NOTICE OF REGULAR COUNCIL MEETING

In accordance with §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 Regular City Council meeting at 7:00 p.m., Wednesday, April 11, 2018. The meeting 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 JUNTA REGULAR

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 Junta Regular a las 7:00 p.m., el día Miercoles 11 de Abril del 2018. La junta se llevará 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 qua 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, Actuaria de la Ciudad

AMENDED AGENDA 4/10/2018

AGENDA
Regular Meeting
San Luis City Council
San Luis Council Chambers
1090 E. Union Street
San Luis, AZ 85349
April 11, 2018
7:00 p.m.

PLEASE TAKE NOTICE THAT MEMBERS OF THE CITY COUNCIL WILL ATTEND EITHER IN PERSON, TELEPHONE, OR VIDEO CONFERENCE COMMUNICATION. THE MAYOR OR ACTING MAYOR FOR THIS MEETING MAY CHANGE THE ORDER OF THE ITEMS; IF AUTHORIZED BY LAW AND BY A MAJORITY VOTE OF A QUORUM OF CITY COUNCIL MEMBERS PRESENT, AN EXECUTIVE SESSION WILL BE HELD IMMEDIATELY FOLLOWING THE VOTE IN ACCORDANCE WITH A.R.S. §38-431.03(A) AND THE MEETING WILL BE TEMPORARILY RECESSED WHILE THE CITY COUNCIL RETIRES TO EXECUTIVE SESSION WHICH WILL NOT BE OPEN TO THE PUBLIC.

1. **CALL TO ORDER/ROLL CALL**

2. **PLEDGE OF ALLEGIANCE**

3. **INVOCATION**

4. **PRESENTATIONS/PROCLAMATIONS**

4. A. Presentation of retirement plaque to Police Canine "Zaza" in recognition of 7 years of service to the City of San Luis Police Department and the citizens of San Luis Arizona. **(Richard Jessup, Acting Chief of Police)**

4. B. Introduction of the City of San Luis new hires for the first quarter from January through March 2018. **(Olivia Jenkins, Human Resources Manager and Edgardo Carbajal, HR Coordinator)**

4. C. Presentation and recognition of first, second, and third place winners for grades 7th-12th, as well as, first and third place for grades K-6th for the City of San Luis César Chávez Art and Poetry Scholarship Contest. **(Laura Herrera, Public Information Officer/Assistant to the City Council)**

4. D. Proclamation - National Public Safety Telecommunications Week April 8-14, 2018

4. E. Proclamation - April Child Abuse Prevention Month

5. CONSENT AGENDA

All matters are considered to be routine by the City Council and will be enacted by one motion. If discussion is desired, that item will be removed from the Consent Agenda and will be considered separately.

5. A. MINUTES OF

-Regular City Council meeting held March 14, 2018

5. B. DISBURSEMENTS FROM MARCH 17, 2018 THROUGH MARCH 31, 2018

Total Disbursements $545,926.35
(Five Hundred Forty-Five Thousand, Nine Hundred Twenty-Six Dollars and Thirty-Five Cents)

5. C. Discussion and possible action on any and all matters regarding authorization to purchase two (2) truck bed vault systems, emergency vehicle lighting and emergency vehicle siren packages for two (2) new 2018 unmarked police Ford Super Crew XL F150 pickup trucks using Fiscal Year 2018 Capital Project Budgeted funds. **(Richard Jessup, Acting Chief of Police)**

5. D. Discussion and possible action on any and all matters regarding authorization to purchase two (2) new 2018 unmarked police Ford Super Crew XL F150 pickup trucks using Fiscal Year 2018 Capital Project Budgeted funds. **(Richard Jessup, Acting Chief of Police)**

5. E. Discussion and possible action on any and all matters regarding the approval of a Pureflow Filtration Division proposals. **(Manuel Rojas, Assistant Director of Public Works)**

5. F. Discussion and possible action on any and all matters regarding the purchase approval of a Vactor 2100 Plus Sewer Truck. **(Manuel Rojas, Assistant Director of Public Works)**

6. DISCUSSION AND POSSIBLE ACTION ITEMS:

6. A. Discussion and possible action on any and all matters regarding the approval and acceptance for filing the Comprehensive Annual Financial Report for the City of San Luis, fiscal year ended June 30, 2017. **(Heinfeld, Meech & Co., P.C.)**

6. B. Discussion and possible action on any and all matters regarding the City of San Luis accepting and ratifying slurry seal application services from American Pavement Preservation for application of Type 2 and Type 3 slurry seal as part of the 2018 Pavement Preservation Project. **(Eulogio Vera, Director of Public Works)**

6. C. Discussion and possible action on any and all matters regarding contract award to Pilkington Commercial Co., Inc. for the Price Center Roofing Replacement Project. **(Jenny Torres, Economic Development Manager)**

6. D. Discussion and possible action on any and all matters regarding Resolution No. 2038. A resolution of the Mayor and City Council of the City of San Luis, Arizona, adopting a fair housing policy, making known its commitment to the principle of fair housing, and describing actions it shall undertake to affirmatively further fair housing. **(Jenny Torres, Economic Development Manager)**

6. E. Discussion and possible action on any and all matters regarding Resolution No. 2039. A resolution of the Mayor and Council of the City of San Luis, Arizona, adopting a residential anti-displacement and relocation assistance plan as required under section 104(D) of the Housing and Community Development Act of 1974 as amended. **(Jenny Torres, Economic Development Manager)**

6. F. Public hearing followed by discussion and possible action on any and all matters regarding Resolution No. 2040. A resolution of the Mayor and City Council of the City of San Luis, Arizona, authorizing the submission of application for FY 2017 State Community Development Block Grant State Special Projects funds (CDBG-SSP), certifying that said application meets the community's previously identified housing and community development needs and the requirements of the State CDBG program, and authorizing all actions necessary to implement and complete the activities outlined in said application. **(Jenny Torres, Economic Development Manager)**

A. Open Public Hearing
   1. Staff presentation
   2. Call to the public on this item
B. Close Public Hearing
C. Action on Resolution No. 2040

6. G. Discussion and possible action on any and all matters regarding Resolution No. 2041. A resolution of the Mayor and City Council of the City of San Luis, Arizona, committing local funds as leverage for FY 2017 Community Development Block Grant State Special Project application. **(Jenny Torres, Economic Development Manager)**

7. SUMMARY OF CURRENT EVENTS
Events by Mayor, Council Members and/or City Manager pursuant to A.R.S. §38-431.02 (K).

8. CALL TO THE PUBLIC
This is the time for the public to comment. Members of the City Council may not discuss items that are not specifically identified on the agenda. Therefore, pursuant to A.R.S. §38-431.01 (H), action taken as a result of public comment will be limited to directing staff to study the matter, responding to any criticism or scheduling the matter for further consideration and decision at a later date.

9. ADJOURNMENT

PRESENTATION

Regular City Council Meeting **4.A.**

Meeting Date: 04/11/2018

Presentation Topic/Summary:

Presentation of retirement plaque to Police Canine "Zaza" in recognition of 7 years of service to the City of San Luis Police Department and the citizens of San Luis Arizona. **(Richard Jessup, Acting Chief of Police)**

PRESENTATION

Regular City Council Meeting **4.B.**

Meeting Date: 04/11/2018

Presentation Topic/Summary:

Introduction of the City of San Luis new hires for the first quarter from January through March 2018. **(Olivia Jenkins, Human Resources Manager and Edgardo Carbajal, HR Coordinator)**

Attachments

1st Qtr New Hires

Employee New Hire Report

Hire Date Range 01/01/18 - 03/29/18

Employee	Status	Date of Hire	Primary Department	Position
957 REYES, ANDY	A	01/02/2018	Police Department	ANIMAL CONTROL OFFICER
960 GONZALEZ, FAUSTO DEREK	A	01/23/2018	Human Resources	HR TRAINING & PROGRAMS COORDINATOR
963 CASTRO, MONICA G	A	02/12/2018	Finance	DIRECTOR OF FINANCE
878 PEREZ, HAZIEL	A	02/22/2018	Police Department	POLICE OFFICER
951 BROWNE, JOSEPH S	A	03/05/2018	Fire Department	FIRE FIGHTER
953 TERRAZAS-QUINTANA, RODOLFO	A	03/05/2018	Fire Department	FIRE FIGHTER
968 GAITAN, CESAR O	A	03/12/2018	Police Department	POLICE OFFICER
967 HEMMER, ADRIAN C	A	03/12/2018	Police Department	POLICE OFFICER
965 HERRERA RIOS, RAMON A	A	03/12/2018	Fleet Services	MECHANIC
966 GUERRA, RUTH	A	03/13/2018	Municipal Court	COURT INTERPRETER
964 GUTIERREZ SABORI, SERGIO R	A	03/19/2018	PARKS GROUNDS	MAINTENANCE TECHNICIAN

Grand Totals Employees 11

PRESENTATION

Regular City Council Meeting **4.C.**

Meeting Date: 04/11/2018

Presentation Topic/Summary:

Presentation and recognition of first, second, and third place winners for grades 7th-12th, as well as, first and third place for grades K-6th for the City of San Luis César Chávez Art and Poetry Scholarship Contest. **(Laura Herrera, Public Information Officer/Assistant to the City Council)**

Attachments

Winners

Winners (K-6)

1st Place	2nd Place	3rd Place
Nicole Nieto *"Developing Assurance"* Kindergarten Ed Pastor Elementary	**MariaJose Covarrubias** *"Face of Hope"* 6th Grade Ed Pastor Elementary	**Alexis Botello** *"The Farm Workers"* 3rd Grade Cesar Chavez Elementary

Winners (7-12)

1st Place	2nd Place	3rd Place
Julissa Bustamante *"Campesinos Unidos"* 11th Grade San Luis High School	**Margoth Flores** *"Field of Hope"* 12th Grade PPEP Tech High School	**Yulianna Ramirez** *"In the Hands of Ambition"* 10th Grade Kofa High School

PROCLAMATION

Regular City Council Meeting **4.D.**

Meeting Date: 04/11/2018

Title:

Proclamation - National Public Safety Telecommunications Week April 8-14, 2018

Attachments

Proclamation

OFFICE OF THE
MAYOR
CITY OF SAN LUIS

Proclamation

National Public Safety Telecommunications Week
April 8th - April 14th , 2018

WHEREAS emergencies can occur at any time that require police, fire or emergency medical services; and

WHEREAS when an emergency occurs the prompt response of police officers, firefighters and paramedics is critical to the protection of life and preservation of property; and

WHEREAS the safety of our police officers and firefighters is dependant upon the quality and accuracy of information obtained from citizens who telephone the City of San Luis Police Department communications center; and

WHEREAS Public Safety Telecommunicators are the first and most critical contact our citizens have with emergency services; and

WHEREAS Public Safety Telecommunicators are the single vital link for our police officers and firefighters by monitoring their activities by radio, providing them information and ensuring their safety; and

WHEREAS Public Safety Telecommunicators of the City of San Luis Police Department have contributed substantially to the apprehension of criminals, suppression of fires and treatment of patients; and

WHEREAS each dispatcher has exhibited compassion, understanding and professionalism during the performance of their job in the past year;

THEREFORE BE IT RESOLVED that I, Gerardo Sanchez, Mayor of the City of San Luis Arizona do hereby proclaim the week of April 8th through 14th, 2018 to be National Public-Safety Telecommunications Week in San Luis, Arizona, in honor of the men and women whose diligence and professionalism keep our city and citizens safe.

PASSED AND ADOPTED, this 11th day of April, 2018.

_____
Gerardo Sanchez, Mayor

ATTEST:

_____
Sonia Cornelio, City Clerk

PROCLAMATION

Regular City Council Meeting **4.E.**

Meeting Date: 04/11/2018

Title:

Proclamation - April Child Abuse Prevention Month

Attachments

Proclamation

OFFICE OF THE
MAYOR
CITY OF SAN LUIS

Proclamation

April - Child Abuse Prevention Month

WHEREAS, children are vital to our state's future success, prosperity and quality of life as well as being our most vulnerable assets;

WHEREAS, all children deserve to have the safe, stable, nutrition homes and communities they need to foster their healthy growth and development;

WHEREAS, child abuse and neglect is a community responsibility affecting both the current and future quality of life of a community;

WHEREAS, communities that provide parents with the social support, knowledge of parenting and child development and concrete resources they need to cope with stress and nurture their children ensure all children grow to their full potential;

WHEREAS, effective child abuse prevention strategies succeed because of partnerships created among citizens, human service agencies, schools, faith communities, health care providers, civic organizations, law enforcement agencies, and the business community;

NOW, THEREFORE, BE IT RESOLVED that I, Mayor Gerardo Sanchez, of City of San Luis, do hereby proclaim April as **Child Abuse Prevention Month** and I further call upon all citizens, community agencies, faith groups, medical facilities, elected leaders and businesses to increase their participation in our efforts to support families, thereby preventing child abuse and strengthening the communities in which we live.

PASSED AND ADOPTED this 11th day of April, 2018.

_____
Gerardo Sanchez, Mayor

ATTEST:

_____
Sonia Cornelio, City Clerk

AGENDA ITEM REVIEW FORM

Regular City Council Meeting **5.A.**

Meeting Date: 04/11/2018

Summary

MINUTES OF

-Regular City Council meeting held March 14, 2018

Attachments

3/14/2018 RCM

M I N U T E S
Regular Council Meeting
San Luis City Council
San Luis Council Chambers
1090 E. Union Street
March 14, 2018
7:00 p.m.

1. CALL TO ORDER/ROLL CALL: Mayor Gerardo Sanchez called the Regular City Council meeting to order at approximately 7:00 p.m.

PRESENT: Mayor Gerardo Sanchez
Council Member Mario Buchanan Jr.
Council Member Matias Rosales
Vice Mayor Maria Cecilia Ramos
Council Member Ruben Walshe

ABSENT: Council Member Gloria Torres
Council Member Africa Luna-Carrasco

OTHERS PRESENT: Christine Hagen, Acting City Manager
Melissa Lopez, Deputy City Clerk
Kay Macuil, City Attorney
Angel Ramirez, Fire Department
Aracely De La Hoya, Senior Services
Derek Dueñas, IT Manager
Eulogio Vera, Director of Public Works
Jonathan Dumadag, IT Department
Jorge Perez, Billing & Collections Manager
Laura Herrera, PIO / Assistant to Mayor and Council
Lizandro Galaviz, Director of Parks and Recreation
Marco Santana, Police Sergeant
Ric Bauerman, Fire Department
Cesar Neyoy, Bajo El Sol
Lucy Lopez, San Luis AZ News
Francisca Guzman, Translator
Guillermina Fuentes, Resident

Tirzo Lopez, Resident

2. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Council Member Ruben Walshe.

3. INVOCATION

The Invocation was led by Aracely De La Hoya, Senior Services Department.

4. CONSENT AGENDA

4. A. MINUTES OF

- **Regular Council meeting held January 10, 2018**
- **Regular Council meeting held January 24, 2018**
- **Work Session held February 7, 2018**
- **Special Council meeting held February 7, 2018**
- **Special Council meeting held February 13, 2018**
- **Regular Council meeting held February 28, 2018**

4. B. DISBURSEMENTS FROM FEBRUARY 17, 2018 THROUGH MARCH 2, 2018
Total Disbursements $629,226.63
(Six Hundred Twenty-Nine Thousand, Two Hundred Twenty-Six Dollars and Sixty-Three Cents)

4. C. Discussion and possible action on any and all matters regarding the Fourth Amended and Restated Membership Agreement with the Arizona Municipal Risk Retention Pool. (Kay Marion Macuil, City Attorney)

4. D. Discussion and possible action on any and all matters regarding Resolution No. 2036. A resolution of the Mayor and City Council of the City of San Luis, Arizona, approving and adopting the Intergovernmental Agreement between the City of San Luis and Yuma Union High School District (YUHSD) #70 for funds supporting the San Luis Police Department's participation in the School Resource Officer overtime assignment at the San Luis High School. (Richard Jessup, Acting Chief of Police)

4. E. Discussion and possible action on any and all matters regarding the purchase of Hach Luminescent Dissolved Oxygen Sensors and lab equipment from Hach Company, for the Wastewater Division. (Manuel Rojas, Assistant Director of Public Works)

4. F. Discussion and possible action on any and all matters regarding the purchase of a Vapex Environmental Technologies, Odor Control Unit for Merrill Lift Station. (Manuel Rojas, Assistant Director of Public Works)

MOTION: Council Member Mario Buchanan Jr./Council Member Matias Rosales to approve the Consent Agenda as presented. Motion passed unanimously.

5. DISCUSSION AND POSSIBLE ACTION ITEMS:

5. A. Discussion and possible action on any and all matters regarding the purchase of hardware, and software licensing to upgrade current email system. (Jonathan Dumadag, Senior IT Technician)

Mr. Jonathan Dumadag, Senior IT Technician, informed that this item is to upgrade the current hardware and software system. He stated that the current e-mail system has served its lifespan of more than 5 years. This purchase has a 3-year warranty, the purchase will consist of 250 licenses. He informed that the purchase will not exceed $40,500.00 and will be made through a cooperative agreement through National Joint Powers Alliance, the vendor is CDW-G.

MOTION: Council Member Matias Rosales/Council Member Mario Buchanan Jr. to approve the purchase of e-mail software upgrade, licenses, and hardware in an amount not to exceed $40,500.00 utilizing procurement code 36.09-Cooperative Purchasing. Motion passed unanimously.

5. B. Discussion and possible action on any and all matters regarding Resolution No. 2035. A Resolution of the Mayor and City Council of the City of San Luis, Arizona adopting fees for small wireless facilities; repealing any conflicting provisions, and providing for severability. (Kay Marion Macuil, City Attorney)

Ms. Kay Marion Macuil, City Attorney, informed that this resolution is part of Ordinance No. 377, which was passed by Council on January 10, 2018. She stated that the Arizona Legislature passed a bill that allows small wireless facilities to be installed “by right” on any public street and on light poles.

She informed that this resolution sets fees for application, right-of-way use and city pole use fees. She added that the rest of the state is also implementing this type of resolutions.

Mayor Gerardo Sanchez stated that it is very important this is done or else the city will yield any possible restrictions if this is not done.

MOTION: Council Member Mario Buchanan Jr./Council Member Ruben Walshe to approve Resolution No. 2035. Motion passed unanimously.

5. C. Discussion and possible action on any and all matters regarding Resolution No. 2037. A resolution of the Mayor and City Council of the City of San Luis, Arizona for a rumble strip project on Juan Sanchez Boulevard authorizing and directing the entering into an Intergovernmental Agreement between the State of Arizona and City of San Luis and declaring an emergency. (Eulogio Vera, Director of Public Works)

Mr. Eulogio Vera, Director of Public Works stated that this agreement will allow them to work with ADOT, and allow them to visit the site distance issues, and help with traffic accidents. He proceeded to add that the project qualifies for the funds, but it just needs permission from Council. He added that a traffic study will be conducted as well.

Mayor Gerardo Sanchez added that the enforcement for Avenue E to 10th Avenue is something that has to be done.

MOTION: Council Member Ruben Walshe/Council Member Mario Buchanan Jr. to approve and adopt Resolution No. 2037 and declare an emergency.

5. D. Discussion and possible action on any and all matters regarding Ordinance No. 380. An ordinance of the Mayor and City Council of the City of San Luis, Arizona amending the San Luis City Code Title IX, Chapter 95 relating to animals by adding Sections 95.04 through 95.07 regarding dangerous dogs; repealing any conflicting provisions; providing for penalties; and providing for severability. (Richard Jessup, Acting Chief of Police)

Mr. Marco Santana, Police Sergeant, stated that this item was discussed at a work session, and he is there to address any concerns and/or answer questions.

A. Action on Reading of Ordinance No. 380 by title only

MOTION: Council Member Mario Buchanan Jr./Council Member Ruben Walshe to approve Reading of Ordinance No. 380 by title only. Motion passed unanimously.

(City Clerk to read ordinance by title only)

Mrs. Melissa Lopez, Deputy City Clerk, read Ordinance No. 380 by title only.

B. Action on Ordinance No. 380.

MOTION: Council Member Mario Buchanan Jr./ Vice Mayor Maria Cecilia Ramos to approve and adopt Ordinance No. 380. Motion passed unanimously.

6. SUMMARY OF CURRENT EVENTS

Mayor Gerardo Sanchez thanked Parks & Recreation, Police Department and everyone else involved with providing the City of San Luis with a great baseball game. He thanked Mr. Fernando Valenzuela, former Major League Baseball Professional Player, for being able to attend with his busy schedule. He added that there was a lot of positive feedback, as well as a lot of people from all ages. Mayor Gerardo Sanchez mentioned that Fernando Valenzuela signed two (2) players locally.

7. CALL TO THE PUBLIC

Ms. Susie Zambrano, AWC South Yuma County Services invited the City Council to the Arizona Western College District Board Meeting on Wednesday March 21 at 9:00 a.m.

Ms. Ana Chaulk, Manager for the Arizona Public Service, stated that there is an issue happening in Arizona. A California billionaire filed a ballot initiative with the Secretary of State's office. If the bill passes, utility office could have to obtain 50% of their energy from renewal resources by 2030. She proceeded to add all of the negative effects to the customer.

8. ADJOURNMENT

MOTION: Council Member Mario Buchanan Jr./ Vice Mayor Maria Cecilia Ramos to adjourn the Regular City Council meeting at approximately 7:31 p.m.

AGENDA ITEM REVIEW FORM

Regular City Council Meeting **5.B.**

Meeting Date: 04/11/2018

Summary

DISBURSEMENTS FROM MARCH 17, 2018 THROUGH MARCH 31, 2018

Total Disbursements $545,926.35

(Five Hundred Forty-Five Thousand, Nine Hundred Twenty-Six Dollars and Thirty-Five Cents)

Attachments

Disbursements 4/11/2018

City of San Luis
Finance Department

COUNCIL MEETING APRIL 11, 2018
Disbursement Reports from 3/17/2018 to 3/31/2018

Bank Accounts	Check Date	Amount	Schedule
Payroll Check Account	3/20/2018	$ 4,743.96	Schedule A
Payroll Check Account	3/21/2018	$ 284,014.23	Schedule B
Accounts Payable Check Account	3/22/2018	$ 134,577.30	Schedule C
Accounts Payable Check Account	3/29/2018	$ 122,590.86	Schedule D

Total Disbursements: **$ 545,926.35**

Please contact Ms. Monica Castro prior to the meeting if additional information is needed.

Prepared by Angelica V. Castro: Angelica V Castro

Verified by Director of Finance: Monica Castro

For Council approval on: _____

Mayor: _____

Council: _____

_____

_____

_____

_____

_____

RECEIVED
2018 APR -3 P 5:08
CITY OF SAN LUIS
OFFICE OF THE CITY CLERK

Schedule A

Pay Day Register

Pay Date Range 03/01/18 - 03/31/18
Pay Batch 201803M

Pay Batch 201803M Total

Employees in Pay Batch 7

Female Employees in Pay Batch 3

Hours Description	Hours	Gross
102 - SALARY	.0000	7,550.00
806 - TELEPHONE STIPEND	.0000	150.00
Total	0.0000	$7,700.00

Withholdings and Deductions		Gross Base
Gross	7,700.00	
Imputed Income		
FEDERAL TAX WITHHOLDING	32.04	5,624.99
SOCIAL SECURITY TAX	477.40	7,700.00
MEDICARE	111.63	7,700.00
STATE WITHHOLDING	154.96	5,624.99
Council Retirement EORP	588.50	.00
Dental Council	147.98	.00
EODCRS - COUNCIL	72.00	.00
EODCRS - DISABILITY	1.13	.00
Medical Council	1,216.20	.00
MISCELLANEOUS	105.00	.00
Vision Council	49.20	.00
Net	$4,743.96 ✓	

Benefits		Gross Base
ASRS/EORP - LEGACY RATE	109.35	.00
Dental Council	253.26	.00
EODCRS - COUNCIL	54.00	.00
EODCRS - DISABILITY	1.13	.00
EODCRS/EORP LEGACY RATE	157.50	.00
EORP COUNCIL RETIREMENT	423.00	.00
Health Council	6,317.20	.00
Retirement Council EORP	928.25	.00
Vision Council	74.90	.00
Total	$8,318.59	

Workers' Comp		Gross Base
MUNICIPAL/ TOWN/	134.77	7,700.00
Total	$134.77	

Direct Deposits	Amount
1st Bank Yuma	727.46
Chase Bank	638.14
Federal Credit Union	916.29
REALTORS FED CRED UNION	272.36
Sunbank	1,005.83
Wells Fargo	359.93
Total	$3,920.01

Check $823.95

Prepared by:
Debora Luna
Date:

[redacted] ✓

Schedule B

Pay Day Register

Pay Date Range 03/03/18 - 03/16/18
Pay Batch 201806

PSPRS POLICE DB RATE - TIER	3,564.01	30,592.32
PSPRS POLICE DB RATE - TIER 3	389.10	3,914.48
STANDARD LIFE ADDTNL	747.55	.00
TRANSWESTERN MEXICAN	48.00	.00
U.S. MEX DENTAL - EE &	529.00	.00
U.S. MEX DENTAL - EE &	63.48	.00
UNITED WAY	14.00	.00
US & MEX DENTAL= FAMILY	660.50	.00
US & MEX HEALTH = C	5,842.20	.00
US & MEX HEALTH = FAMILY	4,353.85	.00
US & MEX HEALTH = SP	898.80	.00
VSP - VISION FAMILY	682.65	.00
Net	$284,014.23 ✔	

AUTO SERVICE/ REPAIR	160.74	5,761.57
BUILDING- NOC OPER BY	828.01	22,873.25
BUS COMPANY AND DRIVERS	63.15	1,144.00
CLERICAL OFFICE/ LIBRARY/	222.89	92,887.19
Electrician	59.22	1,886.00
FIREFIGHTERS & DRIVERS	2,898.55	82,345.43
GARBAGE/ ASH/ REFUSE	340.93	5,454.80
MUNICIPAL/ TOWN/	67.84	3,876.40
PARKS- NOC ALL EMPLOYEES	523.37	16,883.11
POLICE OFFICERS	3,647.74	83,282.25
RECREATION- ALL EMPLOYEES/	240.40	17,548.31
SEWAGE DISPOSAL/ PLANT	546.11	15,875.34
Street or Road Construction	1,419.20	17,673.74
WATERWORKS OPERATIONS	559.15	16,113.71
Total	$11,691.78	

Direct Deposits	Amount
1st Bank Yuma	23,063.59
ACADEMY BANK	1,790.69
Bank of America	300.00
Charles Sch	300.00
Chase Bank	120,996.02
CHASE BANK CA	3,431.66
CHASE BANK MORGAN	1,196.76
chase bank somerton	1,938.61
chase centro	707.88
Federal Credit Union	35,163.19
HUGHES FCU	100.00
National Bank	500.00
Navy Federal	7,827.56
NetSpend Corporation DD	120.00
NORTH ISLAND CREDIT UNION	1,001.68
Sunbank	1,202.85
US Bank	679.58
WASHINGTON FEDERAL	1,451.76
Wells Fargo	55,237.64
Total	$257,009.47

Check $27,004.76

Prepared by:
Debora Luna
Date:

Schedule C

City of San Luis

Payment Register

From Payment Date: 3/19/2018 - To Payment Date: 3/22/2018

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
84178	03/22/2018	Open			Accounts Payable	YUMA NURSERY SUPPLY	$1,137.91		
84179	03/22/2018	Open			Accounts Payable	YUMA OFFICE EQUIPMENT	$3,123.29		
84180	03/22/2018	Open			Accounts Payable	YUMA PRINTING & GRAPHIC DEPT.	$759.34		
Type Check Totals:					120 Transactions		$134,577.30		

1BYPAYABLE - 1st BY Accounts Payable Totals

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	119	$134,451.30	$0.00
	Reconciled	0	$0.00	$0.00
	Voided	1	$126.00	$0.00
	Stopped	0	$0.00	$0.00
	Total	120	$134,577.30	$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	119	$134,451.30	$0.00
	Reconciled	0	$0.00	$0.00
	Voided	1	$126.00	$0.00
	Stopped	0	$0.00	$0.00
	Total	120	$134,577.30	$0.00

Grand Totals:

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	**119**	**$134,451.30**	**$0.00**
	Reconciled	**0**	**$0.00**	**$0.00**
	Voided	**1**	**$126.00**	**$0.00**
	Stopped	**0**	**$0.00**	**$0.00**
	Total	**120**	**$134,577.30**	**$0.00**

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	**119**	**$134,451.30**	**$0.00**
	Reconciled	**0**	**$0.00**	**$0.00**
	Voided	**1**	**$126.00**	**$0.00**
	Stopped	**0**	**$0.00**	**$0.00**
	Total	**120**	**$134,577.30**	**$0.00**

Prepared By:
Maggie Dominguez
Date: 3/22/18

C

City of San Luis

Payment Register

From Payment Date: 3/19/2018 - To Payment Date: 3/22/2018

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
1BYPAYABLE - 1st BY Accounts Payable									
Check									
84061	03/21/2018	Open			Accounts Payable	CORNELIO, SONIA	$91.00		
84062	03/21/2018	Open			Accounts Payable	SM TOURS LLC	$700.00		
84063	03/21/2018	Open			Accounts Payable	TAYLOR, JANET	$91.00		
84064	03/21/2018	Open			Utility Management Refund	BASULTO, YURI, K	$110.16		
84065	03/21/2018	Open			Utility Management Refund	CAMPOS, MARGARITA	$61.58		
84066	03/21/2018	Open			Utility Management Refund	CASTRO, FELIPE & RUTH	$44.13		
84067	03/21/2018	Open			Utility Management Refund	CUEVAS, AXEL	$133.07		
84068	03/21/2018	Open			Utility Management Refund	FEDERAL CONSTRUCTION GRP/ KRISTI WEATHERLY	$1,685.06		
84069	03/21/2018	Open			Utility Management Refund	GOMEZ, JOSE & CLARA	$28.12		
84070	03/21/2018	Open			Utility Management Refund	HAROS, ZULEMA	$114.12		
84071	03/21/2018	Open			Utility Management Refund	MEDINA, SILVIA & WALDO	$80.00		
84072	03/21/2018	Open			Utility Management Refund	MEZA, MARIA, E	$175.00		
84073	03/21/2018	Open			Utility Management Refund	MIRELES, JORGE	$114.92		
84074	03/21/2018	Open			Utility Management Refund	MONDACA, MARICRUZ & CARLOS SOTO	$15.45		
84075	03/21/2018	Open			Utility Management Refund	SANTACRUZ-LLAMAS, ALBERTO	$9.11		
84076	03/21/2018	Open			Accounts Payable	FERNANDEZ, JENI	$307.00		
84077	03/22/2018	Open			Accounts Payable	CALIFORNIA STATE DISBURSEMENT UNIT	$160.61		
84078	03/22/2018	Open			Accounts Payable	CHARGO PA, GURSTEL	$52.21		
84079	03/22/2018	Open			Accounts Payable	FOP/ALC	$240.00		
84080	03/22/2018	Open			Accounts Payable	INTERNAL REVENUE SERVICE	$50.00		
84081	03/22/2018	Voided		03/22/2018	Accounts Payable	NATIONWIDE RETIREMENT SOLUTIONS	$126.00		
84082	03/22/2018	Open			Accounts Payable	NATIONWIDE RETIREMENT SOLUTIONS	$126.00		
84083	03/22/2018	Open			Accounts Payable	PIONEER CREDIT RECOVERY, INC	$147.29		
84084	03/22/2018	Open			Accounts Payable	PUBLIC SAFETY PERSONNEL RET SY	$1,939.75		
84085	03/22/2018	Open			Accounts Payable	PUBLIC SAFETY PERSONNEL RET SY	$157.50		
84086	03/22/2018	Open			Accounts Payable	PUBLIC SAFETY PERSONNEL RET SY	$2.26		
84087	03/22/2018	Open			Accounts Payable	PUBLIC SAFETY PERSONNEL RET SY	$109.35		
84088	03/22/2018	Open			Accounts Payable	SAN LUIS POLICE OFFICERS ASSOC	$480.00		
84089	03/22/2018	Open			Accounts Payable	STANDARD INSURANCE CO.	$6,979.62		

Payment Register

From Payment Date: 3/19/2018 - To Payment Date: 3/22/2018

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
84090	03/22/2018	Open			Accounts Payable	SUPPORT PAYMENT CLEARINGHOUSE	$4,071.26		
84091	03/22/2018	Open			Accounts Payable	UNITED WAY OF YUMA COUNTY INC.	$14.00		
84092	03/22/2018	Open			Accounts Payable	UNITED YUMA FIRE FIGHTERS-IAFF	$600.00		
84093	03/22/2018	Open			Accounts Payable	BURSEY & ASSOCIATES, P.C.	$208.10		
84094	03/22/2018	Open			Accounts Payable	ALDAMA, EMMANUEL	$226.00		
84095	03/22/2018	Open			Accounts Payable	CARDENAS, ERNESTO	$226.00		
84096	03/22/2018	Open			Accounts Payable	CELAYA, PAOLA	$80.00		
84097	03/22/2018	Open			Accounts Payable	CONTRERAS, ALFONSO	$102.98		
84098	03/22/2018	Open			Accounts Payable	DE LA HOYA, TADEO	$208.00		
84099	03/22/2018	Open			Accounts Payable	FRANCO LUNA, ROSSMART , FELIPE	$140.00		
84100	03/22/2018	Open			Accounts Payable	GALVAN, JESUS	$150.00		
84101	03/22/2018	Open			Accounts Payable	GOMEZ-DOMINGUEZ, FRANCISCO	$288.77		
84102	03/22/2018	Open			Accounts Payable	GONZALEZ, VICTOR	$120.00		
84103	03/22/2018	Open			Accounts Payable	GUERRA, RUTH	$100.00		
84104	03/22/2018	Open			Accounts Payable	JENKINS, OLIVIA	$76.00		
84105	03/22/2018	Open			Accounts Payable	LA BODEGA, LLC	$1,012.01		
84106	03/22/2018	Open			Accounts Payable	LOPEZ RIOS, JOSE , A	$200.00		
84107	03/22/2018	Open			Accounts Payable	LUNA, DEBORA	$76.00		
84108	03/22/2018	Open			Accounts Payable	LUNA, JESUS ENRIQUE	$110.00		
84109	03/22/2018	Open			Accounts Payable	MEDINA, JOSE	$180.00		
84110	03/22/2018	Open			Accounts Payable	MEZA, JESUS	$76.00		
84111	03/22/2018	Open			Accounts Payable	MORADO, MARICRUZ	$600.00		
84112	03/22/2018	Open			Accounts Payable	RAMIREZ, KASSANDRA	$76.00		
84113	03/22/2018	Open			Accounts Payable	ROLLS AND BOWLS LLC	$500.00		
84114	03/22/2018	Open			Accounts Payable	SAMANIEGO, RODOLFO	$96.81		
84115	03/22/2018	Open			Accounts Payable	SERRANO, JOSE DE LOS ANGELES	$40.00		
84116	03/22/2018	Open			Accounts Payable	TORRES, CRISTIAN	$80.00		
84117	03/22/2018	Open			Accounts Payable	VANEGAS, ROBERTO, V	$340.00		
84118	03/22/2018	Open			Accounts Payable	VARELA, LIZETTE	$76.00		
84119	03/22/2018	Open			Accounts Payable	24-7 GET FIT SL, LLC	$619.69		
84120	03/22/2018	Open			Accounts Payable	4 IMPRINT	$1,490.77		
84121	03/22/2018	Open			Accounts Payable	AMERICAN BUSINESS FORMS INC.	$3,487.86		
84122	03/22/2018	Open			Accounts Payable	ANALYTICAL & PRECISION BALANCE	$432.00		
84123	03/22/2018	Open			Accounts Payable	ARIZONA MUNICIPAL RISK	$170.00		
84124	03/22/2018	Open			Accounts Payable	ARIZONA PUBLIC SERVICE	$124.34		
84125	03/22/2018	Open			Accounts Payable	ARIZONA WESTERN COLLEGE	$515.50		
84126	03/22/2018	Open			Accounts Payable	AZ STATE PRISON COMPLEX - YUMA	$312.00		
84127	03/22/2018	Open			Accounts Payable	AZ STATE PRISON COMPLEX - YUMA	$80.10		
84128	03/22/2018	Open			Accounts Payable	B&H FOTO & ELECTRONICS CORP.	$134.17		
84129	03/22/2018	Open			Accounts Payable	BILL ALEXANDER FORD	$52.27		
84130	03/22/2018	Open			Accounts Payable	BIOLOGICAL SOLUTIONS LLC	$930.42		
84131	03/22/2018	Open			Accounts Payable	BOUND TREE MEDICAL, LLC.	$79.70		
84132	03/22/2018	Open			Accounts Payable	CDWG	$17,786.75		
84133	03/22/2018	Open			Accounts Payable	CENTERLINE SUPPLY WEST	$4,286.80		

City of San Luis

Payment Register

From Payment Date: 3/19/2018 - To Payment Date: 3/22/2018

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
84134	03/22/2018	Open			Accounts Payable	CENTURYLINK	$6,724.69		
84135	03/22/2018	Open			Accounts Payable	CITY OF YUMA	$31.21		
84136	03/22/2018	Open			Accounts Payable	CSC OF YUMA	$54.60		
84137	03/22/2018	Open			Accounts Payable	DETROIT INDUSTRIAL TOOL	$4,859.89		
84138	03/22/2018	Open			Accounts Payable	EAP PREFERRED	$428.40		
84139	03/22/2018	Open			Accounts Payable	GREEN TECH PLUMBING	$760.00		
84140	03/22/2018	Open			Accounts Payable	GUARDIAN MEDICAL PRODUCTS, LLC	$406.96		
84141	03/22/2018	Open			Accounts Payable	HAJOCA CORPORATION	$174.49		
84142	03/22/2018	Open			Accounts Payable	HILL BROTHERS CHEMICAL CO.	$3,710.34		
84143	03/22/2018	Open			Accounts Payable	INDEPENDENT HYDRAULIC & MACHINE INC.	$794.87		
84144	03/22/2018	Open			Accounts Payable	INDUSTRIAL SERVICE & SUPPLY	$1,508.16		
84145	03/22/2018	Open			Accounts Payable	IPS GROUP INC	$498.80		
84146	03/22/2018	Open			Accounts Payable	IPT HOLDINGS, LLC	$598.80		
84147	03/22/2018	Open			Accounts Payable	KANAWHA INSURANCE CO.	$339.42		
84148	03/22/2018	Open			Accounts Payable	LOU'S GLOVES, INC	$624.00		
84149	03/22/2018	Open			Accounts Payable	MAGALLON, MARIA, C	$30.00		
84150	03/22/2018	Open			Accounts Payable	MCCROMETER, INC.	$3,098.09		
84151	03/22/2018	Open			Accounts Payable	ON TRACK OVERHEAD DOORS	$135.00		
84152	03/22/2018	Open			Accounts Payable	PACIFIC MEDICAL WASTE	$55.00		
84153	03/22/2018	Open			Accounts Payable	PENN NEON SIGN CO., INC.	$43.36		
84154	03/22/2018	Open			Accounts Payable	PINNACLE MEDICAL GROUP, AZ-P.C	$1,050.00		
84155	03/22/2018	Open			Accounts Payable	PRECISION ELECTRIC CO. INC.	$7,650.96		
84156	03/22/2018	Open			Accounts Payable	PREPAID LEGAL SERVICES	$144.50		
84157	03/22/2018	Open			Accounts Payable	PURCELL TIRE CO.	$584.84		
84158	03/22/2018	Open			Accounts Payable	R&M ELECTRIC SUPPLY LLC	$8,030.84		
84159	03/22/2018	Open			Accounts Payable	RALPH VELEZ CONSULTING SERVICES	$6,975.78		
84160	03/22/2018	Open			Accounts Payable	REDBURN TIRE COMPANY	$1,282.33		
84161	03/22/2018	Open			Accounts Payable	RELEVANT SOLUTIONS LLC	$3,184.78		
84162	03/22/2018	Open			Accounts Payable	SAM'S CLUB	$1,302.82		
84163	03/22/2018	Open			Accounts Payable	SAN DIEGO POLICE EQUIPMENT CO.	$3,481.84		
84164	03/22/2018	Open			Accounts Payable	SAN LUIS AIR CONDITIONING LLC	$159.75		
84165	03/22/2018	Open			Accounts Payable	SEA-LAND DISTRIBUTORS, LLC	$53.15		
84166	03/22/2018	Open			Accounts Payable	SIGN MASTERS	$394.62		
84167	03/22/2018	Open			Accounts Payable	SIMS MURRAY, LTD.	$1,120.00		
84168	03/22/2018	Open			Accounts Payable	SMITH, RALPH E. SR.	$540.00		
84169	03/22/2018	Open			Accounts Payable	SPECTRUM BUSINESS	$151.03		
84170	03/22/2018	Open			Accounts Payable	STABILIZER SOLUTIONS INC.	$693.16		
84171	03/22/2018	Open			Accounts Payable	ULINE, INC.	$292.25		
84172	03/22/2018	Open			Accounts Payable	USA BLUE BOOK	$3,249.91		
84173	03/22/2018	Open			Accounts Payable	VISION SERVICE PLAN OF ARIZONA	$7,199.31		
84174	03/22/2018	Open			Accounts Payable	WAXIE SANITARY SUPPLY	$1,040.53		
84175	03/22/2018	Open			Accounts Payable	WESTERN REFUSE & RECYCLING EQUIPMENT, INC.	$762.41		
84176	03/22/2018	Open			Accounts Payable	WESTERN SUN SYSTEMS, INC	$328.26		
84177	03/22/2018	Open			Accounts Payable	YUMA COUNTY RECORDER	$101.00		

City of San Luis

Schedule D

Payment Register

From Payment Date: 3/26/2018 - To Payment Date: 3/29/2018

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
84223	03/29/2018	Open			Accounts Payable	RDO EQUIPMENT CO.	$1,006.77		
84224	03/29/2018	Open			Accounts Payable	SAFETY-KLEEN CORPORATION	$331.13		
84225	03/29/2018	Open			Accounts Payable	SANTIAGO, JOSE V.	$135.52		
84226	03/29/2018	Open			Accounts Payable	SMITH, RALPH E. SR.	$540.00		
84227	03/29/2018	Open			Accounts Payable	SONORAN CYCLES, LLC	$56.41		
84228	03/29/2018	Open			Accounts Payable	SPRING HILL PRESS LLC	$650.00		
84229	03/29/2018	Open			Accounts Payable	SUN RENTAL AND SALES INC.	$536.59		
84230	03/29/2018	Open			Accounts Payable	THE LIGHTHOUSE INC	$699.04		
84231	03/29/2018	Open			Accounts Payable	THOMSON WEST PUBLISHING CO.	$969.50		
84232	03/29/2018	Open			Accounts Payable	TITLE BOXING	$240.93		
84233	03/29/2018	Open			Accounts Payable	TORRES, CARLOS	$81.30		
84234	03/29/2018	Open			Accounts Payable	TRANSWESTERN INSURANCE ADMIN	$96.00		
84235	03/29/2018	Open			Accounts Payable	TYLER TECHNOLOGIES, INC.	$2,775.00		
84236	03/29/2018	Open			Accounts Payable	VAPEX ENVIRONMENTAL TECHNOLOGIES, LLC	$1,709.75		
84237	03/29/2018	Open			Accounts Payable	WESTERN REFUSE & RECYCLING EQUIPMENT, INC.	$5,336.14		
84238	03/29/2018	Open			Accounts Payable	YUMA NURSERY SUPPLY	$95.62		
84239	03/29/2018	Open			Accounts Payable	YUMA PRINTING & GRAPHIC DEPT.	$617.84		
84240	03/29/2018	Open			Accounts Payable	YUMA VISITORS BUREAU	$2,328.75		
Type Check Totals:					60 Transactions		$122,590.86		

Prepared By:
Maggie Dominguez
Date: 3/29/18

1BYPAYABLE - 1st BY Accounts Payable Totals

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	59	$103,090.86	$0.00
	Reconciled	0	$0.00	$0.00
	Voided	1	$19,500.00	$0.00
	Stopped	0	$0.00	$0.00
	Total	60	$122,590.86	$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	59	$103,090.86	$0.00
	Reconciled	0	$0.00	$0.00
	Voided	1	$19,500.00	$0.00
	Stopped	0	$0.00	$0.00
	Total	60	$122,590.86	$0.00

Grand Totals:

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	**59**	**$103,090.86**	**$0.00**
	Reconciled	**0**	**$0.00**	**$0.00**
	Voided	**1**	**$19,500.00**	**$0.00**
	Stopped	**0**	**$0.00**	**$0.00**
	Total	**60**	**$122,590.86**	**$0.00**

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	**59**	**$103,090.86**	**$0.00**
	Reconciled	**0**	**$0.00**	**$0.00**
	Voided	**1**	**$19,500.00**	**$0.00**
	Stopped	**0**	**$0.00**	**$0.00**
	Total	**60**	**$122,590.86**	**$0.00**

City of San Luis

Payment Register

From Payment Date: 3/26/2018 - To Payment Date: 3/29/2018

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
1BYPAYABLE - 1st BY Accounts Payable									
Check									
84181	03/26/2018	Open			Accounts Payable	ALSCO, INC	$1,950.75		
84182	03/26/2018	Open			Accounts Payable	AUTOZONE STORES, INC	$2,490.57		
84183	03/26/2018	Open			Accounts Payable	BLT ASPHALT LLC	$2,203.60		
84184	03/26/2018	Open			Accounts Payable	BLT READY MIX CONCRETE LLC	$4,746.23		
84185	03/26/2018	Open			Accounts Payable	FRESH TERRA SERVICES LLC	$850.00		
84186	03/26/2018	Open			Accounts Payable	O'REILLY AUTO PARTS	$2,338.14		
84187	03/27/2018	Voided		03/27/2018	Accounts Payable	RIEDEL, NIEVES	$19,500.00		
84188	03/27/2018	Open			Accounts Payable	RIEDEL, NIEVES	$15,000.00		
84189	03/29/2018	Open			Accounts Payable	ALDAMA, EMMANUEL	$226.00		
84190	03/29/2018	Open			Accounts Payable	ARIZONA CORPORATION COMMISSION	$5.50		
84191	03/29/2018	Open			Accounts Payable	AZ STATE PRISON COMPLEX - YUMA	$260.00		
84192	03/29/2018	Open			Accounts Payable	AZ STATE PRISON COMPLEX - YUMA	$71.20		
84193	03/29/2018	Open			Accounts Payable	BINGHAM EQUIPMENT CO	$494.54		
84194	03/29/2018	Open			Accounts Payable	BLT ASPHALT LLC	$1,576.14		
84195	03/29/2018	Open			Accounts Payable	BOUND TREE MEDICAL, LLC.	$396.06		
84196	03/29/2018	Open			Accounts Payable	CARDENAS, ERNESTO	$226.00		
84197	03/29/2018	Open			Accounts Payable	CENTURYLINK	$267.42		
84198	03/29/2018	Open			Accounts Payable	CITY OF YUMA	$3,480.00		
84199	03/29/2018	Open			Accounts Payable	CSC OF YUMA	$149.89		
84200	03/29/2018	Open			Accounts Payable	DESERT WATER	$53.24		
84201	03/29/2018	Open			Accounts Payable	DIRECTV, INC	$103.24		
84202	03/29/2018	Open			Accounts Payable	EAP PREFERRED	$459.90		
84203	03/29/2018	Open			Accounts Payable	FDC RESCUE PRODUCTS	$584.72		
84204	03/29/2018	Open			Accounts Payable	FENCING BY S.K. L.L.C.	$302.44		
84205	03/29/2018	Open			Accounts Payable	G&T LOCKSMITH AND SAFE CO.	$122.04		
84206	03/29/2018	Open			Accounts Payable	GCI CONSTRUCTION & INSPECTIONS, LLC	$1,775.00		
84207	03/29/2018	Open			Accounts Payable	GREATER YUMA ECONOMIC DEV CORP	$10,000.00		
84208	03/29/2018	Open			Accounts Payable	GREEN RUBBER- KENNEDY AG	$581.54		
84209	03/29/2018	Open			Accounts Payable	GUARDIAN MEDICAL PRODUCTS, LLC	$545.65		
84210	03/29/2018	Open			Accounts Payable	HERRERA, EDGAR	$150.00		
84211	03/29/2018	Open			Accounts Payable	IPT HOLDINGS, LLC	$3,967.27		
84212	03/29/2018	Open			Accounts Payable	JAMES COOKE & HOBSON INC.	$22,158.46		
84213	03/29/2018	Open			Accounts Payable	JAMES DAVEY AND ASSOCIATES	$5,929.00		
84214	03/29/2018	Open			Accounts Payable	LAGUNA, JOSE, LUZ	$444.00		
84215	03/29/2018	Open			Accounts Payable	LAWSON PRODUCTS INC.	$126.31		
84216	03/29/2018	Open			Accounts Payable	LEON, APOLINAR	$150.00		
84217	03/29/2018	Open			Accounts Payable	LESLIE'S POOL SUPPLY INC.	$282.92		
84218	03/29/2018	Open			Accounts Payable	LG ON SITE LLC	$149.61		
84219	03/29/2018	Open			Accounts Payable	NATIONAL TRAINING CONCEPTS, INC.	$100.00		
84220	03/29/2018	Open			Accounts Payable	O'REILLY AUTO PARTS	$112.83		
84221	03/29/2018	Open			Accounts Payable	QUIÑONES TIRES LLC	$20.00		
84222	03/29/2018	Open			Accounts Payable	RAMON MOSQUEDA	$34.36		

AGENDA ITEM REVIEW FORM

Regular City Council Meeting **5.C.**

Meeting Date: 04/11/2018

Department Head: Richard Jessup, Acting Chief of Police, Police Department

Submitted By: Miguel Alvarez, Lieutenant, Police Department

Action Requested: Motion

ITEM:

Discussion and possible action on any and all matters regarding authorization to purchase two (2) truck bed vault systems, emergency vehicle lighting and emergency vehicle siren packages for two (2) new 2018 unmarked police Ford Super Crew XL F150 pickup trucks using Fiscal Year 2018 Capital Project Budgeted funds. **(Richard Jessup, Acting Chief of Police)**

SUMMARY:

The San Luis Police Department is seeking approval to purchase two (2) truck bed vault systems, two (2) emergency vehicle lighting and siren packages. These are to be installed on two (2) new 2018 Ford Super Crew XL F150 4X4 pickup trucks, which is a separate agenda item for this Council meeting.

The funds are available for the purchase of this equipment as part of the approved budget for the purchase of two (2) new vehicles for a Fiscal Year 2018 Capital Project. The budgeted amount was to include a fully marked Ford SUV police vehicle and a fully marked Ford F150 animal control service vehicle.

Capital Project Budget FY18 account: 100-999-90000
(1) Marked SUV Police Vehicle $47,850.00 &
(1) Ford F150 Animal Control services vehicle $ 49,460.00.

However, the vehicles were under-budgeted by $25,104.36 , according to quotes received from Peoria Ford, which is the Ford Dealership holding the State Contract # ADSPO17-166117 for police vehicle purchases. So, in a separate agenda item for this Council meeting, it was requested that the funds be used for two, unmarked, 4x4 pickup trucks.

This agenda item is for the equipment for the two, unmarked, 4x4 pickup trucks. The truck bed vault systems, emergency vehicle lighting and emergency vehicle siren packages will be purchased through Arizona Emergency Products (AEP) of Phoenix, Arizona, using the Yavapai County Contract #111201 to purchase this equipment as authorized under San Luis City Code-Purchasing Section 36.09, Cooperative Purchasing.

AEP provided a quote for two (2) truck bed vault systems, two (2) emergency vehicle lighting and emergency vehicle siren packages for **$19,184.04.**

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO APPROVE THE PURCHASE OF THE EQUIPMENT AS PRESENTED, USING THE YAVAPAI COUNTY CONTRACT, IN THE AMOUNT OF $19,184.04 AS PER CITY PROCUREMENT CODE 36.09 COOPERATIVE PURCHASING.

N/A

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:	Yes
CITY/STATE/FEDERAL FUNDS:	City
TOTAL:	$19,184.04
BUDGETED AMOUNT:	$97,310.00
AVAILABLE AMOUNT TO TRANSFER:	N/A
ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE:	Capital Project Budget FY18 # 100-999-9000 - $139,210.00

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

Approved purchases in Fiscal Year 2017-2018 budget. Subject two truck bed vault systems, emergency vehicle lighting and siren equipment packages to install on two new Ford F150 pickup trucks.

100-999-9000 Capital Project Budget FY18 - Police Department remaining balance before purchase $139,210.00

Attachments

Yavapai County Contract # 111201

AEP Loose Equipment Quute # QTE0021050

AMENDMENT #1 TO VEHICLE EQUIPMENT AND LIGHTING AGREEMENT

(Contract #111201)

RECITALS

THIS AMENDMENT is made and entered into this March 17, 2014, by and between Yavapai County, a political subdivision of the State of Arizona hereinafter the "COUNTY" and American Emergency Products, hereinafter the 'VENDOR."

RECITALS

WHEREAS, On February 5, 2012, the COUNTY issued a Call for Bids inviting qualified vendors to submit bids for purchase and/or installation of vehicle equipment and lighting; and

WHEREAS, Upon evaluation of the bids as submitted, the COUNTY, upon a determination that VENDOR's bid conformed to the requirements as set forth in the Call for Bids and is the most advantageous to the COUNTY concerning price, conformity to the specifications and other pertinent factors has authorized a bid award to VENDOR; and

WHEREAS, pursuant to said award, the Parties entered into an Agreement #11120, the "Equipment Agreement") with an effective date of March 21, 2012; and

WHEREAS, The Equipment Agreement as approved by the Parties identified, and incorporated the terms and conditions of, the following Contract Documents: (1) The Equipment Agreement; (2) The Specifications and related Documents issued by the County on February 5, 2012 and Vendor's responses thereto including, but not limited to; (a) the "Call for Bids", (b) the "General Conditions", (c) the "Special Terms and Conditions", (d) the " Vendor's Proposal Response Form" and responses as submitted, (e) the "Scope of Work", (f) the "Vendor's Proposal Questionnaire" and responses as submitted, (g) the "Technical Specifications Compliance Confirmation Form" and responses as submitted and (h) the "Technical Specifications Pricing Form" and responses as submitted; and

WHEREAS, Paragraph III of the Special Terms and Conditions provides that ". . . Yavapai County at its option may renew [the Equipment Agreement] for supplemental terms of up to a maximum of four (4) additional years; and

WHEREAS, the COUNTY, has determined that it is in its best interest to extend the Equipment Agreement subject to the terms and conditions set forth herein.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. A new sentence is added to Section III of the Special Terms and Conditions to provide as follows:

   Pursuant to Section IV of the Special Terms and Conditions, the initial renewal period for this Agreement shall commence on March 22, 2014 and shall terminate on June 30, 2016. Additional renewals, if any, pursuant to shall be subject to the provisions of Section IV.

2. Section V(A) of the Special Terms and Conditions is deleted in its entirety and replaced by a new Section V(A) to provide as follows:

A. PRICE ADJUSTMENTS: After the Contract has been in effect for six (6) months, the VENDOR may submit requests for price adjustments for review by the COUNTY's Fleet Management staff. A request for a price increase shall be based upon a cost increase that was clearly unforeseen at the time of submission of the Proposal which directly affects the price of the item concerned and shall include manufacturer price sheets or other written documentation highlighted to indicate the price increase as requested. The COUNTY's Fleet Management staff will determine whether the interests of the COUNTY will be best served by acceptance of the requested price increase or by utilization of an alternate purchase option. Proposals for temporary or permanent price decreases shall include manufacturer price sheets or other written documentation highlighted to indicate the price decrease as proposed. In the alternative, and if approved by the COUNTY, proposals for price decreases may be verified by inspection by COUNTY staff of pertinent records and documents in the custody of the VENDOR

3. A new Section XIII is added to the Special Terms and Conditions to provide as follows:

XIII. COOPERATIVE USE OF THE CONTRACT: The COUNTY has entered into various cooperative purchasing agreements with other Arizona government agencies, including the Strategic Alliance for Volume Expenditures (SAVE) cooperative. This CONTRACT may be extended for use by other municipalities, school districts and government agencies in the state of Arizona. Any such usage by other entities must be in accordance with the statutes, codes, ordinances, charter and/or procurement rules and regulations of the respective government agency. Orders placed or services received by the other agencies and payment thereof will be the sole responsibility of that agency. The COUNTY shall not be responsible for the Contract or any disputes arising out of the transactions made by that agency.

4. A new Section XIV is added to the Special Terms and Conditions to provide as follows:

The VENDOR shall pay the COUNTY the sum $100 per vehicle per calendar day for each and every calendar day of unexcused delay in completing the work or any portion of the work as described herein. Any sums due and payable hereunder by the VENDOR shall be payable, not as a penalty, but as liquidated damages representing an estimate of delay damages likely to be sustained by the COUNTY estimated at or before the time of award of bid. When the COUNTY reasonably believes that completion of the Work or any portion thereof shall be inexcusably delayed, the COUNTY shall be entitled, but not required, to withhold from any amounts otherwise due the VENDOR an amount then believed by the COUNTY to be adequate to recover liquidated damages applicable to such delays. If and when the VENDOR overcomes the anticipated delay in completing the Work, or any portion thereof, for which the COUNTY has withheld payment, the COUNTY shall promptly release to the VENDOR those funds withheld, but no longer applicable, as liquidated damages.

5. With the exception of the provisions as set forth in this Amendment #1, all terms and conditions of the Contract Documents shall remain as originally drafted and approved by the Parties.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed and effective as of the date first above written.

