



NOTICE OF WORK SESSION

In accordance with Section 38-431.01 of the Arizona Revised Statutes of the State of Arizona, notice is hereby given to the Members of City Council and to the general public that the Mayor and Council of the City of San Luis, Arizona, will hold a Work Session meeting at 6:30 p.m., Wednesday, August 17, 2016. The Work Session will take place at the City Council Chambers, located at 1090 E. Union Street, San Luis, Arizona, 85349. Everyone from the public is invited to attend the open meeting.

In accordance with the Americans with Disabilities Act (ADA) and Section 504 of the Rehabilitation Act of 1973, the City of San Luis does not discriminate on the basis of disability in the admission of or access to, or treatment of employment in its programs, activities, or services. For information regarding rights and provisions of the ADA or Section 504, or to request reasonable accommodations for participation in City programs, activities or services contact: ADA/Section 504 Coordinator, City of San Luis Human Resources Department, 1090 E. Union Street, San Luis, Arizona, 85349; (928) 341-8520.

Notice is hereby given that pursuant to A.R.S. §1-602.A.9, subject to certain specified statutory exceptions, parents have a right to consent before the State or any of its political subdivisions make a video or audio recording of a minor child. Meetings of the City Council are audio and/or video recorded, and, as a result, proceedings in which children are present may be subject to such recordings. Parents in order to exercise their rights may either file written consent with the City Clerk to such recordings, or take personal action to ensure that their child or children are not present when a recording may be made. If a child is present at the time a recording is made, the City will assume that the rights afforded parents pursuant to A.R.S. §1-602.A.9 have been waived.

THIS NOTICE IS GIVEN BY:

/s/ Sonia Cornelio, City Clerk

AVISO DE SESION DE TRABAJO

De acuerdo con los Estatutos del Estado de Arizona A.R.S. §38-431.01, se le informa a los miembros del Cabildo y al público en general que el Alcalde y el Cabildo, tendrán una Sesión de Trabajo a las 6:30 p.m., el día Miércoles, 17 de Agosto del 2016. La junta se llevara a cabo en la Sala del Cabildo, ubicada en el 1090 E. Union Street, San Luis, Arizona, 85349. El público está cordialmente invitado a la junta.

De acuerdo con el Acta de Americanos con Discapacidades y la Sección 504 del Acta de Rehabilitación del 1973, la Ciudad de San Luis, Arizona no discrimina por causa de discapacidad la admisión y acceso a sus programas, actividades, servicios o en el trato en cuanto a empleo. Para más información referente a derechos y provisiones del Acta de Americanos con Discapacidades o Sección 504, o para solicitar adaptaciones que sean razonables para la participación en programas, actividades o servicios de la Ciudad, contactar al: Coordinador del Acta de Americanos con Discapacidades/Sección 504, Departamento de Recursos Humanos de la Ciudad de San Luis, Arizona, ubicado en el 1090 E. Union Street, San Luis, Arizona, 85349; (928) 341-8520.

Por medio de este aviso y de acuerdo con los Estatutos del Estado de Arizona A.R.S §1-602.A.9, sujeto a ciertas excepciones reglamentarias, los padres de familia tienen el derecho de dar el consentimiento ante el Estado o cualquiera de sus subdivisiones políticas para hacer una grabación de audio o video de su hijo menor de edad. Las juntas del Cabildo se graban en audio y/o video y como resultado, el hecho de que haya menores presentes puede ser sujeto a que sean grabados. Para que los padres de familia puedan ejercer sus derechos pueden dar el consentimiento por escrito con la Secretaria de la Ciudad a tal grabación, o tomar acción personal para asegurarse que su hijo menor no esté presente cuando la grabación se lleve a cabo. Si un menor de edad está presente en el momento de la grabación, la Ciudad asumirá que los padres de familia están cediendo los derechos sobre una posible grabación de acuerdo con los Estatutos del Estado de Arizona A.R.S. §1-602.A.9.

ESTE AVISO ES DADO POR:

/f/ Sonia Cornelio, Actuaría de la Ciudad



AGENDA
Work Session
San Luis City Council
San Luis Council
Chambers
1090 E. Union Street
San Luis, AZ 85349
August 17, 2016
6:30 p.m.

MEMBERS OF THE CITY COUNCIL WILL ATTEND EITHER IN PERSON, TELEPHONE, OR VIDEO CONFERENCE COMMUNICATION

- 1. CALL TO ORDER/ROLL CALL**
- 2. AGENDA ITEM(S):**
 - 2. A.** Discussion on any and all matters regarding the purchase of a new Peterbilt 348 dump truck for the Wastewater Sludge Management Program for the Public Works Department, Wastewater Division. **(Manuel Rojas, Assistant Public Works Director)**
- 3. DISCUSSION ITEM(S):**
 - 3. A.** Presentation followed by discussion on any and all matters regarding advanced water metering infrastructure. **(Olivia Jenkins, Utilities Director and Dana Kepner Company)**
 - 3. B.** Discussion on any and all matters regarding street lighting along County 22nd Street and 8th Avenue (Commonly known as "Sidewinder Road"). **(Vice Mayor Matias Rosales and Eulogio Vera, Public Works Director)**
 - 3. C.** Discussion on any and all matters regarding an economic development incentive policy for the recruitment of businesses. **(Vice Mayor Matias Rosales and Jenny Torres, Community Development Director)**
 - 3. D.** Discussion on any and all matters regarding a walking path along the East Main Canal from San Luis High School to Highway 95. **(Vice Mayor Matias Rosales and John Starkey, Planning & Zoning Director)**
- 4. ADJOURNMENT**

IN THE EVENT A MAJORITY OF THE COUNCIL IS NOT PRESENT, AN INFORMAL PUBLIC WORK SESSION MAY BE HELD.



AGENDA ITEM REVIEW FORM

Work Session

2. A.

Meeting Date: 08/17/2016

Department Head: Manuel Rojas, Assistant Public Works Director, Public Works Department

Submitted By: Manuel Rojas, Assistant Public Works Director, Public Works Department

Action Requested:

ITEM:

Discussion on any and all matters regarding the purchase of a new Peterbuilt 348 dump truck for the Wastewater Sludge Management Program for the Public Works Department, Wastewater Division.
(Manuel Rojas, Assistant Public Works Director)

SUMMARY:

The new dump truck purchase is Fiscal Year 2017 approved. Subject purchase is a cooperative purchase under HGACBUY, contract #HT06-16. The new dump truck will replace a damaged 1985 retrofitted Solid Waste unit in Wastewater Division. The new equipment will enable the City and Wastewater Division to comply with Arizona Department of Environmental Quality and Yuma County health regulations. The primary use of subject equipment is Wastewater Sludge Management and an asset to the daily operations. In 2015, the City produced approximately 972 tons of sludge in the West and East Wastewater Treatment Plants. Staff recommends purchase of subject equipment in the amount of **\$154,956.25**.

RECOMMENDATION / SUGGESTED MOTION:

Discussion item only, no action.

Supporting information not attached to the Agenda Item Review Form:

N/A

Document to be Recorded?:

Fiscal Impact

| | |
|--|-------------------|
| IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM: | yes |
| CITY/STATE/FEDERAL FUNDS: | Enterprise Funds |
| TOTAL: | \$154,956.25 |
| BUDGETED: | \$160,000.00 |
| AVAILABLE TO TRANSFER: | N/A |
| GL ACCT # & NAME/REMAINING BALANCE BEFORE PURCHASE: | 310-311-90005.806 |
| FISCAL IMPACT STATEMENT (IF THIS IS A BUDGET TRANSFER, YOU MUST ATTACH THE BUDGET ADJUSTMENT FORM): | |

Approved FY17, purchase of new dump truck for Wastewater Sludge Management Program, for Wastewater Division, subject purchase is for a total of \$156,956.25.

Wastewater Capital Outlay -Equipment Impact Fee Account [310-311-90005.806](#), with a balance before purchase of \$160,000.

Attachments

HGACBUY Bid

HGACBUY HT06-16 Contract

RUSH TRUCK CENTERS OF TEXAS, L.P.

CITY OF SAN LUIS

July 29, 2016

PETERBILT COMPUTATIONS:

PETERBILT 348 CHASSIS: [DUMP TRUCK]

OPTIONS CALCULATIONS:

COMPLETE CHASSIS LIST PRICE: \$ 162,658.00

CHASSIS LIST: \$ 99,848.00

CHASSIS OPTIONS LIST: \$ 62,810.00

LIST

\$ 62,810.00 0.8710 \$ 54,707.51

CONTRACT UPCHARGE/DISCOUNT: .8710

BODY PUBLISHED OPTIONS:

RTC-0008 DEMOLITON (BATHTUB) DUMP BODY \$ 25,125.00

RTC-0029 ELECTRIC TARP \$ 3,550.00

RTC-0035 PINTLE HITCH \$ 5,688.00

BODY OPTIONS TOTAL \$ 34,363.00

TOTAL OF PUBLISHED OPTIONS [FOR PAGE ONE] \$ 89,070.51

PETERBILT & RUSH TRUCK OPITON CALCULATIONS



Rush Truck Center, Yuma

3382 E. Gila Ridge Rd.

Yuma, AZ 85365

928-726-9818

Customer Proposal Letter

City of San Luis
1090 E. Union Street
San Luis, AZ 85349
(928) 341-8589
ssandoval@cityofsanluis.org
Salvador Sandoval

Salvador Sandoval, thank you for the opportunity to earn your business. We look forward to working with you on your business needs. Please accept the following proposal.

