City Administrator/Arts Commission Liaison
SUBJECT: APPROVAL OF AWARD OF PERFORMING ARTS GRANTS

DECISION POINT: Should Council approve the award of Performing Arts Grants to the Coeur d'Alene Symphony Orchestra, Coeur d'Alene Summer Theatre, Chorale Coeur d'Alene, and Inland Northwest Opera, using Lake District URD funds set aside for public art?

HISTORY: The City of Coeur d'Alene Arts Commission Public Art Policy, adopted by the City Council pursuant to Resolution No. 00-101 on November 2, 1999, amended by Resolution No. 08-017 on April 1, 2008, and amended by Resolution No. 17-027 on May 2, 2017, designates the Coeur d'Alene Arts Commission as the standing committee charged by the City Council to oversee the Public Art program. In 2017, the City Council approved ordinance #3571, Council Bill #17-1014, which expanded public art parameters to include: arts, education, performing arts, visual arts, community arts partnerships, and public art programming.

For many years, it has been the practice of the City's urban renewal district Board to contribute a percentage of their revenue to a dedicated Public Art fund, for public art located in the boundaries of the urban renewal districts, with the funds being managed and overseen by the Coeur d'Alene Arts Commission, under the direction of the Coeur d'Alene City Council. The contributions of ignite cda have enabled the Coeur d'Alene Arts Commission to commission many iconic, placemaking pieces of art in locations such as Northwest Boulevard, Seltice Way, McEuen Park, Riverstone Park, Midtown, the Education Corridor, and in other locations within the urban renewal districts.

In early 2020, a global pandemic, COVID-19, impacted not only the residents and businesses in the area, but due to quarantine restrictions and social distancing requirements, the City's performing arts community was virtually shut down. Because live performance seasons were entirely cancelled due to the pandemic, professional performing arts companies could not open or fulfill their seasons. The performers were not eligible for unemployment as they are not W-2 wage earners. The organizations were unable to secure rights to shows or conduct fundraisers that support operations normally executed during their regular course of business.

On June 23, 2020, the Coeur d'Alene Arts Commission approved the use of URD public art funds for the Performing Arts Grant program. Subsequently, the ignite CDA board met on July 15, 2020, and approved the use of ignite cda public art funds for the grant program, with the following conditions:

- The performing arts activity must occur within the ignite cda funding district's boundaries or directly relate to the funding district in some clear way;
- The performing arts activity must demonstrably impact economic development in the ignite cda funding district;
- The selection committee will consist of members of the Arts Commission, a representation from the ignite cda Board, and a City elected official; and
- The selection committee's recommendation will be submitted to the Coeur d'Alene Arts Commission for approval, followed by a presentation by the grant nominees to the ignite cda Board and approval from the ignite cda Board, with final approval by the City Council.

On August 4, 2020, the City Council approved the one-time Performing Arts Grant program, with total grant funds to be distributed not to exceed \$100,000.

The Performing Arts Grant Selection committee met on September 3, 2020, to review the nine grant applications that were received. The four finalists selected were:

- Coeur d'Alene Symphony Orchestra – Grant Amount Requested \$50,000
- Coeur d'Alene Summer Theatre – Grant Amount Requested \$50,000
- Chorale Coeur d'Alene Coeur d'Alene – Grant Amount Requested \$10,000
- Inland Northwest Opera – Grant Amount Requested \$50,000

The recommendations of the Performing Arts Grant Selection Committee were presented to the Arts Commission at its meeting on September 22, 2020, and were approved unanimously. Subsequently the four finalists were requested to make presentations to the ignite cda Board at their meeting on October 21, 2020, and were provided with additional information via letter regarding information that the ignite board was seeking from the presentation, as follows:

- Organizations should provide an understanding of their financial position – for example, what were their typical annual revenue and expenses pre-COVID and now, during COVID.
- Organizations should demonstrate how the grant funds would be used to cover the loss of revenue due to COVID to sustain the organization.
- Organizations should provide concrete examples of the impact of their operations on the Lake District URD. Generalizations about bringing in audiences from within or to the district will not be as impactful as more detailed statistics and information related to the economic impact of the organization on the District.