COUNTY: Yavapai County

By: _____
Rowle Simmons, Chairman,
Board of Supervisors

Dated: 4/10/14

ATTEST:

_____
Ana Wayman-Trujillo, Clerk of the Board

Dated: 4/10/14

VENDOR: American Emergency Products

By: _____

Az Regional Sales Consultant
Title

Dated: 4-3-14

Exhibit A

2016 Yavapai County Contract Prices: 2016 Price List

ITEM #	Manufacturer	Contract Discount %	Part Number	Item Description	2012 Contract YC Price	2014 MSRP	2014 MSRP Cost - Discount (AEP could charge)	2014 Contract / Quoted Price	2016 MSRP	2016 MSRP Cost - Discount (AEP could charge)	2016 Contract / Quoted Price
1	CODE 3	45%	2747A2CC	2700 LED LIGHT BAR (Mounting kit included in price for lightbar)	$ 1,299.99	$ 3,966.31	$ 2,181.47	$ 1,439.99	$ 2,741.76	$ 1,507.96	$ 1,399.99
2	CODE 3	45%	ADJBKT0008-B	ADJUSTABLE 2700 LIGHT BAR MOUNTING KIT	$ -	$ 56.00	$ 30.80	$ 30.80	$ 49.00	$ 26.95	$ 26.95
3	CODE 3	45%	LIT3KIT-TT	LIGHTED / 2700 LIGHT BAR MOUNTING KIT (Old Part # LIT3KIT-TH07-XX)	$ -	$ -	$ -	$ -	$ 682.93	$ 375.61	$ 375.61
4	CODE 3	45%	HB915R	LED INSERT / RED	$ -	$ 143.85	$ 79.12	$ 79.12	$ 143.85	$ 79.11	$ 79.11
5	CODE 3	45%	HB915B	LED INSERT / BLUE	$ -	$ 203.08	$ 111.69	$ 111.69	$ 180.74	$ 99.41	$ 99.41
6	CODE 3	45%	3892L6-LA	MASTERCOM SIREN with LIGHT CONTROLS	$ 309.99	$ 800.81	$ 440.45	$ 403.54	$ 704.75	$ 387.61	$ 349.99
7	CODE 3	45%	3450	BANSHEE DUAL TONE SIREN AMPLIFER	N / A	N / A	N / A	N / A	$ 415.43	$ 228.49	$ 228.49
8	CODE 3	45%	C3100TH15	100 WATT SIREN SPEAKER with 2015+ CHEVY TAHOE MOUNTING BRACKET	$ 124.99	$ 309.02	$ 169.96	$ 169.96	$ 288.92	$ 158.91	$ 158.91
9	CODE 3	45%	S17290M	SIREN SPEAKER BRACKET FOR 2015+ CHEVY TAHOE	$ -	$ 109.14	$ 60.03	$ 60.03	$ 101.03	$ 55.57	$ 55.57
10	SOUND OFF	50%	ENFLBS1254	nForce LED LIGHT BAR (Mounting kit included in price for lightbar)	N / A	N / A	N / A	N / A	$ 3,988.65	$ 1,994.33	$ 1,749.99
11	SOUND OFF	50%	ETSA481CSR	nForce SIREN with LIGHT CONTROLS	N / A	N / A	N / A	N / A	$ 634.00	$ 317.00	$ 317.00
12	SOUND OFF	50%	ETSA461HPP	nForce REMOTE SIREN WITH LIGHT CONTROLS (Old Part # ETSA385HR)	$ -	$ 678.00	$ 339.00	$ 339.00	$ 633.00	$ 316.50	$ 316.50
13	SOUND OFF	50%	ETSS100D	100 WATT SIREN SPEAKER / UNIVERSAL	$ -	$ 254.00	$ 127.00	$ 127.00	$ 290.00	$ 145.00	$ 145.00
14	SOUND OFF	50%	ENFTC-YCSO	8 LAMP nForce LED LIGHT STICK / RED-BLUE / with TRAFFIC CONTROLLER	N / A	N / A	N / A	N / A	$ 1,236.00	$ 618.00	$ 618.00
15	SOUND OFF	50%	ENT2B3R	INTERSECTOR LED LIGHT RED	$ -	$ 247.00	$ 123.50	$ 123.50	$ 247.00	$ 123.50	$ 123.50
16	SOUND OFF	50%	ENT2B3B	INTERSECTOR LED LIGHT BLUE	$ -	$ 247.00	$ 123.50	$ 123.50	$ 247.00	$ 123.00	$ 123.00
17	SOUND OFF	50%	EL3SNR	3 UP ULTRA MINI LED RED	$ -	$ 84.00	$ 42.00	$ 42.00	$ 90.00	$ 45.00	$ 45.00
18	SOUND OFF	50%	EL3SNB	3 UP ULTRA MINI LED BLUE	$ -	$ 84.00	$ 42.00	$ 42.00	$ 90.00	$ 45.00	$ 45.00
19	SOUND OFF	50%	EL3SNBRK2LPH	HORIZONTAL LICENSE PLATE BRACKET	$ -	$ 18.00	$ 9.00	$ 9.00	$ 18.00	$ 9.00	$ 9.00
20	SOUND OFF	50%	ELUC25010(X)	SCREW IN LED INSERTS (RED, WHITE, OR BLUE)	$ -	$ 124.00	$ 62.00	$ 62.00	$ 128.00	$ 64.00	$ 64.00
21	SOUND OFF	50%	PLUCPGR1	LED UNDERCOVER PUSH IN GROMET	$ -	$ 5.00	$ 2.50	$ 2.50	$ 5.00	$ 2.50	$ 2.50
22	SOUND OFF	50%	ECVDMLTAL00	DOMELIGHT - UNIVERAL	$ -	$ 81.00	$ 40.50	$ 40.50	$ 81.00	$ 40.50	$ 40.50
23	SOUND OFF	50%	ENFWBFS(XXXX)	INTERIOR WINDSHIELD LIGHT BAR (Single Color/ 9 LEDs)	$ -	$ 1,374.00	$ 687.00	$ 687.00	$ 1,415.00	$ 707.50	$ 707.50
24	SOUND OFF	50%	ENFDWP3JJ	DUAL WINDSHIELD LIGHT - RED / BLUE	$ -	$ 413.00	$ 206.50	$ 206.50	$ 413.00	$ 206.50	$ 206.50
25	SOUND OFF	50%	EGHST1J	GHOST LIGHT - GRILLE MOUNTED - RED / BLUE	$ -	$ 163.00	$ 81.50	$ 81.50	$ 163.00	$ 81.50	$ 81.50
26	SOUND OFF	50%	PGHSTDGSB-TH	GHOST LIGHT - GRILLE BRACKET	$ -	$ 100.00	$ 50.00	$ 50.00	$ 100.00	$ 50.00	$ 50.00
27	SOUND OFF	50%	ETHTAH0-07+	TAHOE HEADLIGHT - TAILIGHT FLASHER	$ 49.99	$ 106.00	$ 53.00	$ 51.11	$ 106.00	$ 53.00	$ 51.99
28	SOUND OFF	50%	ETHFSS-SP	HEADLIGHT FLASHER	$ -	$ 67.00	$ 33.50	$ 33.50	$ 67.00	$ 33.50	$ 33.50
29	SOUND OFF	50%	ETFBSSN-P	TAILIGHT FLASHER	$ -	$ 74.00	$ 37.00	$ 37.00	$ 74.00	$ 37.00	$ 37.00
30	WHELEN	30%	XI2J	DUO LINEAR ION RED/BLUE	$ -	$ 214.00	$ 149.80	$ 10.00	$ 214.00	$ 149.80	$ 149.80
31	WHELEN	30%	IONK1B	ION SWIVEL MOUNTING BRACKET	$ -	$ 5.00	$ 3.50	$ 2.50	$ 32.50	$ 22.75	$ 22.75
32	ABLE 2	40%	11.8236.RAB	36 INCH LED LIGHT STICK / RED-AMBER-BLUE	$ 229.99	$ 386.88	$ 232.13	$ 232.13	$ 410.48	$ 246.28	$ 239.99
33	ABLE 2	40%	11.1005SF	LED LIGHT STICK FLASHER	$ -	$ 37.08	$ 22.25	$ -	$ 39.34	$ 23.60	$ 19.99
34	TROY	25%	CC-F-TMC-715	2015 + TAHOE 18 INCH CENTER CONSOLE (Includes AC-TH15-MNT Mounting Kit)	$ -	$ 505.00	$ 378.75	$ 378.75	$ 520.00	$ 390.00	$ 390.00
35	TROY	25%	AC-TH15-MNT	CONSOLE FLOORPLATE KIT FOR 15+ CHEV TAHOE (Old Part # AC-SILV-MNT)	$ -	$ -	$ -	$ -	$ 155.00	$ 116.25	$ 116.25
36	TROY	25%	CC-F-TMC-718	2015 + TAHOE 25 INCH CENTER CONSOLE (Includes AC-TH15-MNT Mounting Kit)	$ -	$ 525.00	$ 393.75	$ 393.75	$ 535.00	$ 401.25	$ 401.25
37	TROY	25%	CC-MC-14	14 INCH SLOPED "L" CONSOLE	$ -	$ 350.00	$ 262.50	$ 236.25	$ 415.00	$ 311.25	$ 311.25
38	TROY	25%	CC-MODCON-9	MODCON 9° SLOPED CONSOLE	$ -	$ 350.00	$ 262.50	$ 236.25	$ 350.00	$ 262.50	$ 262.50
39	TROY	25%	FP-C33892	4" FACE PLATE FOR MASTERCOM (included in price for Console)	$ -	$ -	$ -	$ -	$ 40.00	$ 30.00	$ 30.00
40	TROY	25%	FP-KENTK7360	2" FACE PLATE FOR KENWOOD RADIO (included in price for Console)	$ -	$ -	$ -	$ -	$ 40.00	$ 30.00	$ 30.00
41	TROY	25%	FP-AP12-3	2" FACE PLATE W/3 DC OUTLET HOLES (included in price for Console)	$ -	$ 20.00	$ 15.00	$ -	$ 20.00	$ 15.00	$ 15.00
42	TROY	25%	FP-BLNK2SW	2" FACE PLATE W/3 SWITCH CUT OUT (included in price for Console)	$ -	$ 15.00	$ 11.25	$ -	$ 25.00	$ 18.75	$ 18.75
43	TROY	25%	FP-ACEK9	4" FACE PLATE FOR ACE K9 CONTROL HEAD (included in price for Console)					$ 40.00	$ 30.00	$ 30.00
44	TROY	25%	FP-TH15-USB-DC	2" FACE PLATE TO RELOCATE GM USB PORT					$ 40.00	$ 30.00	$ 30.00
45	TROY	25%	FP-BLNK1	1" FACE PLATE BLANK (included in price for Console)	$ -	$ -	$ -	$ -	$ 10.00	$ 7.50	$ 7.50
46	TROY	25%	FP-BLNK2	2" FACE PLATE BLANK (included in price for Console)	$ -	$ -	$ -	$ -	$ 10.00	$ 7.50	$ 7.50
47	TROY	25%	FP-BLNK3	3" FACE PLATE BLANK (included in price for Console)	$ -	$ -	$ -	$ -	$ 15.00	$ 11.25	$ 11.25
48	TROY	25%	FP-BLNK4	4" FACE PLATE BLANK (included in price for Console)	$ -	$ -	$ -	$ -	$ 15.00	$ 11.25	$ 11.25
49	TROY	25%	L3-AP1SET	DC OUTLET PLUG W/BLACK CAPTURED CAP	$ -	$ 10.00	$ 7.50	$ 7.50	$ 12.00	$ 9.00	$ 9.00
50	TROY	25%	AC-MCM1	MIC CLIP AND MOUNTING PLATE	$ 5.99	$ 15.00	$ 11.25	$ 6.47	$ 15.00	$ 11.25	$ 11.25
51	TROY	25%	AC-INBHG	DUAL BEVERAGE HOLDER	$ 32.99	$ 50.00	$ 37.50	$ 37.50	$ 50.00	$ 37.50	$ 37.50
52	TROY	25%	FP-SGTRAY	SUN GLASS HOLDER	$ -	$ 40.00	$ 30.00	$ 30.00	$ 40.00	$ 30.00	$ 30.00
53	TROY	25%	FP-BOX	5" Open top box	$ -	$ 50.00	$ 37.50	$ 37.50	$ 60.00	$ 45.00	$ 45.00
54	TROY	25%	AC-SIDEARM-6	ARM REST	$ -	$ 90.00	$ 67.50	$ 67.50	$ 90.00	$ 67.50	$ 67.50
55	GAMBER JOHNSON	25%	7160-0510	MDC BASE PLATE / 2015+ TAHOE	$ 54.50	$ 165.00	$ 123.75	$ 123.75	$ 169.00	$ 126.75	$ 126.75
56	GAMBER JOHNSON	25%	7160-0554	MDC BASE PLATE F150 (Old Part # DS-124)		$ 120.00	$ 90.00	$ 90.00	$ 151.00	$ 113.25	$ 113.25
57	GAMBER JOHNSON	25%	7170-0214	KIT, CHEVROLET 2014+ PEDESTAL		$ 678.00	$ 508.50	$ 431.25	$ 695.00	$ 521.25	$ 521.25
58	GAMBER JOHNSON	25%	DS-LOWER-9	MDC LOWER POLE ASSEMBLY 9"	$ 24.50	$ 54.00	$ 40.50	$ 25.75	$ 56.00	$ 42.00	$ 29.99
59	GAMBER JOHNSON	25%	7160-0178	MDC CENTER MOUNT UPPER POLE	$ 49.99	$ 79.00	$ 59.25	$ 41.71	$ 81.00	$ 60.75	$ 44.99
60	GAMBER JOHNSON	25%	7160-0220	MDC MOTION ASSEMBLY	$ 39.99	$ 310.00	$ 232.50	$ 232.50	$ 317.00	$ 237.75	$ 237.75
61	GAMBER JOHNSON	25%	7160-0230	SUPPORT BRACE	$ 31.99	$ 70.00	$ 52.50	$ 33.23	$ 72.00	$ 54.00	$ 34.99
62	GAMBER JOHNSON	25%	7160-0318-01	MDC DOCKING STATION	$ 569.99	$ 822.00	$ 616.50	$ 568.26	$ 1,235.00	$ 926.25	$ 624.99
63	LIND	0%	PA1580-1921	DC POWER SUPPLY	$ 119.99	$ 129.95	$ 129.95	$ 127.03	$ 129.95	$ 129.95	$ 129.95
64	SIERRA	0%	359927	MDC AIR CARD ADAPTER CABLE	$ -	$ 9.99	$ 9.99	$ 9.99	$ 14.99	$ 14.99	$ 9.99

2016 Yavapai County Contract Prices: 2016 Price List

ITEM #	Manufacturer	Contract Discount %	Part Number	Item Description	2012 Contract YC Price	2014 MSRP	2014 MSRP Cost - Discount (AEP could charge)	2014 Contract / Quoted Price	2016 MSRP	2016 MSRP Cost - Discount (AEP could charge)	2016 Contract / Quoted Price
65	WILSON	0%	47011 / 2B1401	3G CELL PHONE BOOSTER	N/A	N/A	N/A	N/A	$ 399.99	$ 399.99	$ 399.99
66	WILSON	0%	311104	NMO CELL PHONE BOOSTER ANTENNA 12 INCH (Old Part Number 301104)	$ 21.50	$ 16.95	$ 16.95	$ 11.91	$ 19.99	$ 19.99	$ 14.99
67	WILSON	0%	901150	CELL PHONE BOOSTER ANTENNA COAX CABLE (Old Part Number 901102)	$ 8.99	$ 19.95	$ 19.95	$ 19.95	$ 14.99	$ 14.99	$ 14.99
68	WILSON	0%	951147	10' EXTENSION CABLE	$ -	$ 19.95	$ 19.95	$ 14.99	$ 22.99	$ 22.99	$ 14.99
69	WILSON	0%	951130	FME TO FME 6' (Old Part Number 951116)	$ -	$ 15.97	$ 15.97	$ 14.99	$ 7.99	$ 7.99	$ 7.99
70	LARSEN	0%	NMOKHFUDFEME*25	25 FOOT RADIO ANTENNA COAX CABLE	$ 13.50	$ 21.60	$ 21.60	$ 18.79	$ 28.58	$ 28.58	$ 19.99
71	LARSEN	0%	NMOCAPB	ANTENNA RAIN CAP	$ 3.50	$ 6.51	$ 6.51	$ 4.46	$ 6.51	$ 6.51	$ 4.99
72	KENWOOD	0%	TK-7360HVK	MOBILE VHF RADIO	$ 415.00	$ 467.00	$ 467.00	$ 425.00	$ 497.00	$ 497.00	$ 450.00
73	KENWOOD	0%	KES-5	50 WATT RADIO SPEAKER	$ 79.99	$ 79.99	$ 79.99	$ 79.99	$ 63.25	$ 63.25	$ 59.99
74	KENWOOD	0%	KCT-60M	DB15 to 15 MOLEX ADAPTOR CABLE FOR KES-5 SPEAKER	N/A	N/A	N/A	N/A	$ 29.00	$ 29.00	$ 29.00
75	LAIRD ANTENNAS	0%	QWB152	RADIO ANTENNA 152-162MHZ 1/4 WAVE	$ 5.50	$ 14.95	$ 14.95	$ 8.86	$ 14.22	$ 14.22	$ 9.99
76	TESSCO	0%	RFU-532 / 59517	ANGLED COAX ADAPTER	N/A	N/A	N/A	N/A	$ 6.70	$ 6.70	$ 6.70
77	TESCO	0%	RFU-505-ST / 23207	MALE CRIMP ON COAX CONNECTOR	N/A	N/A	N/A	N/A	$ 2.42	$ 2.42	$ 2.42
78	SENTINA	20%	PK1160TAH15	#8XL XL SECURITY PARTITION / 2015+ Tahoe	$ -	$ 849.00	$ 679.20	$ 679.20	$ 749.00	$ 599.20	$ 599.20
79	SENTINA	20%	DK0100TAH15	DOOR SKINS - 2015 +THAHOE - REAR DOORS	$ -	$ 235.00	$ 188.00	$ 188.00	$ 235.00	$ 188.00	$ 188.00
80	SENTINA	20%	WK0514TAH15	WINDOW BARS - 2015+ TAHOE - VERTICAL	N/A	N/A	N/A	N/A	$ 209.00	$ 167.20	$ 167.20
81	LAGUNA	10%	CT5503	REAR MOLDED SEAT & REAR PARTITION / 2015+ TAHOE	$ 795.00	$ 1,055.00	$ 949.50	$ 949.50	$ 1,055.00	$ 949.50	$ 949.50
82	DECATUR	10%	G2M-KADB	Genesis II - SELECT DUAL BAND RADAR W/DISPLAY STAND	$ -	$ 2,195.00	$ 1,975.50	$ 1,974.99	$ 2,195.00	$ 1,975.50	$ 1,975.50
83	DECATUR	10%	S791-79C-0	Genesis II - VIP MIRROR ASSEMBLY W/CAN INTERFACE	$ -	$ 150.00	$ 135.00	$ 135.00	$ 150.00	$ 135.00	$ 135.00
84	B & B	15%	7010-3030	DUAL GUN RACK	$ 199.99	$ 425.00	$ 361.25	$ 236.57	$ 425.00	$ 361.25	$ 249.99
85	B & B	15%	7010-3012-C	FREESTANDING DUAL GUN RACK	$ -	$ 450.00	$ 382.50	$ 382.50	$ 450.00	$ 382.50	$ 382.50
86	B & B	15%	7010-3001	WEAPON ARMOUR SINGLE GUN RACK - ROOF MOUNT (K-9 TAHOE)	$ -	$ 350.00	$ 297.50	$ 297.50	$ 375.00	$ 318.75	$ 318.75
87	B & B	15%	7010-B-6001-15	BASE PLATE FOR FREE STANDING GUN RACK	$ -	$ 285.00	$ 242.25	$ 242.25	$ 285.00	$ 242.25	$ 242.25
88	B & B	15%	225-2092	K-9 2 DRAWER DRUG STORAGE BOX	$ 1,270.75	$ 2,085.00	$ 1,772.25	$ 1,270.75	$ 2,315.00	$ 1,967.75	$ 1,449.99
89	STREAMLIGHT	0%	25102	SL20XP FLASHLIGHT / LED W/DC CHARGER BLACK	$ 74.99	$ 151.89	$ 151.89	$ 80.04	$ 164.49	$ 164.49	$ 99.99
90	STREAMLIGHT	0%	75812	STINGER FLASHLIGHT / LED W/DC CHARGER BLACK				$ 100.25	$ 185.64	$ 185.64	$ 109.99
91	PATROL POWER	0%	01-0215S	2015+ CHEVY TAHOE WIRING HARNESS & FUSE PANEL	$ 475.00	$ 775.00	$ 775.00	$ 499.99	$ 775.00	$ 775.00	$ 499.99
92	PATROL POWER	0%	04-0208	MINI UNIVERSAL PANEL W/RELAY & POWER TAMER	$ -	$ 475.00	$ 475.00	$ 329.38	$ 475.00	$ 475.00	$ 329.99
93	B & B	15%	015-2027	MINI UNIVERSAL PATROL POWER MOUNTING PLATE	$ -	$ 29.00	$ 24.65	$ 9.99	$ 7.35	$ 6.25	$ 6.25
94	AOI ELECTRICAL	30%	AOI0001	PASSENGER SIDE AIR BAG SWITCH TAHOE (Old Part # US2GMADPP)	$ 184.99	$ 275.00	$ 192.50	$ 192.50	$ 283.00	$ 198.10	$ 198.10
95	AOI ELECTRICAL	30%	RASL	REMOTE AIR BAG STATUS LIGHT	$ 50.00	$ 34.00	$ 23.80	$ 23.80	$ 35.00	$ 24.50	$ 24.50
96	AOI ELECTRICAL	30%	AOI0003	SIDE CURTAIN AIR BAG SWITCH (Old Part # US2GMADPSC)	$ 219.99	$ 325.00	$ 227.50	$ 227.50	$ 335.00	$ 234.50	$ 234.50
97	PRO-GARD	30%	GVM5715D-H	TRI-LOCK FREE STANDING WEAPON LOCK / 2015+ TAHOE					$ 514.00	$ 359.88	$ 359.99
98	FEDERAL SIGNAL	25%	INTGS1S-CAL4	Integrity 51 INCH LED LIGHT BAR (Mounting kit included in price for lightbar)	N/A	N/A	N/A	N/A	$ 3,600.00	$ 2,700.00	$ 1,699.99
99	FEDERAL SIGNAL	25%	SSP3000B	PLATINUM 3000 SMART SIREN with LIGHT CONTROLS	N/A	N/A	N/A	N/A	$ 1,699.00	$ 1,274.25	$ 799.99
100	FEDERAL SIGNAL	25%	ES100C	100 WATT SIREN SPEAKER with 2015+ CHEVY TAHOE MOUNTING BRACKET	N/A	N/A	N/A	N/A	$ 299.00	$ 224.25	$ 159.99
101	FEDERAL SIGNAL	25%	SL8F-RB	8 LAMP LATITUDE LED LIGHT STICK / RED-BLUE	N/A	N/A	N/A	N/A	$ 520.00	$ 390.00	$ 299.99
102	FEDERAL SIGNAL	25%	Z8615012A	REMOTE SIREN AMPLIFIER BRACKET	$ -	$ 28.00	$ 21.00	$ 21.00	$ 29.00	$ 21.75	$ 21.75
103	FEDERAL SIGNAL	25%	UPMK-3	PARK SIREN DEACTIVATION SWITCH	$ 38.06	$ 59.50	$ 44.63	$ 44.62	$ 62.00	$ 46.50	$ 46.50
104	AMERICAN ALUMINUM	20%	IKR-Tahoe	K-9 CAGE INSERT 1/3 & 2/3 REVERSE EXIT ON PASSENGER SIDE	$ 1,749.99	$ 2,869.00	$ 2,295.20	$ 1,893.99	$ 3,265.00	$ 2,612.00	$ 1,999.99
105	AMERICAN ALUMINUM	20%	Rubber-LINER-003	K-9 CAGE INSERT RUBBER MAT	$ 109.99	$ 177.00	$ 141.60	$ 117.99	$ 216.00	$ 172.80	$ 124.99
106	AMERICAN ALUMINUM	20%	Water Dish	K-9 WATER DISH	$ 74.99	$ 116.00	$ 92.80	$ 78.99	$ 140.00	$ 112.00	$ 89.99
107	RADIOTRONICS	5%	HP-5010-B	ACE K9: HOT-N-POP / K-9 HEAT ALARM	$ 624.99	$ 1,049.00	$ 996.55	$ 996.55	$ 1,049.00	$ 996.55	$ 996.55
108	RADIOTRONICS	5%	H-NKLB-K	NO K-9 LEFT BEHIND KIT	$ -	$ 99.00	$ 94.05	$ 94.05	$ 99.00	$ 94.05	$ 94.05
109	RADIOTRONICS	5%	HA-FKT-12	K-9 HEAT ALARM 12' FAN W/MODULE & SWITCH	$ 5.50	$ 225.00	$ 213.75	$ 213.75	$ 225.00	$ 213.75	$ 213.75
110	RADIOTRONICS	5%	HP-RBM-F1	LONG RANGE PAGER & ANTENNA KIT	$ 13.50	$ 225.00	$ 213.75	$ 213.75	$ 294.95	$ 280.20	$ 280.20
111	AEP	0%	AFB400	AUXILLARY FUSE BLOCK	$ -	$ 15.00	$ 15.00	$ 10.73	$ 20.00	$ 20.00	$ 14.99
112	AEP	0%	73312DL	SWITCH ON-OFF ILLUMINATED ROCKER RED	$ -	$ 9.99	$ 9.99	$ 9.99	$ 9.99	$ 9.99	$ 9.99
113	AEP	0%	73314	SWITCH ON-OFF ILLUMINATED ROCKER AMBER	$ -	$ 9.99	$ 9.99	$ 9.99	$ 9.99	$ 9.99	$ 9.99
114	AEP	0%		SHOP SUPPLIES	$ 50.00	$ 75.00	$ 75.00	$ 75.00	$ 75.00	$ 75.00	$ 75.00
115	AEP	0%		SHOP SUPPLIES - K9 BUILD	$ 50.00	$ 100.00	$ 100.00	$ 100.00	$ 100.00	$ 100.00	$ 100.00
116	AEP	0%		UPFIT LABOR RATE	$57.50 / 27	$ -	$ -	$57.50 / 27	$60.00 / 27	$60.00 / 27	$60.00 / 27
117	AEP	0%		UPFIT LABOR RATE + 10 HOURS - K9 BUILD	$57.50 / 10	$ -	$ -	$57.50 / 10	$60.00 / 10	$60.00 / 10	$60.00 / 10
118	AEP	0%		UPFIT LABOR RATE - VIDEO CAMERA INSTALL	$57.50 / 10	$ -	$ -	$57.50 / 10	$60.00 / 10	$60.00 / 10	$60.00 / 10
119	AEP	0%		UPFIT LABOR RATE - RADAR INSTALL	$57.50 / 3.5	$ -	$ -	$57.50 / 3.5	$60.00 / 3.5	$60.00 / 3.5	$60.00 / 3.5
120	AEP	0%		UPFIT LABOR RATE - ANTITHEFT SYSTEM INSTALL	$57.50 / 1.0	$ -	$ -	$57.50 / 1.0	$60.00 / 1.0	$60.00 / 1.0	$60.00 / 1.0
121	AEP	0%		UPFIT LABOR RATE - DOME LIGHT INSTALL	$57.50 / 1.0	$ -	$ -	$57.50 / 1.0	$60.00 / 1.0	$60.00 / 1.0	$60.00 / 1.0
122	AEP	0%		UPFIT LABOR RATE - REWIRE 3rd BREAK LIGHT	N/A	N/A	N/A	N/A	$60.00 / 2.0	$60.00 / 2.0	$60.00 / 2.0
123	USB 4.2A	0%	USBR12V	FLUSH MOUNT 2 PORT USB CHARGER	$ -	$ 14.99	$ 14.99	$ 14.99	$ 14.99	$ 14.99	$ 14.99
124	TREMCO	10%	TREMCO-TAHOE	ANTI-THEFT DEVICE FOR TAHOE	$ -	$ 130.00	$ 117.00	$ 117.00	$ 125.00	$ 112.50	$ 112.50
125	WATCHGUARD	0%	WATCHGUARD	VIDEO CAMERA MOUNTING KIT	$ -	$ 175.00	$ 175.00	$ 175.00	$ 175.00	$ 175.00	$ 175.00

AMENDMENT #2
VEHICLE EQUIPMENT AND LIGHTING AGREEMENT DATED MARCH 21, 2012

(Contract #111201)

RECITALS

THIS AMENDMENT is made and entered into this July 1, 2016, by and between Yavapai County, a political subdivision of the State of Arizona, hereinafter the "COUNTY" and American Emergency Products, hereinafter the 'VENDOR."

RECITALS

WHEREAS, on February 5, 2012, the COUNTY issued a Call for Bids inviting qualified vendors to submit bids for purchase and/or installation of vehicle equipment and lighting; and

WHEREAS, upon evaluation of the bids as were submitted, the COUNTY, upon a determination that VENDOR'S bid conformed to the requirements as set forth in the Call for Bids and is the most advantageous to the COUNTY concerning price, conformity to the specifications and other pertinent factors has authorized a bid award to VENDOR; and

WHEREAS, pursuant to said award, the Parties entered into an Agreement #111201 (the "Equipment Agreement") with an effective date of March 21, 2012; and

WHEREAS, the Equipment Agreement as approved by the Parties identified, and incorporated the terms and conditions of, the following Contract Documents: (1) the Equipment Agreement; and (2) the Specifications and related Documents issued by the County on February 5, 2012, and Vendor's responses thereto including, but not limited to: (a) the "Call for Bids", (b) the "General Conditions", (c) the "Special Terms and Conditions", (d) the "Vendor's Proposal Response Form" and responses as submitted, (e) the "Scope of Work", (f) the "Vendor's Proposal Questionnaire" and responses as submitted, (g) the "Technical Specifications Compliance Confirmation Form" and responses as submitted; and (h) the "Technical Specifications Pricing Form" and responses as submitted; and

WHEREAS, the Equipment Agreement was amended and extended pursuant to Section III of the Special Terms and Conditions and the March 17, 2014 Amendment #1 (the "Amendment #1") which, amongst other terms and conditions, provided that the "... Yavapai County at its option may renew [the Equipment Agreement] for supplemental terms of up to a maximum of four (4) additional years" and that any single renewal "... increment shall not be for more than a period of two (2) years each, unless Yavapai County is eligible to obtain a significant cost and/or supply advantage by a longer Contract renewal period"; and

WHEREAS, the Amendment #1 renewed the Equipment Agreement for a period commencing March 22, 2014, and expiring June 30, 2016; and

WHEREAS, the COUNTY, has determined that it is in its best interest to extend the Equipment Agreement for another two (2) year period subject to the terms and conditions set forth in the Equipment Agreement and the Amendment #1; and

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. Pursuant to the terms and conditions of the Equipment Agreement and Amendment #1, the Equipment Agreement is extended for a two (2) year period commencing on July 1, 2016, and terminating on June 30, 2018; and

2. Attached as Exhibit "A" is the agreed upon Price List 2016 Contract which identifies and prices each of the items related to the system function as specified in the above described Contract Documents; and

3. All terms and conditions set forth in the Amendment #1 and the Equipment Agreement, with all documents and attachments referenced therein, shall remain as originally drafted and approved by the Parties.

IN WITNESS WHEREOF, the Parties have caused this instrument to be executed and effective as of the date first above written.

COUNTY: Yavapai County

By: _____
Chairman, Board of Supervisors
Yavapai County

DATED: 6.21.16

VENDOR: American Emergency Products

By: _____

Title: Sales Rep

DATED: 6-17-16

ATTEST:

By: _____
Kim Kapin, Clerk of the Board, Yavapai County

DATED: 6/21/16

PURCHASE AGREEMENT

Contract #111201

This Agreement with an effective date of **March 21, 2012** is entered into by and between Yavapai County, a political subdivision of the State of Arizona (hereinafter the "COUNTY) and **American Emergency Products** a corporation (hereinafter the "VENDOR")

RECITALS

WHEREAS, On **February 5, 2012**, the COUNTY issued a Call for Bids (**Contract #111201**) inviting qualified vendors to submit bids for purchase and/or installation of vehicle equipment and lighting with bids to be submitted no later than **1:30** pm on **February 28, 2012**; and

WHEREAS, Upon evaluation of the bids as submitted, the COUNTY, upon a determination that VENDOR's bid conforms to the requirements as set forth in the Call for Bids and is the most advantageous to the COUNTY concerning price, conformity to the specifications and other pertinent factors has authorized a bid award to VENDOR and approved the execution of this Agreement:

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS

1. **Contract Documents.** The Contract Documents upon which the contract award is based shall consist of (1) This Agreement; (2) The Specifications and Contract Documents issued by the County on **February 5, 2012** preliminary to award of **Contract #111201** and Vendor's responses thereto including, but not limited to; (a) the "Call for Bids", (b) the "General Conditions", (c) the "Special Terms and Conditions", (d) the " Vendor's Proposal Response Form" and responses as submitted, (e) the "Scope of Work", (f) the "Vendor's Proposal Questionnaire" and responses as submitted, (g) the "Technical Specifications Compliance Confirmation Form" and responses as submitted and (h) the "Technical Specifications Pricing Form" and responses as submitted.

2. **Obligations of the Parties.** In consideration of payments by the COUNTY to the VENDOR and other obligations assumed by the COUNTY as set forth in this Agreement and the Contract Documents, the VENDOR shall perform all work and furnish all materials, tools, labor and other goods and services in accordance with the terms and conditions set forth in this Agreement and otherwise in the Contract Documents, said goods and services to be provided free from all claims, liens, charges or other restrictions or conditions as except as expressly provided herein.

3. **Time for Performance.** Goods shall be provided and work completed in accordance with the Schedule attached.

4. **Oversight by County; Rejection of Non-Conforming Goods or Services.** All work performed pursuant to this Agreement work shall be executed under the direction and supervision of Yavapai County Fleet Management or its authorized agents, upon whose inspection all work shall be accepted or rejected. The COUNTY may, in its sole discretion, reject or condemn all materials furnished or work performed pursuant to this Agreement based upon the COUNTY's determination that the work or materials do not conform to the terms and conditions set forth herein. No payment for goods or services provided pursuant to this Agreement until such time as the goods and services have been accepted by the County.

5. **Actions Upon Rejection.** In the event that the COUNTY exercises its right to reject work and or materials a Notice of Noncompliance shall be issued to the VENDOR specifying the basis upon which the work or materials was rejected. Within 5 days of receipt of said Notice VENDOR shall take such actions as necessary to bring the work and/or materials into compliance. VENDOR's failure to take the necessary corrective action within the time specified shall be deemed a breach of contract and constitute grounds for termination of the Agreement. Upon termination pursuant to this Section, the County's obligation to the VENDOR shall be limited to payment for goods or services provided to, and accepted by, the COUNTY prior to the date of termination.

6. **Conflict of Interest.** This Agreement is subject to cancellation pursuant to A.R.S. §38-511, the pertinent provisions of which are incorporated herein by reference.

7. **Governing Law.** Agreement shall be construed in accordance with the laws of the State of Arizona,

8. **Contractor Immigration Warranty.**

   A. Pursuant to A.R.S. § 41-4401, the VENDOR hereby warrants to the COUNTY that the VENDOR and each of its subcontractors (if any) will comply with, and are contractually obligated to comply with, all Federal Immigration laws and regulation that relate to their employees and A.R.S. § 23-214 (A) (hereinafter "Contractor Immigration Warranty").

   B. A Breach of the Contractor Immigration Warranty shall constitute a material breach of this contract and shall subject the VENDOR to penalties up to and including termination of this contract at the sole discretion of the COUNTY.

   C. The COUNTY retains the legal right to inspect the records of any contractor or subcontractor providing goods or services pursuant to this Agreement in order to ensure that the contractor or subcontractor is complying with the Contractor Immigration Warranty. The VENDOR agrees to provide such assistance as the COUNTY may request with respect to the conduct of any such inspections.

   D. The COUNTY may, at its sole discretion, conduct random verification of the employment records of the VENDOR and any subcontractors to ensure compliance with Contractor's Immigration Warranty. The VENDOR agrees to provide such assistance as the COUNTY may request with respect to the conduct of any such random verifications.

   E. Neither VENDOR nor any subcontractor shall be deemed to have materially breached the Contractor Immigration Warranty if the VENDOR or any subcontractor establishes that it has complied with the employment verification provision prescribed by §§ 274A and 274B of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. § 23-214, Subsection A.

   F. The foregoing provisions of subparagraphs A-E of this article shall be included in any contract between the VENDOR and any subcontractor providing services pursuant to this Agreement.

9. **Notices.** Notices to be sent pursuant to this Agreement shall be sent by certified mail, postage prepaid to the following addresses:

Vendor	**County**
_____	Yavapai County Board of Supervisors
_____	1015 Fair Street
_____	Prescott, Arizona 86305

10. **Entire Agreement.** This Agreement and the Contract Documents constitute the entire agreement between the Parties with respect to the subject matter thereof. No modifications to the terms and conditions of the Agreement shall be binding unless evidenced by a written amendment to this Agreement or a substitute agreement approved and executed by both Parties.

[Approvals on Following Page]

IN WITNESS WHEREOF, the parties have caused this instrument to be executed and effective as of the date first above written.

COUNTY:

YAVAPAI COUNTY

By: _____

Thomas Thurman, Chairman
Board of Supervisors

Dated: 4/16/12

VENDOR:

AMERICAN EMERGENCY EQUIPMENT

By: _____

Its: Arizona Regional Sales Consultant

Dated: 4-13-12

ATTEST:

_____
Julie Ayers, Clerk,
Board of Supervisors

Dated: 4/16/12

Quotation

Date	Page
Mar 21, 2018	1
Order Number	
QTE0021050	

Arizona Emergency Products

3433 E Wood St
Phoenix, AZ 85040
Phone: (602) 453-9111
Fax: (602) 453-3743

Sold To:

San Luis Police Department, City of
P O Box 7740
San Luis, AZ 85349

Ship To:

San Luis Police Department, City of
767 N First Ave
San Luis, AZ, 85349

Reference	PO Number	Customer No.	Salesperson	Order Date	Ship Via	Terms
2018 F-150 Loose Equipment		SAN10606	BPY	Mar 21, 2018		NET30

Year	Make	Model	Color	State Contract #
2018	Ford	F-150		Yavapai County Contract # 111201

Qty. Ord.	Item / Vendor Part Number	Description	Unit Price	Tax	Extended Price
		POC: Lt. Alvarez / 928-271-7256 / San Luis PD			
		*** Sound Off Lighting and Siren Package ***			
2.00	LEDS03685 / ENFWBFSF08	ENFORCE DUO WINDSHEILD LB R/B/W FOR 15+ F-150 Contract price of 50% off Sound Off MSRP of $1,632.00	816.0000	Y	1,632.00
2.00	FLAS00095 / ETHFSS-SP	100% SS multi pattern headlight flasher no Contract price of 50% off Sound Off MSRP of $67.00	33.5000	Y	67.00
4.00	LEDS03678 / ELUC3H010J	Universal Under Cover LED Insert, 5-Wire, Red/ Blue Contract price of 50% off Sound Off MSRP of $128.00	64.0000	Y	256.00
4.00	LEDS03388 / EMPS2STS4J	mPOwer Fascia LED, Stud Mount, 12-LED, Red/Blue Contract price of 50% off Sound Off MSRP of $186.00	93.0000	Y	372.00
4.00	LEDS03364 / PMP2BKDGAJ	90 deg Adjustable Mounting Bracket for mPower LED Contract price of 50% off Sound Off MSRP of $12.00	6.0000	Y	24.00
4.00	LEDS02939 / ENT2B3D	Intersector LED Under Mirror Warning Light, Red/White Contract price of 50% off Sound Off MSRP of $287.00	143.5000	Y	574.00
2.00	LEDS03573 / ET4CCL11JJB1	F-150 CHMSL Light / LED Lighting System / Red – Blue Contract price of 50% off Sound Off MSRP of $1,150.00	575.0000	Y	1,150.00
4.00	LEDS03674 / ELUC3H010B	Universal Under Cover LED Insert, 5-Wire, Blue	64.0000	Y	256.00

Quotation continued on next page ...

Quotation

Date	Page
Mar 21, 2018	2
Order Number	
QTE0021050	

Arizona Emergency Products

3433 E Wood St
Phoenix, AZ 85040
Phone: (602) 453-9111
Fax: (602) 453-3743

Sold To:

San Luis Police Department, City of
P O Box 7740
San Luis, AZ 85349

Ship To:

San Luis Police Department, City of
767 N First Ave
San Luis, AZ, 85349

Reference	PO Number	Customer No.	Salesperson	Order Date	Ship Via	Terms
2018 F-150 Loose Equipment		SAN10606	BPY	Mar 21, 2018		NET30

Year	Make	Model	Color	State Contract #
2018	Ford	F-150		Yavapai County Contract # 111201

Qty. Ord.	Item / Vendor Part Number		Description	Unit Price	Tax	Extended Price
			Contract price of 50% off Sound Off MSRP of $128.00			
2.00	FLAS00022	/ ETFBSSN-P	Sound Off backflash module. Ford Contract price of 50% off Sound Off MSRP of $74.00	37.0000	Y	74.00
2.00	SIRE00396	/ ETSA461HPP	400 SERIES 100 WATT HANDHELD SIREN Contract price of 50% off Sound Off MSRP of $652.00	326.0000	Y	652.00
2.00	SIRE00475	/ ETSS100N	100N SERIES PROFESSIONAL COMPOSITE SPEAKER Contract price of 50% off Sound Off MSRP of $290.00	145.0000	Y	290.00
2.00	CONS01276	/ MMBP-25	Magnetic Microphone Mount BP Not on contract / Open market price / MSRP $34.99	29.9900	Y	59.98
2.00	COMP01630	/ PKG-PSM-385	Premium Passenger Side Computer Mounting System 2015+ F-150 Contract price of 25% off Havis MSRP of $686.94	515.2100	Y	1,030.42
2.00	COMP01157	/ DS-PAN-112-2	Panasonic Toughbook 30/31 Docking Station Full Port Contract price of 25% off Havis MSRP of $1,243.43	932.5700	Y	1,865.14
2.00	ALAR00115	/ S.I. 340U	03-06 Expedition/Navigator'05-* F150, Secure Idle	148.8500	Y	297.70
2.00	MISC90000	/ MISC	Three (3) Drawer Truck Vault w/ Extreme Coating / F-150 5.6 Contract price of 5% off Truck Vault MSRP of $4,095.00	3,890.2500	Y	7,780.50
2.00	PATC00192	/ PPGEN2	Patrol Power Generation 2 Fuse Module / Power Distribution C	499.9900	Y	999.98

Quotation continued on next page ...

Quotation

Date	Page
Mar 21, 2018	3
Order Number	
QTE0021050	

Arizona Emergency Products

3433 E Wood St
Phoenix, AZ 85040
Phone: (602) 453-9111
Fax: (602) 453-3743

Sold To:

San Luis Police Department, City of
P O Box 7740
San Luis, AZ 85349

Ship To:

San Luis Police Department, City of
767 N First Ave
San Luis, AZ, 85349

Reference	PO Number	Customer No.	Salesperson	Order Date	Ship Via	Terms
2018 F-150 Loose Equipment		SAN10606	BPY	Mar 21, 2018		NET30

Year	Make	Model	Color	State Contract #
2018	Ford	F-150		Yavapai County Contract # 111201

Qty. Ord.	Item / Vendor Part Number	Description	Unit Price	Tax	Extended Price
		Fixed contract price			
2.00	INST00134 / BR0005	Bracket for mounting a 200 amp circuit breaker with a Patrol Power on a Chevy Tahoe or a Ford Expedition Not on contract / Open market price	49.9900	Y	99.98
		Inbound freight charges for all the above equipment $100.00 per vehicle		N	200.00

Thank you for the opportunity to earn your business

Terms & Conditions:

- Estimates valid for 60 days
- Our installations are backed by a 5-year quality warranty
- Orders will be invoiced upon notification of completion
- Returns subject to 25% restocking fee. No returns on special order items.

SIGNATURE (not required if PO/contract is issued) _____

Parts	**17,480.70**
Labor / Services	**0.00**
Trans / Trip / Fee	**200.00**
Shipping	**0.00**
Order Discount	**0.00**
Subtotal	**17,680.70**
Total sales tax	**1,503.34**
Total order	**19,184.04**

AGENDA ITEM REVIEW FORM

Regular City Council Meeting **5.D.**
Meeting Date: 04/11/2018
Department Head: Richard Jessup, Acting Chief of Police, Police Department
Submitted By: Miguel Alvarez, Lieutenant, Police Department
Action Requested: Motion

ITEM:
Discussion and possible action on any and all matters regarding authorization to purchase two (2) new 2018 unmarked police Ford Super Crew XL F150 pickup trucks using Fiscal Year 2018 Capital Project Budgeted funds. **(Richard Jessup, Acting Chief of Police)**

SUMMARY:
The San Luis Police Department is seeking approval for the purchase of two (2) new 2018 Ford Super Crew XL F150 4X4 pickup trucks. These trucks would be replacing a 2005 Ford Crown Victoria with over 160,000 miles and a 2006 Chevrolet Impala with over 120,000 miles that are currently in field operation and have proven to be unreliable for police duty or worth investing to further repair.

The funds for the purchase of these vehicles were approved as a Fiscal Year 2018 Capital Project for the fully marked Ford SUV police vehicle and a fully marked Ford F150 animal control service vehicle.
Capital Project Budget FY18 account: 100-999-90000
(1) Marked SUV Police Vehicle $47,850.00 &
(1) Ford F150 Animal Control services vehicle $ 49,460.00.
However, those vehicles were under-budgeted by $25,104.36, according to quotes received from Peoria Ford, which is the Ford Dealership holding the State Contract # ADSPO17-166117 for police vehicle purchases.

With the budgeted amount, there are sufficient funds to purchase two (2) 2018 unmarked Ford Super Crew XL F150 4x4 pickup trucks through Alexander Ford of Yuma using the City of Yuma purchasing contract #2013-20000119. Using the Yuma contract is authorized under San Luis City Code-Purchasing Section 36.09, Cooperative Purchasing.

Alexander Ford provided an individual vehicle quote for a 2018 Ford Super Crew XL 4x4 pickup truck of $38,928.25. The total cost for both Ford F150 pickup trucks is **$77,856.50.**

RECOMMENDATION / SUGGESTED MOTION:
I MOVE TO APPROVE THE PURCHASE OF TWO 2018 FORD F-150 4X4 PICKUP TRUCKS AS PRESENTED, USING THE CITY OF YUMA CONTRACT, IN THE AMOUNT OF $77,856.50
AS PER CITY PROCUREMENT CODE 36.09 COOPERATIVE PURCHASING.

N/A

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:	Yes
CITY/STATE/FEDERAL FUNDS:	City
TOTAL:	$77,586.50
BUDGETED AMOUNT:	$97,310.00
AVAILABLE AMOUNT TO TRANSFER:	N/A
ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE:	Acct. #100-999-90000 Capital Project / $139,210.00

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

Approved purchases in Fiscal Year 2017-2018 budget. Subject vehicles to replace two (2) existing police department vehicles.

100-999-90000 Capital Project Budget FY18 - Police Department remaining balance before purchase $139,210.00.

Attachments

Pickup Truck Quote/Alexander Ford Dealership

Animal Control Service vehicle over CP FY18 budget quote

SUV fully marked patrol vehicle over CP FY18 budget quote

City of Yuma Contract # 2013-20000119

City of Yuma contract # 2013-0000119 extension email

DIFFERENCE YOU CAN COUNT ON!
ALEXANDER FORD • LINCOLN Ford

Date: 3/7/2018

Name
CITY OF SAN LUIS

Address
PO BOX 7740, SAN LUIS, AZ 85349-6816

Home Telephone	Business Telephone	E-Mail
928-314-9118	928-314-9118	TDELAHOYA@CITYOFSANLUIS.ORG

Vehicle
2018 FORD TRKS F-150 4WD W1E SuperCrew XL

Stock No. VIN Color Odometer

RETAIL	
Retail Price	$41,225.00
Savings	$7,977.84
Selling Price	$33,247.16
Options	$2,675.00
Sub-Total	***$35,922.16***
*Fees	$0.00
**SalesTax	$3,006.09
Net Sales Price	***$38,928.25***

**Finance Tax City 1.7000%, Finance Tax County 1.1120%, Finance Tax State 5.6000%

Customer Approval

Management Approval

Retail payments are an estimate and may vary among lending institutions. Tax rules may vary per state. The final terms of your loan may differ depending on the actual terms of the financial institution's acceptance and are negotiable. Retail Net Sales Price is based on 0 down payment.
This quote is valid until: 3/07/2018

VIRTC1DP

CNGP530 VEHICLE ORDER CONFIRMATION 03/07/18 11:19:43
==> Dealer: F71438
2018 F-150 Page: 2 of 2
Order No: M307 Priority: E5 Ord FIN: QM449 Order Type: 5B Price Level: 835
Ord PEP: 101A Cust/Flt Name: SLPD F-150 PO Number:

		RETAIL		RETAIL
66S	SSV PKG	$50		
76R	REV SENSING SYS	275		
	FLEX FUEL			
	SP FLT ACCT CR			
	FUEL CHARGE			
	DEST AND DELIV	1395		

TOTAL BASE AND OPTIONS 45885
XL MID DISCOUNT (750)
TOTAL 45135
THIS IS NOT AN INVOICE

F7=Prev
F1=Help F2=Return to Order F3/F12=Veh Ord Menu
F4=Submit F5=Add to Library
S099 - PRESS F4 TO SUBMIT QC20443

V1DP0084 2,6

VIRTC1DP V4.06 5432

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CNGP530                  VEHICLE ORDER CONFIRMATION          03/07/18 11:19:39
==> _________ ____________________________________                Dealer: F71438
                          2018 F-150                               Page: 1 of 2
Order No: M307    Priority: E5  Ord FIN: QM449  Order Type: 5B Price Level: 835
Ord PEP:  101A Cust/Flt Name: SLPD F-150          PO Number:
                      RETAIL                                      RETAIL
W1E  F150 4X4 CREW   $37755                  JOB #2 ORDER
     145" WHEELBASE                    18B   BLK PLAT BDS         250
YZ   OXFORD WHITE                            PRO TRAILER AST
S    CLTH NO CONSOLE      NC                 SYNC
G    MED EARTH GRAY                    53A   TRAILER TOW PKG      995
101A EQUIP GRP          2255                 AM/FM CD
     .XL SERIES                        655   EXT RANGE TANK       445
     .POWER EQUIP GRP
     .CRUISE CONTROL                    TOTAL BASE AND OPTIONS 45885
     .17"SILVER STEEL                   XL MID DISCOUNT         (750)
995  5.0L V8 FFV ENG    1995            TOTAL                   45135
44G  ELEC 10-SPDAUTO                    *THIS IS NOT AN INVOICE*
     .265/70R-17
XL9  3.55 ELEC LOCK      470            * MORE ORDER INFO NEXT PAGE *
     7000# GVWR                                    F8=Next
F1=Help                 F2=Return to Order        F3/F12=Veh Ord Menu
F4=Submit               F5=Add to Library
S006 - MORE DATA IS AVAILABLE.                                    QC20443
                                                  V1DP0084              2,6
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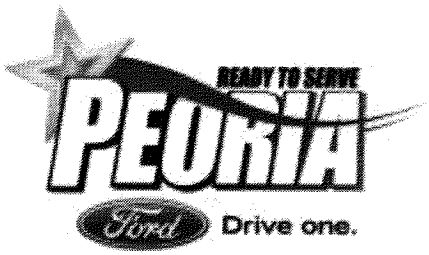

AZ Contract #: ADSPO17-166117
San Luis Police Department
2/27/2018
Exterior Color: White
Interior Color: Gray
See attached sepcifications
Current factory lead time 18-20 weeks

Model year 2018 cut off date 03/02/2018

Chad Welsh
9130 West Bell Road
Peoria, Arizona 85382
Phone: 623-261-0570
Fax: 480-393-5536
Email: cwelsh@peoriaford.com

Line Item:	Order Code	Description	Price
1	F2A	2018 F250 Reg Cab XL 4x2 Bed Delete 6.2L V8 Gas	$23,418.97
2	DIO	Aftermarket Equipment per AEP QTE# 020848	$9,063.56
3	DIO	Aftermarket Equipment per ASH QTE# 13331	$25,898.07
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
Taxable Total:			$58,380.60
Sales Tax:		Sales Tax if applicable Peoria 8.1%	$4,728.83
Warranty Cost:			$0.00
Tire Tax:			$5.00
Freight			$0.00
Total Per Unit:			$63,114.43

Unit Quantity Requested: ***1***
Total Price for all units Delivered: ***$63,114.43***

Thank you for this opportunity to gain your business!
To place order, review for accuracy and fax back with signature and P.O. number (if applicable).

Signature:_____ **Date:**_____
Printed Name:_____ **P.O.#:**_____

Quality since 1941

AUTO SAFETY HOUSE
TOTAL FLEET SOLUTIONS

REMIT TO: Auto Safety House
2630 W. Buckeye Rd
Phoenix, AZ 85009

PHOENIX
2630 W. BUCKEYE RD.
PHOENIX, AZ 85009
PHONE: (602) 269-9721

TUCSON
1402 E. BENSON HWY.
TUCSON, AZ 85714
PHONE: (520) 889-9551

HOLBROOK
840 S. HIGHWAY 77
HOLBROOK, AZ 86025
PHONE: (928)524-3582

***** Customer Review *****

Date / Time: 2/27/2018 10:15:18AM
Repair Order: 13331
Customer: 75816
Branch: 1
Invoice Total: $25,898.07

Charge

Bill To: Peoria Ford
9130 W Bell Rd
Peoria, AZ 85382-3700
Shop: 623-977-8888 Fax: 623-977-8372

Ship To: Peoria Ford
9130 W Bell Rd
Peoria, AZ 85382-3700

Customer P/O: ashiner Completion Date:

Task: 1 05-01104 Misc Material **Department: 20 TE**

Complaint: Furnish and install Swab ARF.95 6 compartment animal body with a/c, dash mounted monitor, compartment lights, roof rack with wear strips, pull out ramp, 4 whelen 12SMD led warning lights, rear traffic advisor. all wires to be ran inside cab only.

Supp.	Part	Description / Ref Number		U/M	Quantity	List	Price	Extended Price
	TE Shop Su	Truck Equipment shop supplies	Misc		1.00	0.00	246.40	246.40
SWC	ARF.95	ANIMAL TRANSPORTER	Part	Each	1.00	27,970.43	21,584.00	21,584.00
EE	MISC	MISC MATERIALS	Part	Each	1.00	125.00	125.00	125.00
	TE Cust Fr	TE Customer Freight In	Misc		1.00	0.00	1,000.00	1,000.00
WL	TAC830	8-LT TRAFFIC ADVISOR 30' CABLE	Part	Each	1.00	703.64	478.67	478.67

Payment Method
Charge

Totals

Quote

Total Parts:	**$22,187.67**
Total Core Chg:	**$0.00**
Total Core Ret:	**$0.00**
Total EHC:	**$0.00**
Total Labor:	**$2,464.00**
Total Miscellaneous:	**$1,246.40**
Invoice Subtotal:	**$25,898.07**
Total Tax:	**$0.00**
Invoiced Total:	**$25,898.07**

Quotation

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QTE0020848	

Arizona Emergency Products

3433 E Wood St
Phoenix, AZ 85040
Phone: (602) 453-9111
Fax: (602) 453-3743

Sold To:

Peoria Ford
9130 W. Bell Rd.
Peoria, AZ 85382

Ship To:

AEP PHX INSTALL
AEP PHX INSTALL

Reference	PO Number	Customer No.	Salesperson	Order Date	Ship Via	Terms
San Luis PD / 2015 F-250 / Animnal		PEO10603	BPY	Feb 21, 2018		NET30

Year	Make	Model	Color	State Contract #
2018	Ford	F-250		AZ State Ford Contract

Qty. Ord.	Item / Vendor Part Number		Description	Unit Price	Tax	Extended Price
			POC: Chad Welsh / 623-261-0570 / Peoria Ford			
			POC: Lt. Alvarez / 928-271-7256 / San Luis PD			
1.00	LBAR02906	/ ENFLBS1254	NFORCE 54" LIGHTBAR / All Amber with Scene Lights Contract price of 35% off Sound Off MSRP of $3,259.00	2,118.3500	N	2,118.35
4.00	LEDS03416	/ EMPS2STS4F	mPower Fascia LED, Stud Mount, 12-LED, Amber/White Contract price of 35% off Sound Off MSRP of $186.00	120.9000	N	483.60
1.00	SIRE00424	/ ETSP993	INTELLISWITCH993 PREMIUM DIGITAL SWITCH W/ POWER PURSUIT Contract price of 35% off Sound Off MSRP of $452.00	293.8000	N	293.80
1.00	SPEE00111	/ TADCTL1	CONTROL HEAD FOR DOMINATOR T/A PL-2014-01-01 Contract price of 31.5% off Whelen MSRP of $136.00	93.1600	N	93.16
1.00	CONS01179	/ CC-WBOS-20	20" Center Equipment Console,Wide Body, Open side storage Contract price of 15% off Troy Products MSRP of $645.75	548.8900	N	548.89
1.00	CONS01485	/ AC-F150-15	Ford F-150; For applications where center seat is removed; M Included with price of console	0.0000	N	0.00

Quotation continued on next page ...

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Arizona Emergency Products

3433 E Wood St
Phoenix, AZ 85040
Phone: (602) 453-9111
Fax: (602) 453-3743

Sold To:

Peoria Ford
9130 W. Bell Rd.
Peoria, AZ 85382

Ship To:

AEP PHX INSTALL
AEP PHX INSTALL

Reference	PO Number	Customer No.	Salesperson	Order Date	Ship Via	Terms
San Luis PD / 2015 F-250 / Animnal		PEO10603	BPY	Feb 21, 2018		NET30

Year	Make	Model	Color	State Contract #
2018	Ford	F-250		AZ State Ford Contract

Qty. Ord.	Item / Vendor Part Number		Description	Unit Price	Tax	Extended Price
1.00	FACE00439	/ FP-MXTL2500	3" Face Plate for a remote Motorola XTL2500 Included with price of console	0.0000	N	0.00
1.00	FACE00470	/ FP-WTA836	Three (3) Inch Face Plate For a Whelen Traffic Advisor Control Head. Included with price of console	0.0000	N	0.00
1.00	CONS00960	/ FP-WSPCCS9N	Faceplate, 3", Whelen PCCS9NP, 9 Position Switch Box Included with price of console	0.0000	N	0.00
1.00	FACE00386	/ FP-BLNK1	One (1) Inch Blank Faceplate Included with price of console	0.0000	N	0.00
1.00	CONS00720	/ AC-INBHG	Internal Beverage Holder w/Rubber Pieces Priced with Contract price of 15% off Troy Products MSRP of $52.50	44.6300	N	44.63
1.00	FACE00376	/ FP-AP12-3	2" plate w/ 3 DC outlet holes. Included with price of console	0.0000	N	0.00
2.00	FACE00472	/ L3-AP1SET	DC outlet plug with black captured cap. PL 2012-01-01 Contract price of 15% off Troy Products MSRP of $12.60	10.7100	N	21.42
1.00	BATT00456	/ USBR12V	ROUND FLUSH MOUNT 2 PORT USB 1.14" (2.1A/1A) Not on contract / Open market price	14.9900	N	14.99
1.00	FACE00443	/ FP-SGTRAY	Sunglass Holder 4"	34.0000	N	34.00

Quotation continued on next page ...

Quotation

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Arizona Emergency Products

3433 E Wood St
Phoenix, AZ 85040
Phone: (602) 453-9111
Fax: (602) 453-3743

Sold To:

Peoria Ford
9130 W. Bell Rd.
Peoria, AZ 85382

Ship To:

AEP PHX INSTALL
AEP PHX INSTALL

Reference	PO Number	Customer No.	Salesperson	Order Date	Ship Via	Terms
San Luis PD / 2015 F-250 / Animnal		PEO10603	BPY	Feb 21, 2018		NET30

Year	Make	Model	Color	State Contract #
2018	Ford	F-250		AZ State Ford Contract

Qty. Ord.	Item / Vendor Part Number		Description	Unit Price	Tax	Extended Price
			PL 2012-01-01 Contract price of 15% off Troy Products MSRP of $40.00			
1.00	CONS01252	/ SP-WB-2MIC-8	Dual Mic Clip / Plate for 7" Slope Area on a WB Console	22.5000	N	22.50
1.00	CONS01148	/ AC-SIDEARM-6	6" long pad on side-mount L-Bracket, ht. adjustable PL 2012-01-01 Contract price of 15% off Troy Products MSRP of $94.50	80.3300	N	80.33
1.00	COMP01630	/ PKG-PSM-385	Premium Passenger Side Computer Mounting System 2015+ F-150 Contract price of 25% off Havis MSRP of $686.94	515.2100	N	515.21
1.00	COMP01157	/ DS-PAN-112-2	Panasonic Toughbook 30/31 Docking Station Full Port Contract price of 25% off Havis MSRP of $1,243.46	932.5700	N	932.57
1.00	SPOT00327	/ 325PL-0002	6" SPOTLIGHT HALOGEN BLACK HOUSING Contract price of 10% off Unity MFG MSRP of $293.33	263.9900	N	263.99
1.00	SPOT00106	/ 189	Unity Installation Kit for driver side of F-Series Pickup Contract price of 10% off Unity MFG MSRP of $70.00	63.0000	N	63.00
1.00	ALAR00115	/ S.I. 340U	03-06 Expedition/Navigator'05-'06 F150, Secure Idle Not on contract / Open market price / MSRP $155.00	143.1200	N	143.12
1.00	PATC00186	/ 03-0115C	PATROL POWER FUSE PANEL FOR 15-* F-150 Contract price of 25% off Patrol Power MSRP of $775.00	581.2500	N	581.25

Quotation continued on next page ...