VEHICLE

Make Peterbilt Model 348 Year 2017 Stock Number 682512
Additional Vehicle and Accessories Description _____ To be delivered on or about _____

| Quantity | <u>1</u> | Total |
|---|---------------------|---------------------|
| Truck Price per Unit | <u>\$132,766.00</u> | <u>\$132,766.00</u> |
| F.E.T. (Factory & Dealer Paid) | <u>\$13,007.00</u> | <u>\$13,007.00</u> |
| Net Sales Price | <u>\$145,773.00</u> | <u>\$145,773.00</u> |
| Optional Extended Warranty(ies) | | |
| State Sales Tax | <u>\$8,911.25</u> | <u>\$8,911.25</u> |
| Documentary Fee | <u>\$250.00</u> | <u>\$250.00</u> |
| Administration Fee | | |
| Vehicle Inventory Tax | | |
| Additional Taxes | | |
| Tire Recycling Program | <u>\$22.00</u> | <u>\$22.00</u> |
| Battery Disposal Fee | | |
| Out of State Vehicle Fee | | |
| Rebate(s) | | |
| Total Sales Price (Including Rebate(s)) | <u>\$154,956.25</u> | <u>\$154,956.25</u> |
| Trade Allowance (see DISCLAIMER Below) | | <u>\$0.00</u> |

Sales Representative _____ Michael McGee
signature printed name

Purchaser _____
signature printed name

_____ date

Accepted by Sales Manager or General Manager _____
signature printed name

Quote good until **8/17/2016** Note: The above Customer Proposal is a quotation only. Sale terms subject to approval of Sales Manager of Dealer.

DISCLAIMER: Any order based on this Proposal subject to Customer executing Dealer's standard form Retail Purchase Order incorporating above terms. Any documentary fees, state tax, title, registration and license fees subject to adjustment and change. Actual F.E.T. to be paid by Dealer, subject to adjustment. Any F.E.T. variance will be responsibility of Dealer. Manufacturer has reserved the right to change the price to Dealer of any vehicle not currently in Dealer's stock, without notice to Dealer. If Quoted Vehicle(s) not currently in Dealer's stock, Dealer reserves right to change Quotation Total to reflect any price increases from Manufacturer. This Proposal is based upon Dealer's current and expected inventory, which is subject to change. Dealer not obligated to retain any specific vehicles in stock, nor maintain any specific inventory level. Dealer shall not be obligated to fulfill Proposal in event quoted vehicle(s) not in stock or available within requested delivery schedule at time Proposal accepted. Dealer shall not be liable for any delay in providing or inability to provide Quoted Vehicle(s), where such inability or delay is due, in whole or in part, to any cause beyond the reasonable control of Dealer or is without the gross negligence or intended misconduct of Dealer. Above listed Trade Value based upon current appraisal of Trade Vehicle(s). Dealer may adjust Trade Value of Trade Vehicle(s) to reflect changes in condition and/or mileage of Trade Vehicle(s) between date of current appraisal and acceptance of this Proposal by Customer.

PETERBILT
VMXXR036-1
UNIT TYPE 2

CHASSIS FINAL BILL
FOR VIN 2NP3XJ0X1HM423155
OF FLEET 423155 THRU 423156

PAGE 001
AS OF 06/16/16

DEALER CODE - A265
NAME AND ADDRESS
RUSH TRK CTRS OF ARIZONA

9600 WEST ROOSEVELT ST

TOLLESON AZ 85353

CUSTOMER NO - IIP9
AZNV SUPER10 AUTO

DATES
REQ DELV 06/28/16

DELIVERY 06/16/16
PRIC EFF 06/16/16

PREVIOUS CHASSIS NO.

THE FOLLOWING LIST DESCRIBES ALL COMPONENTS USED FOR THIS CHASSIS
DIMENSIONS AND WEIGHTS FOR THE ENTIRE ORDER ARE STATED IN CUSTOMARY.

APPLICATION

COMMODITY HAULED 0091070 CONSTRUCTION MATERIALS
INTENDED SERVICE 0093340 CITY DELIVERY

BODY

BODY TYPE 0095020 FLATBED
BODY LENGTH 288.00 IN BODY HEIGHT 102.00 IN
MAX LADEN WEIGHT 1000.00 LBS

TRAILER

TRAILER TYPE
TRAILER LENGTH .00 FT TRAILER HEIGHT .00 FT
KINGPIN .00 IN CTR LINE AXLE GRP .00 IN
CORNER RADIUS .00 IN NO TRAILER AXLES 00

OPERATING AREA RESTRICTIONS

LENGTH 65.00 FT WIDTH 102.00 IN HEIGHT 13.50 FT
**** DEALER ASSIGNED:

CHASSIS

FRONT AXLE LOAD 20000.00 LBS REAR AXLE LOAD 40000.00 LBS GCW 66000.00 LBS
WHEELBASE 256.00 IN FAX/BOC 72.20 IN CAB/AXLE 183.80 IN
CAB/EOF 293.80 IN MAXIMUM GRADE 06 PERCENT HIGHWAY 100
‡ CLASS B 000
‡ CLASS C 000
‡ CLASS D 000

SPECIAL REQUIREMENTS
SPECIAL RESTRICTIONS 0098010 CALIFORNIA REGISTRY

ENGINEERING ASSIGNED RATINGS

GAWR FRONT: 20,000.00 LBS
GAWR FIRST INTER 8,000.00 LBS SECOND INTER 20,000.00 LBS
GAWR REAR: 20,000.00 LBS
GVWR: 66,000.00 LBS

| CODE | DESCRIPTION | PUB CD | PRICE | WEIGHT |
|---------|--|--------|--------|--------|
| ----- | ----- | ---- | ----- | ----- |
| | BASE MODEL | | | |
| 0003481 | MODEL 348 MEDIUM DUTY | P | 99,848 | 10,639 |
| 0100000 | THE CODES LISTED IN N01XX LINES WERE NOT VALID FOR THIS MODEL OR YOUR DESCRIPTION DID NOT PROVIDE ADEQUATE INFORMATION FOR A CODE TO BE DETERMINED YOU SHOULD CONTACT THE OPTION APPROVAL GROUP FOR A VALID CODE OF THE OPTION DESIRED. A SALES CHANGE NOTICE WILL BE REQUIRED TO HAVE THE OPTION ADDED TO THIS ORDER. | U | 0 | 0 |
| N0101 | 2539090 | | | |
| 0200700 | NOT APPLICABLE SECONDARY MANUFACTURER | P | 0 | 0 |
| | FRAME AND EQUIPMENT | | | |
| 0514080 | 10-3/4" STEEL RAILS 403-444" 3/8" RAIL THICKNESS | P | 1,008 | 362 |
| 0612230 | CUSTOM WHEELBASE OR OVERHANG | P | 350 | 0 |
| 0613090 | THREE-PIECE CROSSMEMBERS | P | 0 | 0 |
| 0644090 | EOF SQUARE WITHOUT XMBR | P | 0 | 0 |
| 0651090 | USE WITH BODY BUILDER INSTALLED XMBR OMIT REAR MUDFLAPS & HANGERS | P | 0 | 0 |
| | FRONT AXLE AND EQUIPMENT | | | |
| 1011360 | DANA SPICER D2000F 20,000 LB 3.5" DROP | P | 1,566 | 445 |
| 1114030 | TAPER LEAF SPRINGS, SHOCKS 20,000 LB | P | 1,312 | 0 |
| 1243050 | POWER STEERING SHEPPARD HD94 DUAL | P | 816 | 0 |
| 1250250 | POWER STEERING RESERVOIR, FRAME MOUNTED W/COOLER | P | 154 | 2 |
| 1353500 | PHP10 ALUMINUM LMS HUBS | P | 0 | 0 |
| 1380280 | BENDIX AIR CAM FRONT DRUM BRAKES 16.5X7 16,000-22,000 LB STR OR FRT DRIVE | P | 167 | 0 |
| 1391390 | LONG STROKE BRAKES, FRONT AXLE | P | 25 | 0 |
| 1391410 | GUSSETED CAM BRACKETS, STEER AXLE | P | 24 | 0 |
| 1392970 | HEAVY DUTY CAM BUSHINGS, STEER AXLE | P | 26 | 0 |
| | REAR AXLE AND EQUIPMENT | | | |
| 1523300 | DANA SPICER DSP41 40,000 LB | P | 8,284 | 2,125 |
| 1603135 | WATSON-CHALIN SLO893SSR SELF-STRG PUSHE 8K LB, INC DUST SHIELD AND 1 AIR TANK | P | 8,311 | 780 |