The ignite cda Board met on October 21, 2020, and the four finalists presented to the Board. The ignite Board was supportive of the issuance of grant awards to the finalists, with award amounts to be determined by the Performing Arts Grant Selection Committee, and then approved by the Arts Commission and City Council.

The recommendations of the ignite cda Board were presented to the Performing Art Grants Subcommittee at their meeting on October 23, 2020, at which time the subcommittee made the following grant award recommendations:

- Coeur d'Alene Symphony: \$31,250
- Inland Northwest Operate: \$31,250
- Coeur d'Alene Summer Theatre: \$31,250
- Chorale CDA: \$6,250

The grant award recommendations were presented and unanimously approved by the Arts Commission at their meeting on October 27, 2020.

FINANCIAL ANALYSIS: Total grant funds proposed to be distributed from the Lake District Public Art Fund are \$100,000, leaving a balance of approximately \$225,000 for future public art projects.

PERFORMANCE ANALYSIS: Grantees must be able to match funding, either in-kind or other, at 25%. Eligible funding uses are for documented venue/facility fees or royalties. The grant funds must be used within the next 36 months, with required annual reporting to the Arts Commission.

DECISION POINT/RECOMMENDATION: Council should approve the award of Performing Arts Grants to the Coeur d'Alene Symphony Orchestra in the amount of \$31,250, Coeur d'Alene Summer Theatre in the amount of \$31,250, Inland Northwest Operate in the amount of \$31,250, and Chorale Coeur d'Alene in the amount of \$6,250, for total grant funds disbursed in the amount of \$100,000, using Lake District URD funds set aside for public art.

Performing Arts Grant Agreement

Date of Agreement:

Grantee:

Purpose of Grant:

Total Amount of Grant:

Award Date:

Grant Period:

This grant is awarded by the City of Coeur d'Alene (hereinafter referred to as the "City") to Grantee subject to the following terms and conditions:

A. Grantee acknowledges and agrees that:

1. It is an established community contributor with five (5) or more years in operation;
2. It is a non-profit or Idaho corporation, with a history of employing at least one paid staff/manager and compensated performers;
3. It has demonstrated economic impact generators to or within the City's urban renewal districts;
4. It will provide a funding match, either in kind or cash, of twenty-five percent (25%);
5. It will use the grant funds only for documented venue/facility fees or royalties;
6. It will use the grant funds must be used within thirty-six (36) months;
7. It has a social security number or tax identification number issued by the Internal Revenue Service;
8. It will maintain adequate liability insurance, and provide proof of such insurance to the City, for any events funded in whole or in part by the grant funds; and
9. It will comply with the Municipal Code Chapter 9.56 which prohibits discrimination in housing, employment, and public accommodations related to sexual orientation and/or gender identity/expression. Further, Grantee shall not discriminate in the provision of its services, hiring practices, or procurement on any of the following bases: Race, Color, National Origin, Family Status, Sex, Handicap Condition, or Religion. The Grantee agrees to comply with Idaho Code and with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104 (b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973 and the American with Disabilities Act of 1990, The Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.

B. It is expressly agreed and understood that the total amount to be paid by the City under this Agreement shall not exceed the amount shown above without an amendment to this agreement and

authorization from City Council for additional funds. Grant funds will be disbursed only for documented venue/facility fees or royalties.

C. Grantee shall submit a request for payment of actual eligible expenses, which request shall be numbered and dated. The request shall at a minimum include the project name and provide a detailed itemization of costs. All requests shall be supported by sufficient documentation such as receipts, billings, invoices, timesheets, or other similar documents. A Progress report must be submitted with the pay request.

D. Grantee may not use any grant funds to lobby or otherwise attempt to influence legislation, to influence the outcome of any public election, or to carry on any voter registration drive. Grantee further agrees that funds provided under this Agreement will not be used for religious activities such as worship, religious instruction, or proselytizing. This grant must be used for the purposes identified above, as described in the Grantee's proposal and related correspondence, and may not be expended for any other purposes. Grantee accepts responsibility for complying with this agreement's terms and conditions and will exercise full control over the grant and the expenditure of grant funds. The City may request that Grantee return any unexpended grant funds remaining at the end of the grant period.

E. Grantee will provide to the City an Annual Report, Audited Financial Statement, and paid-staff affidavit at the end of each of Grantee's fiscal years during the grant period.