Quotation

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Arizona Emergency Products

3433 E Wood St
Phoenix, AZ 85040
Phone: (602) 453-9111
Fax: (602) 453-3743

Sold To:

Peoria Ford
9130 W. Bell Rd.
Peoria, AZ 85382

Ship To:

AEP PHX INSTALL
AEP PHX INSTALL

Reference	PO Number	Customer No.	Salesperson	Order Date	Ship Via	Terms
San Luis PD / 2015 F-250 / Animnal		PEO10603	BPY	Feb 21, 2018		NET30

Year	Make	Model	Color	State Contract #
2018	Ford	F-250		AZ State Ford Contract

Qty. Ord.	Item / Vendor Part Number		Description	Unit Price	Tax	Extended Price
40.00	LABO90001	/ AEP INSTALL	Labor Charges to Install Above equipment EVT-Certified Technician Labor This includes hooking up warning & scene lights on animal control service body	47.5000	N	1,900.00
6.50	LABO90001	/ AEP INSTALL	Additional Wiring of Units as per YRCS's Request EVT-Certified Technician Labor	47.5000	N	308.75
1.00	INST05440	/ AEP-Misc	Shop Supplies	150.0000	N	150.00
			Shipping		N	200.00
			Transportation / Delivery, AEP Arizona		N	250.00
			*** CUSTOMER SUPPLIED EQUIPMENT ***			
3.00	INST05685	/ CSM	Three (3) NMOKHFUD Coax Cables	0.0000	N	0.00
2.00	INST05685	/ CSM	Two (2) RFT-1202 TNC Male RG58 Connectors	0.0000	N	0.00
1.00	INST05685	/ CSM	One (1) 081-11BK-1000 Mini UHF RG58 Connectors	0.0000	N	0.00
1.00	INST05685	/ CSM	One (1) BMLPVMB / LTE Antennas	0.0000	N	0.00
1.00	INST05685	/ CSM	One (1) GPS-NMO Low Profile GPS Antennas	0.0000	N	0.00

Quotation continued on next page ...

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Arizona Emergency Products

3433 E Wood St
Phoenix, AZ 85040
Phone: (602) 453-9111
Fax: (602) 453-3743

Sold To:

Peoria Ford
9130 W. Bell Rd.
Peoria, AZ 85382

Ship To:

AEP PHX INSTALL
AEP PHX INSTALL

Reference	PO Number	Customer No.	Salesperson	Order Date	Ship Via	Terms
San Luis PD / 2015 F-250 / Animnal		PEO10603	BPY	Feb 21, 2018		NET30

Year	Make	Model	Color	State Contract #
2018	Ford	F-250		AZ State Ford Contract

Qty. Ord.	Item / Vendor Part Number		Description	Unit Price	Tax	Extended Price
1.00	INST05685	/ CSM	One (1) BMAX7633S 760-870 MHz Antennas	0.0000	N	0.00
1.00	INST05685	/ CSM	One (1) Motorola Interdeck Cables	0.0000	N	0.00
1.00	INST05685	/ CSM	One (1) Motorola Trunion Mounting Bracket	0.0000	N	0.00
1.00	INST05685	/ CSM	One (1) Motorola Radio Speaker	0.0000	N	0.00
1.00	INST05685	/ CSM	One (1) Motorola Radio Power Cables	0.0000	N	0.00
1.00	INST05685	/ CSM	One (1) Motorola Radio Control Head Power Cables	0.0000	N	0.00

Thank you for the opportunity to earn your business

Terms & Conditions:

- Estimates valid for 60 days
- Our installations are backed by a 5-year quality warranty
- Orders will be invoiced upon notification of completion
- Returns subject to 25% restocking fee. No returns on special order items.

SIGNATURE (not required if PO/contract is issued) _____

Parts	**6,404.81**
Labor / Services	**2,208.75**
Trans / Trip / Fee	**250.00**
Shipping	**200.00**
Order Discount	**0.00**
Subtotal	**9,063.56**
Total sales tax	**0.00**
Total order	**9,063.56**

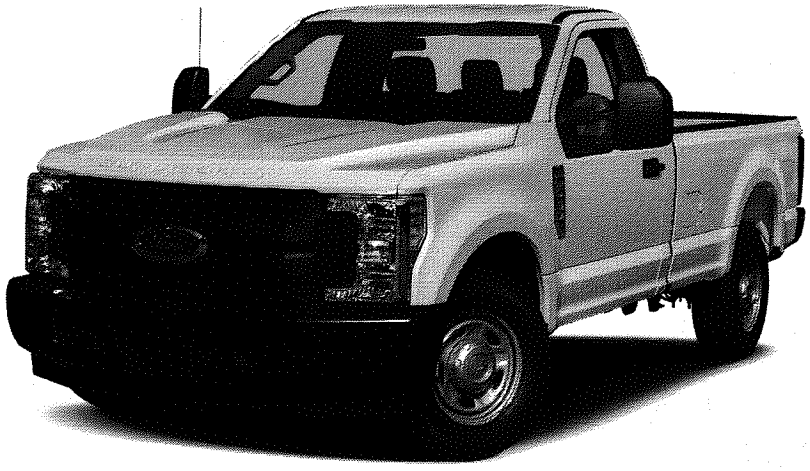
Peoria Ford
9130 W. Bell Rd., Peoria, Arizona, 853823700
Office: 623-977-8888
Fax: 623-877-8372

Customer Proposal

Prepared by:

Chad Welsh
Office: 623-977-8888

Date: 02/27/2018
Vehicle: 2018 F-250 XL
4x2 SD Regular Cab 8' box 142" WB SRW
Quote ID: SanLuisF2A



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Peoria Ford
9130 W. Bell Rd., Peoria, Arizona, 853823700
Office: 623-977-8888
Fax: 623-877-8372

2018 F-250, SD Regular Cab
4x2 SD Regular Cab 8' box 142" WB SRW XL(F2A)
Price Level: 820 Quote ID: SanLuisF2A

Selected Options

Code	Description
Base Vehicle	
F2A	Base Vehicle Price (F2A)
Packages	
600A	Order Code 600A *Includes:* *- Engine: 6.2L 2-Valve SOHC EFI NA V8 Flex-Fuel Flex-Fuel badge on fleet orders only.* *- Transmission: TorqShift-G 6-Spd Auto w/SelectShift* *- 3.73 Axle Ratio* *- GVWR: 9,950 lb Payload Package* *- Tires: LT245/75Rx17E BSW A/S (4)* *- Wheels: 17" Argent Painted Steel Includes painted hub covers/center ornaments.*
Powertrain	
996	Engine: 6.2L 2-Valve SOHC EFI NA V8 Flex-Fuel *Flex-Fuel badge on fleet orders only.*
44S	Transmission: TorqShift-G 6-Spd Auto w/SelectShift
X37	3.73 Axle Ratio
STDGV	GVWR: 9,950 lb Payload Package
Wheels & Tires	
TD8	Tires: LT245/75Rx17E BSW A/S (4)
64A	Wheels: 17" Argent Painted Steel *Includes painted hub covers/center ornaments.*
512	Spare Tire, Wheel, Carrier & Jack Spare tire is standard equipment; becomes optional when (66D) Pickup Box Delete is ordered.
Seats & Seat Trim	
1	Cloth 40/20/40 Split Bench Seat *Includes center armrest, cupholder, storage and driver's side manual lumbar.*
Other Options	
142WB	142" Wheelbase
PAINT	Monotone Paint Application
90L	Power Equipment Group

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared by: Chad Welsh Date: 02/27/2018

Selected Options (cont'd)

Code	Description
	Deletes passenger-side lock cylinder. Includes upgraded door trim panel. *Includes:* *- Accessory Delay* *- Manual Telescoping/Folding Trailer Tow Mirrors* *Includes power heated glass, heated convex spotter mirror and integrated clearance lights and turn signal indicators.* *- Perimeter Alarm* *- Power Locks* *- Power Tailgate Lock* *- Power Front Seat Windows* *Includes 1-touch up/down driver/passenger window.* *- Remote Keyless Entry*
66D	Pickup Box Delete
	Deletes tie-down hooks, tailgate and 7/4 pin connector. Incomplete vehicle package - requires further manufacture and certification by a final stage manufacturer. In addition, Ford urges manufacturers to follow the recommendations of the Ford Incomplete Vehicle Manual and the Ford Truck Body Builder's Layout Book (and applicable supplements). *Includes:* *- Rear Bumper Delete*
18B	Platform Running Boards
66S	Upfitter Switches (6)
	Located in overhead console. *Includes:* *- Extra Heavy-Duty 200 Amp Alternator*
Fleet Options	
525	Steering Wheel-Mounted Cruise Control (LPO)
	REQUIRES Valid FIN Code.
585	Radio: AM/FM Stereo/Single-CD/MP3 (LPO) (Fleet)
	REQUIRES Valid FIN Code.
	Includes aux audio input jack and 4 speakers.
91M_	SYNC Communications & Entertainment System (Fleet)
	REQUIRES Valid FIN Code.
	Includes enhanced voice recognition, 911 Assist, 4.2" LCD screen in center stack, AppLink, 1 smart-charging USB port and steering wheel audio controls.
Emissions	
425	50-State Emissions System
Interior Colors	
1S_05	Medium Earth Gray
Primary Colors	
Z1_01	Oxford White

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Selected Equipment & Specs

Dimensions

* Exterior length: 231.8"
* Exterior width: 80.0"
* Wheelbase: 142.0"
* Rear track: 67.2"
* Min ground clearance: 8.5"
* Front headroom: 40.8"
* Front shoulder room: 66.7"
* Approach angle: 17.2 deg
* Cargo volume: 11.6cu.ft.
* Cab to axle: 56.1"
* Exterior height: 77.9"
* Front track: 68.3"
* Turning radius: 24.6'
* Front legroom: 43.9"
* Front hiproom: 62.5"
* Passenger volume: 64.6cu.ft.
* Departure angle: 20.2 deg
* Maximum cargo volume: 11.6cu.ft.

Powertrain

* 385hp 6.2L SOHC 16 valve V-8 engine with variable valve control, SMPI
* federal
* Rear-wheel drive
* Fuel Economy Highway: N/A
* Recommended fuel : regular unleaded
* TorqShift-G 6 speed automatic transmission with overdrive
* Fuel Economy Cty: N/A

Suspension/Handling

* Front Twin I-Beam independent suspension with anti-roll bar, HD shocks
* Firm ride Suspension
* Front and rear 17 x 7.5 argent steel wheels
* Rear rigid axle leaf spring suspension with HD shocks
* Hydraulic power-assist re-circulating ball Steering
* LT245/75SR17 EBSW AS front and rear tires

Body Exterior

* 2 doors
* Turn signal indicator in mirrors
* Black bumpers
* Class V trailer hitch with trailer sway control
* Front and rear 17 x 7.5 wheels
* Driver and passenger power remote heated, manual folding door mirrors with turn signal indicator
* Black door mirrors
* Running boards
* Clearcoat paint
* 2 front tow hook(s)

Convenience

* Manual air conditioning with air filter
* Power front windows
* Driver and passenger 1-touch down
* Manual tilt steering wheel
* Day-night rearview mirror
* Wireless phone connectivity
* 2 1st row LCD monitors
* Passenger visor mirror
* Cruise control with steering wheel controls
* Driver and passenger 1-touch up
* Remote power door locks with 2 stage unlock and illuminated entry
* Manual telescopic steering wheel
* 911 Assist emergency S.O.S
* AppLink smart device integration
* Front cupholders
* Driver and passenger door bins

Seats and Trim

* Seating capacity of 3
* 4-way driver seat adjustment
* 4-way passenger seat adjustment
* Cloth seat upholstery
* Front 40-20-40 split-bench seat
* Manual driver lumbar support
* Centre front armrest with storage

Entertainment Features

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Selected Equipment & Specs (cont'd)

* AM/FM stereo radio with radio data system
* MP3 decoder
* SYNC external memory control
* 4 speakers
* Fixed antenna
* Single CD player
* Auxiliary audio input
* Steering wheel mounted radio controls
* Wireless streaming

Lighting, Visibility and Instrumentation

* Halogen aero-composite headlights
* Fully automatic headlights
* Light tinted windows
* Tachometer
* Compass
* Camera(s) - rear
* Trip computer
* Delay-off headlights
* Variable intermittent front windshield wipers
* Front reading lights
* Oil pressure gauge
* Outside temperature display
* Low tire pressure warning
* Trip odometer

Safety and Security

* 4-wheel ABS brakes
* 4-wheel disc brakes
* ABS and driveline traction control
* Dual seat mounted side impact airbag supplemental restraint system
* Remote activated perimeter/approach lighting
* Security system with SecuriLock immobilizer
* Manually adjustable front head restraints
* Brake assist with hill hold control
* Electronic stability control
* Dual front impact airbag supplemental restraint system with passenger cancel
* Safety Canopy System curtain 1st row overhead airbag supplemental restraint system
* Power remote door locks with 2 stage unlock and panic alarm
* MyKey restricted driving mode

Dimensions

General Weights

Curb	5482 lbs.	GVWR	9950 lbs.
Front GAWR	3950 lbs.	Rear GAWR	6340 lbs.
Payload	4200 lbs.	Front curb weight	3337 lbs.
Rear curb weight	2145 lbs.	Front axle capacity	5250 lbs.
Rear axle capacity	6200 lbs.	Front spring rating	3950 lbs.
Rear spring rating	6340 lbs.	Front tire/wheel capacity	6390 lbs.
Rear tire/wheel capacity	6390 lbs.		

Trailering Type

Type	Regular	Class	V
Hitch	Yes	Trailer sway control	Yes

General Trailering

5th-wheel towing capacity	13200 lbs.	Gooseneck towing capacity	13200 lbs.
Towing capacity	13300 lbs.	GCWR	19500 lbs.

Fuel Tank type

Capacity	34 gal.

Off Road

Approach angle	17 deg	Departure angle	20 deg
Ramp breakover angle	20 deg	Min ground clearance	8"
Load floor height	36"		

Interior cargo

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Selected Equipment & Specs (cont'd)

Cargo volume	11.6 cu.ft.	Maximum cargo volume	11.6 cu.ft.

Powertrain

Engine Type

Block material	Iron	Cylinders	V-8
Head material	Aluminum	Ignition	Electronic
Injection	Sequential MPI	Liters	6.2L
Orientation	Longitudinal	Recommended fuel	Regular unleaded
Valves per cylinder	2	Valvetrain	SOHC
Variable valve control	Yes		

Engine Spec

Bore	4.02"	Compression ratio	9.8:1
Displacement	379 cu.in.	Stroke	3.74"

Engine Power

SAEJ1349 AUG2004 compliant	Yes	Output	385 HP @ 5,750 RPM
Torque	430 ft.-lb @ 3,800 RPM		

Alternator

Type	HD	Amps	200

Battery

Amp hours	72	Cold cranking amps	650
Run down protection	Yes		

Transmission

Electronic control	Yes	Lock-up	Yes
Overdrive	Yes	Speed	6
Type	Automatic		

Transmission Gear Ratios

1st	4.17	2nd	2.34
3rd	1.52	4th	1.14
5th	0.87	6th	0.69
Reverse Gear ratios	3.4		

Transmission Torque Converter

Stall ratio	2.01

Transmission Extras

Driver selectable mode	Yes	Sequential shift control	SelectShift
Oil cooler	Regular duty		

Drive Type

Type	Rear-wheel

Drive Feature

Traction control	ABS and driveline

Drive Axle

Ratio	3.73

Exhaust

Material	Stainless steel	System type	Single

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Selected Equipment & Specs (cont'd)

Emissions
CARB: Federal

fuel Economy
Fuel type: Gasoline

Fuel Economy (Alternate 1)
Fuel type: E85

Acceleration
0-60 mph (s): 6.55

1/4 Mile
Seconds: 15.0
Speed: 95 mph

Skid Pad
Lateral acceleration (g): 0.7

Slalom
Speed: 52 mph

Driveability

Brakes
ABS: 4-wheel
ABS channels: 4
Type: 4-wheel disc
Vented discs: Front and rear

Brake Assistance
Brake assist: Yes
Hill hold control: Yes

Suspension Control
Ride: Firm
Electronic stability control: Stability control with anti-roll

Front Suspension
Independence: Twin I-Beam independent
Anti-roll bar: Regular

Front Spring
Type: Coil
Grade: Regular

Front Shocks
Type: HD

Rear Suspension
Independence: Rigid axle
Type: Leaf

Rear Spring
Type: Leaf
Grade: HD

Rear Shocks
Type: HD

Steering
Activation: Hydraulic power-assist
Type: Re-circulating ball

Steering Specs
# of wheels: 2

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Selected Equipment & Specs (cont'd)

Exterior

Front Wheels

Diameter	17"	Width	7.50"

Rear Wheels

Diameter	17"	Width	7.50"

Spare Wheels

Wheel material	Steel

Front and Rear Wheels

Appearance	Argent	Material	Steel
Covers	Hub		

Front Tires

Aspect	75	Diameter	17"
Sidewalls	BSW	Speed	S
Tread	AS	Type	LT
Width	245mm	LT load rating	E
RPM	645		

Rear Tires

Aspect	75	Diameter	17"
Sidewalls	BSW	Speed	S
Tread	AS	Type	LT
Width	245mm	LT load rating	E
RPM	645		

Spare Tire

Mount	Underbody w/crankdown	Type	Full-size

Wheels

Front track	68.3"	Rear track	67.2"
Turning radius	24.6'	Wheelbase	142.0"

Body Features

Front license plate bracket	Yes	Running boards	Yes
Body material	Aluminum	Side impact beams	Yes
Front tow hook(s)	2		

Body Doors

Door count	2

Exterior Dimensions

Length	231.8"	Body width	80.0"
Body height	77.9"	Cab to axle	56.1"
Axle to end of frame	47.6"	Frame section modulus	10.7cu.in.
Frame yield strength (psi)	50000.0	Front bumper to Front axle	38.2"
Front bumper to back of cab	123.7"		

Safety

Airbags

Driver front-impact	Yes	Driver side-impact	Seat mounted

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Selected Equipment & Specs (cont'd)

Overhead Safety Canopy System curtain 1st row		Passenger front-impact	Cancellable
Passenger side-impact	Seat mounted		
Seatbelt			
Height adjustable	Front		
Security			
Immobilizer	SecuriLock	Panic alarm	Yes
Restricted driving mode	MyKey		

Seating

Passenger Capacity			
Capacity	3		
Front Seats			
Split	40-20-40	Type	Split-bench
Driver Seat			
Fore/aft	Manual	Reclining	Manual
Way direction control	4	Lumbar support	Manual
Passenger seat			
Fore/aft	Manual	Reclining	Manual
Way direction control	4		
Front Head Restraint			
Control	Manual	Type	Adjustable
Front Armrest			
Centre	Yes	Storage	Yes
Front Seat Trim			
Material	Cloth	Back material	Carpet

Convenience

AC And Heat Type			
Air conditioning	Manual	Air filter	Yes
Audio System			
CD	Single	CD location	In-dash
MP3 decoder	MP3 decoder	Auxiliary audio input	Yes
Radio	AM/FM stereo	Radio data system	Yes
Radio grade	Premium	Seek-scan	Yes
External memory control	SYNC		
Audio Speakers			
Speaker type	Regular	Speakers	4
Audio Controls			
Speed sensitive volume	Yes	Steering wheel controls	Yes
Voice activation	Yes	Wireless streaming	Bluetooth yes
Audio Antenna			
Type	Fixed		

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Selected Equipment & Specs (cont'd)

LCD Monitors

1st row	2	Primary monitor size (inches)	4.2

Cruise Control

Cruise control	With steering wheel controls

Convenience Features

Retained accessory power	Yes	12V DC power outlet	2
Emergency S.O.S	911 Assist	Wireless phone connectivity	Bluetooth
Smart device integration	App link		

Door Lock Activation

Type	Power with 2 stage unlock	Remote	Keyfob (all doors)
Integrated key/remote	Yes		

Instrumentation Type

Display	Analog

Instrumentation Gauges

Tachometer	Yes	Oil pressure	Yes
Engine temperature	Yes	Transmission fluid temp	Yes
Engine hour meter	Yes		

Instrumentation Warnings

Oil pressure	Yes	Engine temperature	Yes
Battery	Yes	Lights on	Yes
Key	Yes	Low fuel	Yes
Door ajar	Yes	Service interval	Yes
Brake fluid	Yes	Low tire pressure	Tire specific

Instrumentation Displays

Clock	In-radio display	Compass	Yes
Exterior temp	Yes	Systems monitor	Yes
Camera(s) - rear	Yes		

Instrumentation Feature

Trip computer	Yes	Trip odometer	Yes

Steering Wheel Type

Material	Urethane	Tilting	Manual
Telescoping	Manual		

Front Side Windows

Window 1st row activation	Power

Window Features

1-touch down	Driver and passenger	1-touch up	Driver and passenger
Tinted	Light		

Front Windshield

Wiper	Variable intermittent

Rear Windshield

Window	Fixed

Interior

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Selected Equipment & Specs (cont'd)

Passenger Visor
- Mirror: Yes

Rear View Mirror
- Day-night: Yes

Headliner
- Coverage: Full

Floor Trim
- Coverage: Full

Trim Feature
- Gear shift knob: Urethane

Lighting
- Dome light type: Fade
- Illuminated entry: Yes

Storage
- Driver door bin: Yes
- Glove box: Locking
- Illuminated: Yes
- Dashboard: Covered

Legroom
- Front: 43.9"

Headroom
- Front: 40.8"

Hip Room
- Front: 62.5"

Shoulder Room
- Front: 66.7"

Interior Volume
- Passenger volume: 64.6 cu.ft.

- Material: Cloth
- Covering: Vinyl/rubber
- Interior accents: Chrome
- Front reading: Yes
- Variable IP lighting: Yes
- Front Beverage holder(s): Yes
- Passenger door bin: Yes
- Instrument panel: Bin

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Warranty - Selected Equipment & Specs

Warranty

Basic			
Distance	36000 miles	Months	36 months
Powertrain			
Distance	60000 miles	Months	60 months
Corrosion Perforation			
Distance	Unlimited miles	Months	60 months
Roadside Assistance			
Distance	60000 miles	Months	60 months

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AZ Contract #: ADSPO17-166117
San Luis Police Department
2/27/2018
Exterior Color: White
Interior Color: Black
See attached sepcifications
Current factory lead time 10-12 weeks

Model year 2018 cut off date 06/08/2018

Chad Welsh
9130 West Bell Road
Peoria, Arizona 85382
Phone: 623-261-0570
Fax: 480-393-5536
Email: cwelsh@peoriaford.com

Line Item:	Order Code	Description	Price
1	K8A	2018 Ford Interceptor Utility AWD 3.7L V6	$27,257.58
2	86T	Tail Lamp / Police Interceptor Housing Only	$60.00
3	51R	Spot Lamp - LED Bulb, Driver Only (Unity)	$395.00
4	53M	SYNC Basic (Voice-Activated Communication System	$295.00
5	55F	Remote Keyless-Entry Key FOB (qty 4)	$340.00
6	17A	Aux Air Conditioning	$610.00
7	DIO	Aftermarket Equipment per AEP QTE# 0020847	$25,894.34
8			
9			
10			
11			
12			
13			
14			
Taxable Total:			$54,851.92
Sales Tax:		Sales Tax if applicable Peoria 8.1%	$4,443.01
Warranty Cost:			$0.00
Tire Tax:			$5.00
Freight			$0.00
Total Per Unit:			$59,299.93

Unit Quantity Requested: ***1***
Total Price for all units Delivered: ***$59,299.93***

Thank you for this opportunity to gain your business!
To place order, review for accuracy and fax back with signature and P.O. number (if applicable).

Signature:_____ **Date:**_____
Printed Name:_____ **P.O.#:**_____

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Arizona Emergency Products

3433 E Wood St
Phoenix, AZ 85040
Phone: (602) 453-9111
Fax: (602) 453-3743

Sold To:

Peoria Ford
9130 W. Bell Rd.
Peoria, AZ 85382

Ship To:

AEP PHX INSTALL
AEP PHX INSTALL

Reference	PO Number	Customer No.	Salesperson	Order Date	Ship Via	Terms
San Luis PD / 2018 PI-SUV / Full Pa		PEO10603	BPY	Feb 21, 2018		NET30

Year	Make	Model	Color	State Contract #
2018	Ford	PI-SUV		AZ State Ford Contract

Qty. Ord.	Item / Vendor Part Number	Description	Unit Price	Tax	Extended Price
		POC: Chad Welsh / 623-261-0570 / Peoria Ford			
		POC: Lt. Alvarez / 928-271-7256 / San Luis PD			
		Order PI-SUV with Ford Option 86T			
		*** Sound Off Package ***			
1.00	MISC90000 / MISC	48" MPOWER Light Bar / DS -R/W PS - B/W with Rear Arrow Contract price of 35% off Sound Off MSRP of $4,569.00	2,969.8500	N	2,969.85
1.00	FLAS00095 / ETHFSS-SP	100% SS multi pattern headlight flasher Contract price of 35% off Sound Off MSRP of $67.00	43.5500	N	43.55
1.00	BUMP00576 / BK2044ITU16	PB450L4 ALUM NFORCE PUSH BUMPER FOR 16-* PI SUV Contract price of 15% off Setina MSRP of $859.00	730.1500	N	730.15
2.00	LEDS03659 / ENT2B3RBW	Soundoff Under Mirror Intersector LED Tri-Color R / B / W Contract price of 35% off Sound Off MSRP of $287.00	186.5500	N	373.10
1.00	LEDS02616 / PNT1CRV05	Intersector Mounting Adaptor, 2013+Utility Contract price of 35% off Sound Off MSRP of $12.00	7.8000	N	7.80
4.00	LEDS03388 / EMPS2STS4J	mPOwer Fascia LED, Stud Mount, 12-LED, Red/Blue Contract price of 35% off Sound Off MSRP of $186.00	120.9000	N	483.60

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San Luis PD / 2018 PI-SUV / Full Pa		PEO10603	BPY	Feb 21, 2018		NET30

Year	Make	Model	Color	State Contract #
2018	Ford	PI-SUV		AZ State Ford Contract

Qty. Ord.	Item / Vendor Part Number		Description	Unit Price	Tax	Extended Price
1.00	VACC01663	/ PMP2RSBUV2	Utility Rear Spoiler Mounting Brackets, Dual mPower Contract price of 35% off Sound Off MSRP of $79.00	51.3500	N	51.35
2.00	LEDS03388	/ EMPS2STS4J	mPOwer Fascia LED, Stud Mount, 12-LED, Red/Blue Contract price of 35% off Sound Off MSRP of $186.00	120.9000	N	241.80
2.00	LEDS03025	/ VHB609B	Vertex Blue Ford Twist Lock LED Light Head. Contract price of 31.5% off Whelen MSRP of $119.00	81.5200	N	163.04
1.00	FLAS00022	/ ETFBSSN-P	Sound Off backflash module. Ford Contract price of 35% off Sound Off MSRP of $74.00	48.1000	N	48.10
1.00	LEDS03454	/ EMPS1STS3D	mPower 3" Fascia LED, Stud Mount, 8-LED, Red/White Contract price of 35% off Sound Off MSRP of $166.00	107.9000	N	107.90
1.00	LEDS03455	/ EMPS1STS3E	mPower 3" Fascia LED, Stud Mount, 8-LED, Blue / White Contract price of 35% off Sound Off MSRP of $166.00	107.9000	N	107.90
1.00	BKRT00040	/ PMP1BRK2LPV	Vertical License Plate Bracket, for 3" Fascia LED Stud Mount Contract price of 35% off Sound Off MSRP of $40.00	26.0000	N	26.00
1.00	SIRE00405	/ ETSA481CSR	nErgy 400 series siren, Knob, 100-Watt Contract price of 35% off Sound Off MSRP of $653.00	424.4500	N	424.45
1.00	SPEA00175	/ ETSS100L	100L Series Pro. Speaker w/Universal Bail Bracket-100 Watt	188.5000	N	188.50

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San Luis PD / 2018 PI-SUV / Full Pa		PEO10603	BPY	Feb 21, 2018		NET30

Year	Make	Model	Color	State Contract #
2018	Ford	PI-SUV		AZ State Ford Contract

Qty. Ord.	Item / Vendor Part Number	Description	Unit Price	Tax	Extended Price
		Contract price of 35% off Sound Off MSRP of $290.00			
1.00	CONS01181 / CC-UV-L-18	Interceptor SUV Vertical Console Contrcat price of 15% off Troy Products MSRP of $472.50	401.6300	N	401.63
1.00	FACE00439 / FP-MXTL2500	3" Face Plate for a remote Motorola XTL2500 Included with price of console	0.0000	N	0.00
1.00	FACE00682 / FP-ETSA481	4" FACE PLATE FOR SOUND OFF 481 SIREN CONTROLLER Included with price of console	0.0000	N	0.00
1.00	FACE00390 / FP-BLNK3	Three (3) inch blank face plate. Included with price of console	0.0000	N	0.00
1.00	FACE00376 / FP-AP12-3	2" plate w/ 3 DC outlet holes. Included with price of console	0.0000	N	0.00
2.00	FACE00472 / L3-AP1SET	DC outlet plug with black captured cap. PL 2012-01-01 Contract price of 15% off Troy Products MSRP of $12.60	10.7100	N	21.42
1.00	BATT00456 / USBR12V	ROUND FLUSH MOUNT 2 PORT USB 1.14" (2.1A/1A) Not on contract / Open market price	14.9900	N	14.99
1.00	FACE00388 / FP-BLNK2	Two (2) Inch Blank Face Plate. Included with price of console	0.0000	N	0.00

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San Luis PD / 2018 PI-SUV / Full Pa		PEO10603	BPY	Feb 21, 2018		NET30

Year	Make	Model	Color	State Contract #
2018	Ford	PI-SUV		AZ State Ford Contract

Qty. Ord.	Item / Vendor Part Number		Description	Unit Price	Tax	Extended Price
1.00	CONS00720	/ AC-INBHG	Internal Beverage Holder w/Rubber Pieces Priced with Contract price of 15% off Troy Products MSRP of $52.50	44.6300	N	44.63
2.00	CONS01276	/ MMBP-25	Magnetic Microphone Mount BP Not on contract / Open market price	29.9900	N	59.98
1.00	CONS00693	/ AC-ARM	Adjustable arm rest mounts to console floor plate. PL 2012-01-01 Contract price of 15% off Troy Products MSRP of $162.75	138.3400	N	138.34
1.00	COMP01282	/ CM-PSUV-SL-LED	Passenger Side Computer mount for a 12+ PI-SUV w/ swing arm Contract price of 15% off Troy Products MSRP of $595.00	505.7500	N	505.75
1.00	COMP01157	/ DS-PAN-112-2	Panasonic Toughbook 30/31 Docking Station Full Port Contract price of 25% off Havis MSRP of $1,243.43	932.5700	N	932.57
1.00	GUNM00391	/ 7010-3030	GR 3 Universal Dual Gunrack Includes Two #2 Key Barrel Locks Contract price of 10% off B&B Enterprises MSRP of $425.00	382.5000	N	382.50
1.00	GUNM00183	/ 7003-3334	High Security Guard, Reversed with Mag Protection. Contract price of 10% off B&B Enterprises MSRP of $149.50	134.5500	N	134.55

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San Luis PD / 2018 PI-SUV / Full Pa		PEO10603	BPY	Feb 21, 2018		NET30

Year	Make	Model	Color	State Contract #
2018	Ford	PI-SUV		AZ State Ford Contract

Qty. Ord.	Item / Vendor Part Number		Description	Unit Price	Tax	Extended Price
1.00	PRIS01136	/ PK1126ITU12SCA	#10XL C COATED POLY PART 12-13 INTERCEPTOR UTILITY W/SCA PB 2013-05-700 Contract price of 15% off Setina MSRP of $849.00	721.6500	N	721.65
1.00	PRIS00917	/ WK0514ITU12	WINDOW BARRIER VS STEEL 11-13 EXPLORER/13-13 INTERCEPTOR UTI PB 2013-05-598 Contract price of 15% off Setina MSRP of $219.00	186.1500	N	186.15
1.00	PRIS00992	/ DK0100ITU12	DOOR PANEL S TPO PLASTIC BLACK 12-13 INTERCEPTOR UTILITY PB 2013-05-632 Contract price of 15% off Setina MSRP of $245.00	208.2500	N	208.25
1.00	PRIS01305	/ FE4502RB	LAGUNA INT. SUV PRISONER SEAT W/ READY BUCKLE AND MESH SCREE Contract price of 10% off Laguna MFG MSRP of $1,209.00	1,088.1000	N	1,088.10
1.00	STOR00641	/ OPC-FIU-18-40-24	Stacked Storage Box with Radio Tray for 13+ PI-SUV Not on contract / Open market price / MSRP $1,701.92	1,489.1800	N	1,489.18
1.00	UTIL01940	/ FI-0000	OPS STORAGE BOX FLOOR BASE FOR 13-* PI SUV Not on contract / Open market price / MSRP $401.47	351.2900	N	351.29
1.00	FLGH00169	/ 25302	SL-20LP WITH 12V DC BLACK NIMH Contract price of 10% off Streamlight MSRP of $ 162.26	146.0600	N	146.06

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San Luis PD / 2018 PI-SUV / Full Pa		PEO10603	BPY	Feb 21, 2018		NET30

Year	Make	Model	Color	State Contract #
2018	Ford	PI-SUV		AZ State Ford Contract

Qty. Ord.	Item / Vendor Part Number		Description	Unit Price	Tax	Extended Price
1.00	INST00134	/ BR0005	Bracket for mounting Flashlight Power on a Chevy Tahoe or a Ford Expedition Not on contract / Open market price	14.9900	N	14.99
1.00	DOME00005	/ ECVDMLTAL00	SOUND OFF WHITE/RED ALL LED DOMELIGHT-UNIVERSAL Contrcat price of 35% off Sound Off MSRP of $81.00	52.6500	N	52.65
1.00	DOME00045	/ ECVDMLTST4G	Universal Interior Cargo LED Dome Light, 6"x3", Gray Contrcat price of 35% off Sound Off MSRP of $34.38	22.3500	N	22.35
1.00	AIRB00064	/ AOI0018	DUAL STAGE AIRBAG SWITCH FRONT PASS. "PLUG IN" W/ADAPTER KIT Contract price of 10% off Pro Gard /AOI MSRP of $239.00	215.1000	N	215.10
1.00	ALAR00187	/ SI240TIH	Secure Idle System for '13 Interceptor Sedan or SUV Not on contract / Open market price / MSRP $155.00	143.1200	N	143.12
1.00	SPEE00478	/ CRS826	Directional Golden Eagle II,Dual antenna, KA band, DCM Not on contract / Open market price / MSRP $3,565.00	2,993.7500	N	2,993.75
1.00	VIDE00513	/ 4RE-STD-GPS-RV	RE, HD DVR W/GPS, W/200GB HDD, Gen2 Not on contract / Open market price / MSRP $5,450.00	5,302.0000	N	5,302.00
1.00	PATC00192	/ PPGEN2	Patrol Power Generation 2 Fuse Module / Power Distribution C	566.2500	N	566.25

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Ship To:

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AEP PHX INSTALL

Reference	PO Number	Customer No.	Salesperson	Order Date	Ship Via	Terms
San Luis PD / 2018 PI-SUV / Full Pa		PEO10603	BPY	Feb 21, 2018		NET30

Year	Make	Model	Color	State Contract #
2018	Ford	PI-SUV		AZ State Ford Contract

Qty. Ord.	Item / Vendor Part Number		Description	Unit Price	Tax	Extended Price
			Contract price of 25% off Patrol Power MSRP of $755.00			
1.00	PATC00196	/ S249-3213	Patrol Power Gen2 Mounting Bracket, Utility Rear Pocket Contract price of 25% off Patrol Power MSRP of $75.00	56.2500	N	56.25
1.00	INST05440	/ AEP-Misc	Shop Supplies Fixed contract price	75.0000	N	75.00
			Shipping $400.00 per vehicle		N	500.00
60.00	LABO90001	/ AEP INSTALL	All Labor Charges to Install all the Above Equipment EVT-Certified Technician Labor Contract Labor Price	47.5000	N	2,850.00
6.50	LABO90001	/ AEP INSTALL	Additional Wiring of Units as per YRCS's Request EVT-Certified Technician Labor Contract Labor Price	47.5000	N	308.75
			*** Customer Supplied Equipment ***			
3.00	INST05685	/ CSM	Three (3) NMOKHFUD Coax Cables	0.0000	N	0.00
2.00	INST05685	/ CSM	Two (2) RFT-1202 TNC Male RG58 Connectors	0.0000	N	0.00
1.00	INST05685	/ CSM	One (1) 081-11BK-1000 Mini UHF RG58 Connectors	0.0000	N	0.00

Quotation continued on next page ...

Quotation

Date	Page
Feb 21, 2018	8
Order Number	
QTE0020847	

Arizona Emergency Products

3433 E Wood St
Phoenix, AZ 85040
Phone: (602) 453-9111
Fax: (602) 453-3743

Sold To:

Peoria Ford
9130 W. Bell Rd.
Peoria, AZ 85382

Ship To:

AEP PHX INSTALL
AEP PHX INSTALL

Reference	PO Number	Customer No.	Salesperson	Order Date	Ship Via	Terms
San Luis PD / 2018 PI-SUV / Full Pa		PEO10603	BPY	Feb 21, 2018		NET30

Year	Make	Model	Color	State Contract #
2018	Ford	PI-SUV		AZ State Ford Contract

Qty. Ord.	Item / Vendor Part Number		Description	Unit Price	Tax	Extended Price
1.00	INST05685	/ CSM	One (1) BMLPVMB / LTE Antennas	0.0000	N	0.00
1.00	INST05685	/ CSM	One (1) GPS-NMO Low Profile GPS Antennas	0.0000	N	0.00
1.00	INST05685	/ CSM	One (1) BMAX7633S 760-870 MHz Antennas	0.0000	N	0.00
1.00	INST05685	/ CSM	One (1) Motorola Interdeck Cables	0.0000	N	0.00
1.00	INST05685	/ CSM	One (1) Motorola Trunion Mounting Bracket	0.0000	N	0.00
1.00	INST05685	/ CSM	One (1) Motorola Radio Speaker	0.0000	N	0.00
1.00	INST05685	/ CSM	One (1) Motorola Radio Power Cables	0.0000	N	0.00
1.00	INST05685	/ CSM	One (1) Motorola Radio Control Head Power Cables	0.0000	N	0.00

Thank you for the opportunity to earn your business

Terms & Conditions:

- Estimates valid for 60 days
- Our installations are backed by a 5-year quality warranty
- Orders will be invoiced upon notification of completion
- Returns subject to 25% restocking fee. No returns on special order items.

SIGNATURE (not required if PO/contract is issued) _____

Parts	**22,235.59**
Labor / Services	**3,158.75**
Trans / Trip / Fee	**0.00**
Shipping	**500.00**
Order Discount	**0.00**
Subtotal	**25,894.34**
Total sales tax	**0.00**
Total order	**25,894.34**

Peoria Ford
9130 W. Bell Rd., Peoria, Arizona, 853823700
Office: 623-977-8888
Fax: 623-877-8372

Customer Proposal

Prepared by:

Chad Welsh
Office: 623-977-8888

Date: 02/27/2018
Vehicle: 2018 Police Interceptor Utility Base AWD
Quote ID: SanLuisK8A

Table of Contents

Description	Page
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Peoria Ford
9130 W. Bell Rd., Peoria, Arizona, 853823700
Office: 623-977-8888
Fax: 623-877-8372

2018 Police Interceptor Utility, Sport Utility
AWD Base(K8A)
Price Level: 820 Quote ID: SanLuisK8A

Selected Options

Code	Description
Base Vehicle	
K8A	Base Vehicle Price (K8A)
Packages	
500A	Order Code 500A *Includes:* *- Engine: 3.7L V6 Ti-VCT FFV* *- Transmission: 6-Speed Automatic* *- 3.65 Axle Ratio* *- GVWR: 6,300 lbs* *- Tires: P245/55R18 AS BSW* *- Wheels: 18" x 8" 5-Spoke Painted Black Steel* *Includes center caps and full size spare.* *- Unique HD Cloth Front Bucket Seats w/Vinyl Rear* *Includes driver 6-way power track (fore/aft.up/down, tilt with manual recline, 2-way manual lumbar, passenger 2-way manual track (fore/aft. with manual recline) and built-in steel intrusion plates in both front seatbacks.* *- Radio: MyFord AM/FM/CD/MP3 Capable* *Includes clock, 6 speakers and 4.2" color LCD screen center-stack Smart Display.*
Powertrain	
99R	Engine: 3.7L V6 Ti-VCT FFV
44C	Transmission: 6-Speed Automatic
STDAX	3.65 Axle Ratio
STDGV	GVWR: 6,300 lbs
Wheels & Tires	
STDTR	Tires: P245/55R18 AS BSW
STDWL	Wheels: 18" x 8" 5-Spoke Painted Black Steel *Includes center caps and full size spare.*
Seats & Seat Trim	
9	Unique HD Cloth Front Bucket Seats w/Vinyl Rear *Includes driver 6-way power track (fore/aft.up/down, tilt with manual recline, 2-way manual lumbar, passenger 2-way manual track (fore/aft. with manual recline) and built-in steel intrusion plates in both front seatbacks.*
Other Options	
113WB	113" Wheelbase
PAINT	Monotone Paint Application
STDRD	Radio: MyFord AM/FM/CD/MP3 Capable *Includes clock, 6 speakers and 4.2" color LCD screen center-stack Smart Display.*
86T	Tail Lamp/Police Interceptor Housing Only

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Selected Options (cont'd)

Code	Description
	Pre-existing holes with standard twist lock sealed capability (does not include LED installed lights) (eliminates need to drill housing assemblies).
51R	Driver Only LED Spot Lamp (Unity)
53M	SYNC Basic (Voice-Activated Communications System) *Includes single USB port and single auxiliary audio input jack.*
55F	Remote Keyless Entry Key Fob w/o Key Pad *Does not include PATS. Includes 4-key fobs. Key fobs are not fobbed alike when ordered with Keyed-Alike.*
17A	Aux Air Conditioning
Interior Colors	
9W_01	Charcoal Black
Primary Colors	
YZ_02	Oxford White

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Selected Equipment & Specs

Dimensions

* Exterior length: 197.1"
* Exterior width: 78.9"
* Exterior height: 69.2"
* Wheelbase: 112.6"
* Front track: 67.0"
* Rear track: 67.0"
* Turning radius: 19.4'
* Min ground clearance: 6.5"
* Max ground clearance: 8.5"
* Front legroom: 40.6"
* Rear legroom: 41.6"
* Front headroom: 41.4"
* Rear headroom: 40.1"
* Front hiproom: 57.3"
* Rear hiproom: 56.8"
* Front shoulder room: 61.3"
* Rear shoulder room: 60.9"
* Passenger volume: 118.4cu.ft.
* Approach angle: 19.7 deg
* Departure angle: 21.7 deg
* Cargo volume: 48.1cu.ft.
* Cargo volume seats folded: 85.1cu.ft.
* Maximum cargo volume: 85.1cu.ft.

Powertrain

* 304hp 3.7L DOHC 24 valve V-6 engine with variable valve control, SMPI
* Recommended fuel : regular unleaded
* ULEV II
* 6 speed automatic transmission with overdrive
* All-wheel drive
* Fuel Economy City: 16 mpg
* Fuel Economy Highway: 21 mpg
* Capless fuel filler

Suspension/Handling

* Front independent strut suspension with anti-roll bar, gas-pressurized shocks
* Rear independent multi-link suspension with anti-roll bar, gas-pressurized shocks
* Electric power-assist rack-pinion Steering
* Front and rear 18 x 8 black steel wheels
* P245/55WR18 BSW AS front and rear tires

Body Exterior

* 4 doors
* Driver and passenger power remote, manual folding door mirrors
* Black door mirrors
* Lip rear spoiler
* Body-coloured bumpers
* Front and rear 18 x 8 wheels

Convenience

* Manual air conditioning with air filter
* Rear HVAC
* Auxiliary rear heater
* Cruise control with steering wheel controls
* Power windows
* Driver and passenger 1-touch up
* Driver and passenger 1-touch down
* Remote power door locks with illuminated entry
* Manual tilt steering wheel
* Day-night rearview mirror
* Power adjustable pedals
* Wireless phone connectivity
* 1 1st row LCD monitor
* Dual visor mirrors
* Driver and passenger door bins

Seats and Trim

* Seating capacity of 5
* Front bucket seats
* 8-way 6-way power driver seat adjustment
* Manual driver lumbar support
* Power height adjustable driver seat
* 4-way passenger seat adjustment
* 60-40 folding rear split-bench seat
* Cloth seat upholstery
* Metal-look instrument panel insert

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Selected Equipment & Specs (cont'd)

Entertainment Features

* AM/FM stereo radio
* MP3 decoder
* SYNC external memory control
* 6 speakers
* Integrated roof antenna
* Single CD player
* Auxiliary audio input
* Steering wheel mounted radio controls
* Wireless streaming

Lighting, Visibility and Instrumentation

* LED low beam aero-composite headlights
* Variable intermittent front windshield wipers
* Fixed interval rear windshield wiper
* Fixed rearmost windows
* Front and rear reading lights
* Camera(s) - rear with washer
* Trip computer
* LED brakelights
* Speed sensitive wipers
* Rear window defroster
* Deep tinted windows
* Tachometer
* Low tire pressure warning
* Trip odometer

Safety and Security

* 4-wheel ABS brakes
* 4-wheel disc brakes
* ABS and driveline traction control
* Dual seat mounted side impact airbag supplemental restraint system
* Airbag supplemental restraint system occupancy sensor
* Manually adjustable front head restraints
* Brake assist with hill hold control
* AdvanceTrac w/Roll Stability Control Electronic stability control
* Dual front impact airbag supplemental restraint system
* Safety Canopy System curtain 1st and 2nd row overhead airbag supplemental restraint system
* Power remote door locks with

Dimensions

General Weights			
Curb	4639 lbs.	GVWR	6300 lbs.
General Trailering			
Towing capacity	2000 lbs.	GCWR	7110 lbs.
Fuel Tank type			
Capacity	18.6 gal.	Capless fuel filler	Yes
Off Road			
Approach angle	20 deg	Departure angle	22 deg
Ramp breakover angle	16 deg	Min ground clearance	6 "
Max ground clearance	8 "	Load floor height	31 "
Interior cargo			
Cargo volume	48.1 cu.ft.	Cargo volume seats folded	85.1 cu.ft.
Maximum cargo volume	85.1 cu.ft.		

Powertrain

Engine Type			
Block material	Aluminum	Cylinders	V-6
Head material	Aluminum	Ignition	Electronic
Injection	Sequential MPI	Liters	3.7L

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Selected Equipment & Specs (cont'd)

Orientation	Transverse	Recommended fuel	Regular unleaded
Valves per cylinder	4	Valvetrain	DOHC
Variable valve control	Yes		
Engine Spec			
Bore	3.76"	Compression ratio	10.8:1
Displacement	227 cu.in.	Stroke	3.41"
Engine Power			
Output	304 HP @ 6,500 RPM	Torque	279 ft.-lb @ 4,000 RPM
Alternator			
Type	HD	Amps	220
Battery			
Amp hours	78	Cold cranking amps	750
Type	HD		
Engine Extras			
Oil cooler	Yes	Radiator	HD
Transmission			
Electronic control	Yes	Lock-up	Yes
Overdrive	Yes	Speed	6
Type	Automatic		
Transmission Gear Ratios			
1st	4.484	2nd	2.872
3rd	1.842	4th	1.414
5th	1	6th	0.742
Reverse Gear ratios	2.882		
Transmission Extras			
Oil cooler	Regular duty		
Drive Type			
4wd type	Automatic full-time	Type	All-wheel drive
Drive Feature			
Traction control	ABS and driveline	Locking hub control	Permanent
Drive Axle			
Ratio	3.65		
Exhaust			
Material	Stainless steel	System type	Dual
Emissions			
CARB	ULEV II	EPA	Tier 2 Bin 5
fuel Economy			
City	16 mpg	Highway	21 mpg
Fuel type	Gasoline		
Fuel Economy (Alternate 1)			
Fuel type	E85		

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Selected Equipment & Specs (cont'd)

Acceleration

0-60 mph (s)	6.54		

1/4 Mile

Seconds	14.7	Speed	92 mph

Skid Pad

Lateral acceleration (g)	0.8		

Slalom

Speed	56 mph		

Driveability

Brakes

ABS	4-wheel	ABS channels	4
Type	4-wheel disc	Vented discs	Front

Brake Assistance

Brake assist	Yes	Hill hold control	Yes

Suspension Control

Ride	Regular	Electronic stability control	Stability control with anti-roll

Front Suspension

Independence	Independent	Type	Strut
Anti-roll bar	Regular		

Front Spring

Type	Coil	Grade	Regular

Front Shocks

Type	Gas-pressurized		

Rear Suspension

Independence	Independent	Type	Multi-link
Anti-roll bar	Regular		

Rear Spring

Type	Coil	Grade	Regular

Rear Shocks

Type	Gas-pressurized		

Steering

Activation	Electric power-assist	Type	Rack-pinion

Steering Specs

# of wheels	2		

Exterior

Front Wheels

Diameter	18"	Width	8.00"

Rear Wheels

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Selected Equipment & Specs (cont'd)

Diameter	18"	Width	8.00"
Spare Wheels			
Wheel material	Steel		
Front and Rear Wheels			
Appearance	Black	Material	Steel
Covers	Hub		
Front Tires			
Aspect	55	Diameter	18"
Sidewalls	BSW	Speed	W
Tread	AS	Type	P
Width	245mm		
Rear Tires			
Aspect	55	Diameter	18"
Sidewalls	BSW	Speed	W
Tread	AS	Type	P
Width	245mm		
Spare Tire			
Mount	Inside under cargo	Type	Full-size
Wheels			
Front track	67.0"	Rear track	67.0"
Turning radius	19.4'	Wheelbase	112.6"
Body Features			
Rear spoiler	Lip	Body material	Galvanized steel/aluminum
Side impact beams	Yes		
Body Doors			
Door count	4	Left rear passenger	Conventional
Right rear passenger	Conventional	Rear cargo	Liftgate
Exterior Dimensions			
Length	197.1"	Body width	78.9"
Body height	69.2"	Axle to end of frame	46.5"
Rear door opening height	32.5"	Rear door opening width	46.6"

Safety

Airbags			
Driver front-impact	Yes	Driver side-impact	Seat mounted
Occupancy sensor	Yes	Overhead	Safety Canopy System curtain 1st and 2nd row
Passenger front-impact	Yes	Passenger side-impact	Seat mounted
Seatbelt			
Rear centre 3 point	Yes	Height adjustable	Front
Pre-tensioners	Front	Pre-tensioners (#)	2

Seating

Passenger Capacity

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Selected Equipment & Specs (cont'd)

Capacity	5		
Front Seats			
Split	Buckets	Type	Bucket
Driver Seat			
Fore/aft	Power	Height adjustable	Power
Reclining	Manual	Way direction control	8
Lumbar support	Manual	Cushion tilt	Power
Passenger seat			
Fore/aft	Manual	Reclining	Manual
Way direction control	4		
Front Head Restraint			
Control	Manual	Type	Adjustable
Rear Seats			
Descriptor	Split-bench	Facing	Front
Folding	60-40	Folding position	Fold forward seatback
Type	Fixed		
Front Seat Trim			
Material	Cloth	Back material	Vinyl
Rear Seat Trim Group			
Material	Vinyl	Back material	Carpet

Convenience

AC And Heat Type			
Air conditioning	Manual	Rear HVAC	Yes
Air filter	Yes	Underseat ducts	Yes
Auxiliary rear heater	Yes	Headliner/pillar ducts	Yes
Audio System			
CD	Single	CD location	In-dash
MP3 decoder	MP3 decoder	Auxiliary audio input	Yes
Radio	AM/FM stereo	Radio grade	Regular
Seek-scan	Yes	External memory control	SYNC
Audio Speakers			
Speaker type	Regular	Speakers	6
Audio Controls			
Speed sensitive volume	Yes	Steering wheel controls	Yes
Voice activation	Yes	Wireless streaming	Bluetooth yes
Audio Antenna			
Type	Integrated roof		
LCD Monitors			
1st row	1	Primary monitor size (inches)	4.2
Cruise Control			
Cruise control	With steering wheel controls		

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Selected Equipment & Specs (cont'd)

Remote Releases

Cargo access	Power

Convenience Features

Driver foot rest	Yes	Retained accessory power	Yes
12V DC power outlet	2	Adjustable pedals	Power
Wireless phone connectivity	Bluetooth		

Door Lock Activation

Type	Power	Remote	Keyfob (all doors)

Door Lock Type

Rear child safety	Manual	Tailgate/rear door lock	Included with power door locks

Instrumentation Type

Display	Analog

Instrumentation Gauges

Tachometer	Yes	Engine temperature	Yes
Engine hour meter	Yes		

Instrumentation Warnings

Oil pressure	Yes	Engine temperature	Yes
Battery	Yes	Lights on	Yes
Key	Yes	Low fuel	Yes
Low washer fluid	Yes	Door ajar	Yes
Trunk/liftgate ajar	Yes	Service interval	Yes
Brake fluid	Yes	Low tire pressure	Tire specific

Instrumentation Displays

Clock	In-radio display	Systems monitor	Yes
Redundant digital speedometer	Yes	Camera(s) - rear	With washer

Instrumentation Feature

Trip computer	Yes	Trip odometer	Yes

Steering Wheel Type

Material	Urethane	Tilting	Manual

Front Side Windows

Window 1st row activation	Power

Windows Rear Side

2nd row activation	Power	3rd row activation	Fixed

Window Features

1-touch down	Driver and passenger	1-touch up	Driver and passenger
Tinted	Deep		

Front Windshield

Wiper	Variable intermittent	Sun visor strip	Yes
Speed sensitive wipers	Yes		

Rear Windshield

Wiper	Fixed interval	Heating	Wiper park

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Selected Equipment & Specs (cont'd)

Defroster	Yes	Window	Fixed

Interior

Driver Visor			
Mirror	Yes		
Passenger Visor			
Mirror	Yes		
Rear View Mirror			
Day-night	Yes		
Headliner			
Coverage	Full	Material	Cloth
Floor Trim			
Coverage	Full	Covering	Vinyl/rubber
Trim Feature			
Instrument panel insert	Metal-look	Gear shift knob	Urethane
Door panel insert	Metal-look	Interior accents	Metal-look
Lighting			
Dome light type	Fade	Front reading	Yes
Illuminated entry	Yes	Rear reading	Yes
Variable IP lighting	Yes		
Overhead Console Storage			
Storage	Yes	Type	Mini
Storage			
Driver door bin	Yes	Glove box	Locking
Passenger door bin	Yes	Dashboard	Yes
Cargo Space Trim			
Floor	Carpet	Trunk lid/rear cargo door	Plastic
Cargo Space Feature			
Tie downs	Yes	Light	Yes
Cargo tray/organizer	Yes		
Legroom			
Front	40.6"	Rear	41.6"
Headroom			
Front	41.4"	Rear	40.1"
Hip Room			
Front	57.3"	Rear	56.8"
Shoulder Room			
Front	61.3"	Rear	60.9"
Interior Volume			
Passenger volume	118.4 cu.ft.		

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Warranty - Selected Equipment & Specs

Warranty

Basic			
Distance	36000 miles	Months	36 months
Powertrain			
Distance	100000 miles	Months	60 months
Corrosion Perforation			
Distance	Unlimited miles	Months	60 months
Roadside Assistance			
Distance	60000 miles	Months	60 months

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City of YUMA

Purchasing Division
One City Plaza
Yuma, AZ 85364
(928) 373-5114 VOICE
(928) 373-5115 FAX
(928) 373-5149 TTY
www.YumaAz.gov

ADDENDUM

DATE: ***Monday, December 3, 2012***
TO: ***BID NO 2013-20000119 – Police Vehicles - Fully Equipped Utility Package***
FROM: ***PURCHASING – Mary Roman***
SUBJECT: ***ADDENDUM NO. 3***

NOTE: VENDOR MUST ACKNOWLEDGE RECEIPT OF THIS ADDENDUM BELOW AND RETURN WITH BID FORM.

Clarification

When all bids have been reviewed and accepted by the City, a Pre-Manufacturer Meeting will be held to review with the awarded vendor and the outfitter with all the accessories that are to be installed in the vehicles.

Attachments

Attachment A – Light Bar Drawing
Attachment B - Pre-Bid Meeting Sign In Sheet – Dated November 28, 2012

Questions and Answers

Question #1) We need clarification on the Radio mounting plate. The bid calls for Motorola APX-05 is this the radio that will be installed? I am asking this question because one of the suppliers wants to make sure to supply the correct mounts.
Answer #1) ***Yes, the radios are APX6500 with a 05 control head.***

Question #2) *Can* the City of Yuma provide a light bar drawing? (6.36)
Answer #2) ***Yes, see attachment A.***

Question #3) Does the City of Yuma want a 48.5 inch or a 54 inch light bar? (6.36)
Answer #3) ***48.5 inch. If submitting an equal light bar should be sized appropriate to fit the bid vehicle without extending past the edge of the roof line and encompass specified warning light package as stated in bid specs.***

Question #4) Does the City of Yuma want the park kill option? (6.23 and 6.40)
This will shut off the Opticom while the warning lights are still on. I was able to confirm that the new version CenCom siren has a built in park kill module. I was also able to confirm with Charlotte Young (the local Whelen Rep) that the new version CenCom siren will be available to Ford after December 15th, 2012. This siren will support the Duo light bar

Answer #4) ***Park – kill module.***

Question #5 Does the City of Yuma want the roof coax cables to be installed while the headliner is down for the light bar installation and before the partition and rear seat is installed? If so will the City of Yuma be providing these coax cables?

Answer #5) ***Yes and the City will supply the cables.***

Question #6) Does the City of Yuma want any extra power supply cables to be installed for the future installation of other equipment by the City of Yuma? Like the two radios, MDC's, Radar and Camera systems. If so, does the City of Yuma have a preference to any type of wire harness?

Answer #6) ***Patrol Power or equal.***

Question #7) Does the City of Yuma want a secondary partition installed behind the prisoner seat (6.42 and 6.43). The seat that is specified in 6.43 includes a solid polycarbonate upper section with the seat.

Answer #7) ***Seat should be a single unit – heavy duty ABS back / polycarbonate clear.***

Question #8) Will the City of Yuma require any air bag cut off switches?

Answer #8) ***No.***

Question #9) Page 15 - 6.14 – Standard tinted glass for driver area / rear passenger area / cargo area

Answer #9) ***Factory tinted.***

Question #10) Page 15 - 6.20 – Rear view back-up camera with full color, real time imaging via the rear view mirror. Wire or wireless

Answer #10) ***Wire.***

Question #11) Page 15 – 6.23 – Auxiliary control buttons mounted on steering wheel capable of being programmed to operate installed emergency warning equipment.

Answer #11) ***Per Addendum #2 – Answer #2 - Auxiliary control buttons mounted on steering wheel capable of being programmed to operate installed emergency warning equipment.***

Question #12) Page 14 – 6.8 – Front six way power adjustable cloth seats with manual or power adjustable lumbar support.

Answer #12) ***Driver side.***

Question #13) Clarification on Question #1 – Addendum #2 - In the specifications the bid calls for a 800cca battery. Is this an item that we can be flexible on? The standard battery in our product is 750cca with a 220 amp alternator. Should I bid it with both as an extra cost item or will 750cca be acceptable?

Answer #13) 750cca will be acceptable.

Question #14) Page 14 – 6.6 – All vehicles keyed alike (fleet keyed)

Answer #14) Vendor to provide two keys for each vehicle and all keys must be keyed alike.

Question #15) Vehicles to be pre-wired before being outfitted with cage.

Answer #15) Yes, awarded vendor should run the antenna cables prior to installing the cage. The following is the part number of the "NMO Style" antenna cable that should be installed:

NMOKHFUD made by Larsen

Vendor will need one for radio, one for the MDC cell card, and one for the WLAN. City of Yuma will attach the actual antenna.

In addition vehicles will need a GPS antenna and cabling installed in each vehicle.

The radio controller will be mounted in the rear cargo area of the vehicle with the radio head mounted in the Havis center console. MDC cell card cabling and WLAN cabling will both terminate in the Havis center console with all excess cabling left uncut.

Question #16) Page 16 – 6.38 – Two incandescent spot lights. One mounted on driver's side and one on passenger side A pillars.

Answer #16) Yes, vehicles will use the incandescent lighting.