| CODE | DESCRIPTION | PUB CD | PRICE | WEIGHT |
|-----------------------------|--|--------|-------|--------|
| 1607160 | 60" PUSHER AXLE SPACING FROM C/L OF FORWARD DRIVE AXLE | P | 0 | 0 |
| 1608210 | PUSHER AXLE(S) 8,000 LBS | U | 0 | 0 |
| 1615060 | 6-STUD IRON HUBS, CAST DRUMS | P | 0 | 0 |
| 1616290 | 8,000 LB SELF-STEERING PUSHER AXLES | | | |
| 1632650 | PHP10 ALUMINUM PRESET+ HUBS | P | 370 | 0 |
| 1632650 | LONG STROKE PARKING BRAKES DRIVE AXLE(S) | P | 209 | 20 |
| 1672630 | DIFF LOCK BOTH AXLES | P | 2,102 | 60 |
| 1680450 | REAR BRAKE CAMSHAFT REINFORCEMENT | P | 91 | 9 |
| 1680490 | GUSSETED CAM BRACKETS, DRIVE AXLE(S) | P | 24 | 2 |
| 1680500 | SBM VALVE | P | 0 | 0 |
| 1680950 | STABILITY SYSTEM NOT SELECTED OR NOT AVAILABLE | P | 0 | 0 |
| 1682430 | ANTI-LOCK BRAKING SYSTEM (ABS) 4S4M | P | 0 | 0 |
| 1684200 | SYNTHETIC AXLE LUBRICANT ALL AXLES | P | 0 | 0 |
| 1685330 | LIFT AXLE REGULATOR BRKT MTD FRAME, SWITCH IN DASH & GAUGE MTD LH DRVR SEAT | P | 255 | 0 |
| 1687010 | BENDIX AIR CAM REAR DRUM BRAKES 16.5X7 | P | 0 | 0 |
| 1687348 | TANDEM DRIVE AXLE (MODEL 348) | P | 0 | 0 |
| 1705570 | RATIO 5.57 REAR AXLE | P | 0 | 0 |
| 1824230 | HENDRICKSON HMX400 40,000 LBS, 54" AS HAULMAAX, 55K CREEP RATING | P | 3,378 | 582 |
| ENGINE AND ENGINE EQUIPMENT | | | | |
| 2058509 | PACCAR PX-9 370@1900 GOV@2100 1250@1400 (2013 EMISSIONS) | P | 8,162 | 0 |
| 2091305 | ENGINE IDLE SHUTDOWN TIMER ENABLED | P | 0 | 0 |
| 2091315 | ENABLE EIST AMBIENT TEMP OVERRULE | P | 0 | 0 |
| 2091372 | EFF EIST NA EXPIRATION MILES | P | 0 | 0 |
| 2091640 | EFFECTIVE VSL SETTING NA | P | 0 | 0 |
| 2140150 | REMOTE PTO & THROTTLE PROVISION | P | 18 | 0 |
| 2140200 | 12-PIN CONNECTOR ON ENGINE HARNESS | | | |
| 2140200 | CARB ENGINE IDLING COMPLIANCE | P | 0 | 0 |
| N2132 | N205 120...STANDARD MAXIMUM SPEED LIMIT | | | |
| N2133 | N207 0.....EXPIRATION DISTANCE (N207) | | | |
| N2134 | P005 120...HARD MAXIMUM SPEED LIMIT (P1 | | | |
| N2135 | P001 71....MAXIMUM ACCELERATOR PEDAL VE | | | |
| N2136 | P110 0.....ACCELERATOR LOWER DROOP (P11 | | | |
| N2137 | P059 71....MAXIMUM CRUISE SPEED (P059) | | | |
| N2138 | P111 0.....CRUISE CONTROL LOWER DROOP (| | | |
| N2140 | N203 252...RESERVE SPEED FUNCTION RESET | | | |
| N2141 | N202 0.....MAXIMUM CYCLE DISTANCE (N202 | | | |
| N2142 | N206 10....MAXIMUM ACTIVE DISTANCE (N20 | | | |
| N2143 | N201 0.....RESERVE SPEED LIMIT OFFSET (| | | |
| N2144 | P015 YES...ENGINE PROTECTION SHUTDOWN (| | | |
| N2145 | P026 YES...GEAR DOWN PROTECTION (P026) | | | |
| N2146 | P046 1100..MAX PTO SPEED (P046) | | | |
| N2147 | P062 NO....CRUISE CONTROL AUTO RESUME (| | | |
| N2148 | P068 NO....AUTO ENGINE BRAKE IN CRUISE | | | |
| N2150 | N209 0.....EXPIRATION DISTANCE (N209) | | | |
| N2151 | P520 YES...ENABLE IDLE SHUTDOWN PARK BR | | | |
| N2152 | P030 5.....TIMER SETTING (P030) | | | |

| CODE | DESCRIPTION | PUB CD | PRICE | WEIGHT |
|-------------------------|---|--------|-------|--------|
| N2153 | P233 YES...ENABLE IMPENDING SHUTDOWN WA | | | |
| N2154 | P234 60....TIMER FOR IMPENDING SHUTDOWN | | | |
| N2155 | P516 35....ENGINE LOAD THRESHOLD (P516) | | | |
| N2157 | P031 NO....IDLE SHUTDOWN MANUAL OVERRUL | | | |
| N2159 | P230 YES...ENABLE HOT AMBIENT AUTOMATIC | | | |
| N2161 | P172 40....LOW AMBIENT TEMPERATURE THRE | | | |
| N2162 | P173 60....INTERMEDIATE AMBIENT TEMPERA | | | |
| N2163 | P171 80....HIGH AMBIENT TEMPERATURE THR | | | |
| 2513760 | PACCAR 130 AMP ALTERNATOR, BRUSHLESS VOLTAGE REGULATOR | P | 93 | 18- |
| 2521090 | IMMERSION TYPE BLOCK HEATER 110-120V LOCATED CENTER LH U/C | P | 81 | 2 |
| 2522050 | PACCAR STARTER 12V | P | 0 | 0 |
| 2538030 | 2 PACCAR PREMIUM 12V STARTING BATTERIES, 2000 CCA | P | 0 | 0 |
| 2539410 | BATTERY JUMPER TERMINAL | P | 98 | 4 |
| 2621000 | MTD UNDER HOOD LH FRAME RAIL 2-SPEED FAN CLUTCH FOR FREQUENT START/STOPS | P | 343 | 0 |
| 2723210 | 18.7 CFM AIR COMPRESSOR | P | 0 | 0 |
| 2812140 | C-BRAKE BY JACOBS, PX-9 | P | 2,308 | 90 |
| 2922720 | SPIN-ON FUEL FILTER/WATER SEP, UNHEATED FRAME MTD | P | 0 | 0 |
| 3010400 | ENGINE PROTECTION SHUTDOWN W/DASH LABEL | P | 4 | 0 |
| 3114270 | HIGH EFFICIENCY COOLING SYSTEM | P | 0 | 0 |
| 3211120 | RADIAL SEAL, DRY TYPE AIR CLEANER FRONTAL AIR INTAKE | P | 0 | 0 |
| 3365040 | EXHAUST SINGLE RH SIDE OF CAB DPF/SCR RH UNDER CAB | P | 0 | 0 |
| 3381770 | CURVED TIP STANDPIPE(S) | P | 43 | 0 |
| 3387870 | 24" HT, 5" DIA STANDPIPE(S) CHROME WITH CLEAR COAT | P | 0 | 0 |
| TRANSMISSION AND CLUTCH | | | | |
| 4052110 | ALLISON 3000 RDS-P TRANSMISSION, GEN 5 RUGGED DUTY SERIES | P | 9,936 | 110 |
| 4099980 | TRANSMISSION APPROVED | U | 0 | 0 |
| N4090 | ** SCAAN # 290778 | | | |
| 4210330 | 1760 HD DRIVELINE, 2 MIDSHIP BEARINGS | P | 838 | 79 |
| 4233030 | (1) DASH MTD SINGLE ACTING AIR PTO CTRL | P | 53 | 0 |
| 4250160 | ALLISON WORLD TRANS PRIMARY SHIFT SCHEDULE 1 | U | 0 | 0 |
| 4250420 | ALLISON 5TH GEN RDS, PKG 223 3000, 3500, 4000, 4500, 4700 TRANS | U | 0 | 0 |
| 4250650 | LH PTO ACCESS TRANS DIPSTICK TUBE ROUTE | P | 0 | 0 |
| 4250720 | ALLISON TRANSMISSION | | | |
| 4250720 | ALLISON FUELSENSE NOT DESIRED | P | 0 | 0 |
| 4251020 | TC-421 TORQUE CONVERTER | U | 0 | 0 |
| 4256640 | ALLISON TRANSMISSION ALLISON 6-SPEED CONFIGURATION 3000 SERIES TRANS, CLOSE RATIO GEARS | P | 0 | 0 |