F. Grantee will provide promptly such additional information, reports and documents as the City may request and will allow the City and its representatives to have reasonable access during regular business hours to files, records, accounts or personnel that are associated with this grant, for the purpose of making such financial reviews, verifications or program evaluations as may be deemed necessary by the City.

G. Grantee will allow the City's Arts Commission to review and approve the text of any proposed publicity concerning this grant prior to its release. All promotional items, regardless of media format, shall have an approved CDA Arts Commission logo and support acknowledgment.

H. The City reserves the right to discontinue, modify or withhold any payments to be made under this grant award or to require a total or partial refund of any grant funds, if, in the City's sole discretion, it deems such action is necessary: (1) because Grantee has not fully complied with the terms and conditions of this grant; (2) to protect the purpose and objectives of the grant; or (3) to comply with any law or regulation applicable to the Grantee, to the City, or this grant.

I. Grantee shall hold harmless, defend, and indemnify the City and its representatives from any and all claims, actions, suits, charges, and judgments or losses of any kind, nature, and description, including costs, expenses, and attorney fees, that may be incurred by reason of any act or omission, neglect, or misconduct of Grantee that may arise out of or which is in any way related to this Agreement.

J. Grantee's deposit, negotiation, or endorsement of the City's check for any grant funds will constitute its agreement to the terms and conditions set forth above. However, for the City's files, please have the enclosed copy of this agreement reviewed and signed where indicated by an authorized officer of Grantee and then returned to us within three weeks of receipt of this agreement. Grantee may wish to have this agreement reviewed by legal counsel.

On behalf of Grantee, I understand and agree to the foregoing terms and conditions of the City's grant, and hereby certify my authority to execute this agreement on Grantee's behalf.

Signature: _____

Printed Name: _____

Title: _____

Date: _____



WASTEWATER DEPARTMENT

In service of the protection of OUR COMMUNITY and OUR ENVIRONMENT we collect and treat wastewater, transforming it into a valuable resource. We constantly strive to improve the quality of water through new technology and ideas. Our focus is always to provide this valuable service as fiscally responsible stewards of the rate payer's investment.



The Department at the Bottom of the Hill

- Over 225 miles of pipe.
- 11 lift stations
- 4815 manholes
- Over 16,000 connections
- All electronically mapped through a Geographic Information System
- Collection Crew:
 - 5.5 Operators
 - 1 Field Inspector
 - 1 Chief Operator



Water Resource Recovery Facility

- Average flow is 3.454 MGD
- Pollutant removal efficiency:
 - CBOD: 99.5%
 - 6862 lbs. / day
 - TSS: 100%
 - 9558 lbs. / day
 - Ammonia: 99.6%
 - 1023 lbs. / day
 - Phosphorous: 98.7%
 - 197 lbs. / day
- 3 Stages of Treatment
 - Primary Clarifiers
 - Secondary Trickling Filters & Clarifiers
 - Tertiary Membranes
- Plant Staff:
 - 6 Operators
 - 2 mechanics
 - 1 electrician/automation engineer
 - 1 Chief Operator



Wastewater Lab

- Runs 100's of samples run every week for both process control and reporting requirements
- 10 different tests
- Annual QA/QC testing
- Staff:
 - 2 Lab Analysts
 - 1 Lab/Pretreatment Supervisor



Coeur d'Green Compost

- Almost 5000 yards of compost made last year, that's 500 standard sized dump trucks.
- 300 yards of compost was given away during our annual event.
- Staff
 - 1.5 Compost Operators
 - 1 Lead Compost Operator



Administration

- **Staff:**
 - Administrative Assistant
 - Utility Project Manager
 - Capital Program Manager
 - Assistant Superintendent
 - Superintendent



Projects Ongoing and On the Horizon

- **New Collections Building**
 - Centrally located near the Compost grounds
- **Operations Center**
 - Refit old Collections Building
 - Frees up valuable real estate within the treatment facility envelope.
- **New Centrifuge**
 - Replace existing belt filter press
 - Increase biosolids dryness more than 50%, from 16% solids to 25% solids
- **Facility Plan Update**
- **Collection System Master Plan Update**



Coeur d'Alene, meeting the challenge!

1981



2020



City of
Coeur d'Alene
IDAHO