Mary E. Roman

Mary E. Roman
Buyer

Company Name: _____

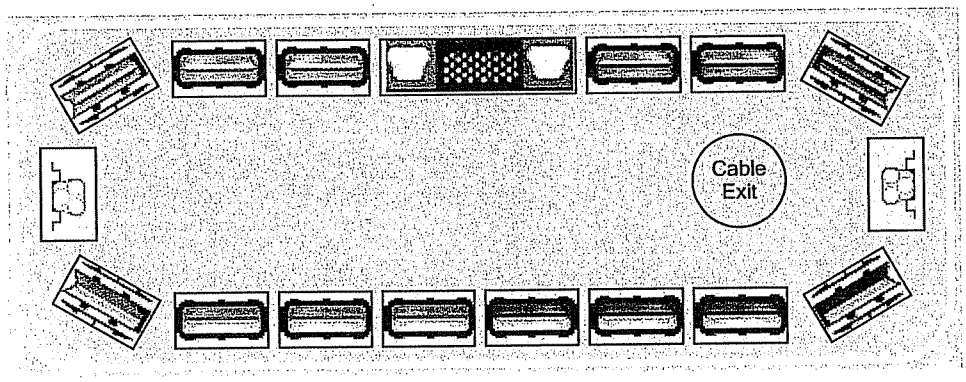
Contact Person: _____ ***Signature*** _____

Phone Number: ( ) _____ ***Fax Number: ( )*** _____

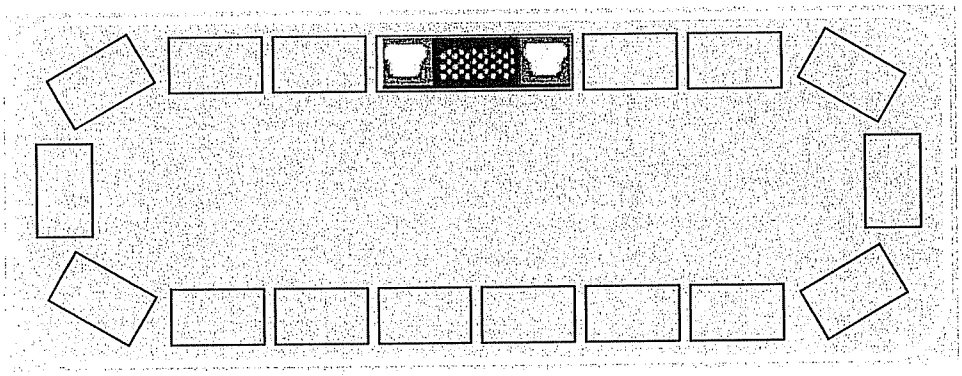
E-mail Address: _____

ATTACHMENT A

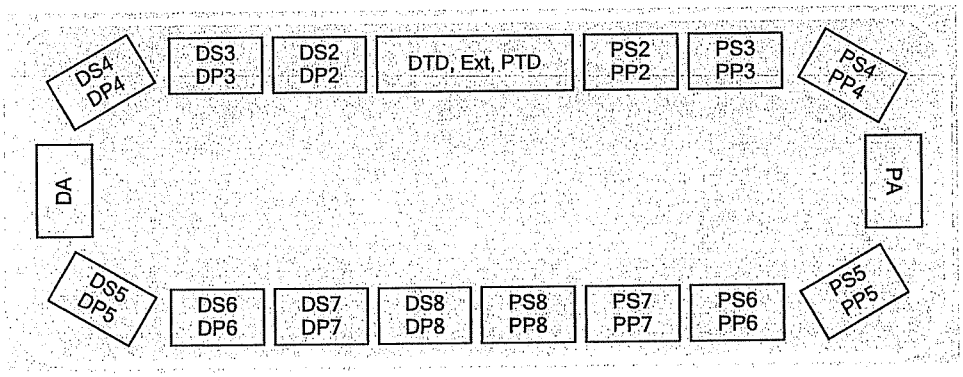
Configuration



Lenses



Wecan Lightbar Mapping



Input 1:
Empty

Sign-In Sheet for Pre-Bid Meeting
RFP #2013-20000119 – Police Vehicles Fully Equipped Utility Package
City Hall – One City Hall – Conference Room #136
Wednesday - November 28, 2012 9:00 AM

	PRINT NAME	COMPANY	PHONE	E-MAIL
1.	Brian Yox	Arizona Emergency Prods	602-531-9227	brian-yox@sonic11NA.com
2.	LLOYD COVANT	SANTAN FORD	602 684-5500	LLOYDCOVANT@SANTANFORD.com
3.	KEVIN CALLAHAN	Auto Safety House	520-400-4530	KCALLAHAN@AUTOSAFETYHOUSE.COM
4.	ROD HAMILTON	YPD	928 373-4771	HAMILTONR@YUMAAZ.GOV
5.	Matt Wilhelm	Alexander Ford	928-271-2352	Mnwilhelm@msn.com
6.	EVERETT DAWSON	ALEXANDER FORD	928-919-2032	evnmel@yahoo.com
7.	CHARLIE CANDILL	City of YUMA	928-373-4552	CHARLIE.CANDILL@YUMAAZ.GOV
8.	Mary Roman	COY	928-373-5114	Mary.Roman@YUMAAZ.GOV
9.				
10.				
11.				
12.				
13.				
14.				
15.				
16.				
17.				

Miguel Alvarez

From: edawson@billalexanderford.com
Sent: Monday, December 4, 2017 12:51 PM
To: Roman, Mary - Buyer
Cc: rhancock@billalexanderford.com
Subject: contract 2013-20000119

Mary,

Please accept our offer to extend our current contract 2013-20000119 for 6 months.

Everett Dawson GM
Bill Alexander Ford Lincoln
928-919-2032 cell

AGENDA ITEM REVIEW FORM

Regular City Council Meeting **5.E.**

Meeting Date: 04/11/2018

Department Head: Eulogio Vera, Director of Public Works, Public Works Department

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

Action Requested: Motion

ITEM:

Discussion and possible action on any and all matters regarding the approval of a Pureflow Filtration Division proposals. **(Manuel Rojas, Assistant Director of Public Works)**

SUMMARY:

As previously presented and approved in October of 2017, staff has been working on repairs on the Layne Christensen Company, Manganese Treatment Unit pressure vessels on all the Well Sites. The approved proposals for Layne Christensen Company were not executed because Layne Christensen Company made a tabulation error. The new quote would place the project above the Arizona statutory threshold for bidding procedures. After review, staff contacted Pureflow Filtration Division, a current filtration vendor with the technical expertise to assist with the project.

The project scope remains the same, purchase and installation of new pressure vessel equipment for Well Site #3, Well Site #4, Well Site #6 and filtration media for Well Site #4 and Well Site #6. The project cost with optional 100% solids epoxy system totals $247,995.00. Pureflow offers a 10% discount if the project is done in combination, at the same time, with a final cost of $223,695.00. Staff recommends approving the Pureflow Filtration Division proposals, with progress payment terms as presented. Although Pureflow is under the amount for bidding under state law, it is over the amount of San Luis City Code bidding procedures. Given these circumstances, staff recommends that Council waive formal purchasing procedures which are allowed under San Luis City Code-Purchasing Section 36.01(H).

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO WAIVE FORMAL PURCHASING PROCEDURES FOR THE REASONS PRESENTED AND APPROVE THE PROPOSAL OF PUREFLOW FILTRATION DIVISION IN THE AMOUNT OF $223,695.00.

N/A

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:	Yes
CITY/STATE/FEDERAL FUNDS:	Enterprise Funds
TOTAL:	$223,695.00
BUDGETED AMOUNT:	$240,000.00
AVAILABLE AMOUNT TO TRANSFER:	$0.00
ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE:	Capital Outlay - Equipment 300-302-90000 $282,731.19

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

FY18 approved project for PW Water Division.

300-302-90000 Capital Outlay - Equipment $282,731.19

Attachments

Pureflow Proposal WS#3
Pureflow Proposal WS#4
Pureflow Proposal WS#6
Layne Proposal October 2017

PUREFLOW FILTRATION DIV.
6739 Washington Ave., P.O. Box 469, Whittier, Ca 90608-0469
(800) 926-3426 • (562) 945-3425
FAX (562) 693-5257
info@pfdiv.com • www.pfdiv.com

QUOTATION

TO: City of San Luis
1311 N. 4th Ave
San Luis, AZ 85349

ATTENTION: Manuel Rojas

PHONE: (928) 941-9641

EMAIL: mrojas@cityofsanluis.org

DATE: February 1, 2018

QUOTE NO.: P1801003 - A

SUBJECT: Replacement Filters Well Site 3

REFERENCE: City of San Luis, AZ

WE ARE PLEASED TO OFFER OUR QUOTATION ON THE FOLLOWING

ITEM	QTY	DESCRIPTION	UNIT PRICE	EXTENDED
1	3	Replacement Filter Vessels, 48" Dia. X 60" straight side shell, 75 PSI design pressure, ASME code, coating: Exterior - 3-4 mils DFT of TNEMEC N140 Plus 3-5 mils TNEMEC POLY-U 1074U. Interior - 6-8 mils DFT TNEMEC N140.		
			TOTAL	**$52,000.00**
		Refer to the attached Scope of Supply for a detailed list of the items included in this quotation. **If orders are placed for all three quotations (P1801003 A-C) at the same time, Pureflow will allow a 10% discount on the combined total. The optional adders listed with this quotation are excluded from this discount.**		
		OPTIONAL ADDERS		
2	3	Interior coating upgrade, 100% solids epoxy, 25-30 mil DFT TNEMEC 22 series.	$555.00	$1,665.00
3	3	Cathodic protection including, engineering, entry tube and anode with hardware.	$975.00	$2,925.00

Progress Payment Terms:

1. 10% upon acceptance of this quotation and placement of purchase order.
2. 10% upon return of approved submittal documents.
3. 45% upon release to fabrication.
4. 25% upon shipment or availability of shipment.
5. 10% upon completion of start-up services, or 90 days, whichever occurs first.

NOTE: PRICE(S) DOES (DO) NOT INCLUDE ANY TAX UNLESS SPECIFICALLY NOTED

PAYMENT TERMS: See above

APPROX. DATE OF SHIPMENT: 14 to 16 weeks after submittal approval

EST. SHIPPING WEIGHT: TBD

F.O.B.: Shipping point, freight pre-paid to job site.

PUREFLOW FILTRATION DIV.

By: _____
Archie MacDonald

Please sign and return original copy.
Retain duplicate copy for your records.

ACCEPTED BY: _____

Title Date

IMPORTANT

- **Prices specified herein are exclusive of all taxes unless specifically noted.**
- **This proposal is subject to all terms and conditions printed on face and reverse side.**

ORIGINAL-PLEASE SIGN AND RETURN

White - **Original** Please sign and return 2nd White - **Customer Copy** Retain for your records Yellow - **Representative Copy** Pink - **Pureflow Copy**

PUREFLOW FILTRATION DIV.
QUOTATION
STANDARD TERMS AND CONDITIONS OF SALE

1. **AGREEMENT**. The terms and conditions set forth below and on the front side hereof constitute the entire Agreement between the customer named on the front side hereof ("Buyer") and Pureflow Filtration Div., a division of California Environmental Controls, Inc., a California corporation ("Seller").

2. **TERMS OF SALE**. (a) TAXES: Unless specifically provided on the front side hereof, prices specified herein on the Goods are exclusive of all local, state, and federal taxes including without limitation taxes on manufacturing, sales, receipts, gross income, occupation, use and all similar taxes, or other taxes of any nature. Wherever applicable, such taxes will be invoiced as a separate charge which Buyer agrees to pay the Seller. (b) TERMS OF PAYMENT: Net cash due upon receipt of invoice, unless noted on front side of this quotation, to approved credit accounts. The Buyer agrees to pay Seller an additional charge of one and one-half percent (1 and 1/2%) per month (or such lesser amount equal to the maximum rate permitted by law) on any invoices not paid according to these terms. (c) SECURITY INTEREST: Until payment in full of the purchase price therein specified, Seller reserves a security interest in the goods securing payment of such purchase price. (d) DELIVERY: Prices quoted are f.o.b. point of origin of shipments unless shipping is specifically included in price offered on front page. Prices include domestic packing for rail or commercial shipments only. Shipment and delivery dates are estimates based upon schedules of Seller's suppliers and are computed from the time of settlement of all details and receipt of full approval of drawings where drawing approval is required. (e) Field Supervision: Unless specifically provided on the front side hereof, no installation assistance or field supervision by Seller is included in the terms and conditions of this Agreement.

3. **ENTIRE AGREEMENT.** This agreement supersedes all previous representations, statements, promises, agreements or understandings, written or otherwise. This Agreement is intended by the parties as a final expression of their understanding and no casual or prior dealings shall be relevant to explain any of the terms or conditions hereof. The Seller shall not be bound by any agent's or employee's representations, promises, statements or inducements not set forth in the Agreement. If any inconsistency exists between any typed or handwritten materials on the front hereof and these Standard Terms and Conditions, the former shall be controlling.

4. **ACCEPTANCE.** This quotation is an offer upon the terms and conditions herein specified. Acceptance by the Buyer may be effected by signing a copy of this quotation where specified and returning same to the Seller, or by the Buyer issuing a purchase order and delivering same to the Seller, which shall constitute Buyer's acceptance of this quotation and all of the terms and conditions herein specified. Acceptance of this offer is limited to its terms. Acceptances or confirmation which state additional or different terms from this offer shall be operative as acceptances; provided, however, that all such additional or differing terms shall be deemed material alterations within the meaning of Section 2207 (2) (b) of the California Commercial Code, and notice of objection to them pursuant to Section 2207 (2) (c) of the California Commercial Code is hereby given.

5. **CANCELLATION.** Orders may be cancelled by the Buyer only with Seller's written consent and upon payment of reasonable and proper cancellation charges, including factory costs and expenses.

6. **INSPECTION.** Buyer agrees to inspect the goods, supplies, merchandise and material covered hereby ("Goods") immediately upon their receipt by Buyer, secure a written acknowledgement from the delivering carrier as to any loss or damage and within three (3) business days of their receipt to give written notice to the Seller of any claim that the Goods do not conform with the terms of the Agreement. Failure to make such a claim within the stated period shall constitute an irrevocable acceptance of the Goods and an admission that they fully comply with all of the terms and conditions of the Agreement. Buyer expressly waives any right it may have to revoke acceptance after such three (3) day period.

7. **DELAYS.** Seller shall not be liable for any delays or failures in making shipments or deliveries caused by any contingency beyond Seller's control, or the control of Seller's suppliers or manufacturers, including without limitation failures or delays brought about by, caused by or in any manner arising from (i) labor conditions including strikes and shortages of labor, (ii) shortages of fuel, power, material or supplies, (iii) transportation delays, (iv) acts of God, fires, floods or weather problems, (v) damage to, or destruction in whole or in part of Goods, vehicles or manufacturing plants, (vi) accidents, or (vii) riots, government interference, embargos, regulations, war, insurrection or terrorist acts. The non-occurrence of the above contingencies with respect to Seller, its suppliers and manufacturers is a basic assumption of this agreement.

8. **DELAY IN INSTRUCTIONS.** Buyer agrees to furnish complete shipping instructions in such a manner as to reach the Seller at its main office ten (10) days before the date for any shipment specified herein. Buyer's failure to so furnish complete shipping instructions shall, without notice, automatically extend the shipping date from day to day until the Buyer furnishes complete shipping instructions, or until the Seller exercises its right to terminate the Agreement.

9. **RISK OF LOSS.** Unless Buyer and Seller specifically agree in writing to modify the terms of Paragraph 2. (d), above, all risk or loss shall pass to the Buyer when Goods are delivered by Seller to the carrier. In the event that Buyer and Seller agree in writing that the Goods are sold f.o.b. destination, Seller's responsibility for loss or damage terminates upon tender of delivery to Buyer by the carrier and the written acknowledgement and claims procedure provided for in Paragraph 4, above, shall be a precondition to any claim by Buyer for loss of damage in transit.

10. **RETURNS**. In no case are any Goods to be returned to Seller without first obtaining the written permission of Seller, which permission Seller may refuse to give at Seller's sole discretion. Only standard unused Goods as currently manufactured or inventoried by Seller which have been invoiced to Buyer within the previous ninety (90) days will be considered by Seller for return. Special items manufactured to order may not be returned under any circumstances. Goods which Seller accepts for return and credit will, in any event, be subject to a minimum handling and service charge of 25% plus all transportation charges. All returned Goods, if Seller accepts the return thereof, must in any case be securely packaged and shipped, freight prepaid, and the risk of loss shall remain with Buyer until the Seller actually receives the Goods.

11. **DEFAULTS.** In the event Buyer fails to comply with any of the terms of the Agreement or becomes bankrupt or insolvent or Buyer's financial condition becomes impaired or unsatisfactory to Seller, Seller may do any or all of the following: (a)Terminate the Agreement upon written notice thereof to Buyer without prejudice to Seller's rights to receive any amount then due under the Agreement; (b) Withhold all further deliveries under the Agreement; (c) require that Buyer pay for all future shipments in advance or provide other satisfactory security or guarantees to Seller that all existing and future invoices will be paid on or before their due dates; (d) Make partial shipments only to Buyer, which Buyer agrees to accept; (e) Recall any Goods then in transit and retake the same and repossess all Goods which may be stored with Seller in which case Buyer consents that all Goods so recalled, retaken or repossessed shall become the absolute property of Seller, provided that Buyer is given full credit therefor; (f) Upon written notice to Buyer revise the stated credit terms, if any, contained in this Agreement; (g) Without limitation, exercise any rights or remedies available to Seller under the Uniform Commercial Code as in force and effect on the date of the Agreement; or (h) Without limitation, exercise any other rights or remedies available to Seller under any applicable federal, state or local law.

12. **ATTORNEY'S FEES.** In the event of a default by Buyer of any of the terms or conditions of the Agreement, Buyer agrees to pay all costs of collection and enforcement incurred by Seller including, without limitation, Seller's reasonable attorney's fees and court costs.

13. **RETENTION LIMITATION.** Retention, if any is accepted by Pureflow Filtration Div., shall be limited to a maximum of ten percent (10%) of the contract price. All monies retained shall be paid, in full, upon successful "start-up" of the equipment supplied, or ninety (90) days after shipment of said goods, whichever date first occurs. The payment of monies retained under the terms of this paragraph is not conditioned upon any factors, issues, events or contingencies which are not specifically delineated in this quotation. The right of Pureflow Filtration Division to payment is NOT subject to any payment provisions enforced upon Buyer by the terms of any other contract with either Pureflow or a third party.

14. **CONSEQUENTIAL / LIQUIDATED DAMAGES.** The Buyer agrees that notwithstanding the form in which any legal or equitable action, proceeding or position may be brought or asserted by Buyer against Seller including without limitation claims based upon actual or alleged delays or breaches of warranty, that Seller's liability, if any, arising out of or in any way related to this Agreement, shall be limited to actual money damages in an amount not to exceed the total amount actually paid for the Goods by Buyer. Buyer further agrees that seller shall not, in any event, be liable for indirect, special, consequential or liquidated damages or penalties, whether based upon contract, warranty, tort, or negligence.

15. **PROPRIETARY MATERIAL.** All drawings, patterns, specifications, and information included in this proposal, and all information otherwise supplied by Pureflow Filtration Div. relating to the design, erection, operation, and maintenance of the goods, including filter media and all treatment processes, is the proprietary and / or confidential material or information of Pureflow Filtration Div. Purchaser shall not disclose such material or information to others or allow others to use such material or information without express written permission from an officer of Pureflow Filtration Div.

16. **GOVERNING LAW / CONSENT TO JURISDICTION.** (a) The terms and conditions set forth herein shall be construed under and in accordance with the laws of the State of California. The parties hereto consent to the jurisdiction and venue of any court of general jurisdiction in the Southeast District of Los Angeles County and the United States District Court for the Central District of California, with respect to any proceedings arising out of or in connection with the Agreement or any purchase hereunder, and further agree that mailing to either party by certified or registered mail shall constitute lawful and valid service of process. (b) No Waiver: No waiver by Seller of any default by Buyer shall be deemed a waiver of any subsequent default by Buyer. (c) Severability: Should any of the terms or conditions of the Agreement be declared invalid or unenforceable, it shall not affect the validity or enforceability of any of the remaining terms and conditions.

17. **VALIDITY**. The price quoted is firm for thirty (30) days, unless otherwise identified on the front of this quotation.

18. **ERRORS.** Pureflow Filtration Div. California Environmental Controls, Inc. reserves the right to correct or identify any stenographic or clerical errors in the quotation without any liability to Pureflow Filtration Div. California Environmental Controls, Inc.

19. **TECHNICAL ADVICE.** Upon Buyer's request, Seller may furnish technical advice with reference to the use of the material sold hereunder, to such extent as Seller has such information conveniently available; however, it is expressly agreed that there is no obligation to furnish any such advice, and that if any advice or assistance is furnished, which will be without charge, it shall be given and accepted at Buyer's risk, and Seller shall not be responsible or liable for the advice or assistance given or results thereof.

20. **WARRANTIES:** Except as provided below, Seller warrants that equipment or parts thereof delivered hereunder meet Sellers' standard specification for the equipment or parts, or such other specifications as have been expressly made as part of this Agreement. Equipment and parts sold, but not manufactured, by Seller are warranted to the extent of the manufacturer's original warranty. THERE ARE NO OTHER WARRANTIES, EXPRESSED OR IMPLIED. SELLER MAKES NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE BUYER WILL MAKE NO WARRANTY OR MODIFY ANY EXISTING WARRANTY TO ANY CUSTOMER BEYOND ANY WARRANTY STATED BY SELLER'S SPECIFICATIONS. NO LIABILITY WILL RESULT TO EITHER PARTY FROM DELAY IN PERFORMANCE OR NON-PERFORMANCE CAUSED BY CIRCUMSTANCES BEYOND THE CONTROL OF THE PARTY AFFECTED. THE MEASURE OF DAMAGES RECOVERABLE BY BUYER SHALL NOT EXCEED THE PURCHASE PRICE PAID BY BUYER TO SELLER. THIS IS BUYER'S SOLE REMEDY AGAINST SELLER. SELLER SHALL NOT BE LIABLE FOR ANY INDIRECT OR PROSPECTIVE, CONSEQUENTIAL OR SPECIAL DAMAGES NOTWITHSTANDING THE FOREGOING. NO EQUIPMENT OR PARTS SHALL BE RETURNED WITHOUT INSTRUCTIONS FROM SELLER'S HOME OFFICE.

SCOPE OF SUPPLY

FOR

PUREFLOW FILTRATION QUOTATION No. P181003 - A

DATE: FEBRUARY 1, 2018

FOR

CITY OF SAN LUIS

SAN LUIS, AZ

REPLACEMENT FILTER VESSELS

FOR

WELL SITE 3

REPRESENTATIVE

REACO ASSOCIATES, LLC

LITCHFIELD, AZ

PUREFLOW FILTRATION DIV.

Customer:	City of San Luis, AZ	Date:	February 1, 2018
Project:	Replacement Filter Vessels (Well Site 3)	Page:	1 of 2
File Number:	P-1801003 - A		

SCOPE OF SUPPLY

REPLACEMENTS FILTER VESSELS WELL SITE 3

ITEM	QTY	DESCRIPTION

I. PRESSURE VESSEL

1	3	FILTER VESSELS, EACH INCLUDING THE FOLLOWING: o ASME CODE, 75 PSI DESIGN PRESSURE o 48” DIAMETER x 60” STRAIGHT SIDE SHELL, VERTICAL o INTERNAL EPOXY COATING (6 - 8 MILS), NSF61 o EXTERNAL EPOXY PRIMER (3 - 4 MILS)

II. SUBMITTALS

2	1	ELECTRONIC SUBMITTAL DOCUMENTS, INCLUDING: o DRAWINGS

III. START-UP, INSPECTION AND TRAINING

3	LOT	START-UP, ONE (1) TRIP, TWO (2) ONSITE DAYS

IV. SUBMITTAL DELIVERY

4	LOT	6 TO 8 WEEKS AFTER RECEIPT OF PURCHASE ORDER

V. APPROXIMATE DATE OF SHIPMENT

5	LOT	14 TO 16 WEEKS AFTER RELEASE TO FABRICATION

Customer:	City of San Luis, AZ	Date:	February 1, 2018
Project:	Replacement Filter Vessels (Well Site 3)	Page:	2 of 2
File Number:	P-1801003 - A		

ITEM QTY DESCRIPTION

VI. THE FOLLOWING ITEMS ARE NOT INCLUDED IN THIS SCOPE OF SUPPLY:

- OFFLOADING
- STORAGE
- EQUIPMENT INSTALLATION
- CONCRETE / REBAR (SUB-BASE IN EACH FILTER) (BY CONTRACTOR)
- MEDIA INSTALLATION
- TAXES
- PERMITS
- INTERNALS (SAN LUIS TO REUSE EXISTING INTERNALS)

VII. WARRANTY

Pureflow Filtration Div. warranties equipment to be free from defects in material and workmanship for a period of eighteen (18) months from the date of shipment or twelve (12) months from the date of installation. No other express or implied warranty is given, and the seller makes no warranty of merchantability and there are no warranties which extend beyond the description on the face thereof.

Pureflow Filtration Div. has inspected the existing filter vessels and subsequently notified the City of San Luis that the original minimal coating specification and the potential for accelerated corrosion due to the absence of an adequate ground and / or cathodic protection could lead to a failure in the replacement filters similar to the filters currently onsite. Therefore, Pureflow Filtration cannot extend their standard warranty as stated above unless the City of San Luis takes appropriate measure to protect the replacement filter vessels from these situations.

ADDITIONAL NOTES:

1. This quotation includes only equipment specifically mentioned herein and does not include, or infer inclusion of, any additional equipment, piping, valves, wiring, installation, or services etc., regardless of its relation to the quoted equipment.

2. Vessels will be provided without internals. San Luis will reuse the existing splash plate, lower hub and laterals. These items will be installed by San Luis after the vessels are delivered to the job site.

PUREFLOW FILTRATION DIV.
6739 Washington Ave., P.O. Box 469, Whittier, Ca 90608-0469
(800) 926-3426 • (562) 945-3425
FAX (562) 693-5257
info@pfdiv.com • www.pfdiv.com

QUOTATION

TO: City of San Luis
1311 N. 4th Ave
San Luis, AZ 85349

ATTENTION: Manuel Rojas

PHONE: (928) 941-9641

EMAIL: mrojas@cityofsanluis.org

DATE: February 1, 2018

QUOTE NO.: P1801003 - B

SUBJECT: Replacement Filters Well Site 4

REFERENCE: City of San Luis, AZ

WE ARE PLEASED TO OFFER OUR QUOTATION ON THE FOLLOWING

ITEM	QTY	DESCRIPTION	UNIT PRICE	EXTENDED
1	3	Replacement Filter Vessels, 66" Dia. X 60" straight side shell, 75 PSI design pressure, ASME code, coating: Exterior - 3-4 mils DFT of TNEMEC N140 Plus 3-5 mils TNEMEC POLY-U 1074U. Interior - 6-8 mils DFT TNEMEC N140.		
2	3	Pureflow PM-200M 36" deep pyrolusite media loads. Support media (gravel and garnet) to be approximately 12" above underdrain laterals. Plus one (1) day per site field service for inspection of media loading.		
			TOTAL	**$88,000.00**
		Refer to the attached Scope of Supply for a detailed list of the items included in this quotation. **If orders are placed for all three quotations (P1801003 A-C) at the same time, Pureflow will allow a 10% discount on the combined total. The optional adders listed with this quotation are excluded from this discount.**		
		OPTIONAL ADDERS		
3	3	Interior coating upgrade, 100% solids epoxy, 25-30 mil DFT TNEMEC 22 series.	$555.00	$1,665.00
4	3	Cathodic protection including, engineering, entry tube and anode with hardware.	$975.00	$2,925.00

Progress Payment Terms:

1. 10% upon acceptance of this quotation and placement of purchase order.
2. 10% upon return of approved submittal documents.
3. 45% upon release to fabrication.
4. 25% upon shipment or availability of shipment.
5. 10% upon completion of start-up services, or 90 days, whichever occurs first.

NOTE: PRICE(S) DOES (DO) NOT INCLUDE ANY TAX UNLESS SPECIFICALLY NOTED

PAYMENT TERMS: See above

APPROX. DATE OF SHIPMENT: 14 to 16 weeks after submittal approval

EST. SHIPPING WEIGHT: TBD

F.O.B.: Shipping point, freight pre-paid to job site.

PUREFLOW FILTRATION DIV.

By: _____
Archie MacDonald

Please sign and return original copy.
Retain duplicate copy for your records.

ACCEPTED BY: _____
Title Date

IMPORTANT
- **Prices specified herein are exclusive of all taxes unless specifically noted.**
- **This proposal is subject to all terms and conditions printed on face and reverse side.**

ORIGINAL-PLEASE SIGN AND RETURN

White - **Original** Please sign and return 2nd White - **Customer Copy** Retain for your records Yellow - **Representative Copy** Pink - **Pureflow Copy**

PUREFLOW FILTRATION DIV.
QUOTATION
STANDARD TERMS AND CONDITIONS OF SALE

1. **AGREEMENT**. The terms and conditions set forth below and on the front side hereof constitute the entire Agreement between the customer named on the front side hereof ("Buyer") and Pureflow Filtration Div., a division of California Environmental Controls, Inc., a California corporation ("Seller").

2. **TERMS OF SALE**. (a) TAXES: Unless specifically provided on the front side hereof, prices specified herein on the Goods are exclusive of all local, state, and federal taxes including without limitation taxes on manufacturing, sales, receipts, gross income, occupation, use and all similar taxes, or other taxes of any nature. Wherever applicable, such taxes will be invoiced as a separate charge which Buyer agrees to pay the Seller. (b) TERMS OF PAYMENT: Net cash due upon receipt of invoice, unless noted on front side of this quotation, to approved credit accounts. The Buyer agrees to pay Seller an additional charge of one and one-half percent (1 and 1/2%) per month (or such lesser amount equal to the maximum rate permitted by law) on any invoices not paid according to these terms. (c) SECURITY INTEREST: Until payment in full of the purchase price therein specified, Seller reserves a security interest in the goods securing payment of such purchase price. (d) DELIVERY: Prices quoted are f.o.b. point of origin of shipments unless shipping is specifically included in price offered on front page. Prices include domestic packing for rail or commercial shipments only. Shipment and delivery dates are estimates based upon schedules of Seller's suppliers and are computed from the time of settlement of all details and receipt of full approval of drawings where drawing approval is required. (e) Field Supervision: Unless specifically provided on the front side hereof, no installation assistance or field supervision by Seller is included in the terms and conditions of this Agreement.

3. **ENTIRE AGREEMENT.** This agreement supersedes all previous representations, statements, promises, agreements or understandings, written or otherwise. This Agreement is intended by the parties as a final expression of their understanding and no casual or prior dealings shall be relevant to explain any of the terms or conditions hereof. The Seller shall not be bound by any agent's or employee's representations, promises, statements or inducements not set forth in the Agreement. If any inconsistency exists between any typed or handwritten materials on the front hereof and these Standard Terms and Conditions, the former shall be controlling.

4. **ACCEPTANCE.** This quotation is an offer upon the terms and conditions herein specified. Acceptance by the Buyer may be effected by signing a copy of this quotation where specified and returning same to the Seller, or by the Buyer issuing a purchase order and delivering same to the Seller, which shall constitute Buyer's acceptance of this quotation and all of the terms and conditions herein specified. Acceptance of this offer is limited to its terms. Acceptances or confirmation which state additional or different terms from this offer shall be operative as acceptances; provided, however, that all such additional or differing terms shall be deemed material alterations within the meaning of Section 2207 (2) (b) of the California Commercial Code, and notice of objection to them pursuant to Section 2207 (2) (c) of the California Commercial Code is hereby given.

5. **CANCELLATION.** Orders may be cancelled by the Buyer only with Seller's written consent and upon payment of reasonable and proper cancellation charges, including factory costs and expenses.

6. **INSPECTION.** Buyer agrees to inspect the goods, supplies, merchandise and material covered hereby ("Goods") immediately upon their receipt by Buyer, secure a written acknowledgement from the delivering carrier as to any loss or damage and within three (3) business days of their receipt to give written notice to the Seller of any claim that the Goods do not conform with the terms of the Agreement. Failure to make such a claim within the stated period shall constitute an irrevocable acceptance of the Goods and an admission that they fully comply with all of the terms and conditions of the Agreement. Buyer expressly waives any right it may have to revoke acceptance after such three (3) day period.

7. **DELAYS.** Seller shall not be liable for any delays or failures in making shipments or deliveries caused by any contingency beyond Seller's control, or the control of Seller's suppliers or manufacturers, including without limitation failures or delays brought about by, caused by or in any manner arising from (i) labor conditions including strikes and shortages of labor, (ii) shortages of fuel, power, material or supplies, (iii) transportation delays, (iv) acts of God, fires, floods or weather problems, (v) damage to, or destruction in whole or in part of Goods, vehicles or manufacturing plants, (vi) accidents, or (vii) riots, government interference, embargos, regulations, war, insurrection or terrorist acts. The non-occurrence of the above contingencies with respect to Seller, its suppliers and manufacturers is a basic assumption of this agreement.

8. **DELAY IN INSTRUCTIONS.** Buyer agrees to furnish complete shipping instructions in such a manner as to reach the Seller at its main office ten (10) days before the date for any shipment specified herein. Buyer's failure to so furnish complete shipping instructions shall, without notice, automatically extend the shipping date from day to day until the Buyer furnishes complete shipping instructions, or until the Seller exercises its right to terminate the Agreement.

9. **RISK OF LOSS.** Unless Buyer and Seller specifically agree in writing to modify the terms of Paragraph 2. (d), above, all risk or loss shall pass to the Buyer when Goods are delivered by Seller to the carrier. In the event that Buyer and Seller agree in writing that the Goods are sold f.o.b. destination, Seller's responsibility for loss or damage terminates upon tender of delivery to Buyer by the carrier and the written acknowledgement and claims procedure provided for in Paragraph 4, above, shall be a precondition to any claim by Buyer for loss of damage in transit.

10. **RETURNS**. In no case are any Goods to be returned to Seller without first obtaining the written permission of Seller, which permission Seller may refuse to give at Seller's sole discretion. Only standard unused Goods as currently manufactured or inventoried by Seller which have been invoiced to Buyer within the previous ninety (90) days will be considered by Seller for return. Special items manufactured to order may not be returned under any circumstances. Goods which Seller accepts for return and credit will, in any event, be subject to a minimum handling and service charge of 25% plus all transportation charges. All returned Goods, if Seller accepts the return thereof, must in any case be securely packaged and shipped, freight prepaid, and the risk of loss shall remain with Buyer until the Seller actually receives the Goods.

11. **DEFAULTS.** In the event Buyer fails to comply with any of the terms of the Agreement or becomes bankrupt or insolvent or Buyer's financial condition becomes impaired or unsatisfactory to Seller, Seller may do any or all of the following: (a)Terminate the Agreement upon written notice thereof to Buyer without prejudice to Seller's rights to receive any amount then due under the Agreement; (b) Withhold all further deliveries under the Agreement; (c) require that Buyer pay for all future shipments in advance or provide other satisfactory security or guarantees to Seller that all existing and future invoices will be paid on or before their due dates; (d) Make partial shipments only to Buyer, which Buyer agrees to accept; (e) Recall any Goods then in transit and retake the same and repossess all Goods which may be stored with Seller in which case Buyer consents that all Goods so recalled, retaken or repossessed shall become the absolute property of Seller, provided that Buyer is given full credit therefor; (f) Upon written notice to Buyer revise the stated credit terms, if any, contained in this Agreement; (g) Without limitation, exercise any rights or remedies available to Seller under the Uniform Commercial Code as in force and effect on the date of the Agreement; or (h) Without limitation, exercise any other rights or remedies available to Seller under any applicable federal, state or local law.

12. **ATTORNEY'S FEES.** In the event of a default by Buyer of any of the terms or conditions of the Agreement, Buyer agrees to pay all costs of collection and enforcement incurred by Seller including, without limitation, Seller's reasonable attorney's fees and court costs.

13. **RETENTION LIMITATION.** Retention, if any is accepted by Pureflow Filtration Div., shall be limited to a maximum of ten percent (10%) of the contract price. All monies retained shall be paid, in full, upon successful "start-up" of the equipment supplied, or ninety (90) days after shipment of said goods, whichever date first occurs. The payment of monies retained under the terms of this paragraph is not conditioned upon any factors, issues, events or contingencies which are not specifically delineated in this quotation. The right of Pureflow Filtration Division to payment is NOT subject to any payment provisions enforced upon Buyer by the terms of any other contract with either Pureflow or a third party.

14. **CONSEQUENTIAL / LIQUIDATED DAMAGES.** The Buyer agrees that notwithstanding the form in which any legal or equitable action, proceeding or position may be brought or asserted by Buyer against Seller including without limitation claims based upon actual or alleged delays or breaches of warranty, that Seller's liability, if any, arising out of or in any way related to this Agreement, shall be limited to actual money damages in an amount not to exceed the total amount actually paid for the Goods by Buyer. Buyer further agrees that seller shall not, in any event, be liable for indirect, special, consequential or liquidated damages or penalties, whether based upon contract, warranty, tort, or negligence.

15. **PROPRIETARY MATERIAL.** All drawings, patterns, specifications, and information included in this proposal, and all information otherwise supplied by Pureflow Filtration Div. relating to the design, erection, operation, and maintenance of the goods, including filter media and all treatment processes, is the proprietary and / or confidential material or information of Pureflow Filtration Div. Purchaser shall not disclose such material or information to others or allow others to use such material or information without express written permission from an officer of Pureflow Filtration Div.

16. **GOVERNING LAW / CONSENT TO JURISDICTION.** (a) The terms and conditions set forth herein shall be construed under and in accordance with the laws of the State of California. The parties hereto consent to the jurisdiction and venue of any court of general jurisdiction in the Southeast District of Los Angeles County and the United States District Court for the Central District of California, with respect to any proceedings arising out of or in connection with the Agreement or any purchase hereunder, and further agree that mailing to either party by certified or registered mail shall constitute lawful and valid service of process. (b) No Waiver: No waiver by Seller of any default by Buyer shall be deemed a waiver of any subsequent default by Buyer. (c) Severability: Should any of the terms or conditions of the Agreement be declared invalid or unenforceable, it shall not affect the validity or enforceability of any of the remaining terms and conditions.

17. **VALIDITY**. The price quoted is firm for thirty (30) days, unless otherwise identified on the front of this quotation.

18. **ERRORS.** Pureflow Filtration Div. California Environmental Controls, Inc. reserves the right to correct or identify any stenographic or clerical errors in the quotation without any liability to Pureflow Filtration Div. California Environmental Controls, Inc.

19. **TECHNICAL ADVICE.** Upon Buyer's request, Seller may furnish technical advice with reference to the use of the material sold hereunder, to such extent as Seller has such information conveniently available; however, it is expressly agreed that there is no obligation to furnish any such advice, and that if any advice or assistance is furnished, which will be without charge, it shall be given and accepted at Buyer's risk, and Seller shall not be responsible or liable for the advice or assistance given or results thereof.

20. **WARRANTIES:** Except as provided below, Seller warrants that equipment or parts thereof delivered hereunder meet Sellers' standard specification for the equipment or parts, or such other specifications as have been expressly made as part of this Agreement. Equipment and parts sold, but not manufactured, by Seller are warranted to the extent of the manufacturer's original warranty. THERE ARE NO OTHER WARRANTIES, EXPRESSED OR IMPLIED. SELLER MAKES NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE BUYER WILL MAKE NO WARRANTY OR MODIFY ANY EXISTING WARRANTY TO ANY CUSTOMER BEYOND ANY WARRANTY STATED BY SELLER'S SPECIFICATIONS. NO LIABILITY WILL RESULT TO EITHER PARTY FROM DELAY IN PERFORMANCE OR NON-PERFORMANCE CAUSED BY CIRCUMSTANCES BEYOND THE CONTROL OF THE PARTY AFFECTED. THE MEASURE OF DAMAGES RECOVERABLE BY BUYER SHALL NOT EXCEED THE PURCHASE PRICE PAID BY BUYER TO SELLER. THIS IS BUYER'S SOLE REMEDY AGAINST SELLER. SELLER SHALL NOT BE LIABLE FOR ANY INDIRECT OR PROSPECTIVE, CONSEQUENTIAL OR SPECIAL DAMAGES NOTWITHSTANDING THE FOREGOING. NO EQUIPMENT OR PARTS SHALL BE RETURNED WITHOUT INSTRUCTIONS FROM SELLER'S HOME OFFICE.

SCOPE OF SUPPLY

FOR

PUREFLOW FILTRATION QUOTATION No. P181003 - B

DATE: FEBRUARY 1, 2018

FOR

CITY OF SAN LUIS

SAN LUIS, AZ

REPLACEMENT FILTER VESSELS AND MEDIA

FOR

WELL SITE 4

REPRESENTATIVE

REACO ASSOCIATES, LLC

LITCHFIELD, AZ

PUREFLOW FILTRATION DIV.

Customer:	City of San Luis, AZ	Date:	February 1, 2018
Project:	Replacement Filter Vessels and Media (Well Site 4)	Page:	1 of 2
File Number:	P-1801003 - B		

SCOPE OF SUPPLY

REPLACEMENTS FILTER VESSELS AND MEDIA WELL SITE 4

ITEM QTY DESCRIPTION

I. PRESSURE VESSEL

1 3 FILTER VESSELS, EACH INCLUDING THE FOLLOWING:

- ASME CODE, 75 PSI DESIGN PRESSURE
- 66” DIAMETER x 60” STRAIGHT SIDE SHELL, VERTICAL
- INTERNAL EPOXY COATING (6-8 MILS), NSF61
- EXTERNAL EPOXY PRIMER (3-4 MILS)

II. FILTER MEDIA

2 3 FILTER MEDIA LOADS

- GRAVEL / GARNET SUPPORT MEDIA (TO BE APPROXIMATELY 12” ABOVE UNDERDRAIN LATERALS)
- PUREFLOW PM-200M CATALYTIC ADSORPTIVE PYROLUSITE MEDIA, 36” DEEP

III. SUBMITTALS

3 1 ELECTRONIC SUBMITTAL DOCUMENTS, INCLUDING:

- DRAWINGS

IV. START-UP, INSPECTION AND TRAINING

4 LOT START-UP, ONE (1) TRIP, TWO (2) ONSITE DAYS

V. SUBMITTAL DELIVERY

5 LOT 6 TO 8 WEEKS AFTER RECEIPT OF PURCHASE ORDER

VI. APPROXIMATE DATE OF SHIPMENT

6 LOT 14 TO 16 WEEKS AFTER RELEASE TO FABRICATION

Customer:	City of San Luis, AZ	Date:	February 1, 2018
Project:	Replacement Filter Vessels and Media (Well Site 4)	Page:	2 of 2
File Number:	P-1801003 - B		

ITEM QTY DESCRIPTION

VII. THE FOLLOWING ITEMS ARE NOT INCLUDED IN THIS SCOPE OF SUPPLY:

- OFFLOADING
- STORAGE
- EQUIPMENT INSTALLATION
- CONCRETE / REBAR (SUB-BASE IN EACH FILTER) (BY CONTRACTOR)
- MEDIA INSTALLATION
- TAXES
- PERMITS
- INTERNALS (SAN LUIS TO REUSE EXISTING INTERNALS)

VIII. WARRANTY

Pureflow Filtration Div. warranties equipment to be free from defects in material and workmanship for a period of eighteen (18) months from the date of shipment or twelve (12) months from the date of installation. No other express or implied warranty is given, and the seller makes no warranty of merchantability and there are no warranties which extend beyond the description on the face thereof.

Pureflow Filtration Div. has inspected the existing filter vessels and subsequently notified the City of San Luis that the original minimal coating specification and the potential for accelerated corrosion due to the absence of an adequate ground and / or cathodic protection could lead to a failure in the replacement filters similar to the filters currently onsite. Therefore, Pureflow Filtration cannot extend their standard warranty as stated above unless the City of San Luis takes appropriate measure to protect the replacement filter vessels from these situations.

ADDITIONAL NOTES:

1. This quotation includes only equipment specifically mentioned herein and does not include, or infer inclusion of, any additional equipment, piping, valves, wiring, installation, or services etc., regardless of its relation to the quoted equipment.

2. Vessels will be provided without internals. San Luis will reuse the existing splash plate, lower hub and laterals. These items will be installed by San Luis after the vessels are delivered to the job site.

PUREFLOW FILTRATION DIV.
6739 Washington Ave., P.O. Box 469, Whittier, Ca 90608-0469
(800) 926-3426 • (562) 945-3425
FAX (562) 693-5257
info@pfdiv.com • www.pfdiv.com

QUOTATION

TO: City of San Luis
1311 N. 4th Ave
San Luis, AZ 85349

ATTENTION: Manuel Rojas

PHONE: (928) 941-9641

EMAIL: mrojas@cityofsanluis.org

DATE: February 1, 2018

QUOTE NO.: P1801003 - C

SUBJECT: Replacement Filters Well Site 6

REFERENCE: City of San Luis, AZ

WE ARE PLEASED TO OFFER OUR QUOTATION ON THE FOLLOWING

ITEM	QTY	DESCRIPTION	UNIT PRICE	EXTENDED
1	3	Replacement Filter Vessels, 72" Dia. X 60" straight side shell, 75 PSI design pressure, ASME code, coating: Exterior - 3-4 mils DFT of TNEMEC N140 Plus 3-5 mils TNEMEC POLY-U 1074U. Interior - 6-8 mils DFT TNEMEC N140.		
2	3	Pureflow PM-200M 36" deep pyrolusite media loads. Support media (gravel and garnet) to be approximately 12" above underdrain laterals. Plus one (1) day per site field service for inspection of media loading.		
			TOTAL	**$103,000.00**
		Refer to the attached Scope of Supply for a detailed list of the items included in this quotation. **If orders are placed for all three quotations (P1801003 A-C) at the same time, Pureflow will allow a 10% discount on the combined total. The optional adders listed with this quotation are excluded from this discount.**		
		OPTIONAL ADDERS		
3	3	Interior coating upgrade, 100% solids epoxy, 25-30 mil DFT TNEMEC 22 series.	$555.00	$1,665.00
4	3	Cathodic protection including, engineering, entry tube and anode with hardware.	$975.00	$2,925.00

Progress Payment Terms:

1. 10% upon acceptance of this quotation and placement of purchase order.
2. 10% upon return of approved submittal documents.
3. 45% upon release to fabrication.
4. 25% upon shipment or availability of shipment.
5. 10% upon completion of start-up services, or 90 days, whichever occurs first.

NOTE: PRICE(S) DOES (DO) NOT INCLUDE ANY TAX UNLESS SPECIFICALLY NOTED

PAYMENT TERMS: See above

APPROX. DATE OF SHIPMENT: 14 to 16 weeks after submittal approval

EST. SHIPPING WEIGHT: TBD

F.O.B.: Shipping point, freight pre-paid to job site.

PUREFLOW FILTRATION DIV.

By: A. A. MacDonald

Archie MacDonald

Please sign and return original copy.
Retain duplicate copy for your records.

ACCEPTED BY: _____

Title Date

IMPORTANT

- **Prices specified herein are exclusive of all taxes unless specifically noted.**
- **This proposal is subject to all terms and conditions printed on face and reverse side.**

ORIGINAL-PLEASE SIGN AND RETURN

White - **Original** Please sign and return 2nd White - **Customer Copy** Retain for your records Yellow - **Representative Copy** Pink - **Pureflow Copy**

PUREFLOW FILTRATION DIV.
QUOTATION
STANDARD TERMS AND CONDITIONS OF SALE

1. **AGREEMENT**. The terms and conditions set forth below and on the front side hereof constitute the entire Agreement between the customer named on the front side hereof ("Buyer") and Pureflow Filtration Div., a division of California Environmental Controls, Inc., a California corporation ("Seller").

2. **TERMS OF SALE**. (a) TAXES: Unless specifically provided on the front side hereof, prices specified herein on the Goods are exclusive of all local, state, and federal taxes including without limitation taxes on manufacturing, sales, receipts, gross income, occupation, use and all similar taxes, or other taxes of any nature. Wherever applicable, such taxes will be invoiced as a separate charge which Buyer agrees to pay the Seller. (b) TERMS OF PAYMENT: Net cash due upon receipt of invoice, unless noted on front side of this quotation, to approved credit accounts. The Buyer agrees to pay Seller an additional charge of one and one-half percent (1 and 1/2%) per month (or such lesser amount equal to the maximum rate permitted by law) on any invoices not paid according to these terms. (c) SECURITY INTEREST: Until payment in full of the purchase price therein specified, Seller reserves a security interest in the goods securing payment of such purchase price. (d) DELIVERY: Prices quoted are f.o.b. point of origin of shipments unless shipping is specifically included in price offered on front page. Prices include domestic packing for rail or commercial shipments only. Shipment and delivery dates are estimates based upon schedules of Seller's suppliers and are computed from the time of settlement of all details and receipt of full approval of drawings where drawing approval is required. (e) Field Supervision: Unless specifically provided on the front side hereof, no installation assistance or field supervision by Seller is included in the terms and conditions of this Agreement.

3. **ENTIRE AGREEMENT.** This agreement supersedes all previous representations, statements, promises, agreements or understandings, written or otherwise. This Agreement is intended by the parties as a final expression of their understanding and no casual or prior dealings shall be relevant to explain any of the terms or conditions hereof. The Seller shall not be bound by any agent's or employee's representations, promises, statements or inducements not set forth in the Agreement. If any inconsistency exists between any typed or handwritten materials on the front hereof and these Standard Terms and Conditions, the former shall be controlling.

4. **ACCEPTANCE.** This quotation is an offer upon the terms and conditions herein specified. Acceptance by the Buyer may be effected by signing a copy of this quotation where specified and returning same to the Seller, or by the Buyer issuing a purchase order and delivering same to the Seller, which shall constitute Buyer's acceptance of this quotation and all of the terms and conditions herein specified. Acceptance of this offer is limited to its terms. Acceptances or confirmation which state additional or different terms from this offer shall be operative as acceptances; provided, however, that all such additional or differing terms shall be deemed material alterations within the meaning of Section 2207 (2) (b) of the California Commercial Code, and notice of objection to them pursuant to Section 2207 (2) (c) of the California Commercial Code is hereby given.

5. **CANCELLATION.** Orders may be cancelled by the Buyer only with Seller's written consent and upon payment of reasonable and proper cancellation charges, including factory costs and expenses.

6. **INSPECTION.** Buyer agrees to inspect the goods, supplies, merchandise and material covered hereby ("Goods") immediately upon their receipt by Buyer, secure a written acknowledgement from the delivering carrier as to any loss or damage and within three (3) business days of their receipt to give written notice to the Seller of any claim that the Goods do not conform with the terms of the Agreement. Failure to make such a claim within the stated period shall constitute an irrevocable acceptance of the Goods and an admission that they fully comply with all of the terms and conditions of the Agreement. Buyer expressly waives any right it may have to revoke acceptance after such three (3) day period.

7. **DELAYS.** Seller shall not be liable for any delays or failures in making shipments or deliveries caused by any contingency beyond Seller's control, or the control of Seller's suppliers or manufacturers, including without limitation failures or delays brought about by, caused by or in any manner arising from (i) labor conditions including strikes and shortages of labor, (ii) shortages of fuel, power, material or supplies, (iii) transportation delays, (iv) acts of God, fires, floods or weather problems, (v) damage to, or destruction in whole or in part of Goods, vehicles or manufacturing plants, (vi) accidents, or (vii) riots, government interference, embargos, regulations, war, insurrection or terrorist acts. The non-occurrence of the above contingencies with respect to Seller, its suppliers and manufacturers is a basic assumption of this agreement.

8. **DELAY IN INSTRUCTIONS.** Buyer agrees to furnish complete shipping instructions in such a manner as to reach the Seller at its main office ten (10) days before the date for any shipment specified herein. Buyer's failure to so furnish complete shipping instructions shall, without notice, automatically extend the shipping date from day to day until the Buyer furnishes complete shipping instructions, or until the Seller exercises its right to terminate the Agreement.

9. **RISK OF LOSS.** Unless Buyer and Seller specifically agree in writing to modify the terms of Paragraph 2. (d), above, all risk or loss shall pass to the Buyer when Goods are delivered by Seller to the carrier. In the event that Buyer and Seller agree in writing that the Goods are sold f.o.b. destination, Seller's responsibility for loss or damage terminates upon tender of delivery to Buyer by the carrier and the written acknowledgement and claims procedure provided for in Paragraph 4, above, shall be a precondition to any claim by Buyer for loss of damage in transit.

10. **RETURNS**. In no case are any Goods to be returned to Seller without first obtaining the written permission of Seller, which permission Seller may refuse to give at Seller's sole discretion. Only standard unused Goods as currently manufactured or inventoried by Seller which have been invoiced to Buyer within the previous ninety (90) days will be considered by Seller for return. Special items manufactured to order may not be returned under any circumstances. Goods which Seller accepts for return and credit will, in any event, be subject to a minimum handling and service charge of 25% plus all transportation charges. All returned Goods, if Seller accepts the return thereof, must in any case be securely packaged and shipped, freight prepaid, and the risk of loss shall remain with Buyer until the Seller actually receives the Goods.

11. **DEFAULTS.** In the event Buyer fails to comply with any of the terms of the Agreement or becomes bankrupt or insolvent or Buyer's financial condition becomes impaired or unsatisfactory to Seller, Seller may do any or all of the following: (a)Terminate the Agreement upon written notice thereof to Buyer without prejudice to Seller's rights to receive any amount then due under the Agreement; (b) Withhold all further deliveries under the Agreement; (c) require that Buyer pay for all future shipments in advance or provide other satisfactory security or guarantees to Seller that all existing and future invoices will be paid on or before their due dates; (d) Make partial shipments only to Buyer, which Buyer agrees to accept; (e) Recall any Goods then in transit and retake the same and repossess all Goods which may be stored with Seller in which case Buyer consents that all Goods so recalled, retaken or repossessed shall become the absolute property of Seller, provided that Buyer is given full credit therefor; (f) Upon written notice to Buyer revise the stated credit terms, if any, contained in this Agreement; (g) Without limitation, exercise any rights or remedies available to Seller under the Uniform Commercial Code as in force and effect on the date of the Agreement; or (h) Without limitation, exercise any other rights or remedies available to Seller under any applicable federal, state or local law.

12. **ATTORNEY'S FEES.** In the event of a default by Buyer of any of the terms or conditions of the Agreement, Buyer agrees to pay all costs of collection and enforcement incurred by Seller including, without limitation, Seller's reasonable attorney's fees and court costs.

13. **RETENTION LIMITATION.** Retention, if any is accepted by Pureflow Filtration Div., shall be limited to a maximum of ten percent (10%) of the contract price. All monies retained shall be paid, in full, upon successful "start-up" of the equipment supplied, or ninety (90) days after shipment of said goods, whichever date first occurs. The payment of monies retained under the terms of this paragraph is not conditioned upon any factors, issues, events or contingencies which are not specifically delineated in this quotation. The right of Pureflow Filtration Division to payment is NOT subject to any payment provisions enforced upon Buyer by the terms of any other contract with either Pureflow or a third party.

14. **CONSEQUENTIAL / LIQUIDATED DAMAGES.** The Buyer agrees that notwithstanding the form in which any legal or equitable action, proceeding or position may be brought or asserted by Buyer against Seller including without limitation claims based upon actual or alleged delays or breaches of warranty, that Seller's liability, if any, arising out of or in any way related to this Agreement, shall be limited to actual money damages in an amount not to exceed the total amount actually paid for the Goods by Buyer. Buyer further agrees that seller shall not, in any event, be liable for indirect, special, consequential or liquidated damages or penalties, whether based upon contract, warranty, tort, or negligence.

15. **PROPRIETARY MATERIAL.** All drawings, patterns, specifications, and information included in this proposal, and all information otherwise supplied by Pureflow Filtration Div. relating to the design, erection, operation, and maintenance of the goods, including filter media and all treatment processes, is the proprietary and / or confidential material or information of Pureflow Filtration Div. Purchaser shall not disclose such material or information to others or allow others to use such material or information without express written permission from an officer of Pureflow Filtration Div.

16. **GOVERNING LAW / CONSENT TO JURISDICTION.** (a) The terms and conditions set forth herein shall be construed under and in accordance with the laws of the State of California. The parties hereto consent to the jurisdiction and venue of any court of general jurisdiction in the Southeast District of Los Angeles County and the United States District Court for the Central District of California, with respect to any proceedings arising out of or in connection with the Agreement or any purchase hereunder, and further agree that mailing to either party by certified or registered mail shall constitute lawful and valid service of process. (b) No Waiver: No waiver by Seller of any default by Buyer shall be deemed a waiver of any subsequent default by Buyer. (c) Severability: Should any of the terms or conditions of the Agreement be declared invalid or unenforceable, it shall not affect the validity or enforceability of any of the remaining terms and conditions.

17. **VALIDITY**. The price quoted is firm for thirty (30) days, unless otherwise identified on the front of this quotation.

18. **ERRORS.** Pureflow Filtration Div. California Environmental Controls, Inc. reserves the right to correct or identify any stenographic or clerical errors in the quotation without any liability to Pureflow Filtration Div. California Environmental Controls, Inc.

19. **TECHNICAL ADVICE.** Upon Buyer's request, Seller may furnish technical advice with reference to the use of the material sold hereunder, to such extent as Seller has such information conveniently available; however, it is expressly agreed that there is no obligation to furnish any such advice, and that if any advice or assistance is furnished, which will be without charge, it shall be given and accepted at Buyer's risk, and Seller shall not be responsible or liable for the advice or assistance given or results thereof.

20. **WARRANTIES:** Except as provided below, Seller warrants that equipment or parts thereof delivered hereunder meet Sellers' standard specification for the equipment or parts, or such other specifications as have been expressly made as part of this Agreement. Equipment and parts sold, but not manufactured, by Seller are warranted to the extent of the manufacturer's original warranty. THERE ARE NO OTHER WARRANTIES, EXPRESSED OR IMPLIED. SELLER MAKES NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE BUYER WILL MAKE NO WARRANTY OR MODIFY ANY EXISTING WARRANTY TO ANY CUSTOMER BEYOND ANY WARRANTY STATED BY SELLER'S SPECIFICATIONS. NO LIABILITY WILL RESULT TO EITHER PARTY FROM DELAY IN PERFORMANCE OR NON-PERFORMANCE CAUSED BY CIRCUMSTANCES BEYOND THE CONTROL OF THE PARTY AFFECTED. THE MEASURE OF DAMAGES RECOVERABLE BY BUYER SHALL NOT EXCEED THE PURCHASE PRICE PAID BY BUYER TO SELLER. THIS IS BUYER'S SOLE REMEDY AGAINST SELLER. SELLER SHALL NOT BE LIABLE FOR ANY INDIRECT OR PROSPECTIVE, CONSEQUENTIAL OR SPECIAL DAMAGES NOTWITHSTANDING THE FOREGOING. NO EQUIPMENT OR PARTS SHALL BE RETURNED WITHOUT INSTRUCTIONS FROM SELLER'S HOME OFFICE.

SCOPE OF SUPPLY

FOR

PUREFLOW FILTRATION QUOTATION No. P181003 - C

DATE: FEBRUARY 1, 2018

FOR

CITY OF SAN LUIS

SAN LUIS, AZ

REPLACEMENT FILTER VESSELS AND MEDIA

FOR

WELL SITE 6

REPRESENTATIVE

REACO ASSOCIATES, LLC

LITCHFIELD, AZ

PUREFLOW FILTRATION DIV.

Customer:	City of San Luis, AZ	Date:	February 1, 2018
Project:	Replacement Filter Vessels and Media (Well Site 6)	Page:	1 of 2
File Number:	P-1801003 - C		

SCOPE OF SUPPLY

REPLACEMENT FILTER VESSELS AND MEDIA WELL SITE 6

ITEM QTY DESCRIPTION

I. PRESSURE VESSELS

1 3 FILTER VESSELS, EACH INCLUDING THE FOLLOWING:

- ASME CODE, 75 psi DESIGN PRESSURE
- 72” DIAMETER x 60” STRAIGHT SIDE SHELL, VERTICAL
- INTERNAL EPOXY COATING (6-8 MILS), NSF61
- EXTERNAL EPOXY PRIMER (3-4 MILS)

II. FILTER MEDIA

2 3 FILTER MEDIA LOADS

- GRAVEL / GARNET SUPPORT MEDIA (TO BE APPROXIMATELY 12” ABOVE UNDERDRAIN LATERALS)
- PUREFLOW PM-200M CATALYTIC ADSORPTIVE PYROLUSITE MEDIA, 36” DEEP

III. SUBMITTALS

3 1 ELECTRONIC SUBMITTAL DOCUMENTS, INCLUDING:

- DRAWINGS

IV. START-UP, INSPECTION AND TRAINING

4 LOT START-UP, ONE (1) TRIP, TWO (2) ONSITE DAYS

V. SUBMITTAL DELIVERY

5 LOT 6 TO 8 WEEKS AFTER RECEIPT OF PURCHASE ORDER

VI. APPROXIMATE DATE OF SHIPMENT

6 LOT 14 TO 16 WEEKS AFTER RELEASE TO FABRICATION

Customer:	City of San Luis, AZ	Date:	February 1, 2018
Project:	Replacement Filter Vessels and Media (Well Site 6)	Page:	2 of 2
File Number:	P-1801003 - C		

ITEM QTY DESCRIPTION

VII. THE FOLLOWING ITEMS ARE NOT INCLUDED IN THIS SCOPE OF SUPPLY:

- OFFLOADING
- STORAGE
- EQUIPMENT INSTALLATION
- CONCRETE / REBAR (SUB-BASE IN EACH FILTER) (BY CONTRACTOR)
- MEDIA INSTALLATION
- TAXES
- PERMITS
- INTERNALS (SAN LUIS TO REUSE EXISTING INTERNALS)

VIII. WARRANTY

Pureflow Filtration Div. warranties equipment to be free from defects in material and workmanship for a period of eighteen (18) months from the date of shipment or twelve (12) months from the date of installation. No other express or implied warranty is given, and the seller makes no warranty of merchantability and there are no warranties which extend beyond the description on the face thereof.