| CODE | DESCRIPTION | PUB CD | PRICE | WEIGHT |
|---------------------------|---|--------|-------|--------|
| 4256920 | DASH MOUNTED PUSH BUTTON SHIFTER | P | 619 | 0 |
| AIR AND TRAILER EQUIPMENT | | | | |
| 4510760 | BENDIX AD-IS EP AIR DRYER W/HTR | P | 139 | 40 |
| 4520420 | "EXTENDED PURGE" | | | |
| 4520420 | BERG PULL CORDS - ALL AIR TANKS | P | 5 | 0 |
| 4540420 | NYLON CHASSIS HOSE | P | 0 | 0 |
| 4543320 | STEEL PAINTED AIR TANKS | P | 0 | 0 |
| 4612900 | A&E CONN EOF W/7-WAY SOCKET (W/CONN EOF STRAPPED TO THE RAIL) | P | 431 | 15 |
| TIRES AND WHEELS | | | | |
| 5068590 | FF: BR 20PLY 315/80R22.5 M860A | P | 628 | 93 |
| | PART: BR244329 FET: 122 | | | |
| 5167320 | RR: BR 16PLY 11R22.5 M843 | P | 1,872 | 196 |
| | PART: BR11R225HM843 FET: 232 | | | |
| 5190008 | CODE-REAR TIRE QTY 08. | | | |
| 5220520 | FF: ALCOA 89U637LVL1 22.5X9.00 ALM WHL | P | 431 | 42- |
| | PILOT MOUNT | | | |
| 5321740 | RR: ALCOA 883677 LVL1 22.5X8.25 ALM WHL | P | 1,456 | 204- |
| 5390008 | CODE-REAR RIM QTY 08. | | | |
| 5407700 | TP: POLISH WHEELS, OUTER SURFACE, ALL T/P AXLES, W/O CHROME WHL NUTS | P | 178 | 0 |
| 5436859 | TP: (2) BR 16PLY 215/75R17.5 R184 **NLA** REPLACE W/5436657 AFT 8/8/16 | P | 1,014 | 132 |
| | PART: BR215/75R175HR184 FET: 24 | | | |
| 5442254 | TP: (2) ALCOA 664800 PLT 17.5X6.00 ALM (1) 8K SELF-STEERING AXLE | P | 796 | 53 |
| FUEL TANKS | | | | |
| 5532100 | 23" ALUM 70 GAL FUEL TANK RH BOC | P | 37 | 9 |
| 5537040 | 23" ALUM 50 GAL FUEL TANK LH BOC ADDL | P | 927 | 77 |
| 5603070 | LOCATION RH BEHIND CAB 070 GAL. | | | |
| 5604050 | LOCATION LH BEHIND CAB 050 GAL. | | | |
| 5652890 | DEF TANK MOUNTED LH BOC | P | 0 | 0 |
| 5652990 | STD DEF TO FUEL RATIO 2:1 OR GREATER | P | 0 | 0 |
| 5655029 | DEF TANK MEDIUM | P | 54 | 22 |
| BATTERY BOX AND BUMPER | | | | |
| 6010030 | ALUMINUM BATTERY BOX LH U/C NON-SLIP STEP | P | 78 | 55- |
| 6030150 | RUBBER BATTERY PAD IN BOTTOM (1) BATTERY BOX | P | 12 | 2 |
| 6040550 | AFTERTREATMENT RH U/C ALUM NON-SLIP CAB ENTRY STEP | P | 0 | 0 |
| 6113050 | ALUMINUM CHANNEL BUMPER SS CLAD 2 TOW PINS | P | 594 | 4- |
| CAB AND EQUIPMENT | | | | |
| 6515640 | ALUM CAB 110" BBC METTON HOOD W/BRIGHT FINISH CROWN | P | 571 | 0 |

| CODE | DESCRIPTION | PUB CD | PRICE | WEIGHT |
|---------|--|--------|-------|--------|
| 6540120 | SEVERE SERVICE CAB PACKAGE #1 INCLUDES ALUM SIDE SKINS, ALUM REAR | P | 94 | 40 |
| 6540160 | THERMAL INSULATION PACKAGE IN CAB | P | 19 | 2 |
| 6800360 | FENDER LIPS 2" WIDE | P | 94 | 9 |
| 6911700 | PETERBILT ULTRARIDE DRIVER SEAT | P | 0 | 0 |
| 6921700 | PETERBILT ULTRARIDE PASSENGER SEAT | P | 0 | 0 |
| 6930500 | DRIVERS ARMREST - RH ONLY | P | 32 | 2 |
| 6930590 | PASSENGER ARMREST - LH ONLY | P | 35 | 2 |
| 6939400 | AIR RIDE DRIVER | P | 0 | 0 |
| 6939420 | HIGH BACK DRIVER | P | 0 | 0 |
| 6939470 | VINYL DRIVER | P | 0 | 0 |
| 6939510 | NON-AIR RIDE PASSENGER | P | 0 | 0 |
| 6939520 | HIGH BACK PASSENGER | P | 0 | 0 |
| 6939570 | VINYL PASSENGER | P | 0 | 0 |
| 7000440 | MANIFEST POUCH ON REAR CAB WALL | P | 34 | 0 |
| 7001520 | ADJUSTABLE STEERING COLUMN TILT/TELESCOPE | P | 113 | 11 |
| 7001620 | STEERING WHEEL WITH PETERBILT LOGO | P | 0 | 0 |
| 7036120 | INTERIOR GREY / BLACK | P | 0 | 0 |
| 7210420 | DARK WINDOW TINT IPO STD - DAY CAB | P | 21 | 0 |
| 7210430 | EXTENDED REAR WINDOW IPO STD - DAY CAB | P | 68 | 0 |
| 7210540 | DAY CAB REAR WINDOW | P | 0 | 0 |
| 7230060 | ONE-PIECE CURVED WINDSHIELD | P | 0 | 0 |
| 7322010 | COMBO FRESH AIR HEATER/AIR CONDITIONER | P | 0 | 0 |
| 7322130 | CUP HOLDER (FLOOR MOUNTED) | P | 76 | 4 |
| 7410040 | OUTSIDE SUNVISOR - STAINLESS STEEL N/A W/ 2.1M HR SLEEPER | P | 132 | 4 |
| 7511010 | STNLS STL MIRRORS 7"X16" W/HEAT ELEMENT | P | 70 | 2 |
| 7560850 | (2) CONVEX 8" SS MIRROR, CNTR MTD UNDER MIRROR BRKT; INCLUDES DUAL DOOR STOPS | P | 198 | 4 |
| 7564110 | POWER PACKAGE INCLUDES PWR DOOR LOCKS & WINDOWS | P | 289 | 0 |
| 7565180 | POLISHED LOWER MIRROR BRACKET COVERS | P | 16 | 0 |
| 7620620 | (2) AIR HORNS 24.5" CHROME - ROUND INCLUDES POLISHED HORN SHIELDS | P | 463 | 15 |
| 7725710 | STANDARD SPEAKER PACKAGE FOR CAB (2) SPEAKERS | P | 115 | 4 |
| 7725715 | CONCERTCLASS W/O CD, INCLUDES BT PHONE & AUDIO, AM/FM, WB, USB AND MP3 | P | 323 | 11 |
| 7748140 | CB TERMINALS/WIRING MTD UNDER HEADER | P | 32 | 0 |
| 7748320 | (2) 48" CB ANTENNAS | P | 15 | 0 |
| 7748500 | CB ANTENNA MOUNTING, LH MIRROR | P | 42 | 0 |
| 7748510 | CB ANTENNA MOUNTING, RH MIRROR | P | 42 | 0 |
| 7850210 | PLUG-IN AUTO RESET CIRCUIT BRKR IPO FUSES IN JUNCTION BOX | P | 39 | 0 |
| 7851480 | PB ELEC WINDSHIELD WIPERS W/INTERMITTENT FEATURE | P | 0 | 0 |
| 7900090 | TRIANGLE REFLECTOR KIT SHIP LOOSE | P | 17 | 13 |
| 7900270 | 5 LB 3A:40BC FIRE EXTINGUISHER CAB MTD | P | 85 | 9 |
| 7901130 | BACKUP ALARM (107DB) | P | 56 | 2 |

| CODE | DESCRIPTION | PUB CD | PRICE | WEIGHT |
|---------------|---|--------|-------|--------|
| 8021380 | AIR RESTRICTION INDICATOR MTD ON AIR CLEANER OR INTAKE PIPING | P | 0 | 0 |
| 8071870 | MAIN INSTRUMENTATION PANEL GRAPHICS DISPLAY | P | 0 | 0 |
| 8111110 | HEADLIGHTS COMPOSITE FENDER MOUNTED INTEGRAL PARK, TURN, & SIDE MARKER | P | 0 | 0 |
| 8120980 | (5) MARKER LIGHTS, AERO LED | P | 0 | 0 |
| 8134070 | (2) ADDITIONAL DOME/READING LIGHTS CEILING MOUNTED | P | 38 | 0 |
| PAINT | | | | |
| 8500710 | STANDARD PAINT COLOR SELECTION | P | 200- | 0 |
| 8530770 | (1) COLOR AXALTA TWO STAGE PAINT CAB/HOOD | P | 161 | 0 |
| N8502 | A - L0006EY WHITE - STAND | | | |
| N8520 | FRAME N0001EA BLACK | | | |
| N8530 | FENDER L0006EY WHITE - STAND | | | |
| N8540 | HOOD TOP L0006EY WHITE - STAND | | | |
| N8550 | CAB ROOF L0006EY WHITE - STAND | | | |
| MISCELLANEOUS | | | | |
| 9490060 | APPLICATIONS CONTACT: TODD HAYMAKER (940) 566-7468 | U | 0 | 0 |
| N9994 | EMAIL: | | | |
| N9995 | CELL PHONE: | | | |
| N9996 | SALESPERSON ID: MATTBAKER02 | | | |
| N9997 | DEALER CONTACT | | | |
| N9998 | NAME: RYAN WAGNER PH:6024228125 | | | |
| N9999 | TEH 05/10/16 OC002 | | | |

** TOTAL ESTIMATED WEIGHT 15,761
TOTAL LIST PRICE 162,658

BELOW CHARGES NOT INCLUDED IN TOTAL LIST PRICE
ADJUSTED LIST PRICE 162,658

PROMOTION PROGRAM CODE 0001164 @ 0.00 %
MP16-02 2016 1ST QTR MEDIUM DUTY PROGRAM 0

SURCHARGE/OPTIONS NO DISC
9408905 - MEDIUM DUTY EMISSIONS SURCHARGE 0
TOTAL SURCHARGE/OPTIONS NOT SUBJECT TO DISC 0

OPTIONAL EXT WTY & PRV MNT
9409959 - 2013 EPA EMISSIONS ENGINE WARRANTY ONLY 0
TOTAL OPTIONAL EXT WTY & PRV MNT 0

TOTAL TIRE FET INCLUDED -- AS PRODUCED 378

MARKETING PROGRAMS AND PROMOTIONS 525

** WEIGHT SHOWN HERE IS AN ENGINEERING ESTIMATE AND DOES NOT INCLUDE
UNPUBLISHED OPTIONS. ACTUAL "SHIPPING" WEIGHT MAY VARY.

WESTERN CONSTRUCTION COMPONENTS, INC.

10477 S. Avenue 4E, Yuma, AZ 85365

Office-928-726-5555 - Fax-928-726-5559

westernconco@gmail.com

| | |
|-----------|---------|
| Date | Quote # |
| 7/21/2016 | QUOTE |

| | |
|-----------------|----------------------------|
| Name / Address | |
| RUSH/YUMA | |
| Customer Phone | 520-909-7061 |
| Customer Fax | |
| Customer E-mail | mcgeem@rushenterprises.com |

DUMP BODY QUOTE

| | |
|--------------|-----|
| PO# OR VIN#: | |
| | |
| Rep | FOB |
| | |

| Description | Qt | Total |
|---|----|-----------|
| BODY LENGTH: 19'(foot) x BODY SIDE HEIGHT: 48"(inch) BODY STYLE: BATHTUB BODY SIDE MATERIAL: 1/4"(inch) AR 450 HARDOX BODY FLOOR MATERIAL: 1/4"(inch) AR 450 HARDOX TAILGATE MATERIAL: 1/4"(inch)AR 450 HARDOX TAILGATE DESIGN: YES HIGH-LIFT TOOLBOX: NO DITCH GATE: NO CHAINS: YES SPREADER APRON: YES SUB-FRAME: YES CAB-SHIELD: YES HYDRAULIC TANK: YES HYDRAULIC HOIST: YES SIZE: 167"(inch) TYPE: PIN TO PIN HEADBOARD DESIGN: YES - DOGHOUSE____ BALEMOUNT____ HITCH PLATE: YES C/W PINTLE PLUMP FOR PUP: NO TARP SYSTEM: YES MANUAL____ ELECTRIC____ PTO: YES TYPE: AIR PUMP TYPE: YES DIRECT MT CABLE CONTROL INSTALLED: YES PAINT: YES COLOR: WHITE PRIME: YES OTHER OPTIONS: | 1 | 25,500.00 |
| AUTHORIZED SIGNATURE: _____ DATE: _____ NOTE: This proposal may be withdrawn by us if not accepted within 30_days. | | |

| | |
|--------------|--------------------|
| Total | \$25,500.00 |
|--------------|--------------------|

ACCEPTANCE OF PROPOSAL: The above price, specifications & conditions are satisfactory & are hereby accepted. You are authorized to do the work as specified. Payment will be made as specified and agreed to. Date of Acceptance: _____

A CONTRACT BETWEEN
HOUSTON-GALVESTON AREA COUNCIL
Houston, Texas
AND
RUSH TRUCK CENTERS OF TEXAS, L.P.
Houston, Texas

This Contract is made and entered into by the **Houston-Galveston Area Council of Governments**, hereinafter referred to as **H-GAC**, having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027, AND, **Rush Truck Centers of Texas, L.P.**, hereinafter referred to as the **CONTRACTOR**, having its principal place of business at 10200 North Loop East, Houston, Texas 77029.

ARTICLE 1: SCOPE OF SERVICES

The parties have entered into a **Medium and Heavy Trucks & Truck Bodies** Contract to become effective as of June 1, 2016, and to continue through May 31, 2018 (the "Contract"), subject to extension upon mutual agreement of the **CONTRACTOR** and **H-GAC**. **H-GAC** enters into the Contract as Agent for participating governmental agencies, each hereinafter referred to as **END USER**, for the purchase of **Medium and Heavy Trucks & Truck Bodies** offered by the **CONTRACTOR**. The **CONTRACTOR** agrees to sell **Medium and Heavy Trucks & Truck Bodies** through the **H-GAC** Contract to **END USERS**.

ARTICLE 2: THE COMPLETE AGREEMENT

The Contract shall consist of the documents identified below in order of precedence:

1. The text of this Contract form, including but not limited to, Attachment A
2. General Terms and Conditions
3. Bid Specifications No: **HT06-16**, including any relevant suffixes
4. **CONTRACTOR's** Response to Bid No: **HT06-16**, including but not limited to, prices and options offered

All of which are either attached hereto or incorporated by reference and hereby made a part of this Contract, and shall constitute the complete agreement between the parties hereto. This Contract supersedes any and all oral or written agreements between the parties relating to matters herein. Except as otherwise provided herein, this Contract cannot be modified without the written consent of both parties.

ARTICLE 3: LEGAL AUTHORITY

CONTRACTOR and **H-GAC** warrant and represent to each other that they have adequate legal counsel and authority to enter into this Contract. The governing bodies, where applicable, have authorized the signatory officials to enter into this Contract and bind the parties to the terms of this Contract and any subsequent amendments thereto.

ARTICLE 4: APPLICABLE LAWS

The parties agree to conduct all activities under this Contract in accordance with all applicable rules, regulations, directives, issuances, ordinances, and laws in effect or promulgated during the term of this Contract.

ARTICLE 5: INDEPENDENT CONTRACTOR

The execution of this Contract and the rendering of services prescribed by this Contract do not change the independent status of **H-GAC** or **CONTRACTOR**. No provision of this Contract or act of **H-GAC** in performance of this Contract shall be construed as making **CONTRACTOR** the agent, servant or employee of **H-GAC**, the State of Texas or the United States Government. Employees of **CONTRACTOR** are subject to the exclusive control and supervision of **CONTRACTOR**. **CONTRACTOR** is solely responsible for employee payrolls and claims arising therefrom.

ARTICLE 6: END USER AGREEMENTS

H-GAC acknowledges that the **END USER** may choose to enter into an End User Agreement with the **CONTRACTOR** through this Contract and that the term of said Agreement may exceed the term of the **H-GAC** Contract. However this acknowledgement is not to be construed as **H-GAC's** endorsement or approval of the End User Agreement terms and conditions. **CONTRACTOR** agrees not to offer, agree to or accept from **END USER** any terms or conditions that conflict with or contravene those in **CONTRACTOR's** **H-GAC** contract. Further, termination of this Contract for any reason shall not result in the termination of the underlying End User Agreements entered into between **CONTRACTOR** and any **END USER** which shall, in each instance, continue pursuant to their stated terms and duration. The only effect of termination of this Contract is that **CONTRACTOR** will no longer be able to enter into any new End User Agreements with **END USERS** pursuant to this Contract. Applicable **H-GAC** order processing charges will be due and payable to **H-GAC** on any End User Agreements surviving termination of this Contract between **H-GAC** and **CONTRACTOR**.

ARTICLE 7:**SUBCONTRACTS & ASSIGNMENTS**

CONTRACTOR agrees not to subcontract, assign, transfer, convey, sublet or otherwise dispose of this Contract or any right, title, obligation or interest it may have therein to any third party without prior written notice to H-GAC. H-GAC reserves the right to accept or reject any such change. CONTRACTOR shall continue to remain responsible for all performance under this Contract regardless of any subcontract or assignment. H-GAC shall be liable solely to CONTRACTOR and not to any of its Subcontractors or Assignees.

ARTICLE 8:**EXAMINATION AND RETENTION OF CONTRACTOR'S RECORDS**

CONTRACTOR shall maintain during the course of its work, complete and accurate records of items that are chargeable to END USER under this Contract. H-GAC, through its staff or its designated public accounting firm, the State of Texas, or the United States Government shall have the right at any reasonable time to inspect copy and audit those records on or off the premises of CONTRACTOR. Failure to provide access to records may be cause for termination of this Contract. CONTRACTOR shall maintain all records pertinent to this Contract for a period of not less than five (5) calendar years from the date of acceptance of the final contract closeout and until any outstanding litigation, audit or claim has been resolved. The right of access to records is not limited to the required retention period, but shall last as long as the records are retained. CONTRACTOR further agrees to include in all subcontracts under this Contract, a provision to the effect that the subcontractor agrees that H-GAC'S duly authorized representatives, shall, until the expiration of five (5) calendar years after final payment under the subcontract or until all audit findings have been resolved, have access to, and the right to examine and copy any directly pertinent books, documents, papers, invoices and records of such subcontractor involving any transaction relating to the subcontract.