Pureflow Filtration Div. has inspected the existing filter vessels and subsequently notified the City of San Luis that the original minimal coating specification and the potential for accelerated corrosion due to the absence of an adequate ground and / or cathodic protection could lead to a failure in the replacement filters similar to the filters currently onsite. Therefore, Pureflow Filtration cannot extend their standard warranty as stated above unless the City of San Luis takes appropriate measure to protect the replacement filter vessels from these situations.

ADDITIONAL NOTES:

1. This quotation includes only equipment specifically mentioned herein and does not include, or infer inclusion of, any additional equipment, piping, valves, wiring, installation, or services etc., regardless of its relation to the quoted equipment.

2. Vessels will be provided without internals. San Luis will reuse the existing splash plate, lower hub and laterals. These items will be installed by San Luis after the vessels are delivered to the job site.

WATER · MINERAL · ENERGY

October 19, 2017

City of San Luis, AZ
Public Works Department
1090 E Union Street
PO Box 3750
San Luis, AZ 85649

Attention: Manuel Rojas, CPM

RE: City of San Luis Manganese Treatment System Vessel Replacements Sites 3, 4, & 6
Updated 10-11-2017

Dear Mr. Rojas:

Layne Christensen Company (Layne) has received your request for replacement vessels and installation of media (customer provided) and vessels for Treatment Site 3. Similarly, for the existing filter vessels at Treatment Sites 4 & 6 replacement vessels, media and installation of media and vessels. However, prior to installation, media removal will need to be performed at Treatment Sites 4 & 6, of which the City of San Luis has agreed to provide vacuum truck services and disposal of media services.

Thank you for the opportunity to provide the City of San Luis with this subject proposal. Pursuant to recent communications wherein Layne has received the City's approval to proceed with Layne to provide the subject equipment and services, we customarily review our scope and pricing after the validity period expires as was the case here. In addition to a few services and equipment components escalating, we additionally discovered an arithmetic error was carried across one of the cells in the estimating spread sheet. This error incorrectly totaled the line item cost for the filter vessels for well site 4. The value for these vessels represents a substantial portion of the equipment costs in this scope of work. Layne greatly regrets the inconvenience and misrepresentation that was propagated to the City of San Luis. Pursuant to this error and review of costs over the elapsed costs since initially proposed, Layne provides this updated scope of work and pricing.

The updated price represents a total final net price of $231,460.00.

Again we sincerely apologize and regret this error. That said, we searched for ways and means to reduce this total impact and were able to pass along some vendor price concessions which are also reflected above.

Our updated proposal is for nine (9) replacement vessels; Three per site and media for two sites (installation at all three sites). The size of the vessels varies per site, namely consisting of three (3) 48" diameter vessels at Site 3, three (3) 66" diameter vessels at Site 4, with media replacement, and three (3) 72" diameter vessels at Site 6, with media replacement.

The Layne provided replacement media will be LayneOx and gravel (same as existing). All of the vessels are ASME code vessels and are to be replaced "like in kind". The existing vessels had exhibited pin-hole corrosion and appeared to contain sand which potentially had served as an abrasion to the lining system causing premature failure. As a result an NSF abrasive resistant lining is suggested to provide for longevity of service.

After the site inspection visit (conducted in May of 2017), our assessment of the existing site conditions takes into consideration expected efforts to complete the replacement. Accordingly, our estimate includes the approximate labor and additional costs to replace the vessel on-site and to install the vessels in their place at each of the three targeted treatment sites. It is our understanding that San Luis will have responsibility directly for media removal and disposal. Replacement media is for Treatment Sites 4 and 6 only (no media removal handling at Treatment Site 3 required). Should unknown or unforeseen circumstances or conditions arise, additional costs may occur.

Thank you for the opportunity to provide you with this proposal and, please do not hesitate to call our office if you have any questions or need more information regarding this scope of work.

Regards,

ADAM SHUMWAY
Project Engineer
LAYNE | water + mineral + energy
1138 North Alma School Road, Suite 207 | Mesa, AZ | 85201
Office: 602-345-8580 | Cell: 602-828-6954 | Fax: 602-345-8632
adam.shumway@layne.com | **layne.com**

PERRY PELITERA
Water Treatment Specialist
LAYNE | water + mineral + energy
1138 North Alma School Road, Suite 207 | Mesa, AZ | 85201
Office: 602-345-8574 | Cell: 480-431-9177 | Fax: 602-345-8632
perry.pelitera@layne.com | **layne.com**

WATER · MINERAL · ENERGY

I. SCOPE OF SUPPLY

The Water Technologies Group within the Water Resources Division of Layne is pleased to furnish replacement services with the following items and/or services included in our scope of work:

a) Treatment Site 3 - Three (3) pressure filters, 48" diameter x 60" straight shell, carbon steel construction, designed to a maximum allowable working pressure of 75 PSIG. Vessels shall be lined with an abrasive resistant NSF approved lining. Exterior coating of the vessel to match existing original paint color.

b) Treatment Site 4 - Three (3) pressure filters, 66" diameter x 60" straight shell, carbon steel construction, designed to a maximum allowable working pressure of 75 PSIG. Vessels shall be lined with an abrasive resistant NSF approved lining. Exterior coating of the vessel to match existing original paint color. Filter vessel support gravel to cover the lower hub and lateral distributor and & 36" bed depth of LayneOx media per vessel. Filter media will be shipped loose to be installed on site.

c) Treatment Site 6 - Three (3) pressure filters, 72" diameter x 60" straight shell, carbon steel construction, designed to a maximum allowable working pressure of 75 PSIG. Vessels shall be lined with an abrasive resistant NSF approved lining. Exterior coating of the vessel to match existing original paint color. Filter vessel support gravel to cover the lower hub and lateral distributor and & 36" bed depth of LayneOx media per vessel. Filter media will be shipped loose to be installed on site.

d) Each size vessel will be supplied with ASME code calculations.

Engineering Services, Start-Up, and Installation

e) One (1) trip with up to five (5) consecutive 8-hour days, of field technical service.

f) Expected and estimated installation services include:

a. Delivery and off-loading of filter vessels at each site.
b. Labor to remove old tanks, install new tanks and test the filter system. Labor is estimated to consist of five (5) ten-hour days per site, including crane operator and helper per site.
c. Replacement hardware and gaskets as needed at vessel flange faces.
d. Labor to replace media in vessels at sites 4 & 6.
e. Labor to install customer supplied media in vessels at site 3.

II. PRICE

The proposed sale price of the vessels, media and installation services is $231,460.00. Please also note the items listed as exclusions below.

The terms of payment for the proposed equipment and services are as follows:

- 75% with purchase order
- 25% after start-up assistance

III. ADDITIONAL FIELD SERVICES

The following rates will apply for any field work performed in addition to or not outlined in the above scope of supply.

1) Field Service Engineer:
   a. daily rate: $1,200 per day on-site
   b. expenses: cost of travel and expenses plus 20%

IV. EXCLUSIONS

The following items and/or services are not included in Layne Water Technologies' scope of work:

- Field services of any kind, except as noted above.
- P.E. services of any kind, except as noted above.
- Design, supply, or installation of anchor bolts, except as noted above.
- Electrical wiring or conduit of any kind, except as noted above.
- Piping or pipe fittings, hardware and gaskets, except as detailed above.
- Removal and Disposal of spent media.
- Field painting of any kind.
- Disinfection chemicals and disinfection labor.
- Water for backwashing of new media or holding tanks for backwash waste water.
- Permits of any kind apart from vehicle permits for Layne supplied equipment.
- Motor starters and motor control centers, except as noted above.
- Bonding of any kind.
- Taxes of any kind.
- Any items or services not listed above as part of this proposal.

V. CLARIFICATIONS AND EXCEPTIONS

1) Customer to provide for access to treatment sites during hours of installation for the installation period. Estimated work to transpire for 10 hours per day for 5 days per treatment site. Site access is expected to include suitable level ground for crane loading and lifting of replacement vessels and removal of existing vessels.
2) It is anticipated that the treatment vessels will be installed in successive order.

Please refer to our two (2) page Standard Terms and Conditions of Sale attached, which are a part of this proposal. This proposal and the attached Standard Terms and Conditions of Sale cannot be modified in any way except by the express written permission of Layne. Price quoted will remain valid for 30 days from quotation date.

Our standard delivery terms for the vessels are: shipment - 10 to 12 weeks after receipt of fully executed purchase order excluding holidays. All delivery estimates are approximate. Layne will work with you to meet your specific delivery requirements. All deliveries, including estimated time of arrival of equipment on site, are approximate and cannot be guaranteed. Freight carriers are not under Layne's control and are subject to unpredictable delays. Layne will not accept any back charges due to shipments arriving at times other than the estimated time. This includes, but is not limited to, consequential damages, costs of delay, standby charge for equipment or personnel, etc.

LAYNE CHRISTENSEN COMPANY – WATER TREATMENT DIVISION

STANDARD TERMS AND CONDITIONS OF SALE

ACCEPTANCE:
Sale of any products or services (hereafter, the "Products") by Layne Christensen Company – Water Treatment Division ("Seller") to Purchaser shall be subject to the terms and conditions of sale contained herein. No change in or addition to these terms shall be binding upon Seller unless specifically accepted in writing by Seller. Seller objects in advance to any additional or different terms proposed in Purchaser's order.

PRICING:
Prices shall be Seller's price in effect at time of shipment unless otherwise specified in Seller's written quotation. Quotations automatically expire 30 calendar days from quotation date and may be canceled at any time by written notice.

FORCE MAJEURE LIMITATION:
Seller shall not be liable for any loss, damage or expense resulting from delay or failure in the performance of Seller's obligations hereunder if such delay or failure is due to acts of God or the public enemy, strikes, labor troubles, fire, explosions, riots, war, governmental orders or restrictions, shortages of materials or labor, delay in transportation, theft, accidents or any other cause which is beyond Seller's reasonable control. Upon the occurrence of any such event preventing the Seller from performing all of its then outstanding contracts, the Seller shall then be entitled to perform such of its contracts as it may select and shall incur no liability to the Purchaser by reason of performing contracts other than this agreement. The Seller's total liability for damages related to the performance of or failure to perform this agreement shall be limited to the amount of the contract price. IN NO EVENT SHALL THE SELLER BE LIABLE FOR LOSS OF PROFITS BY REASON OF PLANT SHUTDOWN, NON-OPERATION OR INCREASE IN EXPENSE OF OPERATION OF OTHER EQUIPMENT OR FACILITIES OR FOR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES.

DELIVERY:
Shipping dates are estimates only and are based on Seller's projected production schedules and commitments by suppliers. DELAY IN SHIPMENT OR VARIANCE FROM SHIPPING SCHEDULE SHALL NOT BE CAUSE FOR CANCELLATION OR CLAIM FOR DAMAGE. Receipt by the Purchaser of any Products shall constitute acceptance of delivery and waiver of any claims due to delay.

WARRANTY:
Products manufactured by the Seller and sold under this agreement are warranted to be free from defects in materials and workmanship for one year from the date of shipment to the Purchaser. Goods manufactured by other than Seller and sold under this agreement are warranted only to the extent of such manufacturer's warranty. Seller's obligation is limited to repair or replacement F.O.B. Seller's plant when examination of any such Products shall disclose them to Seller's satisfaction to have been defective and Purchaser shall have promptly notified Seller of the discovery of any such defect. At Seller's option, such Products shall be returned to Seller, transportation charges prepaid, for such examination. This warranty is conditioned upon the Purchaser making full and complete payment to Seller pursuant to the payment terms hereof and does not apply to any Products which have been opened, disassembled, repaired or altered by anyone other than Seller or subjected to misuse or abuse. Corrosion, erosion, deterioration from unusual causes, normal wear and tear, or operating conditions more severe than those for which the product is designed are expressly excluded from this warranty. Warranty on product repairs or replacement parts shall extend for the unexpired warranty period of the original product. THERE ARE NO WARRANTIES EXPRESS OR IMPLIED WHICH EXTEND BEYOND THOSE EXPRESSLY STATED HEREIN, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

PAYMENTS:
Terms of payment are net 30 days. The maximum legal rate of interest and all costs of collection (including attorney's fees) shall be charged on past due accounts. All orders are subject to the continuing approval of Seller's credit department. If Purchaser is in default in any payment, Seller may declare all payments for work completed immediately due and payable, stop all further work until payments are brought current and/or require advance payment for future shipments. Where delivery is prevented or delayed by Purchaser, in such event storage of goods shall be at Purchaser's expense and risk. If the financial condition of the Purchaser at any time does not in the judgment of Seller justify continuance of production or shipment on the terms of payment set forth herein, Seller may require full or partial payment in advance or shall be entitled to cancel any order then outstanding and shall receive reimbursement for its reasonable and proper cancellation charges. In the event of bankruptcy or insolvency of the Purchaser or in the event any proceeding is brought against the Purchaser, voluntarily or involuntarily under the bankruptcy or any insolvency laws, Seller shall be entitled to cancel any order then outstanding at any time during the period allowed for filing claims against the estate and shall receive reimbursement for its reasonable and proper cancellation charges.

CHANGES:
Seller reserves the right to change or modify the design and construction of its Products and to substitute other suitable materials.

DRAWINGS:
If drawings are furnished with this proposal, they are submitted only to show the general style, arrangement and approximate dimensions of the equipment offered. No work is to be based upon proposal drawings. Foundation or assembly drawings certified by the Seller will be furnished, when required, after final acceptance of Purchaser's order. It is the Purchaser's responsibility to verify that the data given on certified drawings is suitable for applicable installation conditions. Any changes made after the order is released for manufacture will be subject to extra charges.

TITLE/RISK OF LOSS/DEFAULT:
Unless otherwise specified by Seller, delivery will be made F.O.B. point of shipment to Purchaser. Title to right of possession and ownership of Products covered herein shall remain vested in Seller until the entire purchase price herein provided for shall have been paid in full in cash, and the Purchaser agrees to do all acts necessary to perfect and maintain such right and title in the Seller. In case of failure or refusal to make payments when due, then and in any such event the whole of the unpaid portion of the purchase price shall, at Seller's option, become immediately due and payable and in case of such default on Purchaser's part, Seller shall thereupon have the right to enter the premises upon which such property shall be installed and take possession of and remove the same without legal process. This equipment shall retain its character as personal property regardless of its mode of attachment. Risk of loss or damage shall pass to Purchaser on delivery to carrier.

TAXES:
In addition to any price specified herein, Purchaser shall pay the gross amount of any present, or future sales, use, excess, value added or other similar tax applicable to the price, sale or delivery of any Products or their use by Seller or Purchaser, or Purchaser shall furnish Seller with a tax exempt certificate acceptable to the taxing authorities.

CANCELLATION:
Any order placed with Seller may be cancelled by the Purchaser only upon payment of reasonable cancellation charges, which shall take into account expenses already incurred and commitments made by the Seller.

RETURNED GOODS:
Unused Products of current manufacture may be returned for credit only upon written consent of Seller and with transportation charges prepaid. All such returns shall be subject to a handling charge and reduced by the amount of assembly charges involved in the original equipment, dismantling charges involved in placing the material back in stock, the amount of unusable materials, plus a charge equal to any transportation costs which Seller paid in making original shipments. Products which are obsolete or made to special order are not returnable.

GENERAL:
The terms and conditions hereof cancel and supersede all previous understandings or agreements relating to the Products covered hereunder, written or oral, between Seller and Purchaser and contain the entire understanding of the parties hereto. No waiver, alteration, deletion or modification of or addition to any of the provisions hereof shall be binding unless in writing and signed by a duly authorized representative of the Seller. If any term, provision or condition contained herein shall, to any expert, be invalid or unenforceable, the remainder of the terms, provisions and conditions hereof other than those which are invalid or unenforceable, shall not be affected thereby and each term, provision and condition of this order shall be valid and enforceable to the fullest extent permitted by law. This order and all rights and obligations of the parties shall be construed and interpreted under and pursuant to the laws of the State of Texas.

THE END

AGENDA ITEM REVIEW FORM

Regular City Council Meeting **5.F.**

Meeting Date: 04/11/2018

Department Head: Eulogio Vera, Director of Public Works, Public Works Department

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

Action Requested: Motion

ITEM:

Discussion and possible action on any and all matters regarding the purchase approval of a Vactor 2100 Plus Sewer Truck. **(Manuel Rojas, Assistant Director of Public Works)**

SUMMARY:

In 2009 the City of San Luis purchased a refurbished 2000 Vac-Con sewer vacuum truck. The truck has undergone several repairs, the level of customer service delivery has been significantly declining. The Wastewater Division is working on various odor control methods, the mechanical cleaning of sewer collection system is the best-recommended process to maintain a healthy sewer collection system. The many repairs of the vehicle and the additional strain to Fleet Service are causing an inefficient operation. Staff met with City of Yuma staff and multiple vendors the last couple of years to develop a plan of action. City of Yuma staff recommended the Vactor 2100 Plus with positive displacement for all sewer main line cleaning process.

With the purchase of the new Vactor 2100 Plus unit, staff can continue with the Collection System maintenance program, minimizing odor complaints on known areas and start reducing chemical purchases. Additionally, the Vactor 2100 Plus Unit has the hydro excavation kit option, which would assist in utility repairs, potholing and other types of excavations where minimal disturbances are required. Staff recommends the purchase of the new Vactor 2100 Plus Sewer Truck under state contract #ADSP014-063234, as presented and allowed under San Luis City Code-Purchasing Section 36.01(G). Because a planned project to replace Lift Station 300, sewer force main line turned out to be unnecessary after inspection, the Capital Improvement Bond money is available for this purchase.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO APPROVE THE PURCHASE OF A NEW VACTOR 2100 PLUS SEWER TRUCK IN THE AMOUNT OF $398,751.32.

N/A

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:	Yes
CITY/STATE/FEDERAL FUNDS:	Bond Funds
TOTAL:	$398,751.32
BUDGETED AMOUNT:	$0.00
AVAILABLE AMOUNT TO TRANSFER:	$586,053.56

ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE: 310-311-90015.350 Capital Outlay - CIP WW System

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

Non-specified budgeted item to be approved under utility bonds series 2013. Item was approved to be added to the work session on April 4, 2016 for approval UB2013 by Mr. Ralph Velez.

310-311-90015.350 Capital Outlay - CIP WW System $586,053.56

Attachments

Vactor 2100 Plus Proposal

State Contract

Picture - Vactor PD

Rush Truck Center, Yuma AZ
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

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 2019 Stock Number To Be Determined
Additional Vehicle and Accessories Description To be delivered on or about

Arizona State Contract #ADSP014-063234
Specs Per Attached

		Total
Quantity	1	
Truck Price per Unit	$367,562.00	$367,562.00
F.E.T. (Factory & Dealer Paid)	$0.00	$0.00
Net Sales Price	$367,562.00	$367,562.00
Optional Extended Warranty(ies)		
State Sales Tax	$30,919.32	$30,919.32
Documentary Fee	$250.00	$250.00
Administration Fee		
Vehicle Inventory Tax		
Additional Taxes		
Tire Recycling Program	$20.00	$20.00
Battery Disposal Fee		
Out of State Vehicle Fee		
Rebate(s)		
Total Sales Price (Including Rebate(s))	$398,751.32	$398,751.32
Trade Allowance (see DISCLAIMER Below)		$0.00

Sales Representative: Byron Haught

Purchaser
signature / printed name
signature / printed name
title / date

Accepted by Sales Manager or General Manager
signature / printed name

Quote good until 7/31/2018

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.

Rush Peterbilt Truck Center, Y C642

, United States
Phone:
Fax:
Email: haughtb@rushenterprises.com

City of San Luis
1090 E Union St.

San Luis, Arizona United States 85349
Phone: (928) 341-8577
Fax: (928) 341-8599
Contact Email: mrojas@cityofsanluis.org
Prepared for: Manuel Rojas

Vehicle Summary

Unit	
Model:	Model 348
Type:	Full Truck
Description:	Vactor
Application	
Intended Serv.:	Tanker, Liquid Bulk
Commodity:	Hazardous Waste
Body	
Type:	Tank
Length (ft):	20
Height (ft):	13.5
Max Laden Weight (lbs):	1000
Trailer	
No. of Trailer Axles:	0
Type:	
Length (ft):	0
Height (ft):	0.0
Kingpin Inset (in):	0
Corner Radius (in):	0
Restrictions	
Length (ft):	65
Width (in):	102
Height (ft):	13.5

Chassis	
Fr Axle Load (lbs):	20000
Rr Axle Load (lbs)	46000
G.C.W. (lbs):	66000
Road Conditions:	
Class A (Highway)	100
Class B (Hwy/Mtn)	0
Class C (Off-Hwy)	0
Class D (Off-Road)	0
Maximum Grade:	6
Wheelbase (in):	266
Overhang (in):	71
Fr Axle to BOC (in):	72.2
Cab to Axle (in):	193.8
Cab to EOF (in):	264.8
Overall Comb. Length (in):	375
Special Req.	
United States Registry	

Approved by: _____ **Date:** _____

Note: All sales are F.O.B. designated plant of manufacture.

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Ask your dealer for a quote today, or visit our website @ www.paccarfinancial.com.

PACCAR Financial offers innovative finance, lease and insurance programs customized to meet your needs.

Unpublished options may require review/approval.
Dimensional and performance data for unpublished options may vary from that displayed in PROSPECTOR.

Printed:	3/28/2018 8:36:59 AM	*Complete*	Model Number:	Model 348
Effective Date:	Jan 1, 2018		Quote/DTPO/CO:	Q13564580
Prepared by:	Byron Haught		Version Number:	36.10

Peterbilt

Rush Peterbilt Truck Center, Y C642	**City of San Luis** **1090 E Union St.**
, United States	**San Luis, Arizona United States 85349**
Phone:	**Phone: (928) 341-8577**
Fax:	**Fax: (928) 341-8599**
Email: haughtb@rushenterprises.com	**Contact Email: mrojas@cityofsanluis.org**
	Prepared for: Manuel Rojas

Data	Code	Description	$ List	Weight
Base Model				
0003481	O	**Model 348**	104,420	10,610
0091240	O	**Hazardous Waste**	0	0
0093020	O	**Tanker, Liquid Bulk** General freight (linehaul) service using a liquid bulk tanker body or tanker trailer.	0	0
0095150	O	**Tank**	0	0
0098170	O	**United States Registry**	0	0
Configuration				
0200700	O	**Not Applicable** Secondary Manufacturer	0	0
Frame & Equipment				
0514020	O	**10-3/4in Steel Rails 355-384in** 10.75x3.5x.375 Dimension, 2,136,000 RBM; Yield Strength: 120,000 psi. Section Modulus: 17.8 cubic inches. Weight: 1.74 lbs/inch pair	712	619
0601500	O	**Full Steel Inner Liner**	1,236	701
0612230	O	**Custom Wheelbase or Overhang** Engineering approval may be required.	365	0
0613090	S	**Three-Piece Crossmembers**	0	0
0633405	O	**Additional Frame Drilling** N06300 Ref VIN 409329	376	0
0644090	S	**EOF Square without Xmbr** For use with body builder installed crossmember.	0	0
0651090	S	**Omit Rear Mudflaps and Hangers**	0	0
Front Axle & Equipment				
1011360	O	**Dana Spicer D2000F 20,000 lb, 3.5 in. Drop** Factory front axle alignment to improve handling & reduce tire wear. Zerk fittings on tie rod ends, king pins, & draglink ball joints for ease of maintenance & help extend service life of components. Cognis EMGARD® FE 75W-90 synthetic axle lube provides over 1% fuel economy improvement. Reduces wear & extends maintenance intervals, resulting in increased uptime. Provides improved fluid flow to protect components in extreme cold conditions & withstand the stress from high temperatures, extending component life.	1,455	152
1114030	O	**Taper Leaf Springs, Shocks 20,000 lb** Standard with Heavy Resistance Shocks. N11100 Customer Requires 70MM	1,313	189

Unpublished options may require review/approval.
Dimensional and performance data for unpublished options may vary from that displayed in PROSPECTOR.

Printed:	3/28/2018 8:36:59 AM	***Complete***	Model Number:	Model 348
Effective Date:	Jan 1, 2018		Quote/DTPO/CO:	Q13564580

Data	Code	Description	$ List	Weight
		N11110 Spacer Blocks in Front Springs		
1233110	O	**Power Steering TRW THP60 Dual** For use with 16,000 to 20,000 lb. axle ratings. Glidekote splines on steering shaft extend service life of components.	925	54
1250250	O	**Power Steering Reservoir Frame Mounted w/Cooler**	154	2
1353540	O	**PHP10 Aluminum PreSet PLUS Hubs**	233	0
1380270	O	**Bendix Air Cam Front Drum Brakes 16.5x6** Includes automatic slack adjusters & outboard mounted brake drums.	102	0
1391410	O	**Gusseted Cam Brackets, Steer Axle**	24	0
Rear Axle & Equipment				
1523340	O	**Dana Spicer D46-170 46,000 lb** Interaxle diff lock air rocker occupies space of one gauge. Laser factory axle alignment to improve handling & reduce tire wear. Magnetic rear axle oil drain plug captures & holds any metal fragments in drive axle lube to extend service life. Parking brakes on all drive axles for optimal performance. Cognis EMGARD® FE 75W-90 synthetic axle lube provides over 1% fuel economy improvement. Reduces wear & extends maintenance intervals, resulting in increased uptime. Provides improved fluid flow to protect components in extreme cold conditions & withstand the stress from high temperatures, extending component life.	10,185	2,485
1616290	O	**PHP10 Aluminum PreSet PLUS Hubs**	351	0
1631310	S	**Standard Stroke Parking Brakes** Drive Axle(s). Not for use on U.S. or Canada Tractors, other than Car Carriers.	0	0
1680470	O	**Lube Pump, Drive Axle(s)**	256	36
1680490	O	**Gusseted Cam Brackets, Drive Axle(s)**	24	2
1680500	S	**SBM Valve** Full trucks require a spring brake modulation (SBM) system for emergency braking application. This system requires an SBM valve and a relay valve with spring brakes on the rear axles. The SBM valve allows the foot valve to operate the rear axle spring brakes if a failure exists in the rear air system.	0	0
1680950	S	**Stability System Not Selected or Not Available**	0	0
1682430	S	**Anti-Lock Braking System (ABS) 4S4M** ABS-6. Includes air braking system.	0	0
1684200	S	**Synthetic Axle Lubricant All Axles** Peterbilt heavy duty models include Fuel Efficient Cognis EMGARD FE75W-90 which provides customers performance advantages over current synthetic lubricants with reduced gear wear and extended maintenance intervals, resulting in increased uptime. In addition, the lubricant provides improved fluid flow to protect gears in extreme cold conditions and withstand the stress from high temperatures, extending component life.	0	0
1687010	S	**Bendix Air Cam Rear Drum Brakes 16.5x7** Includes Automatic Slack Adjusters & Outboard Mounted Brake Drums.	0	0
1687348	O	**Tandem Drive Axle (Model 348)**	0	0
1705380	O	**Ratio 5.38 Rear Axle**	0	0

Unpublished options may require review/approval.
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Data	Code	Description	$ List	Weight
1821640	U	**Peterbilt Air Trac 46,000 lbs, 54in Axl** e Spacing	4,437	712
1922260	O	**Dash Mtd Dump Switch With Indicator Light** For suspension	34	2

Engine & Equipment

2074507	O	**PACCAR PX-9 370@1900 GOV@2100 1250@1400** Performance (2017 Emissions) N21320 N205 120..Standard Maximum Speed Limit [LSL] N21330 N207 0....Expiration Distance N21340 P005 120..Hard Maximum Speed Limit N21350 P001 72...Maximum Accelerator Pedal Vehicle Speed N21370 P059 72...Maximum Cruise Speed N21400 N203 252..Reserve Speed Function Reset Distance N21410 N202 0....Maximum Cycle Distance N21420 N206 10...Maximum Active Distance N21430 N201 0....Reserve Speed Limit Offset N21440 P015 YES..Engine Protection Shutdown N21450 P026 NO...Gear Down Protection N21460 P046 1400.Max PTO Speed N21470 P062 NO...Cruise Control Auto Resume N21480 P068 NO...Auto Engine Brake in Cruise N21500 N209 0....Expiration Distance N21510 P520 YES..Enable Idle Shutdown Park Brake Set N21520 P030 5....Timer Setting N21530 P233 YES..Enable Impending Shutdown Warning N21540 P234 60...Timer For Impending Shutdown Warning N21550 P516 35...Engine Load Threshold N21570 P031 NO...Idle Shutdown Manual Overrule N21590 P230 YES..Enable Hot Ambient Automatic Overrule N21610 P172 40...Low Ambient Temperature Threshold N21620 P173 60...Intermediate Ambient Temperature Threshold N21630 P171 80...High Ambient Temperature Threshold	9,057	0
2091310	O	**Engine Idle Shutdown Timer Disabled**	0	0
2091315	O	**Enable EIST Ambient Temp Overrule**	0	0
2091372	O	**Eff EIST NA Expiration Miles**	0	0
2091640	O	**Effective VSL Setting NA**	0	0
2140150	O	**Remote PTO And Throttle Provision**	17	0
2140200	O	**CARB Engine Idling Compliance** PACCAR PX-7, PX-9 and MX, Cummins ISL, ISM and ISX diesel engines will include the required factory installed serialized sticker on the drivers door to identify them as meeting the NOx idling standard.	0	0
2513060	S	**PACCAR 160 Amp Alternator, Brushed**	0	0
2521090	O	**Immersion Type Block Heater 110-120V** Standard location is center left hand under cab and includes a weather-proof cover that protects the receptacle. This pre-heater keeps the coolant in the engine block from freezing when the engine is not running.	81	2
2522050	S	**PACCAR 12V Starter**	0	0
2538040	O	**3 PACCAR Premium 12V Dual Purpose Batt 2190 CCA** Threaded stud type terminal. Stranded copper battery cables are double aught (00) or larger to reduce resistance.	256	62

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Printed: 3/28/2018 8:36:59 AM *Complete* Model Number: Model 348
Effective Date: Jan 1, 2018 Quote/DTPO/CO: Q13564580

Data	Code	Description	$ List	Weight
2539410	O	**Battery Jumper Terminal Mounted Under Hood** LH Frame Rail. Not available with PX-7 engines.	98	4
2621000	O	**2-Speed Fan Clutch For Frequent Start/Stops**	370	0
2723210	S	**18.7 CFM Air Compressor** N/A X15. Furnished on engine. Teflon lined stainless steel braided compressor discharge line.	0	0
2812210	O	**VGT Exhaust Brake** (Variable Geometry Turbo). Provides approximately 90-100 HP of retardation and is part of the turbocharger.	316	0
2921160	S	**Spin-On Fuel/Water Separator**	0	0
2921210	S	**No Fluid Heat Option for Fuel Filter**	0	0
2921320	O	**12V Heat for Fuel Filter**	58	0
3010400	O	**Engine Protection Shutdown** Includes oil pressure, oil temperature, coolant temperature, and intake manifold temperature.	4	0
3114270	S	**High Efficiency Cooling System** Cooling module is a combination of steel and aluminum components, with aluminum connections to maximize performance and cooling capability. Silicone radiator & heater hoses enhance value, durability, & reliability. Constant tension band clamps reduce leaks. ClimaTech extended life coolant extends maintenance intervals which reduces maintenance costs. Anti-freeze effective to -30 degrees F helps protect the engine. Low coolant level sensor warns of low coolant condition to prevent engine damage. Radiator Size by Model: 587: 1330 sq in, 579/367 FEPTO 1325 sq in, 567/365/367: 1440 sq in, 384/386: 1301 sq in, 365 FEPTO: 1184 sq in, 389/367 HH: 1669 sq in, 348: 1000 sq in, 320: 1242 sq in.	0	0
3211120	S	**Radial Seal, Dry Type Air Cleaner, Frontal** Air Intake. Molded rubber air intake connections with lined stainless steel clamps seal to prevent contaminants in air intake.	0	0
3365270	O	**Exhaust Single RH Side Of Cab** DPF/SCR RH Under Cab (2017).	346	29
3381770	O	**Curved Tip Standpipe(s)**	43	0
3387610	O	**18in Ht, 5in Dia Chrome, Clear Coat Standpipe(s)**	359	-2
Transmission & Equipment				
4052110	O	**Allison 3000 RDS-P Transmission, Gen 5** Rugged Duty Series. Includes Rear Transmission Support except on MX engines, TranSynd Automatic Transmission Fluid, and Water Oil Heat Exchange. Also includes features that monitor the transmission fluid, filter and clutch condition. Will display percent life remaining for the transmission fluid, filter and clutches on the shift selector. This information may be displayed using the Mode and Up and Down buttons. A wrench icon will also be included to indicate when the transmission fluid, filter or clutches need servicing. (Suited for vehicles operating on/off highway and/or requiring PTO operation) Forward Ratios: 1st-3.49, 2nd-1.86, 3rd-1.41, 4th-1.00, 5th-0.75, 6th-0.65 / Reverse Ratios: DR-(5.03)	9,833	110
4210330	O	**1760 HD Driveline, 2 Midship Bearings**	716	80
4250500	U	**Allison 5th Gen RDS, Pkg 172**	223	0

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Data	Code	Description	$ List	Weight
4250720	O	**Allison FuelSense Not Desired**	0	0
4256471	U	**ALLISON 4th Gear Lockup AJ**	298	0
4256640	O	**Allison 6-Speed Configuration, Close Ratio Gears** 3000 Series Transmissions	0	0
4256920	O	**Dash Mounted Push Button Shifter** Available with Allison Transmissions.	619	0
Air & Trailer Equipment				
4510320	S	**Bendix AD-IS Air Dryer W/Heater** And Coalescing Filter	0	0
4520420	O	**Pull Cords All Air Tanks**	6	0
4540420	S	**Nylon Chassis Hose**	0	0
4543320	S	**Steel Painted Air Tanks** All air tanks are steel with painted finish except when Code 4543330 Polish Aluminum Air Tanks is also selected (then exposed air tanks outside the frame rails will be polished aluminum). Peterbilt will determine the optimal size and location of required air tanks. Narratives requesting a specific air tank size or location will not be accepted for factory installation. See ECAT to determine number or location of air tanks installed.	0	0
4611930	O	**Body Connections 5ft BOC** Junction Box contains light and power circuits for Body Connections located 5ft from BOC.	132	4
Tires & Wheels				
5069660	O	**FF: BR 20ply 425/65R22.5 M854** Diameter = 44.8 inches; SLR = 20.7 inches	846	148
5169430	O	**RR: BR 14ply 11R22.5 M710 Ecopia** Diameter = 41.8 inches; SLR = 19.5 inches	424	48
5190008	O	**Code-rear Tire Qty 08**	0	0
5220090	O	**FF: Alcoa 823627 22.5X12.25 Clean Buff Finish** Aluminum	707	-10
5310610	O	**RR: Accur Steel Armor 50344PK 22.5X8.25** Heavy Duty, 5 Hand Holes	324	112
5390008	O	**Code-rear Rim Qty 08**	0	0
Fuel Tanks				
5554160	O	**26 in Aluminum 90 Gallon Fuel Tank LH U/C** Includes steps for cab access. Paddle handle filler cap with threadless filler neck. Top draw fuel plumbing reduces chance of introducing air into the fuel system during low fuel level conditions due to the central placement of fuel pickup tube. Wire braid fuel lines increase durability & reduce potential for leaks.	271	14
5602090	O	**Location LH U/C 90 Gallon**	0	0
5652890	O	**DEF Tank Mounted LH BOC** Models 210, 220 and 320 mounted LH cab fender.	0	0
5652990	O	**Standard DEF To Fuel Ratio 2:1 Or Greater**	0	0
5655019	S	**DEF Tank Small**	0	0
Battery Box & Bumper				

Data	Code	Description	$ List	Weight
6010800	O	**Install Batteries On Temp Plywood Support BOC** Includes maximum length battery cables allowable per engine manufacture requirements. Recommend three or more batteries for Class 8.	15	-97
6040550	S	**Aftertreatment RH U/C AlumINUM Non-Slip Cab Entry** Step. DPF/SCR for diesel engines, catalyst for natural gas engines. On Models 579 specifying chassis fairings, the box will be aerodynamic.	0	0
6113050	O	**Aluminum Channel Bumper Stainless Steel Clad** 2 Tow pins	613	-4
Cab & Equipment				
6515640	O	**Alum Cab 110in BBC Metton Hood** With bright finish crown. Includes view window RH door and convex mirror over RH door.	790	0
6540120	O	**Severe Service Cab Package #1** Includes Aluminium side skins, aluminum rear skin, steel windshield mask, steel firewall, and steel front floor sheet on all cabs, and additional reinforcement structure on the back wall of the day cab.	129	39
6540160	O	**Thermal Insulation Package in Cab** Includes thick, closed-cell foam in floor, special mylar-faced foam in walls and roof structure.	19	2
6800360	O	**Rubber Fender Lips 2 Inch Wide**	95	8
6911700	S	**Peterbilt UltraRide Driver Seat**	0	0
6921700	S	**Peterbilt UltraRide Passenger Seat**	0	0
6930580	O	**Drivers Armrests - LH & RH** Required in Model 587 with Evolution LX seats, optional with Evolution ST and Roiltek Seats.	69	4
6930590	O	**Passenger Armrest - LH only** Required with Evolution LX seats, optional with Evolution ST Seats.	35	2
6930800	O	**Black Seat Color ipo Standard Color**	0	0
6939400	S	**Air Ride Driver**	0	0
6939420	S	**High Back Driver**	0	0
6939480	O	**Mordura Driver**	52	0
6939500	O	**Air Ride Passenger**	199	43
6939520	S	**High Back Passenger**	0	0
6939580	O	**Mordura Passenger**	52	0
7001520	O	**Adjustable Steering Column - Tilt/Telescope**	113	11
7001620	S	**Steering Wheel with Peterbilt Logo** Steering Wheel with embossed Peterbilt logo over horn button.	0	0
7036120	S	**Interior Grey/Black** Includes rugged charcoal instrument panels, glare-resistant gray dash, black bezels on gauges, (2) power ports, monochromatic molded door pads with durable in-mold color, gray molded back wall, 18 inch 4-spoke soft-touch steering wheel, soft-touch steering column cover, power lift passenger window, extruded rubber floor covering, header-mounted dome light, foot well lighting, integrated "dead pedal", (4) inside entry grab handles, (2) inside sunvisors, (2) coat hooks, (2) cup holders and map bin in dash.	0	0

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Data	Code	Description	$ List	Weight
7210430	O	**Extended Rear Window ipo Std Window-Day Cab** The extended rear window protrudes two inches more than the standard conventional rear cab window. Take this into consideration when determining your loadspace.	68	0
7210540	S	**Day Cab Rear Window**	0	0
7230060	S	**One Piece Curved Windshield**	0	0
7322010	S	**Combo Fresh Air Heater/Air Conditioner** With radiator mounted condenser, dedicated side window defrosters, Bi-Level Heater/Defroster Controls, 54,500 BTU/HR, and silicone heater hoses.	0	0
7410040	O	**Outside Sunvisor - Stainless Steel** Not available with 2.1M high roof sleeper or furnished by owner sleeper.	191	4
7511010	O	**Stainless Steel Mirrors 7x16 with Heat Element** Right Click on Option to see Picture in Product Portfolio.	70	2
7560850	O	**(2) Convex 8 Inch SS Mirrors** Center mounted under mirror bracket. If rear view mirrors are heated, the convex mirrors will be heated. Option includes dual door stops.	239	4
7565180	O	**Polished Lower Mirror Bracket Covers**	16	0
7610020	O	**(1) Air Horn 15in Painted** Mounted under cab.	169	8
7725710	O	**Standard Speaker Package For Cab** (2) Speakers	118	4
7725715	O	**ConcertClass Without CD, Includes BT Phone and** Audio, AM/FM, WB, USB and MP3.	323	10
7782230	O	**Radio Antenna Mounted Logger Style** Antenna Mounted LH on BOC In Place of Center Roof position on Conventional Models. Models 579 and 567 Antenna Mounted LH Roof In Place Of Center Roof position.	23	0
7850210	O	**Plug-In Auto Reset Circuit Breaker** in place of fuses in junction box.	40	0
7851480	S	**Peterbilt Electric Windshield Wipers** With Intermittent Feature.	0	0
7900090	O	**Triangle Reflector Kit Shipped Loose**	17	13
7900270	O	**Fire Extinguisher; Cab Mounted** Hazmat approved UL listed/rated ABC.	85	8
7901130	O	**Backup Alarm (107dB)**	56	3
8011400	O	**Main Transmission Oil Temperature Gauge** Located in Driver Information Display	12	0
8021380	S	**Air Restriction Indicator** Mounted on air cleaner,intake piping, or firewall.	0	0
8071340	O	**Bright Bezel Gauges**	86	0

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Data	Code	Description	$ List	Weight
8071870	S	**Main Instrumentation Panel, Graphics Display** Includes speedometer with tripodometer, tachometer with hourmeter and outside air temperature display, voltmeter, engine oil pressure, engine coolant temperature, fuel level, primary and secondary air pressure gauges. Includes standard warning light package: high water temperature, low oil pressure, and low air pressure warning lights w/audible alarms, high beam, turn signal, low fuel, parking brake, and ice warning indicators; seat belt reminder; rocker switches with long-life LED indicators; multi-function turn stalk with flash-to-pass feature (night mode flashes headlights and marker lights; day mode flashes headlights only), intermittent windshield wiper and headlamp beam control. Hydraulic braked trucks do not include air pressure gauges.	0	0
8111110	S	**Headlights Composite Fender Mounted** Integral Park, Turn, and Side Marker	0	0
8120980	S	**(5) Marker Lights, Aero LED** Light Emitting Diodes	0	0
8133960	O	**Daytime Running Lights** (Required on Canadian units)	66	0
8140080	O	**LED Stop/Turn/Tail/Backup** Bracket mounted LH/RH EOF	155	2
8140850	O	**Moveable EOF Xmbr For Mounting Taillights** Square EOF with or without EOF xmbr.	2	10
Paint				
8500710	O	**Standard Paint Color Selection**	-200	0
8530770	S	**(1) Color Axalta Two Stage - Cab/Hood** Base Coat/Clear Coat N85020 A - L0006EY WHITE N85400 HOOD TOP L0006EY WHITE N85500 CAB ROOF L0006EY WHITE N85200 FRAME N0001EA BLACK N85300 FENDER L0006EY WHITE	0	0
Shipping Destination				
8999990	O	**Shipping Destination Other Than Dealer** (Specify by narrative) N89900 Vactor N89910 TBD N89920 TBD, TB TBD N89930 TBD TBD N89940 TBD	0	0
Options Not Subject To Discount				
9400091	S	**Peterbilt Class 7 Standard Coverage** 1 year/Unlimited Miles/km	0	0
9400094	S	**PACCAR PX-9 Standard Coverage** 2 yrs/250,000 mi (402,336 km)/6,250 hrs	0	0
9408982	O	**Vehicle Layout** Option is not subject to discount. Fleets will be split prior to build so that the charge is applied to only one unit. Quotes will not reflect this. N94000 TBD N94010 TBD N94020 TBD	1,250	0

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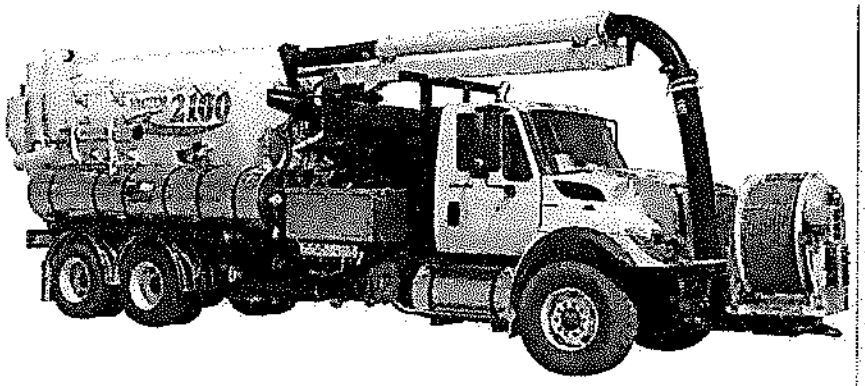
Data	Code	Description	$ List	Weight
Miscellaneous				
9409800	O	**2017 EPA Emissions Engine** Warranty Only	0	0

Total Adjusted Price (W/O Freight & Warranty & Surcharges)	$155,723
Freight Charge	$2,200
Options Not Subject to Discount	$1,250
Surcharges Not subject to Discount	$0
Total Weight	16241

Prices and Specifications Subject to Change Without Notice.

Presents a Proposal Summary

of the



2100 Plus

Combination Single Engine Sewer Cleaner with Positive Displacement Vacuum System Mounted on a Heavy Duty Truck Chassis

for

City of San Luis

1090 E Union St.PO Box 3750

San Luis, AZ 85349

Bill Bergman
Tel: 6023013866

Quote Number: 2018-23811

Order Qty	Part Number	Description
1	2112P-16	2100i PD, 16" Vacuum, 12 yrd Debris, Combo
1	2018P	Additional Water, 1500 Gal Total (12 yrd)
1	5002PA	80 GPM/2500 PSI
1	010PSTD	48w x 22h x 24d Curbside Toolbox
1	011PSTD	Aluminum Fenders
1	012PSTD	Mud Flaps
1	014PSTD	Electric/Hydraulic Four Way Boom
1	016PSTD	Color Coded Sealed Electrical System
1	018PSTD	Remote Pendant Control With 35' Cord
1	019PASTD	Intuitouch Electronic Package
1	020PSTD	Double Acting Hoist Cylinder
1	025PSTD	Handgun Assembly w/35' x 1/2" Hose w/Quick Disconnects
1	026PSTD	Ex-Ten Steel Cylindrical Debris Tank
1	030PSTD	Flexible Hose Guide
1	032PSTD	(3) Nozzles with Carbide Inserts w/Rack
1	045PSTD	Suction Tube Storage - 4 Pipe
1	046PSTD	1" Nozzle Pipe
1	048PSTD	10' Leader Hose
1	1001PSTD	Flat Rear Door w/Hydraulic Locks
1	1005PSTD	Dual Stainless Steel Float Shut Off System
1	1016PSTD	SS Microstrainer Prior to Blower
1	1024PSTD	Debris Body Vacuum Relief System
1	1031PSTD	Debris Deflector Plate
1	1033PSTD	60" Dump Height
1	2022PSTD	Additional Water Tank Sight Gauge
1	2023PSTD	Liquid Float Level Indicator
1	5010PSTD	Rodder System Accumulator - Jack Hammer on/off Control w/ manual valve
1	5011PSTD	3" Y-Strainer @ Water Pump
1	5012PSTD	Performance Package
1	5014PSTD	1" Water Relief Valve
1	5015PSTD	Midship Handgun Coupling
1	5019PSTD	Chassis Engine Cooling Package
1	5022PSTD	Side Mounted Water Pump
1	6004PSTD	Hose Wind Guide (Dual Roller), Manual
1	6007PSTD	Hose Reel Manual Hyd Extend/Retract
1	6009PSTD	Hose Reel Chain Cover
1	6020PBSTD	Hydraulic Extending 15", Rotating Hose Reel, 1" x 800' Capacity
1	6017PSTD	Hydraulic Tank Shutoff Valves
1	7001PSTD	Tachometer/Chassis Engine w/Hourmeter
1	7003PSTD	Water Pump Hour Meter
1	7004PSTD	PTO Hour Meter
1	7007PSTD	Tachometer & Hourmeter/Blower
1	8000PSTD	Circuit Breakers
1	8025PSTD	LED Lights, Clearance, Back-up, Stop, Tail & Turn
1	9002PSTD	Tow Hooks, Front
1	9002PSTD	Tow Hooks, Rear
1	9003PSTD	Electronic Back-Up Alarm

1	S390ASTD	8" Vacuum Pipe Package
1	S560STD	Emergency Flare Kit
1	S590STD	Fire Extinguisher 5 Lbs.
1	1003P	Debris Body Washout
1	1008P	6" Rear Door Knife Valve w/Camloc, 3:00 position
1	1009PD	Full Rear Door Swinging Screen
1	1014P	Centrifugal Separators (Cyclones)
1	1015P	Folding Pipe Rack, Curbside
1	1015PA	Folding Pipe Rack, Streetside
1	1022P	Rear Door Splash Shield
1	1023P	Lube Manifold
1	1023PA	Plastic Lube Chart, included with Lube Manifold
1	2001PSTD	Low Water Indicator On Screen w/Alarm and Water Pump Flow Indicator
1	2011PSTD	3" Y-Strainer at Passenger Side Fill, in lieu of 2", with 25' Fill Hose
1	3019PSTD	Digital Water Pressure Gauge
1	4015P	180 deg. 10ft Telescoping Boom
1	4006PSTD	Front Joystick Boom Control
1	4010PSTD	Boom Hose Storage, Post
1	4022PSTD	Telescopic Boom Elbow, Standard
1	5021P	Hydro Excavation Kit/Retract Reel w/50' Hose and Nozzle
1	6002PB	600' x 1" Piranha Sewer Hose 2500 PSI in lieu of STD
1	6004PD	Rodder Hose Pinch Roller
1	6005PDSTD	Digital Hose Footage Counter
1	6019P	Rodder Pump Drain Valves
1	8001PA	Rear Directional Control, Signal Master Arrow Board, 10 Lights
1	8002P	Hand Light w/Bumper Plug
1	8007PC	Strobe Light, LED, Rear, Federal Signal, Amber
1	8007PB	Strobe Light, LED, Cab Guard, Federal Signal, Amber
1	8028P	Worklights (2), LED, Telescoping Boom
1	8029P	Worklights (2), LED, Rear Door
1	8029PA	Worklight, LED, Operators Station
1	8029PB	Worklight, LED, Hose Reel Manhole
1	8029PC	Worklight, LED, Curb Side
1	9021PA	Camera System, Front and Rear
1	9023PA	Safety Cone Storage Rack - Post Style
1	9071PE	Toolbox, Behind Cab - 16w 30h x 96d
1	9072PB	Toolbox, Driver Side Chassis Frame, 24w x 24h x 24d
1	P112STD	Module Paint, DuPont Imron Elite - Sanded Primer Base
1	P124STD	Vactor 2100i Body Decal, Standard
1	LOGO-APPL.	Vactor/Guzzler Logos - Applied
1	500655B-30	Vactor Standard Manual and USB Version - 1 + Dealer
1	Chassis- Mod	Chassis Modifications Charges
	Mounted Peterbilt Model 348 Chassis Purchased thru local dealer (Rush Truck Center)	

Vactor Factory Price: $260,618.00

Vactor 2100Plus mounted onto Peterbilt 348 Chassis

Chassis not included in this quote , Body pricing only

Price valid for 90 Days from date of 3/27/2018

PROPOSAL DATE: 3/27/2018
QUOTE NUMBER: 2018-23811
Price List Date: 1/1/2018
PO NUMBER:
QTY: _____ Customer Initials:_____

PAYMENT TERMS:

PROPOSAL NOTES:

1. Multiple unit orders will be identical to signed proposal. Changes or deviations to any unit of a multiple unit order will requires a new signed proposal.
2. Chassis specifications and data codes for customer supplied chassis must be submitted to and approved by Vactor Manufacturing prior to submittal of customer purchase order
3. All prices quoted are in US Dollars unless otherwise noted.

SIGNED BY:

_____ Date: _____

LIMITED WARRANTY

Limited Warranty. Each machine manufactured by VACTOR/GUZZLER MANUFACTURING (or, "the Company") is warranted against defects in material and workmanship for a period of 12 months, provided the machine is used in a normal and reasonable manner and in accordance with all operating instructions. In addition, certain machines and components of certain machines have extended warranties as set forth below. If sold to an end user, the applicable warranty period commences from the date of delivery to the end user. If used for rental purposes, the applicable warranty period commences from the date the machine is first made available for rental by the Company or its representative. This limited warranty may be enforced by any subsequent transferee during the warranty period. This limited warranty is the sole and exclusive warranty given by the Company.

STANDARD EXTENDED WARRANTIES (Total Warranty Duration)

2100 Series, HXX, Series and Jetters	10 years against water tank leakage due to corrosion. nonMettalic water tanks are covered for 5 yrs against any factory defect in material or workmanship.
2100 Series and HXX only	5 years against leakage of debris tank, centrifugal compressor or housing due to rust-through.
2100 Series and Jetters	2 years - VactorRodder Pump on all unit serial numbers starting with 13##V#####.

Exclusive Remedy. Should any warranted product fail during the warranty period, the Company will cause to be repaired or replaced, as the Company may elect, any part or parts of such machine that the Company's examination discloses to be defective in material or factory workmanship. Repairs or replacements are to be made at the selling Vactor/Guzzler distributor's location or at other locations approved by the Company. In lieu of repair or replacement, the Company may elect, at its sole discretion, to refund the purchase price of any product deemed defective. The foregoing remedies shall be the sole and exclusive remedies of any party making a valid warranty claim.

This Limited Warranty shall not apply to (and the Company shall not be responsible for):

1. Major components or trade accessories that have a separate warranty from their original manufacturer, such as, but not limited to, trucks, engines, hydraulic pumps and motors, tires and batteries.
2. Normal adjustments and maintenance services.
3. Normal wear parts such as, but not limited to, oils, fluids, vacuum hose, light bulbs, fuses, gaskets.
4. Failures resulting from the machine being operated in a manner or for a purpose not recommended by the Company.
5. Repairs, modifications or alterations without the express written consent of the Company, which in the Company's sole judgment, have adversely affected the machine's stability, operation or reliability as originally designed and manufactured.
6. Items subject to misuse, negligence, accident or improper maintenance.

NOTE The use in the product of any part other than parts approved by the Company may invalidate this warranty. The Company reserves the right to determine, in its sole discretion, if the use of non-approved parts operates to invalidate the warranty. Nothing contained in this warranty shall make the Company liable for loss, injury, or damage of any kind to any person or entity resulting from any defect or failure in the machine.

THIS WARRANTY SHALL BE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ALL OF WHICH ARE DISCLAIMED.

This warranty is in lieu of all other obligations or liabilities, contractual and otherwise, on the part of the Company. For the avoidance of doubt, the Company shall not be liable for any indirect, special, incidental or consequential damages, including, but not limited to, loss of use or lost profits. The Company makes no representation that the machine has the capacity to perform any functions other than as contained in the Company's written literature, catalogs or specifications accompanying delivery of the machine. No person or affiliated company representative is authorized to alter the terms of this warranty, to give any other warranties or to assume any other liability on behalf of the Company in connection with the sale, servicing or repair of any machine manufactured by the Company. Any legal action based hereon must be commenced within eighteen (18) months of the event or facts giving rise to such action.

The Company reserves the right to make design changes or improvements in its products without imposing any obligation upon itself to change or improve previously manufactured products.

GUZZLER

VACTOR

VACTOR/GUZZLER MANUFACTURING

1621 S. Illinois Street
Streator, IL 61364

	Contract Change Order Summary		Arizona Department of Administration State Procurement Office 100 N. 15th Avenue Phoenix, AZ 85007
	Contract No.: ADSPO14-063234		
	Change Order No.: 7	Date: December 14, 2017	

Medium and Heavy Duty Cab and Chassis

Rush Truck Centers of Arizona

1. The above mentioned contract is hereby amended as follows:

   a. In accordance with Special Terms and Conditions, Contract Extension, the term of the contract shall be extended an additional twelve (12) months through 01/14/19.

ALL OTHER REQUIREMENTS, SPECIFICATIONS, TERMS AND CONDITIONS REMAIN UNCHANGED

ACKNOWLEDGEMENT AND AUTHORIZATION

This change order shall be fully executed upon the approval electronically in ProcureAZ by an authorized representative of the Contractor and applied to the contract in ProcureAZ by the Procurement Officer or delegate.

Master Blanket Purchase Order ADSPO14-063234

Header Information

Purchase Order Number:	ADSPO14-063234	**Release Number:**	0	**Short Description:**	Medium and Heavy Duty Cab and Chassis
Status:	3PS - Sent	**Purchaser:**	Lori Noyes	**Receipt Method:**	Quantity
Fiscal Year:	2014	**PO Type:**	Blanket	**Minor Status:**	
Organization:	State of Arizona				
Department:	ADSPO - State Procurement Office	**Location:**	STRGC - SPO Strategic	**Type Code:**	Statewide
Alternate ID:		**Entered Date:**	01/09/2014 05:09:17 PM	**Control Code:**	
Days ARO:	0	**Retainage %:**	0.00%	**Discount %:**	0.00%
Print Dest Detail:	If Different				
Catalog ID:		**Release Type:**	Direct Release	**Pcard Enabled:**	Yes
Contact Instructions:	Lori.Sherill@azdoa.gov, 602-542-7144	**Tax Rate:**		**Actual Cost:**	$0.00
Master Blanket/Contract End Date (Maximum):	01/14/2019 12:59:59 PM				
Project No.:					
Building Code:					
Cost Code:					
Special Purchase Types:					
PIJ NUMBER:					
Coop Spend To Date:					
Commodity Reference Id:					
PO External Doc Type:					
Agency Attachments:	PO Terms & Conditions - OLD Change Order to Renew to 2019 Current Contract Pricing for 14-063234 Contract Amendment to Renew Medium and Heavy Duty Cab and Chassis				

Contract Pricing~7.xlsx Awarded Vehicle Specs - Rush Truck Centers.zip Submitted Offer - Rush Truck Centers.pdf ADSPO14-063234 Contract Document.pdf Current Rush Truck Insurance Contract Amendment No. 2 - Contract Extension~1.pdf Current Rush Truck Center Pricing Rush Truck Centers Change Order No. 1

Vendor Attachments:

Agency Attachment Forms:

Vendor Attachment Forms:

Primary Vendor Information & PO Terms

Vendor: 000000239 - RUSH TRUCK CENTERS OF ARIZONA INC
Tyrone Banks
9600 W Roosevelt St
Tolleson, AZ 85353
US
Email: bankst@rush-enterprises.com
Phone: (602)422-8100
FAX: (602)422-8175
Alt. Reference: 20001

Payment Terms:

Shipping Method:

Shipping Terms:

Freight Terms:

PO Acknowledgements:

Purchase Order	Notifications	Acknowledged Date/Time
	Emailed to bankst@rush-enterprises.com at 01/28/2014 08:48:13 AM	01/29/2014 09:06:29 AM

Master Blanket/Contract Vendor Distributor List

Vendor ID	Alternative ID	Vendor Name	Preferred Delivery Method	Vendor Distributor Status
000000239	PZ000000239	RUSH TRUCK CENTERS OF ARIZONA INC	Email	Active

Master Blanket/Contract Controls

Master Blanket/Contract Begin Date: 01/15/2014 **Master Blanket/Contract End Date:** 01/14/2019

Cooperative Purchasing Allowed: Yes

Organization	Department	Dollar Limit	Dollars Spent to Date	Minimum Order Amount
ALL ORG - Organization Umbrella Master Control	AGY - Agency Umbrella Master Control	$0.00	$75,319.85	$0.00

Item Information

1-5 of 23
1 2 3 4 5

Print Sequence # 1.0, Item # 1: Medium Duty Cab and Chassis Class 5 (16,001-19,500 lb GVWR). Please refer to pricing listed in file 'Rush Truck Center Pricing - Effective 1.15.14.xlsx' within Attachments. 3PS - Sent

NIGP Code: 072-05
Class 5 Trucks (16,001 - 19,500 lb. GVWR)

Bid # / Bid Item #: ADSPO14-00003602 / 1 Quote # / Quote Item #: 000024953 / 1

Receipt Method	Qty	Unit Cost	UOM	Discount %	Total Discount Amt.	Tax Rate	Tax Amount	Total Cost
Quantity	0.0	$0.00	EA - Each	0.00	$0.00		$0.00	$0.00

Manufacturer: Brand: Model:

Make: Packaging:

Project No.:

Building Code:

Cost Code:

Property Number:

Print Sequence # 2.0, Item # 6: Medium Duty Cab and Chassis Class 6 (19,501-26,000 lb GVWR). Please refer to pricing listed in file 'Rush Truck Center Pricing - Effective 1.15.14.xlsx' within Attachments. 3PS - Sent

NIGP Code: 072-06
Class 6 Trucks (19,501 - 26,000 lb. GVWR)

Receipt Method	Qty	Unit Cost	UOM	Discount %	Total Discount Amt.	Tax Rate	Tax Amount	Total Cost
Quantity	0.0	$0.00	EA - Each	0.00	$0.00		$0.00	$0.00

Manufacturer: Brand: Model:

Make: Packaging:

Project No.:

Building Code:

Cost Code:

Property Number:

Print Sequence # 3.0, Item # 7: Heavy Duty Cab and Chassis Class 7 (26,001-33,000 lb GVWR). Please refer to pricing listed in file 'Rush Truck Center Pricing - Effective 1.15.14.xlsx' within Attachments. 3PS - Sent

NIGP Code: 072-07
Class 7 Trucks (26,001 - 33,000 lb. GVWR)

Receipt Method	Qty	Unit Cost	UOM	Discount %	Total Discount Amt.	Tax Rate	Tax Amount	Total Cost
Quantity	0.0	$0.00	EA - Each	0.00	$0.00		$0.00	$0.00

Manufacturer: Brand: Model:

Make: Packaging:

Project No.:

Building Code:

Cost Code:

Property Number:

Print Sequence # 6.0, Item # 5: Diagnostic Tools/Subscription - Paccar Engine - Davie Scan Tool for Diagnostics. 3PS - Sent

NIGP Code: 075-78
Testers: Engine Analysis, Headlight, Ignition, Timing, Compression, Oscilloscopes, Stroboscopes, etc.