ARTICLE 9:**REPORTING REQUIREMENTS**

CONTRACTOR agrees to submit reports or other documentation in accordance with the General Terms and Conditions of the Bid Specifications. If CONTRACTOR fails to submit to H-GAC in a timely and satisfactory manner any such report or documentation, or otherwise fails to satisfactorily render performance hereunder, such failure may be considered cause for termination of this Contract.

ARTICLE 10:**MOST FAVORED CUSTOMER CLAUSE**

If CONTRACTOR, at any time during this Contract, routinely enters into agreements with other governmental customers within the State of Texas, and offers the same or substantially the same products/services offered to H-GAC on a basis that provides prices, warranties, benefits, and or terms more favorable than those provided to H-GAC, CONTRACTOR shall notify H-GAC within ten (10) business days thereafter of that offering and this Contract shall be deemed to be automatically amended effective retroactively to the effective date of the most favorable contract, wherein CONTRACTOR shall provide the same prices, warranties, benefits, or terms to H-GAC and its END USER. H-GAC shall have the right and option at any time to decline to accept any such change, in which case the amendment shall be deemed null and void. If CONTRACTOR is of the opinion that any apparently more favorable price, warranty, benefit, or term charged and/or offered a customer during the term of this Contract is not in fact most favored treatment, CONTRACTOR shall within ten (10) business days notify H-GAC in writing, setting forth the detailed reasons CONTRACTOR believes aforesaid offer which has been deemed to be a most favored treatment, is not in fact most favored treatment. H-GAC, after due consideration of such written explanation, may decline to accept such explanation and thereupon this Contract between H-GAC and CONTRACTOR shall be automatically amended, effective retroactively, to the effective date of the most favored agreement, to provide the same prices, warranties, benefits, or terms to H-GAC.

The Parties accept the following definition of routine: A prescribed, detailed course of action to be followed regularly; a standard procedure. *EXCEPTION: This clause shall not be applicable to prices and price adjustments offered by a bidder, proposer or contractor, which are not within bidder's/ proposer's control [example; a manufacturer's bid concession], or to any prices offered to the Federal Government and its agencies.*

ARTICLE 11:**SEVERABILITY**

All parties agree that should any provision of this Contract be determined to be invalid or unenforceable, such determination shall not affect any other term of this Contract, which shall continue in full force and effect.

ARTICLE 12:**DISPUTES**

Any and all disputes concerning questions of fact or of law arising under this Contract, which are not disposed of by agreement, shall be decided by the Executive Director of H-GAC or his designee, who shall reduce his decision to writing and provide notice thereof to CONTRACTOR. The decision of the Executive Director or his designee shall be final and conclusive unless, within thirty (30) days from the date of receipt of such notice, CONTRACTOR requests a rehearing from the Executive Director of H-GAC. In connection with any rehearing under this Article, CONTRACTOR shall be afforded an opportunity to be heard and offer evidence in support of its position. The decision of the Executive Director after any such rehearing shall be final and conclusive. CONTRACTOR may, if it elects to do so, appeal the final and conclusive decision of the Executive Director to a court of competent jurisdiction. Pending final decision of a dispute hereunder, CONTRACTOR shall proceed diligently with the performance of this Contract and in accordance with H-GAC'S final decision.

ARTICLE 13: LIMITATION OF CONTRACTOR'S LIABILITY

Except as specified in any separate writing between the CONTRACTOR and an END USER, CONTRACTOR's total liability under this Contract, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, but excluding its obligation to indemnify H-GAC described in Article 14, is limited to the price of the particular products/services sold hereunder, and CONTRACTOR agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. In no event will CONTRACTOR be liable for any loss of use, loss of time, inconvenience, commercial loss, lost profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. CONTRACTOR understands and agrees that it shall be liable to repay and shall repay upon demand to END USER any amounts determined by H-GAC, its independent auditors, or any agency of State or Federal government to have been paid in violation of the terms of this Contract.

ARTICLE 14: LIMIT OF H-GAC'S LIABILITY AND INDEMNIFICATION OF H-GAC

H-GAC's liability under this Contract, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to its order processing charge. In no event will H-GAC be liable for any loss of use, loss of time, inconvenience, commercial loss, lost profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractor agrees, to the extent permitted by law, to defend and hold harmless H-GAC, its board members, officers, agents, officials, employees, and indemnities from any and all claims, costs, expenses (including reasonable attorney fees), actions, causes of action, judgments, and liens arising as a result of CONTRACTOR's negligent act or omission under this Contract. CONTRACTOR shall notify H-GAC of the threat of lawsuit or of any actual suit filed against CONTRACTOR relating to this Contract.

ARTICLE 15: TERMINATION FOR CAUSE

H-GAC may terminate this Contract for cause based upon the failure of CONTRACTOR to comply with the terms and/or conditions of the Contract; provided that H-GAC shall give CONTRACTOR written notice specifying CONTRACTOR'S failure. If within thirty (30) days after receipt of such notice, CONTRACTOR shall not have either corrected such failure, or thereafter proceeded diligently to complete such correction, then H-GAC may, at its option, place CONTRACTOR in default and the Contract shall terminate on the date specified in such notice. CONTRACTOR shall pay to H-GAC any order processing charges due from CONTRACTOR on that portion of the Contract actually performed by CONTRACTOR and for which compensation was received by CONTRACTOR.

ARTICLE 16: TERMINATION FOR CONVENIENCE

Either H-GAC or CONTRACTOR may cancel or terminate this Contract at any time by giving thirty (30) days written notice to the other. CONTRACTOR may be entitled to payment from END USER for services actually performed; to the extent said services are satisfactory to END USER. CONTRACTOR shall pay to H-GAC any order processing charges due from CONTRACTOR on that portion of the Contract actually performed by CONTRACTOR and for which compensation is received by CONTRACTOR.

ARTICLE 17: CIVIL AND CRIMINAL PROVISIONS AND SANCTIONS

CONTRACTOR agrees that it will perform under this Contract in conformance with safeguards against fraud and abuse as set forth by H-GAC, the State of Texas and the acts and regulations of any funding entity. CONTRACTOR agrees to notify H-GAC of any suspected fraud, abuse or other criminal activity related to this Contract through filing of a written report promptly after it becomes aware of such activity.

ARTICLE 18: GOVERNING LAW & VENUE

This Contract shall be governed by the laws of the State of Texas. Venue and jurisdiction of any suit or cause of action arising under or in connection with this Contract shall lie exclusively in Harris County, Texas. Disputes between END USER and CONTRACTOR are to be resolved in accord with the law and venue rules of the state of purchase. CONTRACTOR shall immediately notify H-GAC of such disputes.

ARTICLE 19: PAYMENT OF H-GAC ORDER PROCESSING CHARGE

CONTRACTOR agrees to sell its products to END USERS based on the pricing and other terms of this Contract, including, but not limited to, the payment of the applicable H-GAC order processing charge. On notification from an END USER that an order has been placed with CONTRACTOR, H-GAC will invoice CONTRACTOR for the applicable order processing charge. Upon delivery of any product/service by CONTRACTOR and acceptance by END USER, CONTRACTOR shall, within thirty (30) calendar days or ten (10) business days after receipt of payment, whichever is less, pay H-GAC the full amount of the applicable order processing charge, whether or not CONTRACTOR has received an invoice from H-GAC. For sales made by CONTRACTOR based on this contract, including sales to entities without Interlocal Contracts, CONTRACTOR shall pay the applicable order processing charges to H-GAC. Further, CONTRACTOR agrees to encourage entities who are not members of H-GAC's Cooperative Purchasing Program to execute an H-GAC Interlocal Contract. H-GAC reserves the right to take appropriate actions including, but not limited to, contract termination if CONTRACTOR fails to promptly remit H-GAC's order processing charge. In no event shall H-GAC have any liability to CONTRACTOR for any goods or services an END USER procures from CONTRACTOR.

ARTICLE 20:

LIQUIDATED DAMAGES

Any liquidated damages terms will be determined between CONTRACTOR and END USER at the time END USER's purchase order is placed.

ARTICLE 21:

PERFORMANCE AND PAYMENT BOND FOR INDIVIDUAL ORDERS

H-GAC's contractual requirements DO NOT include a Performance & Payment Bond (PPB), and offered pricing should reflect this cost saving. However, CONTRACTOR must be prepared to offer a PPB to cover any specific order if so requested by END USER. CONTRACTOR shall quote a price to END USER for provision of any requested PPB, and agrees to furnish the PPB within ten business (10) days of receipt of END USER's purchase order.

ARTICLE 22:

CHANGE OF CONTRACTOR STATUS

CONTRACTOR shall immediately notify H-GAC, in writing, of ANY change in ownership, control, dealership/franchisee status, Motor Vehicle license status, or name, and shall also advise whether or not this Contract shall be affected in any way by such change. H-GAC shall have the right to determine whether or not such change is acceptable, and to determine what action shall be warranted, up to and including cancellation of Contract.

ARTICLE 23:

LICENSING REQUIRED BY TEXAS MOTOR VEHICLE BOARD *IF APPLICABLE*

CONTRACTOR will, for the duration of this Contract, maintain current licenses that are required by the Texas Motor Vehicle Commission Code. If at any time during this Contract period, any CONTRACTOR'S license is not renewed, or is denied or revoked, CONTRACTOR shall be deemed to be in default of this Contract unless the Motor Vehicle Board issues a stay or waiver. Contractor shall promptly provide copies of all current applicable Texas Motor Vehicle Board documentation to H-GAC upon request.