Bid # / Bid Item #: ADSPO14-00003602 / 5 Quote # / Quote Item #: 000024953 / 5

Receipt Method	Qty	Unit Cost	UOM	Discount %	Total Discount Amt.	Tax Rate	Tax Amount	Total Cost
Quantity	0.0	$5,000.00	EA - Each	0.00	$0.00		$0.00	$0.00

Manufacturer: Brand: Model:

Make: Packaging:

Project No.:

Building Code:

Cost Code:

Property Number:

Print Sequence # 8.0, Item # 8: Diagnostic Tools/Subscription - Cummins Engine - Scan Tool QC5200 3PS - Sent

NIGP Code: 075-78
Testers: Engine Analysis, Headlight, Ignition, Timing, Compression, Oscilloscopes, Stroboscopes, etc.

Receipt Method	Qty	Unit Cost	UOM	Discount %	Total Discount Amt.	Tax Rate	Tax Amount	Total Cost
Quantity	0.0	$1,000.00	EA - Each	0.00	$0.00		$0.00	$0.00

Manufacturer: Brand: Model:

Make: Packaging:

Project No.:

Building Code:

Cost Code:

Property Number:

1-5 of 23
1 2 3 4 5

Exit

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ACTOR
2100
Plus

AGENDA ITEM REVIEW FORM

Regular City Council Meeting **6.A.**

Meeting Date: 04/11/2018

Department Head: Monica Castro, Director of Finance, Finance Department

Submitted By: Monica Castro, Director of Finance, Finance Department

Action Requested: Motion

ITEM:

Discussion and possible action on any and all matters regarding the approval and acceptance for filing the Comprehensive Annual Financial Report for the City of San Luis, fiscal year ended June 30, 2017. **(Heinfeld, Meech & Co., P.C.)**

SUMMARY:

The Comprehensive Annual Financial Report (CAFR) is an audit of the governmental activities, the business-type activities, the aggregate discretely presented component unit, each major fund and the aggregate remaining fund information of the City as of and for the year ended June 30, 2017 (CAFR 2017). The audit was conducted in accordance with auditing standards generally accepted in the United States of America and was performed for the purpose of complying with A.R.S. §9-481. The report is available online.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO APPROVE AND ACCEPT THE FILING OF THE COMPREHENSIVE ANNUAL FINANCIAL REPORT FOR THE CITY OF SAN LUIS FOR THE FISCAL YEAR ENDED JUNE 30, 2017.

N/A

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:	N/A
CITY/STATE/FEDERAL FUNDS:	N/A
TOTAL:	N/A
BUDGETED AMOUNT:	N/A
AVAILABLE AMOUNT TO TRANSFER:	N/A
ACCT NAME & GL#/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.

Attachments

CAFR Fiscal Year 2017

COMPREHENSIVE ANNUAL FINANCIAL REPORT

FOR THE FISCAL YEAR ENDED JUNE 30, 2017

CITY OF SAN LUIS, AZ

COMPREHENSIVE ANNUAL FINANCIAL REPORT

For the Fiscal Year ended
June 30, 2017

City of San Luis, Arizona

Prepared By: Department of Finance

CITY OF SAN LUIS, ARIZONA
Comprehensive Annual Financial Report
for the Fiscal Year Ended June 30, 2017

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CITY OF SAN LUIS, AZ
INC. 1979

INTRODUCTORY SECTION

CITY OF SAN LUIS, AZ
INC. 1979

City of San Luis

Finance Department

January 29, 2018

Honorable Mayor, City Council, City Manager and Citizens of the City of San Luis, Arizona:

I am pleased to present the Comprehensive Annual Financial Report (CAFR) for the fiscal year ended June 30, 2017. Laws of the State of Arizona require that all local governments publish a complete set of audited financial statements presented in conformity with generally accepted accounting principles (GAAP) and audited in accordance with generally accepted auditing standards by a firm of licensed certified public accountants. Pursuant to that requirement, we hereby issue the comprehensive annual financial report of the City of San Luis for the fiscal year ended June 30, 2017.

Management assumes full responsibility for the completeness and reliability of the information contained in this report, based upon a comprehensive frame-work of internal control that it has established for this purpose. The internal control framework is designed both to protect the government's assets from loss, theft or misuse and to allow the compilation of sufficient reliable information for the preparation of financial statements. Because the cost of internal control should not exceed anticipated benefits, the objective is to provide reasonable, rather than absolute, assurance that the financial statements are free of any material misstatements. We believe the data, as presented in this report, is accurate in all material respects and is presented in a manner which fairly sets forth the financial position and results of operations of the City on both a city-wide and fund basis. Furthermore, we believe that all disclosures necessary to enable the reader to gain an understanding of the City's financial activity and financial stability have been included.

The basic financial statements and related notes have been audited by an independent firm of certified public accountants, Heinfeld, Meech & Co., P.C., whose report is included herein. As stated in the independent auditors' report, the goal of the independent audit was to provide reasonable assurance that the financial statements are free from material misstatements. The independent audit involved examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; assessing accounting principles used and significant estimates made by management; and evaluating the overall financial statement presentation. The independent auditors concluded, based upon the audit, that there was a reasonable basis for rendering an unmodified opinion that the financial statements of the City of San Luis, Arizona for the fiscal year ended June 30, 2017, are fairly presented, in all material respects, in conformity with GAAP. The independent auditors' report is located at the front of the financial section of this report.

The independent audit of the financial statements of San Luis is usually part of a broader, federally mandated "Single Audit" designed to meet the special needs of federal grantor agencies. The standards governing Single Audit engagements require the independent auditor to report not only on the fair presentation of the financial statements, but also on the government's internal controls and compliance with legal requirements. A grant reform that increased single-audit threshold, changed audit rules for fiscal years beginning on or after January 1, 2015. As a result of the new rules, the City was required to undergo a single-audit due to the expended amounts that exceeded the $750,000 margin in federal dollars during the audited year. In addition, the City is required to make records available for review or audit by appropriate officials of the federal agencies and the U.S. Government Accountability Office.

Management's Discussion and Analysis (MD&A) immediately follows the independent auditor's and provides an introduction, overview, and analysis of the basic financial statements. The discussion and analysis that complements this letter of transmittal should be read in combination with it.

Profile of the Government

The City of San Luis, incorporated in 1979, is located in the southwestern corner of Arizona immediately adjacent to both Mexico and California. It currently occupies 30 squares miles and serves a population of approximately 34,000. The City of San Luis is empowered by state statute to extend its corporate limits by annexation, which it has done from time to time. Policy-making and legislative authority are vested in a governing council (Council) consisting of the Mayor and six Council Members, all elected on a non-partisan basis. The Mayor is elected at-large for a four-year term. Council members are elected, for four- year terms, with four members elected every two years. The City Council is responsible for passing ordinances, adopting the budget, appointing committee, commission, and board members, and appointing the positions of City Manager, City Attorney, and Magistrate. The City Manager is responsible for carrying out the policies and ordinances of the City Council, as well as overseeing the day-to-day operations of the City.

Between the 2000 census and the 2010 census the City's population increased by over 66.46 percent, from approximately 15,400 to approximately 25,500. The estimated current population is approximately 34,000. Based on current projections, population growth trends are expected to continue, at the same pace. While having a positive impact, this growth will continue to present challenges to the City in providing its current high level of services.

The City provides a full range of municipal services, including police and fire protection, solid waste services, water and sewer services, construction and maintenance of streets, recreational and cultural activities, planning and zoning services, and general administrative services. San Luis offers a wide range of community facilities including two community centers, one swimming pool, and 5 parks encompassing 41 acres.

This report includes financial statements on both a government-wide and a fund basis for the primary government as well as its component units. Component units are separate legal entities included in the reporting entity due to the significance of their financial or operational relationship with the City. Criteria used by the City for inclusion of activities in preparing its financial statements are in conformity with GASB Statement No.14, "*The Financial Reporting Entity".* Blended component units, although legally separate entities, are, in substance, part of the primary government's operations and are included as part of the primary government. Accordingly, the financial reporting entity consists of the City and two blended component units, the San Luis Community Facilities District and the San Luis Employees' Self Insurance Health Fund as discussed further in Note 1.A of the notes to the financial statements.

Financial information

Internal Control: Management of the City is responsible for establishing and maintaining an internal control structure designed to ensure that the assets of the City are protected from loss, theft, or misuse and to ensure that adequate accounting information is compiled to prepare financial statements in accordance with accounting principles generally accepted in the United States of America. The internal control structure is designed to provide reasonable, but not absolute, assurance that these objectives are met. The concept or reasonable assurance recognizes that: (1) the cost of a control should not exceed the benefits likely to be derived and (2) the evaluation of costs and benefits requires estimates and judgments by management

Budget Control: The City of San Luis, like all cities in the State of Arizona, is subject to numerous budget and related legal requirements. Article IX, Section 20 (1) of the Arizona Constitution sets limits on the City's legal budget capacity. The city's expenditure limitation for fiscal year 2017 was $41 million.

The annual operating budget which is adopted by ordinance each fiscal year serves as the base for the City's financial planning and control. Budgets are developed on a departmental basis by expenditure function within a fund. The budgets display all of the City's financial operations including funding for one corporation outside the City's organizational structure. The Council adopted a Strategic Plan for San Luis, and in order to implement the Strategic Plan, each department and intergovernmental agency receiving City funds was asked to address the strategies in its requested budget documents. The City Manager submits the annual balanced budget to City Council before June each year. A public hearing on the budget is held in the middle of June with an expected budget adoption by June 30 The City is required to publish specific information, notices, and hold public hearings as defined by state statute. After all these requirements are met, the City may adopt the budget by August 15 or soon thereafter.

Economic Condition of City of San Luis, Arizona

Factors Affecting Financial Condition

The information presented in the financial statements is perhaps best understood when it is considered from the broader perspective of the specific environment within which the City operates.

Local economy

Retail trade, agriculture and manufacturing form a large portion of the local economy. Another significant segment is the light industry located on both sides of the United States/Mexico border. A new 40-acre privately owned industrial park was completed and a 40-acre commercial area is currently under construction in East San Luis. Morever, three new residential developments exceeding 90 acres over the City are under construction as well. The City also is a significant economic presence thanks to the state prison that provides employment to more than 900 professional and staff. In addition, since San Luis is a border/US Port of entry, the U.S. Government departments of INS, Customs and U.S. Marshall Prison facilities provide hundreds of jobs stationed in San Luis.

The economy of the City is gradually improving. A major company is contemplating a hotel complex designed to enhance the overall concept of the downtown area of San Luis. The realization of the project will attract other major new commercial and office developments enhancing the economic outlook for the City.

The overall trend has been that commercial development is dependent on, and follows, residential development activity. Since residential construction is slightly on the rise, commercial activity will certainly take a turn for the best as well. As a result, the City of San Luis will become a major commercial market for new construction within the Yuma County area.

Long-Term Financial Planning

The City's financial planning process is guided by the budget process. This process includes the annual budget that each department presents for review followed by acceptance, reductions or additions depending on revenue and expenditure forecasts. Needless to say that the budget process includes input from City Council, the City Manager and citizens and also includes community budget hearings. The City Council formally adopts the budget for the following year by the end of June.

As part of the budget process, user fees related to enterprise funds are updated annually for applicable increases based on an existing rate study plan. It is customary for the water, wastewater and sanitation funds to initiate bi-annually a review of existing rate study that extends over a ten-year financial forecasts in order to determine the long term funding availability. The City Council reviews the updated financial plans and the associated rates necessary to support the enterprise funds and their capital projects.

Awards and Acknowledgments

The Government Finance Officers Association (GFOA) awarded a Certificate of Achievement for Excellence in Financial Reporting to San Luis for its CAFR for the fiscal year that ended June 30, 2016. The Certificate of Achievement is a prestigious national award, recognizing conformance with the highest standard for preparation of state and local government financial reports.

In order to be awarded a Certificate of Achievement, a governmental unit must publish an easily readable and efficiently organized CAFR, with contents conforming to program standards. Such CAFR must satisfy both generally accepted accounting principles and applicable legal requirements.

A certificate of Achievement is valid for a period of one year only. The City has received a Certificate of Achievement for last fiscal year. We believe that our current CAFR continues to conform to the Certificate of Achievement program requirements and we are submitting it to the GFOA·.

The preparation of this Comprehensive Annual Financial Report would not have been possible without the efficient and dedicated services of the staff of the Finance Department as well as the excellent cooperation and assistance of other City employees who contributed to its preparation. Sincere appreciation also must be given to the Mayor and the governing Council for their unfailing support for maintaining the highest standards of professionalism in the management of the City of San Luis' finances. We also wish to thank the City's Independent Auditors, Heinfeld, Meech & Co., P.C., for their assistance in matters pertaining to the financial affairs of the City.

Respectfully submitted,

Carlos Cortes, MAcc
Acting Director of Finance

Government Finance Officers Association

Certificate of Achievement for Excellence in Financial Reporting

Presented to

City of San Luis

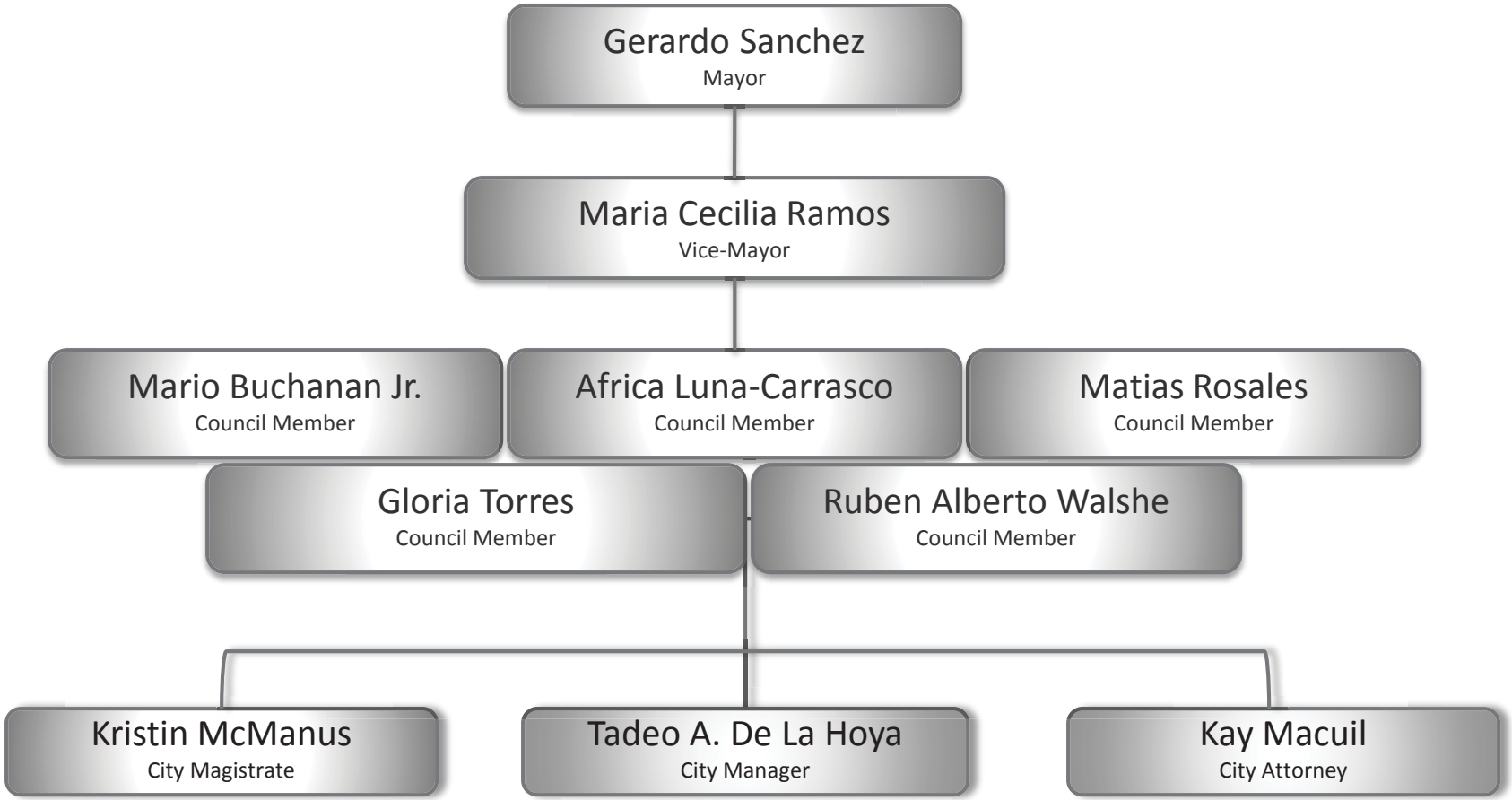
Arizona

For its Comprehensive Annual
Financial Report
for the Fiscal Year Ended

June 30, 2016

Executive Director/CEO

CITY COUNCIL



Elected officials

As of June 30, 2017

Gerardo Sanchez
Mayor

Matias Rosales
Councilmember
Africa L. Carrasco
Councilmember
Gloria Torres
Councilmember

Maria C. Ramos
Vice Mayor
Mario Buchanan
Councilmember
Ruben A. Walshe
Councilmember

Appointed officials

Tadeo De La Hoya
City Manager

Attorney	*Kay Macuil*
City Clerk	*Sonia Cornelio*
Economic Development Manager	*Jenny Torres*
Director of Parks and Recreation	*Lizandro Galaviz*
Acting Director of Finance	*Carlos Cortes*
Fire Chief	*Hank Green*
Director of Human Resources	*Olivia Jenkins*
Information Technology Manager	*Derek Duenas*
Magistrate	*Kristin McManus*
Acting Director of Planning & Zoning	*Jose Guzman*
Director of Public Works	*Eulogio Vera*
Risk & Property Manager	*Vacant*
Senior Services Manager	*Aracely DeLaHoya*
Billing and Collection Manager	*Jorge Perez*

FINANCIAL SECTION

INDEPENDENT AUDITOR'S REPORT

Honorable Mayor, and Members of the City Council
City of San Luis, Arizona

Report on the Financial Statements

We have audited the accompanying financial statements of the governmental activities, business-type activities, each major fund, the discretely presented component unit, and the aggregate remaining fund information of City of San Luis, Arizona (City), as of and for the year ended June 30, 2017, and the related notes to the financial statements, which collectively comprise the City's basic financial statements as listed in the table of contents.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express opinions on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards,* issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Opinions

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, business-type activities, each major fund, the discretely presented component unit, the budgetary comparison statements for the General Fund and major special revenue fund, and the aggregate remaining fund information of the City of San Luis, Arizona, as of June 30, 2017, and the respective changes in financial position and, where applicable, cash flows thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Discretely Presented Component Unit- Deficit Position
As discussed in Note 12 to the financial statements, the Detention Facility, the discretely presented component unit, has a significant deficit in fund balance at year end. The fund continues to operate at a deficit and plans for restructuring the operations are being considered. Our opinion is not modified with respect to this matter.

Change in Accounting Principle
As described in Note 1, the City implemented the provisions of the Governmental Accounting Standards Board (GASB) Statement No. 77, *Tax Abatement Disclosures*, for the year ended June 30, 2017, which represents a change in accounting principle. Our opinion is not modified with respect to this matter.

Prior Period Adjustments
As described in Note 15, the City restated beginning net position balances due to adjustments to the City's accounts payable balance and an adjustment related to GASB 68 pension liabilities. Our opinion is not modified with respect to this matter.

Other Matters
Required Supplementary Information
Accounting principles generally accepted in the United States of America require that the Management's Discussion and Analysis, net pension liability information, and other post-employment benefit information as listed in the table of contents, be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Other Information
Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the City's basic financial statements. The Introductory Section, Combining Fund Financial Statements and Schedules, and Statistical Section as listed in the table of contents, are presented for purposes of additional analysis and are not a required part of the basic financial statements.

The Combining Fund Financial Statements and Schedules as listed in the table of contents, are the responsibility of management and were derived from and relate directly to the underlying accounting and other records used to prepare the basic financial statements. Such information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the Combining Fund Financial Statements and Schedules information as listed in the table of contents, is fairly stated in all material respects in relation to the basic financial statements as a whole.

The Introductory Section and Statistical Section have not been subjected to the auditing procedures applied in the audit of the basic financial statements and, accordingly, we do not express an opinion or provide any assurance on them.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated January 29, 2018, on our consideration of City of San Luis, Arizona's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering City of San Luis, Arizona's internal control over financial reporting and compliance.

Heinfeld, Meech & Co., P.C.

Heinfeld, Meech & Co., P.C.
Phoenix, Arizona
January 29, 2018

MANAGEMENT'S DISCUSSION AND ANALYSIS (MD&A)

(Required Supplementary Information)

CITY OF SAN LUIS, AZ
INC. 1979

As management of the City of San Luis, Arizona (City), we offer readers of the City's financial statements this narrative overview and analysis of the financial activities of the City for the fiscal year ended June 30, 2017. The management's discussion and analysis is presented as required supplementary information to supplement the basic financial statements. We encourage readers to consider the information presented here in conjunction with additional information that we have furnished in the basic financial statements, which follow this discussion and analysis.

FINANCIAL HIGHLIGHTS

- The assets and deferred outflows of the City exceeded the liabilities and deferred inflows at the close of the fiscal year by $70.4 million.

- The City's net position of governmental activities increased approximately $1.3 million to $48.8 million and business-type activities increased $2.8 million to $21.6 million representing 69 percent and 31 percent respectively, of the total net position of $70.4 million.

- As of the close of the fiscal year the City's governmental funds reported combined ending fund balances of $13.0 million, an increase of $715,488 over the prior year. Approximately 24 percent of this amount, or $3.1 million, is restricted or non-spendable.

- At the end of the current fiscal year, unassigned fund balance for the general fund was $9.9 million, or 58 percent of total general fund expenditures and transfers for the fiscal year.

- General revenues from governmental activities accounted for $15.8 million in revenues or 64 percent of all revenues from governmental activities. Program specific revenues in the form of charges for services and grants and contributions accounted for $8.8 million or 36 percent of total governmental activities. The City had $11.9 million of program revenues related to business-type activities.

- The City had $23.3 million in expenses related to governmental activities; of which $8.8 million of these expenses were offset by program specific charges for services or grants and contributions. General revenues of $15.8 million were adequate to provide for the costs of these programs. The City had $9.5 million in expenses related to business-type activities that were offset by program specific charges for services or grants and contributions.

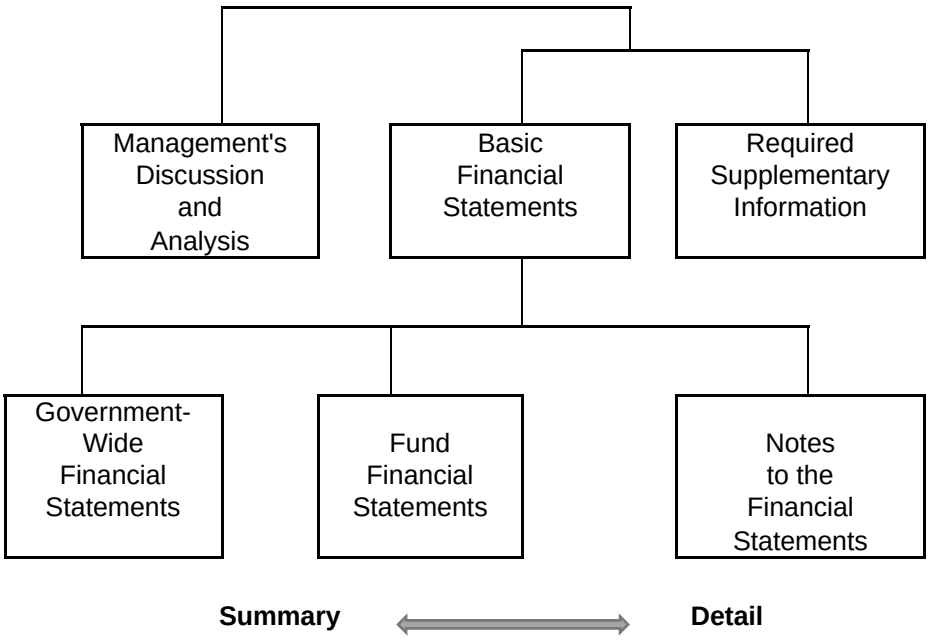
- Among major governmental funds, the general fund had $17.7 million in revenues, which primarily consisted of taxes, licenses and permits, fines and forfeitures, intergovernmental, and rental revenues. The total expenditures of the general fund were $15.7 million. The general fund's fund balance increased from $9.4 million to $10.0 million. The highway users fund had revenues of $2.8 million, which consisted primarily of intergovernmental revenues, and expenditures of $2.9 million.

OVERVIEW OF THE FINANCIAL STATEMENTS

This discussion and analysis are intended to serve as an introduction to the City's basic financial statements, which are comprised of three components: 1) government-wide financial statements, 2) fund financial statements, and 3) notes to the financial statements (see Figure 1). In addition to the basic financial statements, this report contains other supplemental information that will enhance the reader's understanding of the fiscal condition of the City.

The following diagram shows how the required components of this comprehensive annual financial report are arranged and relate to one another.

Figure 1: *Required Components of Annual Financial Report*



Government-wide Financial Statements. The government-wide financial statements are designed to provide readers with a broad overview of the City's finances, in a manner similar to a financial statement of a private-sector business. These statements are prepared under the full-accrual basis of accounting where all the current year's revenues and expenses are included regardless of when cash is received or paid. The government-wide statements provide short and long-term information about the City's financial status as a whole. These two statements report the City's net position and how they have changed. The statement of net position and the statement of activities help to determine if the City is in a better financial position as a result of the current year's activities.

OVERVIEW OF THE FINANCIAL STATEMENTS (CONTINUED)

The *statement of net position* reflects the City's net position at the end of the fiscal year. The net position of the City are the difference between total assets and deferred outflows of resources and total liabilities and deferred inflows of resources. Measuring net position is one way to evaluate the City's financial condition.

The *statement of activities* presents information showing how the City's net position changed during the recent fiscal year. All changes in net position are reported as soon as the underlying event giving rise to the change occurs, *regardless of the timing or related cash flows.* Thus, revenues and expenses are reported in this statement for some items that will only result in cash flows in future fiscal periods (e.g., earned but unused vacation leave).

In the government-wide financial statements the City's activities are presented in the following three categories:

- ***Governmental activities*** – Most of the City's basic services are included here, such as general government, public safety, health and welfare, culture and recreation, community development, and public works and streets. Sales taxes, intergovernmental, licenses and permits, and fines and forfeitures revenue finance most of these activities.

- ***Business-type activities*** – The services provided by the City included here are water, wastewater, business center, sanitation, ambulance services, and business incubator. The services are financed through user fees and charges.

- ***Discretely presented component unit*** – The City includes the activities of another entity in its report – The San Luis Facility Development Corporation, which owns the Detention Facility. Although legally separate, the "component unit" is required to be included for fair presentation in conformity with Generally Accepted Accounting Principles. Financial information for the component unit is reported separately from the financial information for the primary government.

Fund Financial Statements. The fund financial statements provide a more detailed look at the City's most significant activities. A fund is a grouping of related accounts that is used to maintain control over resources that have been segregated for specific activities or objectives. The City uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements. All of the funds of the City can be divided into two categories: governmental funds, and proprietary funds.

- **Governmental funds.** Governmental funds are used to account for essentially the same functions reported as *governmental activities* in the government-wide financial statements. However, unlike the government-wide financial statements, governmental fund financial statements focus on *near-term inflows of spendable resources,* as well as on *balances of spendable resources* available at the end of the fiscal year. Such information may be useful in evaluating the City's near-term financing requirements.

OVERVIEW OF THE FINANCIAL STATEMENTS (CONTINUED)

Because the focus of governmental funds is narrower than that of the government-wide financial statements, it is useful to compare the information presented for governmental funds with similar information presented for *governmental* activities in the government-wide financial statements. By doing so, readers may better understand the long-term impact of the City's near-term financing decisions. Both the governmental funds balance sheet and the governmental funds statement of revenues, expenditures, and changes in funds balances provide a reconciliation to facilitate this comparison between governmental funds and governmental activities.

The City maintains 9 individual governmental funds. Information is presented separately in the governmental funds balance sheet and in the governmental funds statement of revenues, expenditures, and changes in fund balances for the general, highway users and municipal projects bond funds, all of which are considered to be major funds. Data from the other 6 governmental funds are combined into a single, aggregated presentation. Individual fund data for each of these non-major governmental funds is provided in the form of combining statements and schedules in the other supplementary information section presented immediately following the notes to the financial statements.

- **Proprietary funds.** The City has two types of proprietary funds. *Enterprise funds* are used to report the same functions presented as *business-type activities* in the government-wide financial statements. The City uses separate enterprise funds to account for its water, wastewater, business center, sanitation, ambulance and business incubator, all five of which are presented as major funds of the City. Proprietary funds provide the same type of information as the government-wide financial statements, only in more detail. *Internal Service Funds* are an accounting device used to accumulate and allocate costs internally among the functions of the City. The City uses an internal service fund to account for its self-insurance programs. Because this operation benefits predominantly governmental rather than business-type activities, the internal service fund has been included with the governmental activities in the government-wide financial statements.

Notes to the Financial Statements. The notes provide additional information that is essential to a full understanding of the data provided in the government-wide and fund financial statements.

Other information. In addition to the basic financial statements and accompanying notes, this report also includes certain *required supplementary information* concerning the City's progress in funding its obligation to provide health insurance benefits to retirees and pension benefits to its Public Safety employees, EORP and other post-employment benefit information. Required supplementary information can be found immediately following the notes to the financial statements.

GOVERNMENT-WIDE FINANCIAL STATEMENTS

As noted previously, net position may serve over time as a useful indicator of a government's financial position. In the case of the City, (see figure 2) assets and deferred outflows of resources exceeded liabilities and deferred inflows of resources by $71.2 million as of June 30, 2017. By far the largest portion of the City's net position (84 percent) reflects its net investment in capital assets (e.g., land, construction in progress, buildings and improvements, machinery and equipment, and infrastructure), less any related debt still outstanding that was used to acquire those assets. The City uses these capital assets to provide services to its citizens; consequently, these assets are *not* available for future spending. Although the City's investment in its capital assets is reported net of related debt, it should be noted that the resources needed to repay this debt must be provided from other sources, since the capital assets themselves cannot be used to liquidate these liabilities.

The following table presents a summary of the City's net position for the fiscal years ended June 30, 2017 and 2016.

NET POSITION						
Figure 2	**Governmental Activities**		**Business-type Activities**		**Total**	
	2017	**2016**	**2017**	**2016**	**2017**	**2016**
Current and other assets	$ 18,848,824	$ 16,637,871	$ 11,397,813	$ 11,129,574	$ 30,246,637	$ 27,767,445
Capital assets	60,772,834	59,422,072	50,677,722	48,773,372	111,450,556	108,195,444
Total Assets	79,621,658	76,059,943	62,075,535	59,902,946	141,697,193	135,962,889
Total Deferred Outflow of Resources	4,203,448	2,395,595	467,105	283,939	4,670,553	2,679,534
Long-term liabilities	30,218,259	26,873,734	38,523,447	39,163,731	68,741,706	66,037,465
Other liabilities	2,972,217	2,885,587	1,994,709	1,848,866	4,966,926	4,734,453
Total Liabilities	33,190,476	29,759,321	40,518,156	41,012,597	73,708,632	70,771,918
Total Deferred inflow of Resources	1,851,999	1,624,352	434,116	409,012	2,286,115	2,033,364
Net Position						
Net Investment in Capital assets	45,187,300	43,224,321	14,221,545	15,188,424	59,408,845	58,412,745
Restricted	3,063,550	1,785,917		7,214,146	3,063,550	9,000,063
Unrestricted	531,781	2,061,627	7,368,823	(3,637,294)	7,900,604	(1,575,667)
Total net position	$ 48,782,631	$ 47,071,865	$ 21,590,368	$ 18,765,276	$ 70,372,999	$ 65,837,141

GOVERNMENT-WIDE FINANCIAL STATEMENTS (CONTINUED)

Changes in net position

Governmental Activities: Net position in governmental activities saw an increase of $1.7 million. The reasons for this change can be summarized as follows:

- Program revenues covered 38 percent of program expenses, decreasing from 62 percent from last year.

- Program revenues totaled $8.8 million, which was a decrease of $5.8 million from the previous year. General revenues on the other hand increased from the prior year by $567,144 totaling $16.2 million. This amounts to an overall decrease in total revenue of 16 percent.

- Expenses totaled $23.3 million, a one percent decrease compared to the previous year.

Proprietary funds. Net position of the Enterprise Funds at the end of the year amounted to $21.6 million. The Enterprise Funds had an increase in net position of $2.8 million. Revenues for the Enterprise Funds increased due to an increase in charges for services revenue.

Figure 3	Governmental Activities		Business-type Activities		Total	
	2017	**2016**	**2017**	**2016**	**2017**	**2016**
Revenues						
Program Revenues:						
Charges for services	$ 2,745,919	$ 4,068,017	$ 11,902,557	$ 9,316,935	$ 14,648,476	$ 13,384,952
Operating grants and contributions	2,308,056	2,709,123			2,308,056	2,709,123
Capital grants and contributions	3,749,914	7,816,499		1,941,586	3,749,914	9,758,085
General Revenues:						
City sales taxes	7,694,566	7,448,887			7,694,566	7,448,887
Franchise taxes	401,364	435,822			401,364	435,822
State shared revenues	8,073,305	7,123,544			8,073,305	7,123,544
Investment earnings	56,947	26,179	55,487	24,708	112,434	50,887
Miscellaneous		624,606		(48,015)		576,591
Total Revenues	25,030,071	30,252,677	11,958,044	11,235,214	36,988,115	41,487,891
Expenses						
General Government	5,994,778	8,228,000			5,994,778	8,228,000
Public Safety	9,126,508	7,905,663			9,126,508	7,905,663
Health and Welfare	222,820	235,413			222,820	235,413
Culture and Recreation	2,839,136	2,467,238			2,839,136	2,467,238
Community Development	945,698	906,408			945,698	906,408
Public Works & Streets	3,560,360	3,270,282			3,560,360	3,270,282
Interest on Long-Term Debt	649,618	658,670			649,618	658,670
Water			2,826,192	2,741,022	2,826,192	2,741,022
Wastewater			3,141,132	2,944,122	3,141,132	2,944,122
Business Center			1,226,764	1,215,501	1,226,764	1,215,501
Sanitation			1,120,902	1,105,078	1,120,902	1,105,078
Business Incubator			163,062	144,578	163,062	144,578
Ambulance Services			1,049,335		1,049,335	
Total expenses	23,338,918	23,671,674	9,527,387	8,150,301	32,866,305	31,821,975
Increase/(decrease) in net position	1,691,153	6,581,003	2,430,657	3,084,913	4,516,245	9,665,916
Transfer	(394,435)	(391,967)	394,435	391,967		
Net position – beginning, as restated	47,485,913	40,882,829	18,765,276	15,288,396	66,251,189	56,171,225
Net position - ending	$ 48,782,631	$ 47,071,865	$ 21,590,368	$ 18,765,276	$ 70,372,999	$ 65,837,141

GOVERNMENT-WIDE FINANCIAL STATEMENTS (CONTINUED)

Business-type Activities: Overall, the City's net position for business-type activities shows it increased by $2.8 million. The increase resulted from the annual rate increase. City's new rate study for user fees and charges will extend to the end of next fiscal year.

Financial Analysis of the City's funds

As noted earlier, the City uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements.

Governmental Funds: The focus of the City governmental funds is to provide information on near term inflows, outflows, and balances of spendable resources. Such information is useful in assessing the City's financing requirements. In particular, fund balance available for appropriations can be a useful measure of a government's net resources available for spending at the end of the fiscal year. The City's major governmental funds include the general fund, the highway users fund and the municipal projects bond fund. The remaining governmental funds are considered non-major.

At June 30, 2017, the City's governmental funds reported combined fund balance of $13.0 million, an increase of $715,488 from the prior year.

The general fund is the chief operating fund of the City. At the end of the current year fiscal year, the City's fund balance available in the general fund was $10.0 million and the total fund balance was $13.0 million. As a measure of the general fund's liquidity, unassigned fund balance represents approximately 63 percent of total general fund expenditures, while total fund balance represents approximately 63 percent of that same amount. A fund balance percentage of 15 to 20 percent of expenditures is typically considered a sign of financial health.

Governmental and Business-type activities. The following table (Figure 8) presents the cost of the major City functional activities. The table also shows each function's net cost (total cost less charges for services generated by the activities and intergovernmental aid provided for specific programs). The net cost shows the financial burden that was placed on the State and City's taxpayers by each of these functions.

- The cost of all governmental activities this year was $23.3 million. The cost of all business-type activities this year was $9.5 million.

- Federal, State, and County governments and charges for services subsidized certain governmental and business-type programs with grants and contributions and other local revenues of $20.7 million.

GOVERNMENT-WIDE FINANCIAL STATEMENTS (CONTINUED)

Figure 8. - Activities	Total Expenses	Net (Expense)/ Revenue
Governmental Activities		
General government	$ 5,994,778	$ (4,187,700)
Public safety	9,126,508	(8,161,550)
Public works and streets	3,560,360	2,057,661
Health and welfare	222,820	(222,820)
Culture and recreation	2,839,136	(2,628,010)
Community development	945,698	(742,992)
Interest on long-term debt	649,618	(649,618)
Total expenses	23,338,918	(14,535,029)
Business-Type Activities		
Water	2,826,192	1,199,469
Wastewater	3,141,132	865,147
Business Center	1,226,764	(597,499)
Sanitation	1,120,902	163,642
Business Incubator	163,062	(159,591)
Ambulance Services	1,049,335	904,002
Total expenses	9,527,387	2,375,170
Total	$ 32,866,305	$ (12,159,859)

- The net cost of governmental activities of $14.5 million was financed by general revenues of $15.8 million, which are made up of primarily taxes and state shared revenues.

- Business type activities showed an increase in changes to net position by $2.8 million in the fiscal year ended June 30, 2017 as compared to the prior fiscal year due primarily to an increase in charges for services and an overall average rate increase of three percent for all the enterprise funds.

BUDGETARY HIGHLIGHTS

The City's annual budget is the legally adopted expenditure control document of the City. Budgetary comparison statements are required for the general fund and all major funds. These statements compare the budget as amended throughout the fiscal year, and the actual expenditures prepared on a budgetary basis.

The City revised the budget on several occasions. Generally, budget amendments fall into one of three categories: 1) amendments made to adjust the estimates that are used to prepare the original budget ordinance once exact information is available; 2) amendment to recognize new funding amounts from external sources, such as Federal and State grants; and 3) increases in appropriation that become necessary to maintain services.

CAPITAL ASSETS

As of June 30, 2017, the City had invested $163.4 million in capital assets including land, buildings, facilities, vehicles, computers, equipment, and infrastructure assets prior to depreciation. Total depreciation expense for the year was $2.6 million for the governmental activities and $1.9 million for the business-type-activities.

The following schedule (Figure 9) presents capital asset balances for the fiscal year ended June 30, 2017.

CAPITAL ASSETS

Figure 9	Governmental Activities		Business-Type Activities		Total	
	2017	**2016**	**2017**	**2016**	**2017**	**2016**
Land	$ 1,531,972	$ 1,531,972	$ 685,239	$674,819	$2,217,211	$2,206,791
Construction in progress	312,918	714,530	2,535,621	454,186	2,848,539	1,168,716
Buildings and improvements	24,482,814	17,026,784	8,808,127	6,969,442	33,290,941	23,996,226
Machinery and equipment	11,278,081	4,955,837	8,928,483	1,674,127	20,206,564	6,629,964
Infrastructure	52,133,424	35,192,949	52,708,517	39,000,800	104,841,941	74,193,749
Total	$ 89,739,209	$ 59,422,072	$ 73,665,987	$48,773,374	$163,405,196	$108,195,446

Major capital asset events during the current fiscal year included the following:

- Completion of the Avenue E Road Widening at a cost of $2.0 million. Lakin Drive Road improvements for $390,915, and Completion of the Merrill Avenue roadway improvements of $330,830.
- Progress on the Wastewater Fund's Juan Sanchez Boulevard and 6th Street Lift Station totaling $2.3 million and the completion of the Wastewater Fund's basin improvements for $397,387.

Additional information on the City's capital assets can be found in Note 5 of this report.

DEBT ADMINISTRATION

At year end, the City's debts represent Revenue Bonds in the amount of $38.1 million for both governmental and business-type activities that are backed solely by specified revenue sources (i.e., taxes and fees collected). The remainder which is composed of loans and notes are paid from user fees and charges and others.

DEBT ADMINISTRATION (CONTINUED)

The following schedule presents a summary of the City's outstanding long-term obligations for the fiscal year ended June 30, 2017.

OUSTANDING DEBT
(Revenue Bonds, Capital Leases, Notes Payable, and Loans)

Figure 10:	Governmental Activities		Business-type Activities		Total	Total
	2017	2016	2017	2016	2017	2016
Revenue bonds	$12,369,411	$12,722,525	$25,693,717	$26,506,736	$38,063,128	$39,229,261
Capital leases			379,290		379,290	
Loan payable	3,025,000	3,025,000	10,070,000	10,300,000	13,095,000	13,325,000
Note payable	362,922	450,225	102,171	144,843	465,093	595,068
Total	$15,757,333	$16,197,750	$36,245,178	$36,951,579	$52,002,511	$52,149,329

Additional information on the City's long-term obligations can be found in Notes 7 through 10 of this report.

ECONOMIC FACTORS AND NEXT YEAR'S BUDGET

The City's revenues and expenditures/expenses are affected by changes in international, national and local economic factors. Economic growth can be measured by various factors. Highlights of the economic factors that affected the City this past fiscal year are explained below:

- The yearly total number of visitors crossing the border in the City increased considerably for private vehicles as well as pedestrians crossing which is a good indication that retail sales have increased. Conversely, when comparing the current year to the previous year data on a month-to month basis there seemed to be no consistency in the pattern as to when the peak or the low month occurred for both the former and the latter (source: Greater Yuma Economic Development Corporation, GYEDC).

Figure 11:	BORDER CROSSING					
	FY 2017			FY 2016		
Class	Per Month High	Per Month Low	Daily Average	Per Month High	Per Month Low	Daily Average
Vehicles	281,667	238,642	8,518	263,855	239,926	8,309
Pedestrians	284,022	168,692	7,639	269,050	134,258	6,777
Commercial	4,464,	1,878	90	3,568	1,929	88

- General fund revenues come from three main sources: local taxes, state taxes and intergovernmental. The City of San Luis, like all Arizona cities, places significant reliance on collected sales tax. Overall, sales tax revenues encompassed 46 percent of General Fund revenues in fiscal year 2017. Our composition of sales taxes is made up of retail trade, wholesale trade, construction activities, and communications all showed progress in a stabilized economy during 2017.

ECONOMIC FACTORS AND NEXT YEAR'S BUDGET

- The City also receives significant revenue allocations from the State for income tax, sales tax, gas tax, and motor vehicle tax. These revenue sources are placed in the City's General Fund, to support the City's day-to-day activities.

There is quite a bit of opportunity and business potential still available within the City. Plan for a major hotel complex from 2011, designed to enhance the overall concept of the downtown area has been revisited by the developer. The realization of the project will attract major new commercial and office developments enhancing the economic outlook for the City

The City continues to face many important growth issues, and its citizens and municipal government are committed to finding solutions for the future. The City maintains a strong commitment to sustainability and cost-effective services while delivering the same quantity and the best quality of services to its constituents.

CONTACTING THE CITY'S FINANCIAL MANAGEMENT

This financial report is designed to provide our citizens, taxpayers, customers, and investors and creditors with a general overview of the City's finances and to demonstrate the City's accountability for the resources it receives. If you have questions about this report or need additional information, contact the City's Finance Director.

CITY OF SAN LUIS, AZ
INC. 1979

BASIC FINANCIAL STATEMENTS

CITY OF SAN LUIS, AZ
INC. 1979

GOVERNMENT-WIDE FINANCIAL STATEMENTS

CITY OF SAN LUIS
STATEMENT OF NET POSITION
JUNE 30, 2017

	Primary Government			Component Unit
	Governmental Activities	Business-type Activities	Total	Detention Facility
ASSETS				
Current assets:				
Cash and cash equivalents	$ 3,421,611	$ 1,243,921	$ 4,665,532	$
Investments	10,545,222	7,015,856	17,561,078	
Restricted investments	2,147,139	1,291,490	3,438,629	6,590,246
Accounts receivable (net)	1,692,681	1,321,970	3,014,651	2,024
Internal balances	(377,271)	377,271		
Notes receivable		52,557	52,557	
Due from governmental entities	1,207,624		1,207,624	
Prepaid items and other assets	170,587	94,748	265,335	
Supplies inventory	41,231		41,231	
Total current assets	18,848,824	11,397,813	30,246,637	6,592,270
Noncurrent assets:				
Land	1,531,972	685,239	2,217,211	661,359
Buildings and improvements	24,482,814	8,808,127	33,290,941	34,129,886
Infrastructure	52,133,424	52,708,517	104,841,941	
Machinery and equipment	11,278,081	8,928,483	20,206,564	329,194
Construction in progress	312,918	2,535,621	2,848,539	
Accumulated depreciation	(28,966,375)	(22,988,265)	(51,954,640)	(13,964,104)
Total noncurrent assets	60,772,834	50,677,722	111,450,556	21,156,335
Total assets	79,621,658	62,075,535	141,697,193	27,748,605
DEFERRED OUTFLOWS OF RESOURCES				
Deferred outflow related to pension	4,203,448	467,105	4,670,553	
Deferred outflow on refundings				554,480
Total deferred outflows of resources	4,203,448	467,105	4,670,553	554,480
LIABILITIES				
Current liabilities:				
Accounts payable	1,485,899	341,301	1,827,200	
Estimated claims and judgments	175,531		175,531	
Accrued payroll and taxes	905,743	44,981	950,724	
Court bonds payable	37,186		37,186	
Customer deposits	400	342,947	343,347	
Retainage payable	6,604	323,401	330,005	
Accrued interest	353,104	941,505	1,294,609	462,135
Current portion of long-term debt	806,271	1,180,891	1,987,162	2,015,000
Unearned revenue	7,750	574	8,324	
Total current liabilities	3,778,488	3,175,600	6,954,088	2,477,135
Noncurrent liabilities:				
Pension	13,914,273	2,200,443	16,114,716	
Non-current portion of long-term debt	15,497,715	35,142,113	50,639,828	38,458,208
Total noncurrent liabilities	29,411,988	37,342,556	66,754,544	38,458,208
Total liabilities	33,190,476	40,518,156	73,708,632	40,935,343
DEFERRED INFLOWS OF RESOURCES				
Deferred inflows related to pension	1,660,906	223,117	1,884,023	
Deferred inflow on refundings	191,093	210,999	402,092	
Total deferred inflows of resources	1,851,999	434,116	2,286,115	
NET POSITION				
Net investment in capital assets	45,187,300	14,221,545	59,408,845	(18,762,393)
Restricted for:				
Restricted for debt service	294,906		294,906	
Restricted for capital project	1,309,794		1,309,794	
Restricted for impact fees	353,921		353,921	
Restricted for HURF	650,322		650,322	
Restricted for other purposes	454,607		454,607	
Unrestricted	531,781	7,368,823	7,900,604	6,130,135
Total net position	$ 48,782,631	$ 21,590,368	$ 70,372,999	$ (12,632,258)

The notes to the basic financial statements are an integral part of this statement.

CITY OF SAN LUIS, AZ
INC. 1979

CITY OF SAN LUIS
STATEMENT OF ACTIVITIES
YEAR ENDED JUNE 30, 2017

Functions/Programs	Expenses	Program Revenues: Charges for Services	Program Revenues: Operating Grants and Contributions	Program Revenues: Capital Grants and Contributions
Primary Government				
Governmental activities:				
General government	$ 5,994,778	$ 1,765,937	$ 4,836	$ 36,305
Public safety	9,126,508	426,767	444,927	93,264
Public works and streets	3,560,360	342,089	1,655,587	3,620,345
Health and welfare	222,820			
Culture and recreation	2,839,136	211,126		
Community development	945,698		202,706	
Interest on long term debt	649,618			
Total governmental activities	23,338,918	2,745,919	2,308,056	3,749,914
Business-type activities:				
Water	2,826,192	4,025,661		
Wastewater	3,141,132	4,006,279		
Business center	1,226,764	629,265		
Sanitation	1,120,902	1,284,544		
Business incubator	163,062	3,471		
Ambulance services	1,049,335	1,953,337		
Total business-type activities	9,527,387	11,902,557		
Total primary government	$ 32,866,305	$ 14,648,476	$ 2,308,056	$ 3,749,914
Component Unit				
Detention Facility	$ 16,205,776	$ 16,941,340		
Total component unit	$ 16,205,776	$ 16,941,340		

General revenues:
Taxes:
City sales taxes for general purposes
Franchise taxes
State shared revenue (not restricted)
Investment earnings
Transfers
Total general revenues and transfers

Changes in net position

Net position, beginning of year, as restated

Net position, end of year

The notes to the basic financial statements are an integral part of this statement.

Net (Expense) Revenue and Changes in Net Position			
Primary Government			Component Unit
Governmental Activities	Business-type Activities	Totals	Detention Facility
$ (4,187,700)	$	$ (4,187,700)	$
(8,161,550)		(8,161,550)	
2,057,661		2,057,661	
(222,820)		(222,820)	
(2,628,010)		(2,628,010)	
(742,992)		(742,992)	
(649,618)		(649,618)	
(14,535,029)		(14,535,029)	
	1,199,469	1,199,469	
	865,147	865,147	
	(597,499)	(597,499)	
	163,642	163,642	
	(159,591)	(159,591)	
	904,002	904,002	
	2,375,170	2,375,170	
(14,535,029)	2,375,170	(12,159,859)	
			$ 735,564
			$ 735,564
7,694,566		7,694,566	
401,364		401,364	
8,073,305		8,073,305	
56,947	55,487	112,434	21,811
(394,435)	394,435		
15,831,747	449,922	16,281,669	21,811
1,296,718	2,825,092	4,121,810	757,375
47,485,913	18,765,276	66,251,189	(13,389,633)
$ 48,782,631	$ 21,590,368	$ 70,372,999	$ (12,632,258)

The notes to the basic financial statements are an integral part of this statement.

CITY OF SAN LUIS, AZ
INC. 1979

FUND FINANCIAL STATEMENTS

CITY OF SAN LUIS, AZ
INC. 1979

GOVERNMENTAL FUNDS

CITY OF SAN LUIS
BALANCE SHEET - GOVERNMENTAL FUNDS
JUNE 30, 2017

	General	Highway Users	Municipal Projects Bond
ASSETS			
Due from other funds	$ 60,135	$ 362,063	$
Cash and cash equivalents	1,585,755		
Investments	8,545,352	754,576	
Restricted investments			2,147,139
Accounts receivable (net)	1,522,044	337	184
Due from governmental entities	829,003	225,618	
Prepaid items	91,485	442	260
Supplies inventory	26,758	14,473	
Total assets	$ 12,660,532	$ 1,357,509	$ 2,147,583
LIABILITIES, DEFERRED INFLOWS OF RESOURCES AND FUND BALANCES			
Liabilities:			
Accounts payable	$ 654,566	$ 687,714	$
Accrued payroll and taxes	892,874	12,869	
Court bonds payable	37,186		
Customer deposits	400		
Retainage payable		6,604	
Due to other funds			1,502,573
Accrued interest			353,104
Unearned revenue	7,750		
Total liabilities	1,592,776	707,187	1,855,677
Deferred inflows of resources:			
Unavailable revenue - muncipal court	1,091,279		
Unavailable revenue - intergovernmental			
Total deferred inflows of resources	1,091,279		
Fund balances:			
Nonspendable	118,243	14,915	260
Restricted		635,407	291,646
Unassigned	9,858,234		
Total fund balances	9,976,477	650,322	291,906
Total liabilities, deferred inflows of resources and fund balances	$ 12,660,532	$ 1,357,509	$ 2,147,583

The notes to the basic financial statements are an integral part of this statement.

Non-Major Governmental Funds	Total Governmental Funds
$ 729,411	$ 1,151,609
	1,585,755
1,245,294	10,545,222
	2,147,139
10,668	1,533,233
153,003	1,207,624
78,400	170,587
	41,231
$ 2,216,776	$ 18,382,400
$ 98,454	$ 1,440,734
	905,743
	37,186
	400
	6,604
	1,502,573
	353,104
	7,750
98,454	4,254,094
	1,091,279
81,554	81,554
81,554	1,172,833
78,400	211,818
1,958,368	2,885,421
	9,858,234
2,036,768	12,955,473
$ 2,216,776	$ 18,382,400

CITY OF SAN LUIS
RECONCILIATION OF THE BALANCE SHEET - GOVERNMENTAL FUNDS
TO THE STATEMENT OF NET POSITION
JUNE 30, 2017

Total governmental fund balances		**$ 12,955,473**
Amounts reported for *governmental activities* in the Statement of Net Position are different because:		
Capital assets used in governmental activities are not financial resources and, therefore, are not reported in the funds.		
Governmental capital assets	$ 89,739,209	
Less accumulated depreciation	(28,966,375)	60,772,834
Some receivables are not available to pay for current period expenditures and, therefore, are reported as unavailable revenues in the funds.		
Municipal court	1,091,279	
Intergovernmental	81,554	1,172,833
Deferred items related to the net cost of issuance of bonds are amortized over the life of the associated bond issue in the government-wide statements but not reported in the funds.		(191,093)
Deferred outflows and inflows of resources related to pensions are applicable to future periods and, therefore, are not reported in the funds.		
Deferred outflows of resources related to pensions	4,203,448	
Deferred inflows of resources related to pensions	(1,660,906)	2,542,542
The Internal Service Fund is used by management to charge the cost of insurance to the individual funds. The assets and liabilities of the Internal Service Fund are included in the Statement of Net Position.		1,748,301
Long-term liabilities are not due and payable in the current period and, therefore, are not reported in the funds.		
Compensated absences payable	(546,622)	
Note payable	(362,922)	
Net pension liability	(13,914,273)	
Bonds payable	(15,394,442)	(30,218,259)
Net position of governmental activities		**$ 48,782,631**

The notes to the basic financial statements are an integral part of this statement.

CITY OF SAN LUIS, AZ
INC. 1979

CITY OF SAN LUIS
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES - GOVERNMENTAL FUNDS
YEAR ENDED JUNE 30, 2017

	General	Highway Users	Municipal Projects Bond
Revenues:			
Taxes	$ 8,095,930	$	$
Licenses and permits	734,502		
Intergovernmental	8,026,907	2,526,082	
Rents	268,690		
Fines and forfeitures	294,326		
Special assessments			
Charges for services	82,462		
Investment earnings	41,721	6,839	793
Other	133,656	271,850	
Total revenues	17,678,194	2,804,771	793
Expenditures:			
Current -			
General government	4,924,564		
Public safety	7,099,643		
Public works and streets		1,771,862	
Health and welfare	213,543		
Culture and recreation	2,507,249		
Community development	695,294		1,229
Capital outlay	209,616	1,105,128	
Debt service -			
Interest	7,484		706,211
Principal	87,390		298,100
Total expenditures	15,744,783	2,876,990	1,005,540
Excess (deficiency) of revenues over expenditures	1,933,411	(72,219)	(1,004,747)
Other financing sources (uses):			
Transfers in			1,004,747
Transfers out	(1,399,182)	(55,797)	
Total other financing sources (uses):	(1,399,182)	(55,797)	1,004,747
Changes in fund balances	534,229	(128,016)	
Fund balances, beginning of year	9,442,248	778,338	291,906
Fund balances, end of year	$ 9,976,477	$ 650,322	$ 291,906

The notes to the basic financial statements are an integral part of this statement.

Non-Major Governmental Funds	Total Governmental Funds
$	$ 8,095,930
	734,502
1,152,830	11,705,819
	268,690
283,663	577,989
302,546	302,546
696,373	778,835
5,278	54,631
2,500	408,006
2,443,190	22,926,948
312,208	5,236,772
487,455	7,587,098
60,937	1,832,799
	213,543
	2,507,249
241,609	938,132
1,087,503	2,402,247
	713,695
	385,490
2,189,712	21,817,025
253,478	1,109,923
55,797	1,060,544
	(1,454,979)
55,797	(394,435)
309,275	715,488
1,727,493	12,239,985
$ 2,036,768	$ 12,955,473

CITY OF SAN LUIS
RECONCILIATION OF THE STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES - GOVERNMENTAL FUNDS TO THE STATEMENT OF ACTIVITIES
YEAR ENDED JUNE 30, 2017

Changes in fund balances - total governmental funds		**$ 715,488**
Amounts reported for *governmental activities* in the Statement of Activities are different because:		
Governmental funds report the portion of capital outlay for capitalized assets as expenditures. However, in the Statement of Activities, the costs of those assets are allocated over their estimated useful lives as depreciation expense.		
Expenditures for capitalized assets	$ 3,925,166	
Less current year depreciation	(2,562,384)	1,362,782
Some revenues in the Statement of Activities that do not provide current financial resources are not reported as revenues in the funds.		
Municipal court	(22,103)	
Intergovernmental	102,543	80,440
Repayments of long-term debt principal are expenditures in the governmental funds, but the repayment reduces long-term liabilities in the Statement of Net Position.		
Revenue bonds principal retirement	298,100	
Note payable principal retirement	87,302	385,402
Governmental funds report pension contributions as expenditures. However, they are reported as deferred outflows of resources in the Statement of Net Position. The change in the net pension liability, adjusted for deferred pension items, is reported as pension expense in the Statement of Activities.		
Current year pension contributions	1,100,125	
Pension expense	(2,771,667)	(1,671,542)
Some expenses reported in the Statement of Activities do not require the use of current financial resources and, therefore, are not reported as expenditures in governmental funds.		
Loss on disposal of assets	(12,020)	
Amortization of deferred bond items	64,077	
Compensated absences	(13,233)	38,824
The Internal Service Fund is used by management to charge the cost of insurance to the individual funds. The changes in net position of the Internal Service Fund is reported with governmental activities in the Statement of Activities.		385,324
Changes in net position in governmental activities		**$ 1,296,718**

The notes to the basic financial statements are an integral part of this statement.