IN WITNESS WHEREOF, the parties have caused this Contract to be executed by their duly authorized representatives.

Signed for Houston-Galveston
Area Council, Houston, Texas:



Jack Stone, Executive Director

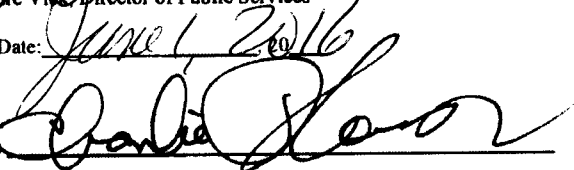
Attest for Houston-Galveston
Area Council, Houston, Texas:



Deidre Vink, Director of Public Services

Date: June 1, 2016

Signed for Rush Truck Centers of Texas, L.P.
Houston, Texas:

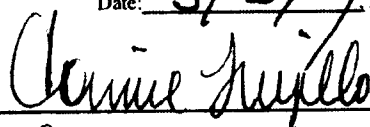


Printed Name & Title:

Charles Plouse Account Manager

Date: 5/24/2016

Attest for Rush Truck Centers of Texas, L.P.
Houston, Texas:



Printed Name & Title:

Connie Trujillo-Warranty / Title Clerk

Date: 5-24, 2016

Attachment A
Rush Truck Centers of Texas, L.P.
Medium and Heavy Trucks Bodies
Contract No: HT06-16

| MFGR | HGAC PRODUCT CODE | MODEL | BASE PRICE |
|-------------|----------------------------------|-----------------------------|-----------------------|
| Isuzu | G1 | NPR, COE, SRA, Gas | \$32,150 |
| Isuzu | G2 | NPR-HD, COE, SRA, Gas | \$34,056 |
| Isuzu | G3 | NPR-HD, COE, SRA, Diesel | \$41,143 |
| Isuzu | G4 | NPR-XD, COE, SRA, Diesel | \$43,347 |
| Peterbilt | J1 | 220 COE, SRA | \$77,509 |
| Peterbilt | J2 | 320 COE, SRA | \$111,596 |
| Peterbilt | J3 | 320 COE, TRA | \$124,890 |
| Peterbilt | J4 | 325 CONV. CAB, SRA | \$95,985 |
| Peterbilt | J5 | 330 CONV. CAB, SRA | \$77,168 |
| Peterbilt | J6 | 337 CONV. CAB, SRA | \$83,970 |
| Peterbilt | J7 | 348 CONV. CAB, SRA | \$91,095 |
| Peterbilt | J8 | 348 CONV. CAB, TRA | \$99,002 |
| Peterbilt | J9 | 365 CONV. CAB, SRA | \$106,166 |
| Peterbilt | J10 | 365 CONV. CAB, TRA | \$115,139 |
| Peterbilt | J11 | 367 CONV. CAB, SRA | \$114,274 |
| Peterbilt | J12 | 367 CONV. CAB, TRA; | \$118,662 |
| Peterbilt | J13 | 389 CONV. CAB, TRA | \$135,709 |
| Peterbilt | J14 | 567 CONV. CAB, TRA | \$119,005 |
| Peterbilt | J15 | 579 CONV. CAB, TRA | \$134,454 |
| Peterbilt | J16 | 587 CONV. CAB, TRA, TRACTOR | \$137,656 |



AGENDA ITEM REVIEW FORM

Work Session**3. A.****Meeting Date:** 08/17/2016**Department Head:** Olivia Jenkins, Utilities Director, Utilities Department**Submitted By:** Olivia Jenkins, Utilities Director, Utilities Department**Action Requested:** Discussion Item - No Action to be Taken

ITEM:

Presentation followed by discussion on any and all matters regarding advanced water metering infrastructure. **(Olivia Jenkins, Utilities Director and Dana Kepner Company)**

SUMMARY:

Presentation by Frank Howe, Sale Representative and Matthew Roeder, Auto Meter Reading (AMR) Specialist from Dana Kepner Company, Sensus Metering Systems distributor for this area.

The City of San Luis invested and integrated the AMR in 2006. The City went from reading meters manually to an automated system. The manual task required six to eight (6-8) employees and up to four (4) days to complete. The meter reading and billing also required one to two (1-2) employees to perform the data entry of meter reads into computer/billing software with approximately 4,600 meters at that time.

The AMR infrastructure in place since 2006 has allowed the City's water meter reading and billing processes to be efficient in many aspects. The presentation is to provide City Council with information for the next generation and trend for water meter reading infrastructure.

RECOMMENDATION / SUGGESTED MOTION:

Discussion item only, no action.

Supporting information not attached to the Agenda Item Review Form:

The supporting information is attached to this Agenda Item Review Form.

Document to be Recorded?: No

N/A

Fiscal Impact

| | |
|--|---|
| IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM: | 0 |
| CITY/STATE/FEDERAL FUNDS: | 0 |
| TOTAL: | 0 |
| BUDGETED: | 0 |
| AVAILABLE TO TRANSFER: | 0 |
| GL ACCT # & NAME/REMAINING BALANCE BEFORE PURCHASE: | 0 |

FISCAL IMPACT STATEMENT (IF THIS IS A BUDGET TRANSFER, YOU MUST ATTACH THE BUDGET ADJUSTMENT FORM):

At this time there is no fiscal impact for this item, informational only.

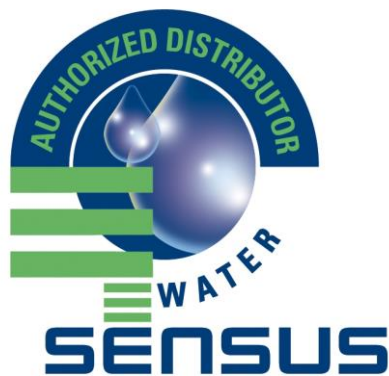
Attachments

Cover Page

Presentation PP



Sensus FlexNet: Advanced Metering Infrastructure







FlexNet AMI
Solutions & Benefits





About Sensus




- 100 Years in Business
- \$866 million of Net Sales
- Market leader
 - NA Smart Grid market
 - Global Water market
 - NA Gas market
- 4,000 employees
- 41 Worldwide Facilities
- Headquarters in Raleigh, N.C.




About Dana Kepner



- Premier provider of water meters, AMR and AMI systems in the state of Arizona, Colorado, Montana & West Texas
- Five branches located throughout Arizona.
- 50+ AMR and AMI accounts in the state of Arizona.
- Exclusive distributor of Sensus water metering products and parts.
- Located at our Phoenix location, we offer a full service meter shop



sensus
The Measure of the Future

FlexNet

Fixed Based Infrastructure




How Does FlexNet Fit In

- Increased Efficiency
 - Customer Service
 - Distribution
 - Production
- Proactive vs Reactive
- Guaranteed Performance

sensus

Utility Billing Benefits


- Hourly Readings
- Consistent Billing Cycles
- On Demand Reads
- Dispute Resolution
- Enhanced Reporting





Sensus Analytics - Billing Interface Application

SENSUSANALYTICS prv | WATER mroeder@danakpner.com logout


Access



Insight



Foresight



Head End System

Reports Diagnostics Tools MDM Administration Search Newer Search

Meter Information Meter Prager

| | | | |
|--------------------|----------------------------|---------------|-------------------------|
| FlexNet ID: | 1322114 | Meter Status: | Install Cycle: 7.0 |
| Meter ID: | 090610114 | Location: | Crestview, OK |
| Type: | Water Meter, Fluorid Water | Position: | 45.511330° -122.455800° |
| Firmware Revision: | Flanet: 0.2.x | | |

From: 8/15/2010 Previous 30 Days Readings Chart




READINGS

| | |
|--------------------|---------------------|
| Latest Reading On: | 2010-08-16 08:00:00 |
| Latest Read Value: | 4339 CF |
| Recent Change: | 0.0 |
| Connection Status: | Unknown |

ALARMS

| | |
|---------------------|----------------------------|
| Broken Pipe: | No current or valid value. |
| Leak Detection: | No current or valid value. |
| Backflow: | No current or valid value. |
| Transformer/Tamper: | No current or valid value. |
| Cut Wire: | No current or valid value. |
| Low Battery: | No current or valid value. |
| Battery Voltage: | 3.55625 V |



Distribution Benefits



- Leak Detection
 - Customer
 - Distribution System
- Fewer
Unscheduled
Reads



Production Benefits



| Application | Monitor | Control | Product |
|---|--|--|------------------|
| Tank/Reservoir Level Monitor with Control | <ul style="list-style-type: none"> ◦ Level ◦ Pressure ◦ AC Power to pump | <ul style="list-style-type: none"> ◦ Pump (may be separate or multiple) | T866 MicroRTU |
| Pump Monitor and Control | <ul style="list-style-type: none"> ◦ Pressure ◦ Flow ◦ AC Power | <ul style="list-style-type: none"> ◦ Pump ◦ Motorized valves | T866 MicroRTU |
| Lift Station Monitoring and Control | <ul style="list-style-type: none"> ◦ Pressure ◦ Flow ◦ Level or level alarm ◦ AC Power | <ul style="list-style-type: none"> ◦ Pump ◦ Motorized valves | T866 MicroRTU |
| Meter SCADA | | | RTU + RTM Modbus |
| Remote PLC | <ul style="list-style-type: none"> ◦ Various analog, digital points | <ul style="list-style-type: none"> ◦ Various control outputs | RTM Modbus |



Distribution Automation (DA)




POWER VISTA™

Take operations from the blacktop to the desktop

- Remote Telemetry Module (RTM)
 - FlexNet and Cellular
 - Modbus protocol support to interface with PLC/controls
- MicroRTU T866
 - FlexNet and Cellular
 - 8 digital inputs (including pulse counters)
 - 6 analog inputs
 - 6 control outputs





FlexNet

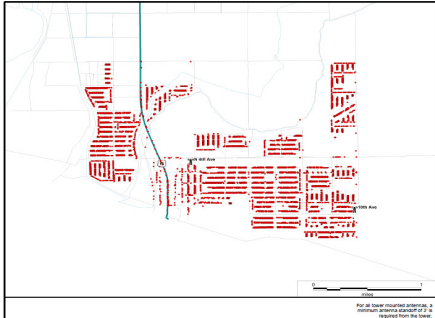
System Performance

Guaranteed Performance

- Propagation Study
- Phased-in Deployment
- System Redundancy
- Migrateable Technology



Propagation Study



FlexNet Design
 Propagation Analysis
 San Luis, AZ
 City of San Luis

RF Engineer: Kris Krahenbuhl
 Date: 05/09/14
 Version: 1


BTS and Meter Locations

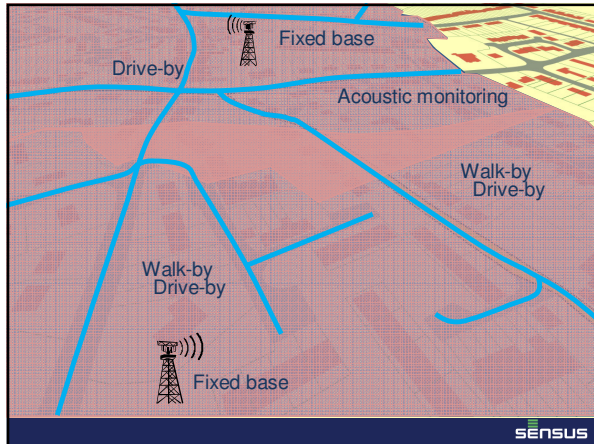
1. 5,232 Total Meters
2. 5,891 Geocoded Meters
3. 361 Non-Geocoded Meters

FSK: 13
 Meter Type: Water
 SmartPoint Location: PO-Set




LEGEND

- 510
- 510





System Redundancy and Resiliency

| Best of Breed Endpoint | Highly Reliable TGB | Redundant RNI |
|--|--|--|
|  |  |  |
| 7 Days Storage 2 Channels | 30 Days Storage If Backhaul Lost | 13 Months Hourly Data Storage |
| History Reads In Every Transmit | 8 Hour Back-up If Power Lost | |

Redundant Backhaul

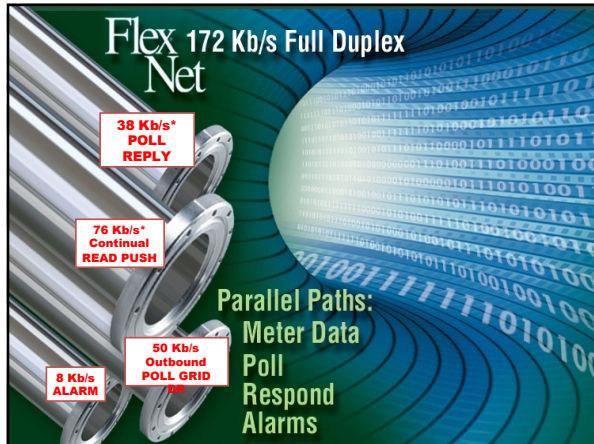
SENSUS

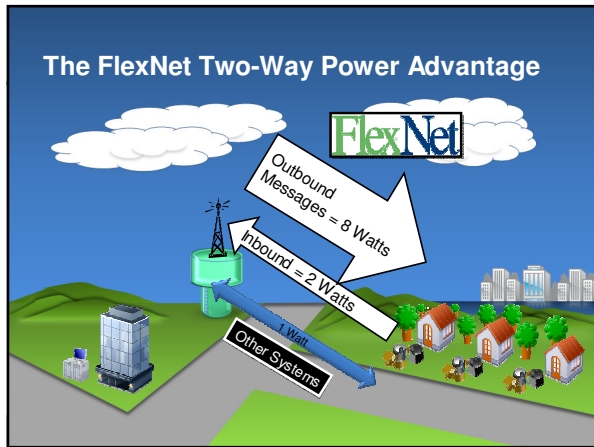
Migratable SmartPoint Output

- 2 Watts Primary Use Licensed Frequency
- Full 2-Way Operation
- Fully migratable to Fixed Based Reading
- Capable:
 - Leak Detection
 - 35 Days of Hourly Reading Storage
 - Reverse Flow Detection
 - Broken Pipe Detection



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2-Way Communication

- **Demand Reads**
 - Move In/Out
- **Top of Hour Reads**
- **Remote Firmware Upgrade**
 - Software Definable Radio
- **Remote Endpoint Reprogramming**
 - Leak/Reverse/Broken Pipe Detection
 - Transmission Mode
- **Telemetry**
- **Remote Disconnect – Future**

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The Measure of the Future

FlexNet





AGENDA ITEM REVIEW FORM

Work Session

3. B.

Meeting Date: 08/17/2016

Department Head: Sonia Cornelio, City Clerk, City Clerk's Office

Submitted By: Sonia Cornelio, City Clerk, City Clerk's Office

Action Requested: Discussion Item - No Action to be Taken

ITEM:

Discussion on any and all matters regarding street lighting along County 22nd Street and 8th Avenue (Commonly known as "Sidewinder Road"). **(Vice Mayor Matias Rosales and Eulogio Vera, Public Works Director)**

SUMMARY:

Vice Mayor Matias Rosales requested that this item be placed on the Work Session for August 17, 2016.

RECOMMENDATION / SUGGESTED MOTION:

Discussion item only, no action.

Supporting information not attached to the Agenda Item Review Form:

N/A

Document to be Recorded?: No

N/A

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM: N/A

CITY/STATE/FEDERAL FUNDS: N/A

TOTAL: N/A

BUDGETED: N/A

AVAILABLE TO TRANSFER: N/A

GL ACCT # & NAME/REMAINING BALANCE BEFORE PURCHASE: N/A

FISCAL IMPACT STATEMENT (IF THIS IS A BUDGET TRANSFER, YOU MUST ATTACH THE BUDGET ADJUSTMENT FORM):

There is no fiscal impact associated with this item at the moment.



AGENDA ITEM REVIEW FORM

Work Session**3. C.****Meeting Date:** 08/17/2016**Department Head:** Sonia Cornelio, City Clerk, City Clerk's Office**Submitted By:** Sonia Cornelio, City Clerk, City Clerk's Office**Action Requested:** Discussion Item - No Action to be Taken**ITEM:**

Discussion on any and all matters regarding an economic development incentive policy for the recruitment of businesses. **(Vice Mayor Matias Rosales and Jenny Torres, Community Development Director)**

SUMMARY:

Vice Mayor Matias Rosales requested that this item be placed on the Work Session for August 17, 2016.

RECOMMENDATION / SUGGESTED MOTION:

Discussion item only, no action.

Supporting information not attached to the Agenda Item Review Form:

N/A

Document to be Recorded?: No

N/A

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM: N/A

CITY/STATE/FEDERAL FUNDS: N/A

TOTAL: N/A

BUDGETED: N/A

AVAILABLE TO TRANSFER: N/A

GL ACCT # & NAME/REMAINING BALANCE BEFORE PURCHASE: N/A

FISCAL IMPACT STATEMENT (IF THIS IS A BUDGET TRANSFER, YOU MUST ATTACH THE BUDGET ADJUSTMENT FORM):

There is no associated fiscal impact on this item at the moment.



AGENDA ITEM REVIEW FORM

Work Session**3. D.****Meeting Date:** 08/17/2016**Department Head:** Sonia Cornelio, City Clerk, City Clerk's Office**Submitted By:** Sonia Cornelio, City Clerk, City Clerk's Office**Action Requested:** Discussion Item - No Action to be Taken**ITEM:**

Discussion on any and all matters regarding a walking path along the East Main Canal from San Luis High School to Highway 95. **(Vice Mayor Matias Rosales and John Starkey, Planning & Zoning Director)**

SUMMARY:

Vice Mayor Matias Rosales requested that this item be placed on the Work Session for August 17, 2016.

RECOMMENDATION / SUGGESTED MOTION:

Discussion item only, no action.

Supporting information not attached to the Agenda Item Review Form:

N/A

Document to be Recorded?: No

N/A

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM: N/A

CITY/STATE/FEDERAL FUNDS: N/A

TOTAL: N/A

BUDGETED: N/A

AVAILABLE TO TRANSFER: N/A

GL ACCT # & NAME/REMAINING BALANCE BEFORE PURCHASE: N/A

FISCAL IMPACT STATEMENT (IF THIS IS A BUDGET TRANSFER, YOU MUST ATTACH THE BUDGET ADJUSTMENT FORM):

There are no fiscal impact associated with this item at the moment.