CITY OF SAN LUIS
SCHEDULE OF REVENUES, EXPENDITURES AND
CHANGES IN FUND BALANCES - BUDGET AND ACTUAL
GENERAL
YEAR ENDED JUNE 30, 2017

	Budgeted Amounts			Variance with Final Budget Positive (Negative)
	Original	Final	Actual	
Revenues:				
Taxes	$ 7,801,600	$ 7,801,600	$ 8,095,930	$ 294,330
Licenses and permits	452,520	452,520	734,502	281,982
Intergovernmental	8,018,880	8,018,880	8,026,907	8,027
Rents	223,500	223,500	268,690	45,190
Fines and forfeitures	304,000	304,000	294,326	(9,674)
Charges for services	50,500	50,500	82,462	31,962
Investment earnings	8,000	8,000	41,721	33,721
Other	71,900	71,900	133,656	61,756
Total revenues	16,930,900	16,930,900	17,678,194	747,294
Expenditures:				
Current -				
General government				
City council	1,114,620	1,089,620	776,940	312,680
City administration	611,290	611,290	469,312	141,978
City clerk	272,430	272,430	231,965	40,465
City attorney	339,650	364,650	331,237	33,413
City prosecutor	276,470	276,470	223,102	53,368
Finance	775,940	775,940	755,216	20,724
Human resources	486,380	486,380	399,182	87,198
Municipal court	636,100	636,100	591,075	45,025
Information technology	503,815	503,815	432,223	71,592
Facilities	317,830	317,830	306,340	11,490
Fleet services	141,200	141,200	137,706	3,494
Risk & property	121,995	121,995	119,815	2,180
Non departmental	438,400	445,400	445,451	(51)
Public safety				
Police Department	4,776,480	4,735,610	4,544,587	191,023
Fire Department	2,147,770	2,587,970	2,555,056	32,914
Health and welfare				
Senior Services	221,810	221,810	213,543	8,267
Culture and recreation				
Cultural center	196,490	186,080	171,610	14,470
Parks ground	1,233,380	1,222,970	1,221,529	1,441
Parks - recreation	420,880	444,360	440,125	4,235
Youth center	234,200	241,950	210,665	31,285
Aquatic center	215,510	205,100	168,320	36,780
Community development				
Development services	327,300	327,300	276,255	51,045
Building safety	245,930	245,930	219,005	26,925
Community development	230,620	230,620	200,034	30,586
Capital outlay	232,460	246,470	209,616	36,854
Debt service -				
Interest	8,000	8,000	7,484	516
Principal	90,000	90,000	87,390	2610
Total expenditures	16,616,950	17,037,290	15,744,783	1,292,507
Excess (deficiency) of revenues over expenditures	313,950	(106,390)	1,933,411	2,039,801
Other financing sources (uses):				
Transfers out	(1,475,345)	(1,454,335)	(1,399,182)	55,153
Total other financing sources (uses):	(1,475,345)	(1,454,335)	(1,399,182)	55,153
Changes in fund balances	(1,161,395)	(1,560,725)	534,229	2,094,954
Fund balances, beginning of year	7,732,177	7,734,627	9,442,248	1,707,621
Fund balances, end of year	$ 6,570,782	$ 6,173,902	$ 9,976,477	$ 3,802,575

See accompanying notes to this schedule.

CITY OF SAN LUIS
SCHEDULE OF REVENUES, EXPENDITURES AND
CHANGES IN FUND BALANCES - BUDGET AND ACTUAL
HIGHWAY USERS
YEAR ENDED JUNE 30, 2017

	Budgeted Amounts			Variance with Final Budget Positive
	Original	Final	Actual	(Negative)
Revenues:				
Intergovernmental	$ 2,645,060	$ 2,645,060	$ 2,526,082	$ (118,978)
Investment earnings	2,300	2,300	6,839	4,539
Other	1,000	1,000	271,850	270,850
Total revenues	2,648,360	2,648,360	2,804,771	156,411
Expenditures:				
Current -				
Public works and streets	1,821,680	1,827,380	1,771,862	55,518
Capital outlay	1,292,125	1,535,725	1,105,128	430,597
Total expenditures	3,113,805	3,363,105	2,876,990	486,115
Excess (deficiency) of revenues over expenditures	(465,445)	(714,745)	(72,219)	642,526
Other financing sources (uses):				
Transfers out			(55,797)	(55,797)
Total other financing sources (uses):			(55,797)	(55,797)
Changes in fund balances	(465,445)	(714,745)	(128,016)	586,729
Fund balances, beginning of year	476,310	391,310	778,338	387,028
Fund balances (deficits), end of year	$ 10,865	$ (323,435)	$ 650,322	$ 973,757

See accompanying notes to this schedule.

PROPRIETARY FUND FINANCIAL STATEMENTS

CITY OF SAN LUIS
STATEMENT OF NET POSITION
PROPRIETARY FUNDS
JUNE 30, 2017

	Enterprise Funds		
	Water	Wastewater	Sanitation
ASSETS			
Current assets:			
Due from other funds	$ 1,093,519	$ 71,158	$
Cash and cash equivalents	1,013,223		
Investments	3,731,373	3,284,483	
Restricted investments	648,748		
Accounts receivable (net)	518,487	138,136	30,166
Notes receivable	52,557		
Prepaid items and other assets	53,508	21,189	18,564
Total current assets	7,111,415	3,514,966	48,730
Noncurrent assets:			
Land	190,271	150,757	
Buildings and improvements		1,779,541	26,596
Infrastructure	22,791,418	29,917,099	
Machinery and equipment	2,255,978	1,430,545	1,959,525
Construction in progress	3,350	2,517,758	
Accumulated depreciation	(6,892,833)	(10,024,408)	(1,588,459)
Total noncurrent assets	18,348,184	25,771,292	397,662
Total assets	25,459,599	29,286,258	446,392
DEFERRED OUTFLOWS OF RESOURCES			
Deferred outflow related to pension	167,959	115,784	47,598
LIABILITIES			
Current liabilities:			
Accounts payable	84,546	167,209	34,909
Estimated claims and judgments			
Accrued payroll and taxes	15,852	10,600	4,554
Customer deposits	335,549	6,250	
Retainage payable	100,891	222,510	
Due to other funds			461,334
Accrued interest	249,888	292,951	
Current portion of long-term debt	360,622	432,663	56,125
Unearned revenue			
Total current liabilities	1,147,348	1,132,183	556,922
Noncurrent liabilities:			
Pension	1,097,663	720,079	334,003
Non-current portion of long-term debt	11,431,906	13,524,579	61,022
Total noncurrent liabilities	12,529,569	14,244,658	395,025
Total liabilities	13,676,917	15,376,841	951,947
DEFERRED INFLOWS OF RESOURCES			
Deferred inflows related to pension	80,227	55,306	22,735
Deferred inflow on refundings	99,528	111,471	
Total deferred inflows of resources	179,755	166,777	22,735
NET POSITION			
Net investment in capital assets	6,490,651	11,724,109	295,491
Unrestricted	5,280,235	2,134,315	(776,183)
Total net position	$ 11,770,886	$ 13,858,424	$ (480,692)

The notes to the basic financial statements are an integral part of this statement.

Enterprise Funds				
Business Incubator	Ambulance Services	Business Center	Totals	Governmental Activities: Internal Service Funds
$	$ 257,578	$	$ 1,422,255	$
	494	230,204	1,243,921	1,835,856
			7,015,856	
		642,742	1,291,490	
	582,725	52,456	1,321,970	159,448
			52,557	
150	1,021	316	94,748	
150	841,818	925,718	12,442,797	1,995,304
		344,211	685,239	
2,007,718		4,994,272	8,808,127	
			52,708,517	
118,733	499,758	2,663,944	8,928,483	
		14,513	2,535,621	
(116,284)	(8,277)	(4,358,004)	(22,988,265)	
2,010,167	491,481	3,658,936	50,677,722	
2,010,317	1,333,299	4,584,654	63,120,519	1,995,304
	135,764		467,105	
2,650	46,254	5,733	341,301	45,165
				175,531
539	13,436		44,981	
1,148			342,947	
			323,401	
284,900		298,750	1,044,984	26,307
	5,924	392,742	941,505	
886	80,595	250,000	1,180,891	
574			574	
290,697	146,209	947,225	4,220,584	247,003
	48,698		2,200,443	
238	304,368	9,820,000	35,142,113	
238	353,066	9,820,000	37,342,556	
290,935	499,275	10,767,225	41,563,140	247,003
	64,849		223,117	
			210,999	
	64,849		434,116	
2,010,167	112,191	(6,411,064)	14,221,545	
(290,785)	792,748	228,493	7,368,823	1,748,301
$ 1,719,382	$ 904,939	$ (6,182,571)	$ 21,590,368	$ 1,748,301

CITY OF SAN LUIS
STATEMENT OF REVENUES, EXPENSES AND CHANGES IN FUND NET POSITION - PROPRIETARY FUNDS
FOR THE YEAR ENDED JUNE 30, 2017

	Enterprise Funds		
	Water	Wastewater	Sanitation
Operating revenues:			
Rents	$	$	$
Charges for services	3,908,317	4,003,402	1,259,873
Contributions			
Other	117,344	2,877	24,671
Total operating revenues	4,025,661	4,006,279	1,284,544
Operating expenses:			
Cost of sales and services	1,803,826	1,785,795	1,032,808
Claims			
Premiums			
Administrative fees			
Depreciation	569,057	819,128	83,325
Total operating expenses	2,372,883	2,604,923	1,116,133
Operating income (loss)	1,652,778	1,401,356	168,411
Nonoperating revenues (expenses):			
Investment earnings	43,420	10,897	
Interest and fiscal charges	(453,309)	(536,209)	(4,769)
Total nonoperating revenues (expenses)	(409,889)	(525,312)	(4,769)
Income (loss) before transfers	1,242,889	876,044	163,642
Transfers in			
Changes in net position	1,242,889	876,044	163,642
Total net position, beginning of year, as restated	10,527,997	12,982,380	(644,334)
Total net position, end of year	$ 11,770,886	$ 13,858,424	$ (480,692)

The notes to the basic financial statements are an integral part of this statement.

Enterprise Funds				Governmental Activities:
Business Incubator	Ambulance Services	Business Center	Totals	Internal Service Funds
$ 3,443	$	$ 629,265	$ 632,708	$
	1,953,337		11,124,929	2,394,700
28			144,920	
3,471	1,953,337	629,265	11,902,557	2,394,700
116,707	1,035,134	67,649	5,841,919	
				2,011,692
46,355	8,277	373,617	1,899,759	
163,062	1,043,411	441,266	7,741,678	2,011,692
(159,591)	909,926	187,999	4,160,879	383,008
	937	233	55,487	2,316
	(5,924)	(785,498)	(1,785,709)	
	(4,987)	(785,265)	(1,730,222)	2,316
(159,591)	904,939	(597,266)	2,430,657	385,324
		394,435	394,435	
(159,591)	904,939	(202,831)	2,825,092	385,324
1,878,973		(5,979,740)	18,765,276	1,362,977
$ 1,719,382	$ 904,939	$ (6,182,571)	$ 21,590,368	$ 1,748,301

CITY OF SAN LUIS, ARIZONA
STATEMENT OF CASH FLOWS - PROPRIETARY FUNDS
YEAR ENDED JUNE 30, 2017

	Enterprise Funds	
	Water	Wastewater
Increase/(Decrease) In Cash and Cash Equivalents		
Cash flows from operating activities:		
Cash received from customers	$ 3,959,893	$ 3,961,161
Cash payments to suppliers for goods and services	(1,490,127)	(1,060,679)
Cash payments to employees for services	(636,627)	(722,648)
Net cash provided by (used for) operating activities	1,833,139	2,177,834
Cash flows from noncapital and related financing activities:		
Increase (decrease) due to other funds	(4,606,918)	3,327,279
Net cash provided by (used for) noncapital and related financing activities	(4,606,918)	3,327,279
Cash flows from capital and related financing activities:		
Payments for capital acquisitions	(8,567)	(2,798,802)
Principal paid on long-term debt	(323,748)	(452,987)
Interest paid on long-term debt	(467,712)	(547,241)
Net cash (used for) capital and related financing activities	(800,027)	(3,799,030)
Cash flows from investing activities:		
Investment income	43,420	10,897
Net cash provided by investing activities	43,420	10,897
Net increase/ (decrease) in cash and cash equivalents	(3,530,386)	1,716,980
Cash and cash equivalents, beginning of year	8,923,730	1,567,503
Cash and cash equivalents, end of year	$ 5,393,344	$ 3,284,483
Reconciliation of Operating Income (loss) to Net Cash Provided by (Used for) Operating Activites		
Operating income (loss)	$ 1,652,778	$ 1,401,356
Adjustments to reconcile operating income (loss) to net cash provided by (used for) operating activities:		
Depreciation	569,057	819,128
Change in assets and liabilities:		
(Increase)/ decrease in accounts receivable	(63,373)	(44,868)
(Increase)/ decrease in prepaid items and other assets	9,710	1,873
(Increase) in notes receivable	(2,395)	
Increase/ (decrease) in accounts payable	(304,764)	16,896
Increase/ (decrease) in customer deposits		(250)
(Decrease) in estimated claims and judgments		
Increase in accrued payroll and taxes	1,084	4,742
(Decrease) in deferred outflows/inflows related to pension	(38,541)	(27,784)
Increase in net pension liabilities	9,583	6,741
Increase in unearned revenue		
Increase in compensated absences payable		
Total adjustments	180,361	776,478
Net cash provided by (used for) operating activities	$ 1,833,139	$ 2,177,834

The notes to the financial statements are an integral part of this statement.

Enterprise Funds					Internal Service
Sanitation	Business Incubator	Ambulance Services	Business Center	Total	Insurance Fund
$ 1,286,745	$ 5,193	$ 1,370,612	$ 629,248	$ 11,212,852	$ 2,276,833
(740,774)	(76,949)	(198,285)	(61,946)	(3,628,760)	(1,692,415)
(295,424)	(37,231)	(794,724)	-	(2,486,654)	
250,547	(108,987)	377,603	567,302	5,097,438	584,418
(95,708)	108,987	(257,578)	55,294	(1,468,644)	18,550
(95,708)	108,987	(257,578)	55,294	(1,468,644)	18,550
(104,110)		(120,468)	(66,086)	(3,098,033)	
(42,759)			(230,000)	(1,049,494)	
(7,970)		-	(398,939)	(1,421,862)	
(154,839)	-	(120,468)	(695,025)	(5,569,389)	-
		937	233	55,487	2,316
-	-	937	233	55,487	2,316
-	-	494	(72,196)	(1,885,108)	605,284
-	-	-	945,142	11,436,375	1,230,572
$ -	$ -	$ 494	$ 872,946	$ 9,551,267	$ 1,835,856
$ 168,411	$ (159,591)	$ 909,926	$ 187,999	$ 4,160,879	$ 383,008
83,325	46,355	8,277	373,617	1,899,759	
2,201		(582,725)	(17)	(688,782)	(117,867)
(3,948)	(150)	(1,021)	10	6,474	
				(2,395)	
4,536	2,153	46,254	5,693	(229,232)	339,040
	1,148				
					(19,763)
1,852		13,436		21,114	
(10,782)		(70,915)		(148,022)	
4,952		48,698		69,974	
	574			574	
	524	5,673		6,197	
82,136	50,604	(532,323)	379,303	936,559	201,410
$ 250,547	$ (108,987)	$ 377,603	$ 567,302	$ 5,097,438	$ 584,418

The notes to the financial statements are an integral part of this statement.

CITY OF SAN LUIS, AZ
INC. 1979

NOTES TO BASIC FINANCIAL STATEMENTS

NOTE 1- SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Financial statement presentation follows the recommendations promulgated by the Governmental Accounting Standards Board ("GASB") commonly referred to as accounting principles generally accepted in the United States of America ("U.S. GAAP"). GASB is the accepted standard setting body for establishing governmental accounting and financial reporting standards.

During the fiscal year ended June 30, 2017, the provisions of GASB Statement No. 77, *Tax Abatement Disclosures* were implemented. This statement establishes guidance requiring state and local governments to disclose key information about tax abatement agreements.

A. Reporting Entity

The City of San Luis (the "City") was incorporated in 1979 under the provision of the Arizona Constitution and is located on the Arizona-Sonora Mexico border. The City is a municipal entity governed by an elected Mayor and council.

The criteria used in determining the scope of the reporting entity are based on the provisions of GASB Statement No. 14, The Financial Reporting Entity, as amended by GASB Statement No. 61, The Financial Statement Entity – Omnibus. The City is the primary government unit. Component units are financially accountable to the City. Financial accountability exists if the primary government appoints a voting majority of the entity's governing body and (1) it is able to impose its will on that organization, or (2) there is a potential for the organization to provide financial benefit, or impose financial burdens on the primary government. Component units meeting the criteria have been accounted for as "blended" component units of the City. Despite being legally separate, these entities are so intertwined with the City that they are, in substance, part of the City's operations. Accordingly, the balances and transactions of these component units are reported within the funds of the City.

Blended Component Units

The San Luis Community Facilities District (SLCFD) was created in 1999 under the provisions of Title 48, Chapter 4, Article 6 of the Arizona Revised Statutes. The District is considered by law to be an independent political sub-division of the state, and separate from the City. Council members serve as the Board of Directors. The purpose of the entity is to provide land for the development of the Regional Center for Border Health which will revert along with the development to the City at the end of the term. The District leases the land under a 30-year agreement to Western Arizona Area Health Education Center, Inc. (WAAHEC), an unrelated not-for-profit corporation for $2,500 per year. The activity is reported in the San Luis Community Facilities District Fund.

The San Luis Employees' Self Insurance Health Fund (ESI) was formed for the purpose of managing the health insurance fund and is governed by five Board members. The Board consists of three non-staff members, one member of Council and one member from the Human Resources Department. Although it is legally separate from the City, the Trust is reported as if it were part of the City government, because its sole purpose is to provide services exclusively to City employees through a self-insured plan. Employees are covered 100 percent by the plan and pay on the average $250 for family or dependent care. The activity of the ESI is reported as the Insurance Fund, an internal service fund.

NOTE 1- SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

A. Reporting Entity (Continued)

No separate financial statements are prepared for the blended component units.

Discretely Presented Component Units

Discretely presented component units are entities that are legally separate from the primary government but for which omission would cause the primary government's financial statements to be misleading or incomplete. The component units below do not meet the criteria for blended presentation and therefore, they are reported separately from the primary government.

The San Luis Facility Development Corporation (SLFDC) was incorporated in 2005 exclusively for the purpose of financing, owning, and/or operating one or more public projects that affect economic development in the City of San Luis, Arizona or San Luis County and to provide facilities, equipment, and other physical plant and related support to the project. It is governed by a Board of five Directors of which two are members of City Council. The Corporation was used in April 2014 and July 2014 to refinance two bond issues that were originally used to build and extend the detention facility respectively. The City General Fund receives certain revenues in form of a bed tax from the operations. The activity is reported in the City's Detention Facility Fund.

No separate financial statements are prepared for the discretely presented component units.

Joint Ventures

A joint venture (JV) is a legal entity or other organization that results from a contractual agreement and that is owned, operated, or governed by two or more participants as a separate and specific activity subject to joint control in which the participants retain (a) an ongoing financial interest or (b) an ongoing financial responsibility. A "jointly governed organization" is an organization that meets all the JV criteria except the participants do not retain on-going financial interest or responsibility.

The City participates under a membership provision with two other entities in a jointly governed organization, the Greater San Luis Port Authority, Inc. (GYPA) which is directed by a seven person board. The GYPA was established in September 8, 2000, as a nonprofit corporation for the purpose of promoting and developing the new port district through cooperative regional effort of government entities (members), within the Yuma County region and to ensure the economic wellness of the San Luis area. Members are required to pay a fee of $50,000 per year for operational expenses of the corporation. The City carries in its budget an annual appropriation of $50,000 to retain its membership. The City does not retain an on-going financial interest or an on-going financial responsibility in the GYPA. Complete financial statements of the GYPA may be obtained from the GYPA's office at P.O. Box 4601, San Luis, AZ 85349.

NOTE 1- SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

A. Reporting Entity (Continued)

Related Organizations

The City's officials are also responsible for appointing the board members of other organizations; however, the City's accountability for these organization does not extend beyond the making of appointments and therefore they are not included as part of the financial statements.

The following are related organizations that are excluded from the reporting entity:

- San Luis Police Activities/Athletics League
- San Luis AZ Chamber of Commerce
- East San Luis Community Facility District

B. Measurement Focus, Basis of Accounting, and Financial Statement Presentation

The accounts of the City are organized on the basis of funds, each of which is considered a separate accounting entity. The operations of each fund are accounted for by providing a separate set of self-balancing accounts that comprise its assets, liabilities, fund equity, revenues and expenditures or expenses, as appropriate. City resources are allocated to and accounted for in individual funds based upon the purposes for which they are to be spent and the means by which spending activities are controlled

Government-Wide Financial Statements – The Government-Wide Financial Statements are presented on an *"economic resources"* measurement focus and the accrual basis of accounting. Accordingly, all of the City's assets and liabilities, including capital assets, as well as infrastructure assets, and long-term liabilities, are included in the accompanying Statement of Net Position. The Statement of Activities presents changes in net position. Under the accrual basis of accounting, revenues are recognized in the period in which they are earned while expenses are recognized in the period in which the liability is incurred. Fiduciary activities are not included in these statements.

Certain types of transactions are reported as program revenues for the City in three categories:

- Charges for services
- Operating grants and contributions
- Capital grants and contributions

Certain eliminations have been made in regards to interfund activities, payables and receivables. All internal balances in the Statement of Net Position have been eliminated except those representing balances between the governmental activities and the business-type activities, which are presented as internal balances and eliminated in the total primary government column. In the Statement of Activities, internal service fund transactions have been eliminated; however, those transactions between governmental and business-type activities have not been eliminated. The following interfund activities have been eliminated:

- Due from and to other funds
- Transfers in and out

NOTE 1- SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

B. Measurement Focus, Basis of Accounting, and Financial Statement Presentation (Continued)

Governmental Fund Financial Statements – All governmental funds are accounted for on a spending or *"current financial resources"* measurement focus and the modified accrual basis of accounting. Accordingly, only current assets and current liabilities are included on the Balance Sheet. The Statement of Revenues, Expenditures and Changes in Fund Balances present increases (revenues and other financing sources) and decreases (expenditures and other financing uses) in fund balances. Under the modified accrual basis of accounting, revenues are recognized in the accounting period in which they become both measurable and available to finance expenditures of the current period.

Revenues are recognized as soon as they are both "*measurable*" and "*available*". Revenues are considered to be available when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. For these purposes, the City considers revenues to be available if they are collected within 60 days of the end of the current fiscal period.

The primary revenue sources, which have been treated as susceptible to accrual by the City, are property taxes, other local taxes, franchise fees, forfeitures and penalties, motor license fees, rents and concessions, interest revenue, and state and federal grants and subventions. Expenditures are recorded in the accounting period in which the related fund liability is incurred.

Reconciliations of the fund financial statements to the Government-Wide Financial Statements are provided to explain the differences.

Certain indirect costs are included as part of the program expenses reported for individual functions and activities.

The City reports the following major governmental funds.

General – This fund is the general operating fund of the City. It accounts for all financial resources of the City, except those required to be accounted for in other funds.
Highway Users – This fund accounts for the revenue received from the State for public works and streets.
Municipal Projects Bond – This fund accounts for the construction of the City's various construction projects.

NOTE 1- SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

B. Measurement Focus, Basis of Accounting, and Financial Statement Presentation (Continued)

The focus of governmental fund financial statements is on major funds rather than reporting funds by type. Each major fund is presented in a separate column. Non-major funds are aggregated and presented in a single column. The City's non-major funds are as follows:

Special Revenue Funds

- Police Grants and Special Revenues
- Judicial Collection Enhancement
- Assessment Districts
- San Luis Community Facilities District

Capital Projects Funds

- Capital Outlay Reserve
- Cultural Center

Proprietary Fund Financial Statements - Proprietary funds are accounted for using the "*economic resources*" measurement focus and the accrual basis of accounting. Accordingly, all assets and liabilities (whether current or noncurrent) are included on the Statement of Net Position. The Statement of Revenues, Expenses and Changes in Net Position presents increases (revenues) and decreases (expenses) in total net position. Under the accrual basis of accounting, revenues are recognized in the period in which they are earned while expenses are recognized in the period in which the liability is incurred.

Proprietary funds distinguish operating revenues and expenses from non-operating items. Operating revenues and expenses generally result from providing services and producing and delivering goods in connection with a proprietary fund's principal ongoing operations. The principal operating revenues of the proprietary funds are charges to customers for sales and services. Operating expenses for the proprietary funds include the costs of sales and services, administrative expenses and depreciation on capital assets. All revenues and expenses not meeting this definition are reported as non-operating revenues and expenses.

The City reports the following proprietary funds:

Water – This fund accounts for the City's water operations.
Wastewater – This fund accounts for the City's wastewater operations.
Business Center – This fund accounts for revenues and expenditures related to properties acquired by the City from the Industrial Development Authority to develop trade, encourage production, and assure job opportunities in the City.
Sanitation – This fund accounts for the activities of the City's sanitation operations.
Business Incubator – This fund accounts for the City's business incubator operations which offers assistance to small businesses, encourage light manufacturing and help create job opportunities within the City.
Ambulance Services – This fund accounts for City's Ambulance resources to provide emergency 9-1-1 response and emergency medical transportation for the residents and guests of the City of San Luis.

NOTE 1- SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

B. Measurement Focus, Basis of Accounting, and Financial Statement Presentation (Continued)

Additionally, the City reports the following internal service fund type:

Insurance (ESI) - The Insurance fund is used to account for the accumulation and allocation of costs associated with the City's self-insured group health and dental insurance program.

C. Cash, Cash Equivalents and Investments

The City considers cash on hand, demand deposits, cash and investments held by the State Treasurer, and highly liquid investments with maturities of three months from the date of acquisition to be cash equivalents. All cash and investments of proprietary funds are held in the City's investment pool. These cash pools have the general characteristics of a demand deposit account, therefore, all cash and investments in the proprietary funds are considered cash and cash equivalents for Statement of Cash Flows purposes.

Cash and investments are generally pooled except for funds required to be held by fiscal agents or restricted under provisions of bond indentures. Arizona Revised Statutes (A.R.S.) authorize the City to invest public monies in the State Treasurer's Local Government Investment Pool, interest-bearing savings accounts, certificates of deposit, and repurchase agreements in eligible depositories; bonds or other obligations of the U.S. government that are guaranteed as to principal and interest by the U.S. government; and bonds of the State of Arizona or any of its counties, cities, towns, school districts, and special districts as specified by statute.

The State Board of Deposit provides oversight for the State Treasurer's pool, and the Local Government Investment Pool Advisory Committee provides consultation and advice to the Treasurer. The fair value of a participant's position in the pool approximates the value of that participant's pool shares.

Money market investments are stated at amortized cost. All other investments are stated at cost, which approximates fair value. Certain resources set aside for the repayments of debt are classified as investments held by trustee – restricted. Certain disclosure requirements, if applicable, for Deposits and Investment Risks in the following areas:

- Interest Rate Risk
- Credit Risk
  - Overall
  - Custodial Credit Risk
  - Concentration of Credit Risk
- Foreign Currency Risk

In addition, other disclosures are specified including use of certain methods to present deposits and investments, highly sensitive investments, credit quality at year-end and other disclosures.

NOTE 1- SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

D. Restricted Cash and Investments with Fiscal Agents

Cash and investments with fiscal agents are restricted due to limitations on their use by bond covenants. Fiscal agents acting on behalf of the City hold investment funds arising from the proceeds of long-term debt issuances.

E. Investment Income

Investment income is composed of interest, dividends, and net changes in the fair value of applicable investments. Investment income is included in investment earnings in the governmental fund financial statements and in nonoperating revenues in the proprietary fund financial statements.

F. Prepaid Items

Certain payments to vendors reflect costs applicable to future accounting periods and are recorded as prepaid items in both the government-wide and fund financial statements.

G. Receivables

Receivables include such items as taxes, intergovernmental revenues, charges for services, miscellaneous account receivable, and interest receivable, and are reported net of allowance for uncollectible. The City reserved all receivable in excess of 180 days as an allowance.

H. Interfund Receivables and Payable

Activity between funds that are representative of lending/borrowing arrangements outstanding at the end of the fiscal year are referred to as either “due to/from other funds” (i.e., the current portion of inter-fund loans) or “advances to/from other funds” (i.e., the non-current portion of inter-fund loans). All other outstanding balances between funds are reported as “due to/from other funds.”

I. Inventories

Inventories are stated at average cost using the first-in/first-out (FIFO) method. Inventories are recorded as expenses when consumed in the government-wide and proprietary financial statements and as expenditures when purchased in the governmental fund financial statements.

J. Capital Assets

Capital assets, which include land, buildings, improvements other than buildings, machinery, equipment, construction in progress, and infrastructure assets (e.g., roads, bridges, sidewalks, and similar items), are reported in the applicable governmental or business-type activities columns in the government-wide financial statements. Capital assets are defined by the City as assets with an initial, individual cost of $5,000 or more and an estimated useful life of more than one year. Such assets are recorded at historical cost or estimated historical cost if actual historical cost is not available. Donated capital assets are recorded at acquisition value at the date of donation.

NOTE 1- SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

J. Capital Assets (Continued)

The costs of normal maintenance and repairs that do not add to the value of the asset or materially extend assets' lives are not capitalized. Major outlays for capital assets and improvements are capitalized as projects are constructed. Interest incurred during the construction phase of capital assets of business-type activities is included as part of the capitalized value of the assets constructed.

Certain capital assets of the City are depreciated using the straight-line method over the following estimated useful lives:

Assets	Years
Infrastructure	15-50
Buildings	7-50
Improvements other than buildings	5-50
Vehicles, machinery, and equipment	4-15

K. Deferred Inflows and Outflows

In accordance with GASB Statement No. 63, *Financial Reporting of Deferred Outflows of Resources, Deferred Inflows of Resources, and Net Position*, the statement of net position reports separate sections for Deferred Outflows of Resources and Deferred Inflows of Resources, when applicable. The City and component unit have items that qualify for reporting in this category.

Deferred Outflows of Resources represent outflows of resources (consumption of net position) that apply to future periods and that, therefore, will not be recognized as an expense until that time.

- A deferred charge on refunding results from the difference in the carrying value of refunded debt and its reacquisition price. This amount is deferred and amortized over the shorter of the life of the refunded or refunding debt.
- In conjunction with pension accounting requirements, the difference between expected and actual investment earnings is recorded as a deferred outflow of resources related to pensions. This amount is determined based on the actuarial valuation performed for the plan.

Deferred Inflows of Resources represent inflows of resources (acquisition of net position) that apply to future periods and that, therefore, are not recognized as revenue until that time. In addition to liabilities, the statement of net position and/or balance sheet will sometimes report a separate section for deferred inflows of resources. This separate financial statement element, deferred inflows of resources, represents an acquisition of fund balance that applies to a future period(s) and so will not be recognized as an inflow of resources (revenue) until that time. The City has two types of items, which arise only under a modified accrual basis of accounting that qualifies for reporting in this category. Accordingly, the item, unavailable revenue, is reported only in the governmental funds balance sheet. The governmental funds report unavailable revenues from Municipal Court fines and intergovernmental revenue. These amounts are deferred and recognized as an inflow of resources in the period that the amounts become available.

NOTE 1- SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

K. Deferred Inflows and Outflows (Continued)

Under the full accrual basis, the City has two items that qualify for reporting in this category:

- A deferred gain on refunding results from the difference in the carrying value of refunded debt and its reacquisition price. This amount is deferred and amortized over the shorter of the life of the refunded or refunding debt.

- In conjunction with pension accounting requirements, the difference between expected and actual experience related is recorded as a deferred inflow of resources related to pensions. This amount is determined based on the actuarial valuation performed for the plan as described further in Note 15.

L. Compensated Absences

The City's employee vacation and sick leave policies provide for granting vacation and sick leave with pay. Annual leave, based on graduated scale of years of employment, is credited to each employee as it accrues and differs between administrative and public safety functions. The maximum accrual allowed follows the aforementioned pattern of accrued hours and cannot exceed twice the yearly earned hours. Vacation benefits vest at the employee's current rate of pay.

The current and long-term liabilities for accumulated vacation are reported on the government-wide financial statements and in the proprietary fund financial statements. A liability for these amounts is reported in governmental funds only if they have matured, for example, as a result of employee leave, resignations, and retirements. Resources from the General Fund are generally used to liquidate the governmental funds liabilities for compensated absences.

Generally, sick leave benefits provide for ordinary sick pay and are cumulative but are forfeited upon termination of employment. Because sick leave benefits do not vest with employees, a liability for sick leave benefits is not accrued in the financial statements.

M. Long-Term Obligations

In the government-wide financial statements and proprietary fund financial statements, long-term debt and other long-term obligations are reported as liabilities, net of bond premiums or discounts. Bond premiums and discounts are amortized over the life of the bonds using straight-line method. Issuance costs are reported as expense when incurred.

Governmental fund financial statements do not present long-term debt but are shown in the Reconciliation of the Governmental Funds Balance Sheet to the Government-Wide Statement of Net Position.

N. Arbitrage Rebate Requirement

The City is subject to the Internal Revenue Code ("IRC") Section 148(f), related to its tax exempt revenue bonds. The IRC requires that investment earnings on gross proceeds of any revenue bonds that are in excess of the amount prescribed will be surrendered to the Internal Revenue Service. The City had no rebate liability for arbitrage as of June 30, 2017.

NOTE 1- SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

O. Claims Liabilities

The City accounts for material claims and judgments outstanding at year-end. When it is probable that a claim liability has incurred at year-end, and the amount of loss can be reasonably estimated, the City records the estimated loss.

P. Pensions

For purposes of measuring the net pension liability, deferred outflows of resources and deferred inflows of resources related to pensions, and pension expense, information about the pension plans' fiduciary net position and additions to/deductions from the plans' fiduciary net position have been determined on the same basis as they are reported by the plans.

For this purpose, benefit payments (including refunds of employee contributions) are recognized when due and payable in accordance with the benefit terms. Investments are reported at fair value.

The following timeframes are used for pension reporting:

Valuation Date:	June 30, 2015
Measurement Date:	June 30, 2016
Measurement Period:	July 1, 2015 to June 30, 2016

Gains and losses related to changes in total pension liability and fiduciary net position are recognized in pension expense systematically over time. The first amortized amounts are recognized in pension expense for the year the gain or loss occurs. The remaining amounts are categorized as deferred outflows and deferred inflows of resources related to pensions and are to be recognized in future pension expense. The amortization period differs depending on the source of the gain or loss. The difference between projected and actual earnings is amortized straight-line over 5 years. All other amounts are amortized straight-line over the average expected remaining service lives of all members that are provided with benefits (active, inactive, and retired) as of the beginning of the measurement period.

Q. Net Position

For government-wide and proprietary fund financial statements, net position represents the difference between all other elements in the statement of net position and should be displayed in the following three components:

Net Investment in Capital Assets – This component of net position consists of capital assets, net of accumulated depreciation, reduced by the outstanding balances of debt that are attributable to the acquisition, construction, or improvement of those assets.
Restricted – This component of net position consists of restricted assets reduced by liabilities and deferred inflows of resources related to those assets.
Unrestricted – This component of net position is the amount of the assets, deferred outflows of resources, liabilities, and deferred inflows of resources that are not included in the determination of net investment in capital assets or the restricted component of net position.

When an expense is incurred for purposes for which both restricted and unrestricted Net Position are available, the City's policy is to apply restricted Net Position first.

NOTE 1- SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

R. Fund Balances

In the governmental fund financial statements, fund balance is composed of five classifications designed to show the hierarchy of constraints placed on how fund balance can be spent. The governmental fund types classify fund balances as follows:

Non-spendable – This classification includes amounts that cannot be spent because they are either (a) not in spendable form or (b) legally or contractually required to be maintained intact.

Inventories – Portion of fund balance that is not an available resource because it represents the year-end balance of ending inventories, which are not spendable resources.

Prepaid Items – Portion of fund balance that is not an available resource because it represents the year-end portion of prepaid items, which are not spendable resources.

Restricted – This classification includes revenue sources that are restricted to specific purposes externally imposed by 1) external parties such as: grantors creditors or 2) imposed by law through constitutional provisions or 3) enabling legislation legally enforceable by external parties.

Committed – Represents portion of fund balance that can only be used for specific purpose imposed by majority vote of City Council, the highest level of decision-making authority. Such commitment is made via a Council resolution and must be made prior to the end of the fiscal year. Any changes or removal of specific purposes requires majority action as well by the governing body. Committed funds include funds for capital projects and specified program services as defined by the creation of the fund.

Assigned – Amounts are constrained by the City's intent to be used for specific purposes. Intent should be expressed by the Council or the City Manager but requires City Council to approve a resolution to set up encumbrances.

Assigned for Capital Projects – Portion of fund balance that has been budgeted or designated by Council for capital projects.

Unassigned – Unassigned fund balance is the residual classification for the general fund. This classification represents fund balance that has not been assigned to other funds and does not have a specific purpose. In the governmental funds, other than the general fund, if expenditures incurred exceeded the amounts restricted, committed or assigned, the fund may report a negative fund balance as unassigned.

NOTE 1- SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

R. Fund Balances (Continued)

The City has a revenue spending guideline for programs with multiple revenue sources. For purposes of fund balance classification, expenditures are to be spent from restricted fund balance first, followed in order by committed fund balance, assigned fund balance and lastly unassigned fund balance. Management may deviate from this policy if it's in the best interest of the City.

	General Fund	Highway Users Fund	Municipal Projects Bond Fund	Non-Major Governmental Funds
Fund Balances:				
Nonspendable:				
Inventory	$ 26,758	$ 14,473	$	$
Prepaid items	91,485	442	260	78,400
Restricted:				
Highways and streets		635,407		
Debt service			291,646	
Capital projects				1,231,394
Impact fees				353,921
Other purposes				373,053
Unassigned	9,858,234			
Total fund balances	$ 9,976,477	$ 650,322	$ 291,906	$ 2,036,768

S. Use of Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of the contingent assets and liabilities at the date of the financial statements and the reported amounts of revenue and expenses during the reporting period. Actual results could differ from those estimates.

T. Budget

The City publishes and adopts an annual budget in accordance with applicable state statutes. The City prepares an annual budget on a basis consistent with Generally Accepted Accounting Principles for all governmental funds. After review of the tentative budgets, City Council holds public hearings and then adopts the annual budget for the General, Major Special Revenue, and the Enterprise funds. All annual appropriations lapse at the fiscal year end.

The appropriated budget is prepared by fund and department on the same basis of accounting as required for governmental fund types and conforms to GAAP. Amendments are required for any revisions that increases total expenditures of any fund or that change functional appropriations. During the year, several amendments to the original budget were necessary to meet the needs of the City. Also, transfers of appropriations between departments and over-expenditures of appropriations at the department level require Council approval. The City legal level of budgetary control, which is the level at which expenditures may not legally exceed appropriations, is at the department level.

NOTE 2- CASH AND INVESTMENTS

Cash and investments are classified in the accompanying financial statements as follows:

	Primary Government		Component Unit	
	Governmental Activities	Business-type Activities	Detention Facility	Total
Cash and cash equivalents	$ 3,421,611	$ 1,243,921	$	$ 4,665,532
Investments	10,545,222	7,015,856		17,561,078
Restricted assets:				
Investments	2,147,139	1,291,490	6,590,246	10,028,875
Total	$ 16,113,972	$ 9,551,267	$ 6,590,246	$ 32,255,485

Cash and investments consisted of the following:

Cash on hand	$ 4,440
Demand deposits	4,661,092
Investments	27,589,953
Total	$ 32,255,485

Demand Deposits - The carrying amounts of the City's demand deposits were $4,661,132 at June 30, 2017. Bank balances were $5,234,308 at that date, the total amount of which was collateralized or insured with securities held by the pledging financial institutions in the City's name.

Risk Disclosures – Disclosures Related to Interest Rate Risk. Interest rate risk is the risk that changes in market interest rates will adversely affect the fair value of an investment. Generally, the longer the maturity, the greater the sensitivity its fair value is to changes in market interest rates. The City does not have a formal investment policy that limit its investment maturities as a means of managing its exposure to fair value losses arising from increasing interest rate.

	Fair Value	Investment Maturities (in years) Less than 1
U.S. Agencies	$ 256,643	$ 256,643
Money Market	9,772,232	9,772,232
State Treasurer	17,561,078	17,561,078
Total	$ 27,589,953	$ 27,589,953

Investment should be recorded at fair value in accordance with GASB Statement No. 72, *Fair Value Measurement and Application*. Accordingly, the change in fair value of investments will be recognized as an increase or decrease to investment assets and investment income as applicable.

The City measures and records investment using fair value measurement guidelines established by generally accepted accounting principles. These guidelines recognize a three-tiered fair value hierarchy, as follows:

- Level 1: Quoted prices for identical investments in active markets;
- Level 2: Observable inputs other than quoted market prices; and,
- Level 3: Unobservable inputs.

NOTE 2- CASH AND INVESTMENTS (CONTINUED)

At June 30, 2017, all the City's investments were considered to be level two investments.

Disclosures Related to Credit Risk. Credit risk is defined as the risk that an issuer of an investment will not fulfill its obligation to repay the holder at the maturity date. This is generally measured by the assignment of a rating by a nationally recognized statistical organization. However, some issuers do not seek a credit rating. The City has no investment policy that would further limit its investment choices. As of June 30, 2017, the City's investment in the State Treasurer's Government Investment Pool (LGIP) did not receive a credit quality rating from national rating agency. The City's investments in U.S. agencies were rated Aaa-mf by Moody's Investors Service and AAAm by Standard & Poor's.

That portion of the external investment pool which belongs to local government participants is reported in the State's Annual Financial Report. A copy of the report can be obtained from the State's website at www.aztreasury.gov or by writing to Arizona State Treasurer's Office, 1700 West Washington Street, 1st Floor, Phoenix, AZ 85007. The City's position in the LGIP at June 30, 2017 is stated at cost which approximates fair value.

Disclosures Related to Custodial Credit Risk. For deposits, custodial credit risk is the risk that in the event of bank failure the City's deposits may not be returned to the City. The City does not have a policy for custodial credit risk. As of June 30, 2017, City deposits of $4,233,814 were collateralized with securities held by the pledging financial institution.

The State Treasurer's pools are external investment pools, the Local Government Investment Pool (Pool 5) and Local Government Investment Pool-Government (Pool 7), with no regulatory oversight. The pools as an investment company are not registered with the Securities and Exchange Commission. The activity and performance of the pools are reviewed monthly by the State Board of Investment. The fair value of each participant's position in the State Treasurer investment pools approximates the value of the participant's shares in the pool and the participants' shares are not identified with specific investments. Participants in the pool are not required to categorize the value of shares in accordance with the fair value hierarchy.

Disclosures Related to Custodial Credit Risk. For investments, custodial credit risk is the risk that, in the event of the counterparty's failure, the City will not be able to recover the value of its investments or collateral securities that are in the possession of an outside party. At June 30, 2017, the City had $10,028,875 of U.S. agency securities, and money market funds that were uninsured and held by the counterparty's trust department or agent not in the City's name. The City's investment in the State Treasurer's investment pool represents a proportionate interest in the pool's portfolio; however, the City's portion is not identified with specific investments and is not subject to custodial credit risk.

Disclosures Related to Concentration Credit Risk. The City places no limit on the amount the City may invest in any one issuer. As of June 30, 2017, the City's investments include one percent invested in U.S. agency securities, 35 percent invested in money market funds, and 64 percent invested in the State Treasurer's investment pool.

NOTE 3- RECEIVABLES

Receivables are reported net of allowance for uncollectible of $275,907 for Proprietary Fund receivables and $498,959 for Governmental funds receivable of which the majority relates to court fines. As of year-end, the City's net receivables for individual major governmental funds, non-major governmental funds in the aggregate, and major enterprise funds are as follows:

	Governmental Activities				
	General	Highway Users	Municipal Projects Bond	Non-Major Governmental and Other	Total
Accounts receivables	$ 430,765	$ 337	$ 184	$ 170,116	$ 601,402
Fines receivable	1,091,279				1,091,279
Due from governmental entities	829,003	225,618		153,003	1,207,624
Net total	$ 2,351,047	$ 225,955	$ 184	$ 323,119	$ 2,900,305

	Business-Type Activities					
	Water	Wastewater	Business Center	Sanitation	Ambulance Services	Total
Accounts receivable	$ 518,487	$ 138,136	$ 52,456	$ 30,166	$ 582,725	$ 1,321,970
Notes receivable	52,557					52,557
Net total receivables	$ 571,044	$ 138,136	$ 52,456	$ 30,166	$ 582,725	$ 1,374,527

Governmental funds report unearned revenue in connection with receivables for revenues that are not considered to be available to liquidate liabilities of the current period. Governmental funds also defer revenue recognition in connection with resources that have been received, but not yet earned. At the end of the current fiscal year, unavailable revenue consisted mostly of fines receivable were reported in the General Fund of $1,091,279.

NOTE 4- INTERFUND TRANSACTIONS

A. Due From and To Other Funds

Fund	Due from Other Funds	Due to Other Funds
General	$ 60,135	$
Highway Users	362,063	
Municipal Projects Bond		1,502,573
Non-Major Governmental	729,411	
Water	1,093,519	
Wastewater	71,158	
Business Center		298,750
Business Incubator		284,900
Sanitation		461,334
Ambulance Services	257,578	
Internal Service		26,307
	$ 2,573,864	$ 2,573,864

All balances resulted from the time lag between the dates that (1) interfund goods and services are provided or reimbursable expenditures occur, (2) transactions are recorded in the accounting system and (3) payments between funds are made.

NOTE 4- INTERFUND TRANSACTIONS (CONTINUED)

B. Transfers

Transfers between primary government funds:

	Transfer From	
Transfer to:	General	Highway Users
Cultural Center – Grant Match	$	$ 55,797
Business Center – Debt Obligations	394,435	
Municipal Projects Bond – Debt Obligations	1,004,747	
Total	$ 1,399,182	$ 55,797

Transfers are used (1) to move receipts restricted for debt service from the funds collecting them to the funds obligated to pay debt service payments as they become due and (2) to move unrestricted revenues collected in the Highway Users Fund and the General Fund, which finance various programs accounted for in other funds in accordance with budgetary authorizations.

NOTE 5- CAPITAL ASSETS

A summary of capital asset activity for the fiscal year ended June 30, 2017 follows:

Governmental Activities	Beginning Balance	Increase	Decrease	Ending Balance
Capital assets, not being depreciated:				
Land	$ 1,531,972	$	$	$ 1,531,972
Construction in progress	714,530	150,430	552,042	312,918
Total capital assets, not being depreciated	2,246,502	150,430	552,042	1,844,890
Capital assets, being depreciated:				
Buildings and improvements	24,332,906	149,908		24,482,814
Machinery and equipment	11,001,238	440,958	164,115	11,278,081
Infrastructure	48,397,512	3,735,912		52,133,424
Total capital assets being depreciated	83,731,656	4,326,778	164,115	87,894,319
Less accumulated depreciation for:				
Buildings and improvements	(7,306,122)	(638,966)		(7,945,088)
Machinery and equipment	(6,045,401)	(881,119)	(152,095)	(6,774,425)
Infrastructure	(13,204,563)	(1,042,299)		(14,246,862)
Total accumulated depreciation	(26,556,086)	(2,562,384)	(152,095)	(28,966,375)
Total capital assets, being depreciated, net	57,175,570	1,764,394	12,020	58,927,944
Governmental activities capital assets, net	$ 59,422,072	$ 1,914,824	$ 564,062	$ 60,772,834

NOTE 5- CAPITAL ASSETS (CONTINUED)

Business-type Activities	Beginning Balance	Increase	Decrease	Ending Balance
Capital assets, not being depreciated:				
Land	$ 674,819	$ 10,420	$	$ 685,239
Construction in progress	454,186	2,445,162	363,727	2,535,621
Total capital assets, not being depreciated	1,129,005	2,455,582	363,727	3,220,860
Capital assets, being depreciated:				
Buildings and improvements	8,728,633	79,494		8,808,127
Machinery and equipment	8,099,317	832,549	3,383	8,928,483
Infrastructure	51,908,308	800,209		52,708,517
Total capital assets being depreciated	68,736,258	1,712,252	3,383	70,445,127
Less accumulated depreciation for:				
Buildings and improvements	(1,759,191)	(273,979)		(2,033,170)
Machinery and equipment	(6,425,191)	(477,572)	(3,047)	(6,899,716)
Infrastructure	(12,907,509)	(1,147,870)		(14,055,379)
Total accumulated depreciation	(21,091,891)	(1,899,421)	(3,047)	(22,988,265)
Total capital assets, being depreciated, net	47,644,367	(187,169)	336	47,456,862
Business-type activities capital assets, net	$ 48,773,372	$ 2,268,413	$ 364,063	$ 50,677,722

Discretely Presented Component Unit	Beginning Balance	Increase	Decrease	Ending Balance
Capital assets, not being depreciated:				
Land	$ 661,359	$	$	$ 661,359
Total capital assets, not being depreciated	661,359			661,359
Capital assets, being depreciated:				
Buildings and improvements	34,129,886			34,129,886
Machinery and equipment	329,194			329,194
Total capital assets being depreciated	34,459,080			34,459,080
Less accumulated depreciation for:				
Buildings and improvements	(11,933,680)	(1,706,495)		(13,640,175)
Machinery and equipment	(289,942)	(33,987)		(323,929)
Total accumulated depreciation	(12,223,622)	(1,740,482)		(13,964,104)
Total capital assets, being depreciated, net	22,235,458	(1,740,482)		20,494,976
Discretely presented component unit capital assets, net	$ 22,896,817	$(1,740,482)	$	$ 21,156,335

NOTE 5- CAPITAL ASSETS (CONTINUED)

Depreciation expense was charged to functions/programs as follows:

Governmental activities:	Amount
General government	$ 468,763
Public safety	515,508
Health and welfare	11,604
Culture and recreation	330,688
Community development	4,107
Public works and streets	1,231,714
Total depreciation expense	$ 2,562,384

Business-type activities:	
Water	$ 568,888
Wastewater	819,128
Business Center	373,617
Sanitation	83,156
Business Incubator	46,355
Ambulance Services	8,277
Total depreciation expense	$ 1,899,421

Discretely presented Component Unit:	
Detention Facility	$ 1,740,482
Total depreciation expense	$ 1,740,482

NOTE 6- CONSTRUCTION COMMITMENTS

The City entered into several construction contracts for street projects (special revenue fund projects) and wastewater treatment projects totaling almost $2.3 million. These commitments have only been recorded in the accompanying financial statements for work completed as of June 30, 2017. The remaining balance for work not yet complete at the end of the year is estimated at $312,917 for governmental activities projects and $2.5 million for business-type activities projects.

NOTE 7- OBLIGATIONS UNDER LEASES

Operating Leases – The City leases copiers/printers under certain non-cancelable operating leases. Operating leases do not give rise to property rights or lease obligations (long-term debt); therefore, the results of the lease agreements are not reflected in the City's Statement of Net Position. Lease payments made during the fiscal year 2017 amounted to $55,099.

NOTE 7- OBLIGATIONS UNDER LEASES (CONTINUED)

The following is a schedule of the future minimum lease payments on the operating leases.

Year Ending June 30:		
	2018	$ 34,540
	2019	29,081
	2020	16,877
	2021	9,839
	2022	6,703
Total		$ 97,040

Capital Leases – The City has acquired two wheeled coach ambulances under the provisions of a long-term lease agreement classified as a capital lease. The lease agreement qualifies as a capital lease for accounting purposes and, therefore, has been recorded at the present value of its future minimum lease payment as of the inception date. The Ambulance Services Fund is used to pay the capital lease obligation. Amortization of assets recorded under capital leases is included with depreciation expense.

The assets acquired through capital leases that meet the City capitalization threshold are as follows:

	Business-Type Activities
Asset:	
Machinery and equipment	$ 406,262
Less: Accumulated depreciation	
Total	$ 406,262

The future minimum lease obligations and the net present value of these minimum lease payments at year end were as follows:

Year Ending June 30:	Governmental Activities
2018	$ 82,049
2019	82,048
2020	82,048
2021	82,048
2022	82048
Total minimum lease payments	410,241
Less: amount representing interest	30,951
Present value of minimum lease payments	$ 379,290
Due within one year	$ 76,125

NOTE 8- REVENUE BONDS PAYABLE

PRIMARY GOVERNMENT

Revenue bonds payable at June 30, 2017 consisted of the outstanding revenue bonds presented below. The bonds are generally callable with interest payable semiannually.

In November 2014 the City issued $28,795,000 in Excise Tax Revenue Refunding Obligations Series 2014A and $2,220,000 Series 2014B taxable Obligations collectively with an average true-interest rate of 4.02 percent to refund the 2005 San Luis Civic Improvement Corporation (SLCIC) in the amount of $40,000,000.

Purpose	Original Amount Issued	Interest Rate	Maturity	Outstanding Principal June 30, 2017
Governmental activities	$ 28,795,000	5.00%	7/1/17-38	$ 11,214,780
Business-type activities	28,795,000	5.00%	7/1/17-38	17,565,220
Total				$ 28,780,000

Future debt service requirements for SLCIC revenue bonds are as follows:

	Governmental Activities		Business-Type Activities	
	Principal	Interest	Principal	Interest
Year Ending June 30:				
2018	$ 305,893	$ 535,274	$ 479,107	$ 838,376
2019	317,583	525,610	497,417	823,240
2020	327,325	514,689	512,675	806,136
2021	339,015	500,398	530,985	783,752
2022	356,551	483,009	558,449	756,516
2023-27	2,059,420	2,129,181	3,225,580	3,334,844
2028-32	2,606,910	1,564,146	4,083,090	2,449,854
2033-37	3,327,805	825,522	5,212,195	1,292,978
2038-39	1,574,278	79,688	2,465,722	124,812
Total	$ 11,214,780	$ 7,157,517	$ 17,565,220	$ 11,210,508

In November 2013, the City issued Utility Revenue Bonds Series 2013 totaling $6,580,000 to finance the construction of new water and sewer lines. Payments will be effected when due from Pledged Revenues.

Purpose	Original Amount Issued	Interest Rate	Maturity	Outstanding Principal June 30, 2017
Business-type activities	$6,580,000	3.80%	7/1/17-33	$ 6,320,000
Total				$ 6,320,000

NOTE 8- REVENUE BONDS PAYABLE (CONTINUED)

PRIMARY GOVERNMENT (Continued)

Future debt service requirements for the Utility Revenue Bond payable are as follow:

	Business Type Activities		
	Principal	Interest	Total
Year Ending June 30:			
2018	$ 270,000	$ 235,030	$ 505,030
2019	280,000	224,580	504,580
2020	295,000	213,655	508,655
2021	305,000	202,255	507,255
2022	315,000	190,475	505,475
2023-27	1,760,000	760,380	2,520,380
2028-32	2,125,000	391,875	2,516,875
2033-34	970,000	37,240	1,007,240
Total	$ 6,320,000	$ 2,255,490	$ 8,575,490

DISCRETELY PRESENTED COMPONENT UNIT

In October 2005, the San Luis Facility Development Corporation (SLFDC) issued Senior Lien Project Revenue Bonds Series 2005 totaling $27,795,000 to finance the construction of a regional detention facility. The principal and interest on the bonds are not a general obligation of the Corporation and City, but the issuer entered into agreements to house prisoners and the revenues there from are to be pledged to secure payment of the bonds. Again, in February 2011, the SLFDC issued Senior Lien Project Revenue Bonds Series 2011 totaling $20,165,000 to finance the construction for an expansion of the existing regional detention facility. The bonds were issued with the same terms and conditions as the previous issues. Subsequently, during April 2014 and July 2014 the Corporation refunded both issues following an IRS audit in which the issues were found to be taxable as opposed to the non-taxable status at time of issuance. The refunding amounts were $26,090,000 and $20,835,000 respectively.

Purpose	Original Amount Issued	Interest Rate	Maturity	Outstanding Principal June 30, 2017
Discretely presented component unit	$ 26,090,000	6.00-7.25%	5/1/18-30	$ 23,795,000
Discretely presented component unit	20,835,000	6.00-7.25%	5/1/18-27	17,565,000
Total				$ 41,360,000

Future debt service requirements for the SLCFDC revenue bonds are as follows:

	Principal		Interest	
	2014 Series Principal	2014 Series A Principal	2014 Series Interest	2014 Series A Interest
2018	$ 835,000	$ 1,180,000	$ 1,640,270	$ 1,132,542
2019	880,000	1,240,000	1,597,686	1,072,952
2020	925,000	1,310,000	1,550,166	1,006,612
2021	980,000	1,380,000	1,497,440	933,252
2022	1,035,000	1,460,000	1,439,620	853,212
2023-27	6,320,000	10,995,000	6,053,000	2,665,326
2028-30	12,820,000		2,082,202	
Total	$ 23,795,000	$ 17,565,000	$ 15,860,384	$ 7,663,896

NOTE 9- NOTE OBLIGATIONS

Outstanding long-term debt and current portions are summarized as follows:

Governmental activities	**CURRENT PORTION**	**LONG TERM PORTION**	**TOTAL**
Notes payable to the Walmart Store for $376,000 dated October 4, 2006 for road extension. Note is due in quarterly installments of the first one percent of City Sales Tax collected on retail sales from the Walmart Store until fully paid.	$	$ 202,637	$ 202,637
Notes payable to the Greater Arizona Development Authority (GADA) organization for 3,025,000 dated February 1, 2009 for other municipal projects. Note requires monthly interest payments with an annual variable interest rate averaging six percent per year. Principal is paid once a year starting on July 2036 until the loan expires on July 2038.		3,025,000	3,025,000
Converted a line of credit received from 1st Bank Yuma on June 11, 2015 for equipment purchase to a note payable in the amount of $554,453 with an interest rate of 3.75 percent payable in five years.	69,558	90,727	160,285
Total Notes Payable	$ 69,558	$ 3,318,364	$3,387,921

Debt service requirements on all debt to maturity are shown below.

	Principal	Interest	Total
Year ending June 30:			
2018	$ 69,558	$171,268	$ 240,826
2019	72,319	168,577	240,896
2020	18,495	166,492	184,987
2021		166,375	166,375
2022		166,375	166,375
Thereafter	3,227,549	2,599,713	5,827,262
Total Payments	$ 3,387,921	$3,438,800	$ 6,826,723

NOTE 9- NOTE OBLIGATIONS (CONTINUED)

Business-type activities	CURRENT PORTION	LONG TERM PORTION	TOTAL
Notes payable to the Greater Arizona Development Authority (GADA) organization for $10,725,000 dated February 1, 2009 for refinancing of Call Center development debt and for other municipal projects. Note requires monthly interest payments with an annual variable interest rate averaging eight percent per year. Principal is paid once a year starting on July 2015 until the loan expires on July 2036.	$ 250,000	$ 9,820,000	$ 10,070,000
Converted a line of credit received from 1st Bank Yuma, on June 11, 2015 for equipment purchase to a note payable in the amount of $554,453 with an interest rate of 3.75 percent payable in five years.	44,322	57,849	102,171
Total Notes Payable	$ 294,322	$ 9,877,849	$ 10,172,171

Debt service requirements on all debt to maturity are shown below.

	Principal	Interest	Total
Year ending June 30:			
2018	$ 294,322	$ 780,042	$ 1,074,364
2019	311,038	760,693	1,071,731
2020	296,811	740,532	1,037,343
2021	305,000	719,060	1,024,060
2022	325,000	695,020	1,020,020
Thereafter	8,640,000	5,818,928	14,458,928
Total Payments	$ 10,172,171	$ 9,514,275	$ 19,686,446

NOTE 10- CHANGE IN LONG-TERM LIABILITIES

Compensated Absences

The City's policy relating to compensated absences is described in Note 1-L. As shown in the table below, the long-term portion of this debt, amounting to $546,622 for governmental activities and $77,826 for business-type activities at June 30, 2017 is expected to be paid in future years from future resources. Compensated absences for governmental activities have been liquidated primarily by the General Fund. Pension liabilities have typically been liquidated with General Fund and Proprietary Fund revenues.

NOTE 10- CHANGE IN LONG-TERM LIABILITIES (CONTINUED)

Compensated Absences (Continued)

Long-term liability activity for all categories for the year ended June 30, 2017 was as follows:

	Beginning Balance	Additions	Reductions	Ending Balance	Due Within One Year
Governmental activities:					
Compensated absences	$ 533,389	$ 395,183	$ 381,950	$ 546,622	$ 430,819
Revenue bonds payable	11,512,879		298,100	11,214,779	305,894
Revenue bonds premium	1,209,646		54,984	1,154,662	
GADA loans	3,025,000			3,025,000	
Note payable	450,224		87,302	362,922	69,558
Pension	10,688,361	3,225,912		13,914,273	
Governmental activities long-term liabilities	$ 27,419,499	$ 3,621,095	$ 822,336	$ 30,218,259	$ 806,271
Business-type activities:					
Compensated absences	$ 81,685	$ 77,668	$ 81,527	$ 77,826	$ 61,338
Revenue bonds payable	24,612,120		726,900	23,885,220	749,106
Revenue bonds premium	1,894,616		86,119	1,808,497	
GADA loans	10,300,000		230,000	10,070,000	250,000
Note payable	144,843		42,672	102,171	44,322
Capital leases		379,290		379,290	76,125
Pension	2,130,469	69,974		2,200,443	
Business-type activities long-term liabilities	$ 39,163,733	$ 526,932	$ 1,167,218	$ 38,523,447	$1,180,891
Discretely presented component units					
Revenue bonds payable	$ 43,285,000		$ 1,925,000	$ 41,360,000	$2,015,000
Revenue bonds discount	(961,676)		(74,884)	(886,792)	
Discretely presented component unit long-term liabilities	$ 42,323,324	$	$ 1,850,116	$ 40,473,208	$2,015,000

NOTE 11- COMMITMENTS AND CONTINGENCIES

Federal and State grants and loans – The City has received a number of grants from both Federal and State governments. Although the programs have been audited by the respective agencies, not all audits have been approved as of June 30, 2017; however, the City expects no material disallowance of expenditures.

Lawsuits – The City is a defendant in various lawsuits. Although the outcome of these lawsuits is not presently determinable, in the opinion of the City's legal counsel, the resolution of these matters will not have a material adverse effect on the financial condition of the City.

NOTE 12- STEWARDSHIP, COMPLIANCE, AND ACCOUNTABILITY

Individual Deficit /Net Position – At June 30, 2017, the following individual funds reported deficits in Net Position.

	Deficit
Enterprise Funds:	
Business Center	$ (6,182,571)
Sanitation	(480,692)
Discretely Presented Component Unit:	
Detention Facility	$ (12,632,258)

The net position deficit of the Business Center is expected to be subsidized through future rent revenues of unoccupied building space.

The net position deficit of the Sanitation Fund is expected to be subsidized through future rate increases.

The net position deficit of the Detention Facility is expected to improve after several lawsuits that were settled, one of which included payment to the IRS for the original bonds issues of 2005 and 2011 forcing the refinancing of said bonds. Seconded by the lawsuit involving disputes with the previous and current operators of the facility. As of October 20, 2016, the San Luis Facility Development Corporation (SLFCD) and the operator of the Detention Facility have entered into an interim forbearance agreement with the Trustee, which calls for a restructuring period followed by a change in the order of distributions of funds received to stabilize operations. As a result, Trustee's fees were to be paid first followed by bond interest payments then the operator and lastly the principal on the bonds.

NOTE 13- RISK MANAGEMENT

The City of San Luis, Arizona is exposed to various risks of loss related to torts; theft of, damage to, and destruction of assets; errors and omissions; natural disasters; and potential workers-related accidents. The City's insurance protection is provided by the Arizona Municipal Risk Retention Pool, of which the City is a participating member.

The Arizona Municipal Risk Retention Pool is structured such that member premiums are based on an actuarial review that will provide adequate reserves to allow the pool to meet its expected financial obligations. The pool has the authority to assess its members' additional premiums should reserves and annual premiums be insufficient to meet the pool's obligations. There were no settlements in excess of insurance coverage in any of the prior three fiscal years.

NOTE 13- RISK MANAGEMENT (CONTINUED)

The City established an Insurance Fund (an Internal Service Fund) during fiscal year 2012 to account for and finance its uninsured risks of loss related to health and dental claims. The program provides annual coverage per individual for up to a maximum of $50,000 for each claim. In addition, the City has an annual aggregate stop loss amount of $1.0 million. The City purchases commercial insurance for claims in excess of these specified amounts.

Liabilities of the fund are reported when it is probable that a loss has occurred and the amount of the loss can be reasonably estimated. Liabilities include an amount for claims that have been incurred but not reported (IBNRs). The result of the process to estimate the claims liability is not an exact amount as it depends on many complex factors, such as inflation, changes in legal doctrines, and damage awards. Accordingly, claims are reevaluated periodically to consider the effects of inflation, recent claim settlement trends (including frequency and amount of pay-outs), and other economic and social factors. The estimate of the claims liability also includes amounts for incremental claim adjustment expenses related to specific claims and other claim adjustment expenses regardless of whether allocated to specific claims. Estimated recoveries, for example from salvage or subrogation, are another component of the claims liability estimate. Changes in the balances of claims liabilities during the past two years are as follows:

	Year Ended June 30, 2017	Year Ended June 30, 2016
Unpaid claims, beginning of fiscal year	$ 195,294	$ 258,398
Incurred claims (including IBNRs)	1,672,652	1,892,100
Claim payments	(1,692,415)	(1,955,204)
Unpaid claims, end of fiscal year	$ 175,531	$ 195,294

NOTE 14- RETIREMENT PLANS

A. Pensions and Other Postemployment Benefits

The City has adopted GASB Statement No. 68, *Accounting and Financial Reporting for Pensions* as amended by GASB Statement No. 71, *Pension Transition for Contributions Made Subsequent to the Measurement Date,* which requires the following disclosures.

Plan Descriptions - The City contributes to four plans, all of which are described below. The plans are component units of the State of Arizona.

NOTE 14- RETIREMENT PLANS (CONTINUED)

At June 30, 2017, the City reported the following aggregate amounts related to pensions for all plans to which it contributes:

Statement of Net Position and Statement of Activities	Governmental Activities	Business-Type Activities
Net pension liabilities	$13,914,273	$2,200,443
Deferred outflows of resources	4,203,448	467,105
Deferred inflows of resources	1,660,906	223,117
Pension expense	2,720,347	134,885

Arizona State Retirement System

Plan Description – City employees not covered by the other pension plans described below or the Elected Official Retirement Plan participate in the Arizona State Retirement System (ASRS). The ASRS administers a cost-sharing multiple-employer defined benefit pension plan, a cost-sharing multiple-employer defined benefit health insurance premium benefit (OPEB) plan, and a cost-sharing multiple-employer defined benefit long-term disability (OPEB) plan. The Arizona State Retirement System Board governs the ASRS according to the provisions of A.R.S. Title 8, Chapter 5, Articles 2 and 2.1. The ASRS issues a publicly available financial report that includes its financial statements and required supplementary information. The report is available on its Web site at www.azasrs.gov.

Benefits Provided – The ASRS provides retirement, health insurance premium supplement, long-term disability, and survivor benefits. State statute establishes benefits terms. Retirement benefits are calculated on the basis of age, average monthly compensation, and service credit as follows:

ASRS

	ASRS Retirement Initial membership date:	
	Before July 1, 2011	On or after July 1, 2011
Years of service and age required to receive benefit	Sum of years and age equals 80 10 years age 62 5 years age 50* any years age 65	30 years age 55 25 years age 60 10 years age 62 5 years age 50* any years age 65
Final average salary is based on	Highest 36 months of last 120 months	Highest 60 months of last 120 months
Benefit percent per year of service	2.1% to 2.3%	2.1% to 2.3%

*With actuarially reduced benefits

NOTE 14- RETIREMENT PLANS (CONTINUED)

Retirement benefits for members who joined the ASRS prior to September 13, 2013, are subject to automatic cost-of-living adjustments based on excess investment earning. Members with a membership date on or after September 13, 2013, are not eligible for cost-of-living adjustments. Survivor benefits are payable upon a member's death. For retired members, the survivor benefit is determined by the retirement benefit option chosen. For all other members, the beneficiary is entitled to the member's account balance that includes the member's contributions and employer's contributions, plus interest earned.

Contributions - In accordance with state statutes, annual actuarial valuations determine active member and employer contribution requirements. The combined active member and employer contribution rates are expected to finance the costs of benefits employees earn during the year, with an additional amount to finance any unfunded accrued liability. For the current fiscal year, active ASRS members were required by statute to contribute at the actuarially determined rate of 11.48 percent (11.34 percent for retirement and 0.14 percent for long-term disability) of the members' annual covered payroll, and the City was required by statute to contribute at the actuarially determined rate of 11.48 percent (10.78 percent for retirement, 0.56 percent for health insurance premium benefit, and 0.14 percent for long-term disability) of the active members' annual covered payroll. The City's contributions to the pension plan for the year ended June 30, 2017 were $663,522.

In addition, the City was required by statute to contribute at the actuarially determined rate of 9.47 percent (9.17 for retirement, 0.21 percent for health insurance premium benefit, and 0.09 percent for long-term disability) of annual covered payroll of retired members who worked in positions that would typically be filled by an employee who contributes to ASRS.

The City's contributions to the pension plan for the year ended June 30, 2017 were $663,522. The City's contributions for the current and two preceding years for OPEB, all of which were equal to the required contributions, were as follows:

Year ended June 30:	Health Benefit Supplement Fund	Long-Term Disability Fund
2017	$ 34,468	$ 8,617
2016	29,994	7,199
2015	33,719	7,097

During fiscal year 2017, the City paid for ASRS pension and OPEB contributions as follows: 66 percent from the General Fund, 12 percent from Special Revenue funds, and 22 percent from Enterprise funds.

Pension Liability – At June 30, 2017, the City reported a liability of $10,475,512 for its proportionate share of the ASRS' net pension liability. The net pension liability was measured as of June 30, 2016. The total pension liability used to calculate the net pension liability was determined using update procedures to roll forward the total pension liability from an actuarial valuation as of June 30, 2015, to the measurement date of June 30, 2016.

NOTE 14- RETIREMENT PLANS (CONTINUED)

The City's reported liability at June 30, 2017, increased by $542,661 from the City's prior year liability of $9,932,881 because of changes in the ASRS' net pension liability and the City's proportionate share of that liability. The ASRS' publicly available financial report provides details on the change in the net pension liability.

The City's proportion of the net pension liability was based on total ASRS employer's pension liability. The City's proportion measured as of June 30, 2016, was 0.06490 percent, which was an increase of 0.00113 from its proportion measured as of June 30, 2015.

Pension Expense and Deferred Outflows/Inflows of Resources – For the year ended June 30, 2017, the City recognized pension expense for ASRS of $793,443. At June 30, 2017, the City reported deferred outflows of resources and deferred inflows of resources related to pension from the following sources:

ASRS	**Deferred Outflows of Resources**	**Deferred Inflows of Resources**
Difference between expected and actual experience	$ 63,659	$ 720,639
Changes of assumptions or other inputs		
Net difference between projected and actual earnings on pension plan investments	1,135,197	554,238
Changes in proportion and differences between City contributions and proportionate share of contributions	253,476	
City contribution subsequent to the measurement date	663,522	
Total	$ 2,115,854	$ 1,274,877

The $663,522 reported as deferred outflows of resources related to ASRS pensions resulting from city contributions subsequent to the measurement date will be recognized as a reduction of the net pension liability in the year ended June 30, 2018. Other amounts reported as deferred outflows of resources and deferred inflows of resources related to ASRS pension will be recognized in pension expense as follows:

Year ended June 30:	**Amount**
2018	$ (322,518)
2019	(292,519)
2020	474,186
2021	318,306

Actuarial Assumptions – The significant actuarial assumptions used to measure the total pension liability are as follows:

Actuarial valuation date	June 30, 2015
Actuarial roll forward date	June 30, 2016
Actuarial cost method	Entry age normal
Investment rate of return	8.0%
Projected salary increases	3.0-6.75%
Inflation	3.0%
Permanent base increases	Included
Mortality rates	1994 GAM Scale BB

NOTE 14- RETIREMENT PLANS (CONTINUED)

Actuarial assumptions used in the June 30, 2015, valuation were based on the results of an actuarial experience study for the 5-year period ended June 30, 2012. The purpose of the experience study was to review actual experience in relation to the actuarial assumptions in effect. The Board adopted the experience study recommended changes which were applied to June 30, 2013, actuarial valuation. The study did not include an analysis of the assumed investment rate of return.

The long-term expected rate of return on ASRS pension plan investments was determined to be 8.75 percent using a building-block method in which best-estimate ranges of expected future real rates of return (expected returns, net of pension plan investment expense and inflation) are developed for each major asset class. These ranges are combined to produce the long-term expected rate of return by weighting the expected future real rates of return by the target asset allocation percentage and by adding expected inflation.

The target allocation and best estimates of arithmetic real rates of return for each major asset class are summarized in the following table:

Asset Class	Target Allocation	Long-Term Expected Real Rate of Return
Equity	58%	6.73%
Fixed income	25	3.70
Real estate	10	4.25
Multi-asset	5	3.41
Commodities	2	3.84
Total	100%	

Discount Rate. The discount rate used to measure the ASRS total pension liability was 8.0 percent, which is less than the long-term expected rate of return of 8.75 percent. The projection of cash flows used to determine the discount rate assumed that contributions from participating employers will be made based on the actuarially determined rates based on the ASRS Board's funding policy, which establishes the contractually required rate under Arizona statute. Based on those assumptions, the pension plan's fiduciary net position was projected to be available to make all projected future benefit payments of current plan members. Therefore, the long-term expected rate of return on pension plan investments was applied to all periods of projected benefit payments to determine the total pension liability.

NOTE 14- RETIREMENT PLANS (CONTINUED)

Sensitivity of the Proportionate Share of the Net Pension Liability to Changes in the Discount Rate. The following presents the District's proportionate share of the net pension liability calculated using the discount rate of 8.0 percent, as well as what the proportionate share of the net pension liability would be if it were calculated using a discount rate that is 1-percentage-point lower or 1-percentage-point higher than the current rate:

	1% Decrease (7.0%)	Current Discount Rate (8.0%)	1% Increase (9.0%)
Proportionate share of the net pension liability	$13,357,073	$10,475,512	$8,165,130

Pension Plan Fiduciary Net Position – Detailed information about the pension plan's fiduciary net position is available in a separately issued ASRS financial report. The report is available on the ASRS website at www.azasrs.gov.

Public Safety Personnel Retirement System

Plan Description – City public safety personnel who are regularly assigned hazardous duty participate in the Public Safety Personnel Retirement System (PSPRS). The PSPRS administers an agent multiple-employer defined benefit pension plan and an agent multiple-employer defined benefit health insurance premium benefit (OPEB) plan (agent plans). A nine-member board known as the Board of Trustees and the participating local boards govern the PSPRS according to the provisions of A.R.S. Title 38, Chapter 5, Article 4.

The PSPRS issue publicly available financial reports that include their financial statements and required supplemental information. The reports are available on the PSPRS Web site at www.psprs.com.

NOTE 14- RETIREMENT PLANS (CONTINUED)

Benefits Provided – The PSPRS provides retirement, health insurance premium supplement, disability, and survivor benefits. State statute establishes benefits terms. Retirement, disability, and survivor benefits are calculated on the basis of age, average monthly compensation, and service credit as follows. See the publicly available PSPRS financial report for additional benefits information.

	Initial Membership Date:	
PSPRS	**Before January 1, 2012**	**On or After January 1, 2012**
Retirement and Disability:		
Years of services and age required to receive benefit	20 years any age 15 years age 62	25 years and age 52.5
Final average salary is based on	Highest 36 months of last 20 years	Highest 60 months of last 20 years
Normal Retirement	50% less 2.0% for each year of credited service less than 20 years OR plus 2.0% to 2.5% for each year of credited service over 20 years not to exceed 80%	2.5% per year of credited service, not to exceed 80%
Accidental Disability Retirement	50% or normal retirement, whichever is greater	
Catastrophic Disability Retirement	90% for the first 60 months then reduced to either 62.5% or normal retirement whichever is greater	
Ordinary Disability Retirement	Normal retirement calculated with actual years of credited service or 20 years of credited service, whichever is greater multiplied by years of credited service (not to exceed 20 years) divided by 20	
Survivor Benefit:		
Retired Members	80% of retired member's pension benefit	
Active Members	80% of accidental disability retirement or 100% of average monthly compensation if death was the result of injuries received on the job	

NOTE 14- RETIREMENT PLANS (CONTINUED)

Retirement and survivor benefits are subject to automatic cost-of-living adjustments based on excess investment earning. In addition, from and after December 31, 2015, the Legislature may enact permanent one-time benefit increases after a Joint Legislative Budget Committee analysis of the increases effects on the plan. PSPRS also provides temporary disability benefits of 50 percent of the member's compensation for up to 12 months.

Employees Covered by Benefit Terms – At June 30, 2017, the following employees were covered by the agent pension plans' benefit terms:

	PSPRS	
	Police	**Fire**
Inactive employees or beneficiaries currently receiving benefits	6	3
Inactive employees entitled to but not yet receiving benefits	5	4
Active employees	33	31
Total	44	38

Contributions and Annual OPEB Cost – State statutes establish the pension contribution requirements for active PSPRS employees. In accordance with state statutes, annual actuarial valuations determine employer contribution requirements for PSPRS pension and health insurance premium benefits. The combined active member and employer contribution rates are expected to finance the costs of benefits employees earn during the year, with an additional amount to finance any unfunded accrued liability. Contributions rates for the year ended June 30, 2017, are indicated below. Rates are a percentage of active members' annual covered payroll.

	PSPRS	
	Police	**Fire**
Active members--Pension	11.65%	11.65%
City		
Pension	19.66%	12.77%
Health insurance premium benefit	0.30%	0.43%

NOTE 14- RETIREMENT PLANS (CONTINUED)

For the agent plans, the City's contributions to the pension plan and annual OPEB cost and contributions for the health insurance premium benefit for the year ended June 30, 2017, were:

FY2017	PSPRS	
	Police	Fire
Pension		
Contributions made	$396,499	$226,813
Health Insurance Premium benefit		
Annual OPEB cost	3,711	6,401
Contributions made	3,711	6,401

During fiscal year 2017, the City paid for PSPRS pension and OPEB contributions as follows: 98.67 percent from the General Fund, 1.33 percent from other funds.

Pension Liability – At June 30, 2017, the City reported the following net pension liabilities

	Net Pension Liability
PSPRS Police	$ 3,271,776
PSPRS Fire	1,359,138

The net pension liabilities were measured as of June 30, 2016, and the total pension liability used to calculate the net pension liability was determined by an actuarial valuation as of that date. The total pension liabilities as of June 30, 2016, reflect the following changes of benefit terms and actuarial assumptions.

- In February 2014, the Arizona Supreme Court affirmed a Superior Court ruling that a 2011 law that changed the mechanism for funding permanent benefit increases was unconstitutional. As a result, CORP plans changed benefit terms to reflect the prior mechanism for funding permanent benefit increases and revised actuarial assumptions to explicitly value future permanent benefit increases.
- The wage growth actuarial assumption was 4.0 percent.
- In May 2016, voters approved Proposition 124 that authorized certain statutory adjustments to PSPRS' automatic cost-of-living adjustments. The statutory adjustments change the basis for future cost-of-living adjustments from excess investment earnings to the change in the consumer price index, limited to a maximum annual increase of two percent. The change in the City of San Luis, Arizona's net pension liability as a result of the statutory adjustments is not known.
- Laws 2016, Chapter 2, changed the benefit formula and contribution requirements for members hired on or after July 1, 2017.
- The investment rate of return actuarial assumption was decreased from 7.85 percent to 7.50 percent.

NOTE 14- RETIREMENT PLANS (CONTINUED)

Pension Actuarial Assumptions – The significant actuarial assumptions used to measure the total pension liability are as follows:

PSPRS - Pension	
Actuarial valuation date	June 30, 2016
Actuarial cost method	Entry age normal
Investment rate of return	7.5%
Projected salary increases including inflation	4.0%- 8.0%
Inflation	4.0%
Permanent benefit increase	Included
Mortality rates	RP-2000 mortality table projected to 2015 using projection scale AA (adjusted by 105% for both males and females).

Actuarial assumptions used in the June 30, 2016, valuation were based on the results of an actuarial experience study for the 5-year period ended June 30, 2011.

The long-term expected rate of return on PSPRS pension plan investments was determined to be 7.50 percent using a building-block method in which best-estimate ranges of expected future real rates of return (expected returns, net of pension plan investment expenses and inflation) are developed for each major asset class. The target allocation and best estimates of arithmetic real rates of return for each major asset class are summarized in the following table:

Asset Class	Target Allocation	Long-Term Expected Real Rate of Return
Short-term investments	2%	0.75%
Absolute return	5	4.11
Risk parity	4	5.13
Fixed income	7	2.92
Real assets	8	4.77
GTAA	10	4.38
Private equity	11	9.50
Real estate	10	4.48
Credit opportunities	13	7.08
Non-U.S. equity	14	8.25
U.S. equity	16	6.23
Total	100%	

Pension Discount Rates – The following discount rates were used to measure the total pension liabilities:

	PSPRS	
	Police	Fire
Discount rates	7.50%	7.50%

The projection of cash flows used to determine the PSPRS discount rates assumed that plan member contributions will be made at the current contribution rate and that employer contributions will be made at rates equal to the difference between the actuarially determined contribution rate and the member rate. Based on those assumptions, the pension plans' fiduciary net position was projected to be available to make all projected future benefit payments of current plan members. Therefore, the long-term expected rate of return on pension plan investments was applied to all periods of projected benefit payments to determine the total pension liability.

NOTE 14- RETIREMENT PLANS (CONTINUED)

Changes in the Net Pension Liability

PSPRS - Police Department	Increase (Decrease)		
	Total Pension Liability (a)	Plan Fiduciary Net Position (b)	Net Pension Liability (a) - (b)
Balances at June 30, 2016	$ 7,151,675	$ 5,123,394	$ 2,028,281
Changes for the year:			
Service cost	350,332		350,332
Interest on the total pension liability	562,087		562,087
Changes of benefit terms	512,893		512,893
Differences between expected and actual experience	(58,955)		(58,955)
Changes of assumptions or other inputs	362,672		362,672
Contributions-employer		351,711	(351,711)
Contributions-employee		207,745	(207,745)
Net investment income		30,048	(30,048)
Benefit payments, including refunds of employee contributions	(333,006)	(333,006)	
Administrative expense		(4,724)	4,724
Other changes		(99,246)	99,246
Net changes	1,396,023	152,528	1,243,495
Balances at June 30, 2017	$ 8,547,698	$ 5,275,922	$ 3,271,776

PSPRS - Fire Department	Increase (Decrease)		
	Total Pension Liability (a)	Plan Fiduciary Net Position (b)	Net Pension Liability (a) - (b)
Balances at June 30, 2016	$ 4,405,716	$ 4,093,784	$ 311,932
Changes for the year:			
Service cost	335,758		335,758
Interest on the total pension liability	347,995		347,995
Changes of benefit terms	588,157		588,157
Differences between expected and actual experience	(33,940)		(33,940)
Changes of assumptions or other inputs	264,127		264,127
Contributions-employer		253,312	(253,312)
Contributions-employee		207,731	(207,731)
Net investment income		23,851	(23,851)
Benefit payments, including refunds of employee contributions	(281,063)	(281,063)	
Administrative expense		(3,832)	3,832
Other changes		(26,171)	26,171
Net changes	1,221,034	173,828	1,047,206
Balances at June 30, 2017	$ 5,626,750	$ 4,267,612	$ 1,359,138

NOTE 14- RETIREMENT PLANS (CONTINUED)

Sensitivity of the City's Net Pension Liability to Changes in the Discount Rate-The following table presents the City's net pension liabilities calculated using the discount rates noted above, as well as what the City's net pension liability would be if it were calculated using a discount rate that is 1 percentage point lower or 1 percentage point higher than the current rate.

	1% Decrease	Current Discount Rate	1% Increase
PSPRS Police			
Rate	6.50%	7.50%	8.50%
Net pension liability	$ 4,637,888	$ 3,271,776	$ 2,175,797
PSPRS Fire			
Rate	6.50%	7.50%	8.50%
Net pension liability	$ 2,403,552	$ 1,359,138	$ 524,368

Pension Plan Fiduciary Net Position - Detailed information about the pension plans' fiduciary net position is available in the separately issued PSPRS financial report. The reports are available on the PSPRS website at: www.psprs.com.

Pension Expense-For the year ended June 30, 2017, the City recognized the following pension expense:

	Pension Expense
PSPRS Police	$ 1,045,654
PSPRS Fire	791,421

Pension Deferred Outflows/Inflows of Resources-At June 30, 2017, the City reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

PSPRS Police	Deferred Outflows of Resources	Deferred Inflows of Resources
Differences between expected and actual experience	$	$ 371,829
Changes of assumptions or other inputs	690,528	
Net difference between projected and actual earnings on pension plan investments	330,457	
City contributions subsequent to the measurement date	400,210	
Total	$ 1,421,195	$ 371,829

NOTE 14- RETIREMENT PLANS (CONTINUED)

PSPRS Fire	Deferred Outflows of Resources	Deferred Inflows of Resources
Differences between expected and actual experience	$ 41,914	$ 164,810
Changes of assumptions or other inputs	296,617	
Net difference between projected and actual earnings on pension plan investments	269,907	
City contributions subsequent to the measurement date	233,214	
Total	$ 841,652	$ 164,810

The amounts reported as deferred outflows of resources related to pensions resulting from city contributions subsequent to the measurement date will be recognized as a reduction of the net pension liability in the year ended June 30, 2017. Other amounts reported as deferred outflows of resources and deferred inflows of resources related to pensions will be recognized in pension expense as follows:

Deferred outflow / inflow amortization

Year ending June 30	PSPRS Police	PSPRS Fire
2018	$ 130,022	$ 74,228
2019	130,020	74,228
2020	177,877	108,530
2021	136,344	76,597
2022	50,232	15,919
Thereafter	24,651	94,126
Total	$ 649,146	$ 443,628

Agent Plan OPEB Trend Information-The table below presents the annual OPEB cost information for the health insurance premium benefit for the current and preceding years:

Year Ended June 30	Annual OPEB Cost	Percentage of Annual Cost Contributed	Net OPEB Obligation
PSPRS Police			
2017	$ 3,711	100%	
2016	5,358	100	
2015	20,633	100	
PSPRS Fire			
2017	$ 6,401	100%	
2016	7,073	100	
2015	15,806	100	

NOTE 14- RETIREMENT PLANS (CONTINUED)

OPEB Agent Plan Actuarial Assumptions - Actuarial valuations involve estimates of the reported amounts value and assumptions about the probability of events in the future. Amounts determined regarding the funded status of the plans and the annual required contributions are subject to continual revision as actual results are compared to past expectations and new estimates are made. The required schedule of funding progress for the health insurance premium benefit presented as required supplementary information provides multiyear trend information that shows whether the actuarial value of the plans' assets are increasing or decreasing over time relative to the actuarial accrued liability for benefits.

Projections of benefits are based on (1) the plans as understood by the City and plans' members and include the types of benefits in force at the valuation date, and (2) the pattern of sharing benefit costs between the City and plans' members to that point. Actuarial calculations reflect a long-term perspective and employ methods and assumptions that are designed to reduce short-term volatility in actuarial accrued liabilities and the actuarial value of assets. The significant actuarial methods and assumptions used are the same for all PSPRS plans and related benefits (unless noted), and the actuarial methods and assumptions used to establish the fiscal year 2017 contribution requirements are as follows:

PSPRS - OPEB Contribution Requirements

Actuarial valuation date	June 30, 2015
Actuarial cost method	Entry age normal
Amortization method	Level of percent closed
Remaining amortization period	21 years for unfunded actuarial accrued liability, 20 years for overfunded
Asset valuation method	7-year smoothed market value; 80% / 120% Market
Actuarial assumptions:	
Investment rate of return	7.85%
Projected salary increases	4%-8%
Includes inflation	4%

The funded status of the PSPRS health insurance premium benefit plans in the June 30, 2016, actuarial valuation was determined using the following actuarial methods and assumptions, applied to all periods included in the measurement.

PSPRS - OPEB Funded Status

Actuarial valuation date	June 30, 2016
Actuarial cost method	Entry age normal
Amortization method	Level of percent closed for unfunded actuarial accrued liability, open for excess
Remaining amortization period	20 years for unfunded actuarial accrued liability, 20 years for excess
Asset valuation method	7-year smoothed market value; 80%/20% corridor
Actuarial assumptions:	
Investment rate of return	7.5%
Projected salary increases	4.0%-8.0%
Wage growth	4%

NOTE 14- RETIREMENT PLANS (CONTINUED)

Agent Plan OPEB Funded Status - The following table presents the funded status of the health insurance premium benefit plans as of the most recent valuation date, June 30, 2016.

	PSPRS Police	PSPRS Fire
Actuarial value of Assets (a)	$ 5,275,922	$ 4,267,612
Actuarial accrued liability (b)	8,547,698	5,626,750
Unfunded actuarial accrued liability (funding excess) (b) - (a)	3,271,776	1,359,138
Funded ratio (a)/(b)	62%	76%
Annual covered payroll(c)	1,794,507	1,539,290
Unfunded actuarial accrued liability (funding excess) as a percentage of covered payroll (b) - (a) / (c)	182.32%	131.77%

Elected Officials Retirement Plan

Plan Description - Elected officials and judges participate in the Elected Officials Retirement Plan (EORP), ASRS, or the Elected Officials Defined Contribution Retirement System (EODCRS). EORP administers a cost-sharing multiple-employer defined benefit pension plan and a cost-sharing multiple- employer defined benefit health insurance premium benefit (OPEB) plan for elected officials and judges who were members of the plan on December 31, 2013. This plan was closed to new members as of January 1, 2014. The PSPRS Board of Trustees governs the EORP according to the provisions of A.R.S. Title 38, Chapter 5, Article 3. The PSPRS issues a publicly available financial report that includes financial statements and required supplementary information for the EORP plans. The report is available on PSPRS's website at www.psprs.com.

NOTE 14- RETIREMENT PLANS (CONTINUED)

Benefits Provided - The EORP provides retirement, health insurance premium supplement, disability, and survivor benefits. State statute establishes benefit terms. Retirement, disability, and survivor benefits are calculated on the basis of age, average yearly compensation, and service credit as follows:

EORP	**Initial membership date:**	
Retirement and disability	**Before January 1, 2012**	**On or after January 1, 2012**
Years of service and age required to receive benefit	20 years, any age 10 years, age 62 5 years, age 65 5 years, any age* any years and age if disabled	10 years, age 62 5 years, age 65 Any years and age if disabled
Final average salary is based on	Highest 36 consecutive months of last 10 years	Highest 60 consecutive months of last 10 years
Benefit percent		
Normal retirement	4% per year of service, not to exceed 80%	3% per year of service, not to exceed 75%
Disability retirement	80% with 10 or more years of service 40% with 5 to 10 years of service 20% with less than 5 years of service	75% with 10 or more years of service 37.5% with 5 to 10 years of service 18.75% with less than 5 years of service
Survivor benefit		
Retired members	75% of retired member's benefit	50% of retired member's benefit
Active members and other inactive members	75% of disability retirement benefit	50% of disability retirement benefit

* With reduced benefits of 0.25% for each month early retirement precedes the member's normal retirement age, with a maximum reduction of 30%.

Retirement and survivor benefits are subject to automatic cost-of-living adjustments based on excess investment earning. In addition, the Legislature may enact permanent one-time benefit increases after a Joint Legislative Budget Committee analysis of the increase's effects on the plan.

NOTE 14- RETIREMENT PLANS (CONTINUED)

Contributions - State statutes establish active member and employer contribution requirements. Statute also appropriates $5 million annually through fiscal year 2043 for the EORP from the State of Arizona to supplement the normal cost plus an amount to amortize the unfunded accrued liability and designates a portion of certain court fees for the EORP. For the year ended June 30, 2017, statute required active EORP members with an initial membership date on or before July 19, 2011, to contribute 13 percent of the members' annual covered payroll for July 2016 through April 2017 and seven percent of the members' annual covered payroll for April 2017 through June 2017. Statute required active EORP members with an initial membership date after July 19, 2011, to contribute 13 percent of the members' annual covered payroll and the City to contribute 23.5 percent of all active EORP members' annual covered payroll. Also, statute required the City to contribute 12.16 percent to EORP of the annual covered payroll of elected officials and judges who were ASRS members and 17.50 percent to EORP of the annual covered payroll of elected officials and judges who were EODCRS members, in addition to the City's required contributions to ASRS and EODCRS for these elected officials and judges. In addition, statute required the City to contribute 23.5 percent of annual covered payroll of retired members who worked for the City in positions that an employee who contributes to the EORP would typically fill. The City's contributions to the pension plan for the year ended June 30, 2017, were $16,112. No OPEB contributions were required or made for the years ended June 30, 2015, 2016, and 2017.

During fiscal year 2017, the City paid for EORP pension contributions from the General Fund.

Pension Liability - At June 30, 2017, the City reported a liability for its proportionate share of the EORP's net pension liability that reflected a reduction for the City's proportionate share of the State's appropriation for EORP. The amount the City recognized as its proportionate share of the net pension liability, the related state support, and the total portion of the net pension liability that was associated with the City were as follows:

City's proportionate share of the EORP net pension liability	$ 1,008,290
State's proportionate share of the EORP net pension liability associated with the City	208,186
Total	$ 1,216,476

The net pension liability was measured as of June 30, 2016, and the total pension liability used to calculate the net pension liability was determined by an actuarial valuation as of that date. The total pension liability as of June 30, 2016, reflects a decrease in the investment rate of return actuarial assumption from 7.85 percent to 7.50 percent.

The City's proportion of the net pension liability was based on the City's actual contributions to the plan relative to the total of all participating employers' actual contributions for the year ended June 30, 2016. The City's proportion measured as of June 30, 2016, was 0.10625 percent, which was an increase of 0.03641 percent from its proportion measured as of June 30, 2015.

NOTE 14- RETIREMENT PLANS (CONTINUED)

The collective net pension liability measured as of June 30, 2017, will reflect changes of actuarial assumptions based on the results of an actuarial experience study for the 5-year period ended June 30, 2016. The change in the City's proportionate share of the collective net pension liability as a result of these changes is not known.

Pension expense and deferred outflows/inflows of resources - For the year ended June 30, 2017, the City recognized pension expense for EORP of $224,714 and revenue of $55,555 for the City's proportionate share of the State's appropriation to EORP and the designated court fees. At June 30, 2017, the City reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

EORP	Deferred Outflows of Resources	Deferred Inflows of Resources
Differences between expected and actual experience	$	$ 18,961
Changes of assumptions or other inputs	113,206	
Net difference between projected and actual earnings on pension plan investments	23,357	
Changes in proportion and differences between contributions and proportionate share of contributions	139,177	53,546
City contributions subsequent to the measurement date	16,112	
Total	$ 291,852	$ 72,507

The $16,112 reported as deferred outflows of resources related to EORP pensions resulting from City contributions subsequent to the measurement date will be recognized as a reduction of the net pension liability in the year ending June 30, 2018. Other amounts reported as deferred outflows of resources and deferred inflows of resources related to EORP pensions will be recognized in pension expense as follows:

Year ending June 30	
2018	$ 126,853
2019	63,213
2020	8,487
2021	4,679

Actuarial Assumptions - The significant actuarial assumptions used to measure the total pension liability are as follows:

EORP	
Actuarial valuation date	June 30, 2016
Actuarial cost method	Entry age normal
Investment rate of return	7.50%
Projected salary increases	4.25%
Inflation	4.0%
Permanent benefit increase	Included
Mortality rates	RP-2000 mortality table projected to 2025 with projection scale AA

NOTE 14- RETIREMENT PLANS (CONTINUED)

Actuarial assumptions used in the June 30, 2016, valuation were based on the results of an actuarial experience study for the 5-year period ended June 30, 2011.

The long-term expected rate of return on EORP pension plan investments was determined to be 7.50 percent using a building-block method in which best-estimate ranges of expected future real rates of return (expected returns, net of pension plan investment expenses and inflation) are developed for each major asset class. The target allocation and best estimates of arithmetic real rates of return for each major asset class are summarized in the following table:

EORP

Asset class	Target allocation	Long-term expected arithmetic real rate of return
Short term investments	2%	0.75%
Absolute return	5	4.11
Risk parity	4	5.13
Fixed income	7	2.92
Real assets	8	4.77
GTAA	10	4.38
Private equity	11	9.50
Real estate	10	4.48
Credit opportunities	13	7.08
Non-U.S. equity	14	8.25
U.S. equity	16	6.23
Total	100%	

Discount Rate - At June 30, 2016, the discount rate used to measure the EORP total pension liability was 3.68 percent, which was a decrease of 1.18 from the discount rate used as of June 30, 2015. The projection of cash flows used to determine the discount rate assumed that plan member contributions will be made at the current contribution rate, employer contributions will be made at the statutorily set rates, and state contributions will be made as currently required by statute. Based on those assumptions, the pension plan's fiduciary net position was projected to be insufficient to make all projected future benefit payments of current plan members. Therefore, to determine the total pension liability for the plan, the long-term expected rate of return on pension plan investments of 7.50 percent was applied to periods of projected benefit payments through the year ended June 30, 2027. A municipal bond rate of 2.85 percent obtained from the 20-year Bond Buyer Index, as published by the Federal Reserve as of June 30, 2016, was applied to periods of projected benefit payments after June 30, 2027.

NOTE 14- RETIREMENT PLANS (CONTINUED)

Sensitivity of the City's proportionate share of the EORP net pension liability to changes in the discount rate—The following table presents the City's proportionate share of the net pension liability calculated using the discount rate of 3.68 percent, as well as what the City's proportionate share of the net pension liability would be if it were calculated using a discount rate that is one percentage point lower (2.68 percent) or one percentage point higher (4.68 percent) than the current rate:

	1% Decrease (2.68%)	Current Discount Rate (3.68%)	1% Increase (4.68%)
City's proportionate share of the net pension liability	$ 1,173,699	$ 1,008,290	$ 870,215

Pension plan fiduciary net position - Detailed information about the pension plan's fiduciary net position is available in the separately issued EORP financial report.

EODCRS Plan - Elected officials and judges who are not members of EORP or ASRS participate in the EODCRS and the Elected Officials Defined Contribution Retirement System Disability Program (EODCDP). The EODCRS is a defined contribution pension plan. The EODCDP is a cost-sharing multiple-employer defined benefit disability (OPEB) plan for EODCRS members. The PSPRS Board of Trustees governs the EODCRS and EODCDP according to the provisions of A.R.S. Title 38, Chapter 5, Articles 3.1 and 3.2. Benefit terms, including contribution requirements, are established by state statute.

For the year ended June 30, 2017, active EODCRS members were required by statute to contribute eight percent of the members' annual covered payroll, and the City was required by statute to contribute six percent of active members' annual covered payroll to an individual employee account. Employees are immediately vested in their own contributions and the City's contributions to the individual employee account and the earnings on those contributions. In addition, statute required active EODCRS members and the City to each contribute at the actuarially determined rate of 0.125 percent of the members' annual covered payroll to the EODCDP plan. For the year ended June 30, 2017, the City recognized pension expense of $276,034.

NOTE 15- RESTATEMENT OF NET POSITION

The July 1, 2016 government-wide net position and fund balance of the Internal Service Fund do not agree to the prior year financial statements due to a correction of an error and due to the beginning net position adjustment to record the beginning liability related to the EORP liability. There was an incorrect accounts payable balance reported in the prior year in the amount of $989,469.

For the fiscal year ended June 30, 2017, prior year balances have been restated as follows:

	Governmental Activities	Proprietary Funds
	Statement of Activities	Internal Service Fund
Net position/fund balance, June 30, 2016, as previously reported	$ 47,071,865	$ 373,508
Correction of an error	989,469	989,469
EORP liability in accordance with GASB 68	(575,421)	
Net position/fund balance, July 1, 2016, as restated	$ 47,485,913	$ 1,362,977

NOTE 16- PLEDGED REVENUES

Due to an increase in services caused by a growing population, the City needed to expand its facilities to better serve its citizens. Since the funding for such expansion was not readily available, the City decided to issue the 2005 series Civic Improvement Corporation bonds in the amount of $40.0 million. The bonds were issued for a term of 33 years. The proceeds were used to finance its public buildings such as: City Hall, Police and Fire stations as well as infrastructure for Water and Sewer storage capacities. These bonds were funded with pledged revenues payable solely from Excise taxes and the revenues directly or indirectly derived from the operation and use of the water system. Those bonds were refunded during fiscal year 2015 to take advantage of substantial savings during the same remaining period (see note 8 for further review). One of the requirements of the original bonds, which was also a condition of the refunding bonds, called for the City to pledge certain revenues until the debt is fully paid. Therefore, the City pledged all excise taxes, franchise, privilege and business taxes, State-shared sales and income taxes, fees or licenses and permits for a total amount of $15.6 million in governmental activities and $7.5 million in business-type activities for the current year. More in depth disclosures can be referenced from the statistical section, Table XII and XIII.

NOTE 17- TAX ABATEMENTS

In June 2017, the City entered into a tax abatement agreement with San Luis Commercial Holdings, LLC for multi-use sites, which creates significant benefits to the City by providing for the acquisition of infrastructure as part of the development, increasing tax and other revenue to the City as a result of the improvements constructed on the property, and additional employment through development of the property. The agreement is effective until the sum of all abated taxes is equal to $1,823,000. The City anticipates that it will take approximately 15 years from the start of construction to reach the cap. The agreement was entered into under a Resolution adopted by the Mayor and City Council in June 2017. The Resolution allows for 50% of all transaction privilege taxes of the City as generated from businesses established on the Project Site to be rebated to the Developer or its nominee or assignee until the sum of $1,823,000 is paid. The ordinance established the following condition that must be met by the developer to qualify for the tax abatement; this retail tax incentive agreement will be conditioned upon the development of and the opening of the businesses (hotels and restaurants) by January 1, 2020.

During the fiscal year no transaction privilege taxes were abated under the San Luis Commercial Holdings, LLC agreement. The City anticipates construction will begin in in the 4th quarter of calendar year 2018.

NOTE 18- SUBSEQUENT EVENTS

The City had an IRS audit to review compliance for payroll taxes and disbursements to vendors. As of the report date no results had been issued from the review. The City anticipates no adverse findings. The Audit is still ongoing.

As of November 2017, the City had an Arizona State Retirement (ASRS) audit to review compliance for Retirement contribution. The City anticipates several findings and a credit in favor for $26,721 dollar amount.

REQUIRED SUPPLEMENTARY INFORMATION

City of San Luis, Arizona
Required Supplementary Information
Schedule of the City's Proportionate Share of the Net Pension Liability
Cost-Sharing Pension Plans
June 30, 2017

Arizona State Retirement System	Reporting Fiscal Year (Measurement Date)			
	2016-2017 (June 30, 2016)	2015-2016 (June 30, 2015)	2014-2015 (June 30, 2014)	2014 through 2007
City's proportion of the net pension liability	0.06490%	0.06377%	0.06249%	Information is not available
City's proportionate share of the net pension liability	$10,475,512	$9,932,851	$9,246,398	
City's covered payroll	9,781,656	10,080,810	9,456,971	
City's proportionate share of the net pension liability as a percentage of its covered payroll	107.09%	98.53%	97.77%	
Plan fiduciary net position as a percentage of the total pension liability	67.06%	68.35%	69.49%	

Note: The pension schedules in the required supplementary information are intended to show information for ten years, and additional information will be displayed as it becomes available.

City of San Luis, Arizona

Required Supplementary Information
Schedule of Changes in the City's
Net Pension Liability and Related Ratios
Agent Pension Plans
June 30, 2017

PSPRS Police	Reporting Fiscal Year (Measurement Date)			
	2016-2017 (June 30, 2016)	2015-2016 (June 30, 2015)	2014-2015 (June 30, 2014)	2014 through 2008 information not available
Total pension liability				
Service cost	$ 350,332	$ 306,944	$ 282,241	
Interest on the total pension liability	562,087	555,140	466,641	
Changes of benefit terms	512,893	-	91,936	
Differences between expected and actual experience in the measurement of the pension liability	(58,955)	(423,441)	(9,596)	
Changes of assumptions or other inputs	362,672	-	606,442	
Benefit payments, including refunds of employee contributions	(333,006)	(410,680)	(234,608)	
Net change in total pension liability	1,396,023	27,963	1,203,056	
Total pension liability - beginning	7,151,675	7,123,712	5,920,656	
Total pension liability - ending (a)	$ 8,547,698	$ 7,151,675	$ 7,123,712	
Plan fiduciary net position				
Contributions - employer	$ 351,711	$ 248,515	$ 264,741	
Contributions - employee	207,745	182,813	165,787	
Net investment income	30,048	179,881	580,609	
Benefit payments, including refunds of employee contributions	(333,006)	(410,680)	(234,608)	
Administrative expense	(4,724)	(4,770)	(4,714)	
Other changes	(99,246)	(3,823)	2,155	
Net change in plan fiduciary net position	152,528	191,936	773,970	
Plan fiduciary net position - beginning	5,123,394	4,931,458	4,157,488	
Plan fiduciary net position - ending (b)	$ 5,275,922	$ 5,123,394	$ 4,931,458	
City's net pension liability (asset) - ending (a) - (b)	$ 3,271,776	$ 2,028,281	$ 2,192,254	
Plan fiduciary net position as a percentage of the total pension liability	61.72%	71.64%	69.23%	
Covered payroll	$ 1,794,507	$ 1,539,290	$ 1,651,331	
City's net pension liability (asset) as a percentage of covered payroll	182.32%	131.77%	132.76%	

Note: The pension schedules in the required supplementary information are intended to show information for ten years, and additional information will be displayed as it becomes available.

City of San Luis, Arizona
Required Supplementary Information
Schedule of Changes in the City's
Net Pension Liability (Asset) and Related Ratios
Agent Pension Plans
June 30, 2017

PSPRS Fire	Reporting Fiscal Year (Measurement Date)			
	2016-2017 (June 30, 2016)	2015-2016 (June 30, 2015)	2014-2015 (June 30, 2014)	2014 through 2007 information not available
Total pension liability				
Service cost	$ 335,758	$ 296,352	$ 294,507	
Interest on the total pension liability	347,995	308,046	275,282	
Changes of benefit terms	588,157	-	(8,383)	
Differences between expected and actual experience in the measurement of the pension liability	(33,940)	51,216	(184,049)	
Changes of assumptions or other inputs	264,127	-	77,627	
Benefit payments, including refunds of employee contributions	(281,063)	(51,738)	(25,329)	
Net change in total pension liability	1,221,034	603,876	429,655	
Total pension liability – beginning	4,405,716	3,801,840	3,372,185	
Total pension liability - ending (a)	$ 5,626,750	$ 4,405,716	$ 3,801,840	
Plan fiduciary net position				
Contributions – employer	$ 253,312	$ 208,243	$ 199,532	
Contributions – employee	207,731	173,223	157,403	
Net investment income	23,851	138,174	416,103	
Benefit payments, including refunds of employee contributions	(281,063)	(51,738)	(25,329)	
Administrative expense	(3,832)	(3,755)	(3,378)	
Other changes	(26,171)	(2,750)	8,528	
Net change in plan fiduciary net position	173,828	461,397	752,859	
Plan fiduciary net position – beginning	4,093,784	3,632,387	2,879,528	
Plan fiduciary net position - ending (b)	$ 4,267,612	$ 4,093,784	$ 3,632,387	
City's net pension liability (asset) - ending (a) - (b)	$ 1,359,138	$ 311,932	$ 169,453	
Plan fiduciary net position as a percentage of the total pension liability	75.85%	92.92%	95.54%	
Covered payroll	1,594,143	1,561,322	1,520,803	
City's net pension liability (asset) as a percentage of covered payroll	85.26%	19.98%	11.14%	

Note: The pension schedules in the required supplementary information are intended to show information for ten years, and additional information will be displayed as it becomes available.

City of San Luis, Arizona
Required Supplementary Information
Schedule of City Pension Contributions
June 30, 2017

Arizona State Retirement System	Reporting Fiscal Year					2012 through 2007 information not available
	2017	2016	2015	2014	2013	
Statutorily required contribution	$ 663,522	$ 650,874	$644,042	$584,114	$543,219	
City's contributions in relation to the statutorily required contribution	663,522	650,874	644,042	584,114	543,219	
City's contribution deficiency (excess)	$ -	$ -	$ -	$ -	$ -	
City's covered payroll	6,155,121	9,781,656	5,914,065	5,299,698	5,209,366	
City's contributions as a percentage of covered payroll	10.78%	6.65%	10.89%	11.02%	10.43%	

PSPRS Police	Reporting Fiscal Year					2012 through 2007 information not available
	2017	2016	2015	2014	2013	
Statutorily required contribution	$ 400,210	$352,801	$281,218	$272,789	$242,295	
City's contributions in relation to the statutorily required contribution	400,210	352,801	281,218	272,789	242,295	
City's contribution deficiency (excess)	$ -	$ -	$ -	$ -	$ -	
City's covered payroll	$2,061,877	$1,539,290	$1,725,228	$1,622,173	$1,482,708	
City's contributions as a percentage of covered payroll	19.41%	22.92%	16.30%	16.82%	16.34%	

PSPRS Fire	Reporting Fiscal Year					2012 through 2007 information not available
	2017	2016	2015	2014	2013	
Statutorily required contribution	$ 233,214	$203,572	$188,635	$180,241	$169,598	
City's contributions in relation to the statutorily required contribution	233,214	203,572	188,635	180,241	169,598	
City's contribution deficiency (excess)	$ -	$ -	$ -	$ -	$ -	
City's covered payroll	$1,730,076	$1,561,322	$1,431,223	$1,372,575	$1,356,910	
City's contributions as a percentage of covered payroll	13.48%	13.04%	13.18%	13.13%	12.50%	

Note: The pension schedules in the required supplementary information are intended to show information for ten years, and additional information will be displayed as it becomes available.

City of San Luis, Arizona
Required Supplementary Information
Schedule of Agent OPEB Plans' Funding Progress
June 30, 2017

Health Insurance Premium Benefit

Actuarial Valuation Date	Actuarial value of assets	Actuarial accrued liability	Unfunded actuarial accrued liability (UAAL) (funding excess)	Funded ratio	Annual covered payroll	UAAL (funding excess) as a percentage of covered payroll
	(a)	(b)	(b) - (a)	(a)/(b)	(c)	((b) - (a)/c)
PSPRS Police						
6/30/2017	$285,767	$223,613	($62,154)	127.80%	$1,908,128	0.00%
6/30/2016	266,015	208,325	(57,690)	127.69%	1,539,290	0.00%
6/30/2015	238,401	213,629	(24,772)	111.60%	1,651,332	0.00%
6/30/2014	-	200,483	200,483	0.00%	1,487,720	13.48%
PSPRS Fire						
6/30/2017	$198,652	$166,949	($31,703)	118.99%	$1,745,102	0.00%
6/30/2016	178,355	163,562	(14,793)	109.04%	1,561,322	0.00%
6/30/2015	155,510	158,388	2,878	98.18%	1,520,802	0.19%
6/30/2014	-	139,348	139,348	0.00%	1,492,179	9.34%

A. Pension Plan Schedule Note

1. Actuarially Determined Contribution Rates

Actuarial determined contribution rates for PSPRS are calculated as of June 30 two years prior to the end of the fiscal year in which contributions are made. The actuarial methods and assumptions used to establish the contribution requirements are as follows:

Actuarial cost method	Entry age normal
Amortization method	Level of percent closed for unfunded actuarial accrued liability open for excess
Remaining amortization period as of the 2014 actuarial valuation	22 years for unfunded actuarial accrued liability. 20 years for excess
Asset valuation method	7-year smoothed market value, 20% corridor
Actuarial assumptions:	
Investment rate of return	7.85%, net of investment and administrative expenses
Projected salary increases	4.00% to 8.00% including inflation
Wage growth	In the 2014 actuarial valuation, wage growth was decreased from 5.0% to 4.5% for PSPRS
Retirement age	Experience-based table rates that is specific to the type of eligibility condition. Last updated for the 2012 valuation pursuant to an experience study of the period July 1, 2006- June 30,2011
Mortality	RP-2000 mortality table (adjusted by 105% for both males and females)

B. Schedule of Agent OPEB Plans' Funding Progress Note

1. Factors That Affect the Identification of Trends

The actuarial assumptions used in the June 30, 2015, valuation for ASRS were based on the results of an actuarial experience study for the five-year period ended June 30, 2012. The purpose of the experience study was to review actual experience in relation to the actuarial assumptions in effect. The ASRS Board adopted the experience study recommended changes which were applied to the June 30, 2013, actuarial valuation. The study did not include an analysis of the assumed investment rate of return.

The actuarial assumptions used in the June 30, 2016, valuation for PSPRS were based on the results of an actuarial experience study for the 5-year period ended June 30, 2011. The total pension liability used to calculate the net pension liability for PSPRS was determined by an actuarial valuation as of that date. The total pension liability as of June 30, 2016, reflects changes of benefit terms and actuarial assumptions for a court ruling for funding permanent benefit increases and a decrease in the wage growth assumption from 4.5% to 4.0%.

CITY OF SAN LUIS, AZ
INC. 1979

SUPPLEMENTARY INFORMATION COMBINING FUND FINANCIAL STATEMENTS

CITY OF SAN LUIS
COMBINING BALANCE SHEET - NON-MAJOR GOVERNMENTAL FUNDS
JUNE 30, 2017

	Special Revenue		
	Police Grants and Special Revenues	Judicial Collection Enhancement	SL Community Facilities District
ASSETS			
Due from other funds	$ 161,969	$ 159,692	$ 27,500
Investments			
Accounts receivable (net)	132	2,661	
Due from governmental entities	153,003		
Prepaid items			
Total assets	$ 315,104	$ 162,353	$ 27,500
LIABILITIES, DEFERRED INFLOWS OF RESOURCES AND FUND BALANCES			
Liabilities:			
Accounts payable	$ 14,680	$ 35,670	$
Total liabilities	14,680	35,670	
Deferred inflows of resources:			
Unavailable revenue - intergovernmental	81,554		
Fund balances:			
Nonspendable			
Restricted	218,870	126,683	27,500
Total fund balances	218,870	126,683	27,500
Total liabilities, deferred inflows of resources and fund balances	$ 315,104	$ 162,353	$ 27,500

Special Revenue	Capital Projects		
Assesment Districts	Cultural Center	Capital Outlay Reserve	Total Non-Major Governmental Funds
$ 346,046	$ 6,238	$ 27,966	$ 729,411
		1,245,294	1,245,294
7,875			10,668
			153,003
	78,400		78,400
$ 353,921	$ 84,638	$ 1,273,260	$ 2,216,776
$	$ 6,238	$ 41,866	$ 98,454
	6,238	41,866	98,454
			81,554
	78,400		78,400
353,921		1,231,394	1,958,368
353,921	78,400	1,231,394	2,036,768
$ 353,921	$ 84,638	$ 1,273,260	$ 2,216,776

CITY OF SAN LUIS
COMBINING STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES - NON-MAJOR GOVERNMENTAL FUNDS
YEAR ENDED JUNE 30, 2017

	Special Revenue		
	Police Grants and Special Revenues	Judicial Collection Enhancement	SL Community Facilities District
Revenues:			
Intergovernmental	$ 482,046	$ 4,836	$
Fines and forfeitures	164,499	119,164	
Special assessments			
Charges for services			
Investment earnings			
Other			2,500
Total revenues	646,545	124,000	2,500
Expenditures:			
Current -			
General government		307,636	
Public safety	487,455		
Public works and streets			
Community development			
Capital outlay	116,934		
Total expenditures	604,389	307,636	
Excess (deficiency) of revenues over expenditures	42,156	(183,636)	2,500
Other financing sources (uses):			
Transfers in			
Total other financing sources (uses):			
Changes in fund balances	42,156	(183,636)	2,500
Fund balances, beginning of year	176,714	310,319	25,000
Fund balances, end of year	$ 218,870	$ 126,683	$ 27,500

Special Revenue	Capital Projects		
Assesment Districts	Cultural Center	Capital Outlay Reserve	Total Non-Major Governmental Funds
$	$ 665,948	$	$ 1,152,830
			283,663
302,546			302,546
		696,373	696,373
		5,278	5,278
			2,500
302,546	665,948	701,651	2,443,190
		4,572	312,208
			487,455
60,937			60,937
241,609			241,609
	787,087	183,482	1,087,503
302,546	787,087	188,054	2,189,712
	(121,139)	513,597	253,478
	55,797		55,797
	55,797		55,797
	(65,342)	513,597	309,275
353,921	143,742	717,797	1,727,493
$ 353,921	$ 78,400	$ 1,231,394	$ 2,036,768

CITY OF SAN LUIS
COMBINING SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES - BUDGET AND ACTUAL
NON-MAJOR SPECIAL REVENUE FUNDS
YEAR ENDED JUNE 30, 2017

	Police Grants and Special Revenues		
	Budget	Actual	Variance - Positive (Negative)
Revenues:			
Intergovernmental	$ 880,580	$ 482,046	$ (398,534)
Fines and forfeitures		164,499	164,499
Special assessments			
Other			
Total revenues	880,580	646,545	(234,035)
Expenditures:			
Current -			
General government			
Public safety	697,380	487,455	209,925
Public works and streets			
Community development			
Capital outlay	183,200	116,934	66,266
Total expenditures	880,580	604,389	276,191
Changes in fund balances		42,156	42,156
Fund balances, beginning of year	92,837	176,714	83,877
Fund balances, end of year	$ 92,837	$ 218,870	$ 126,033

Judicial Collection Enhancement			SL Community Facilities District		
Budget	Actual	Variance - Positive (Negative)	Budget	Actual	Variance - Positive (Negative)
$ 4,800	$ 4,836	$ 36	$	$	$
171,500	119,164	(52,336)			
				2,500	2,500
176,300	124,000	(52,300)		2,500	2,500
393,170	307,636	85,534			
393,170	307,636	85,534			
(216,870)	(183,636)	33,234		2,500	2,500
265,204	310,319	45,115		25,000	25,000
$ 48,334	$ 126,683	$ 78,349	$	$ 27,500	$ 27,500

(Continued)

CITY OF SAN LUIS
COMBINING SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES - BUDGET AND ACTUAL
NON-MAJOR SPECIAL REVENUE FUNDS
YEAR ENDED JUNE 30, 2017

	Assesment Districts		
	Budget	Actual	Variance - Positive (Negative)
Revenues:			
Intergovernmental	$	$	$
Fines and forfeitures			
Special assessments	306,150	302,546	(3,604)
Other			
Total revenues	306,150	302,546	(3,604)
Expenditures:			
Current -			
General government			
Public safety			
Public works and streets	62,640	60,937	1,703
Community development	248,360	241,609	6,751
Capital outlay			
Total expenditures	311,000	302,546	8,454
Changes in fund balances	(4,850)		4,850
Fund balances, beginning of year	354,841	353,921	(920)
Fund balances, end of year	$ 349,991	$ 353,921	$ 3,930

Totals		
Budget	Actual	Variance - Positive (Negative)
$ 885,380	$ 486,882	$ (398,498)
171,500	283,663	112,163
306,150	302,546	(3,604)
	2,500	2,500
1,363,030	1,075,591	(287,439)
393,170	307,636	85,534
697,380	487,455	209,925
62,640	60,937	1,703
248,360	241,609	6,751
183,200	116,934	66,266
1,584,750	1,214,571	370,179
(221,720)	(138,980)	82,740
712,882	865,954	153,072
$ 491,162	$ 726,974	$ 235,812

CITY OF SAN LUIS
COMBINING SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES - BUDGET AND ACTUAL
ALL CAPITAL PROJECTS FUNDS
YEAR ENDED JUNE 30, 2017

	Cultural Center		
	Budget	Actual	Variance - Positive (Negative)
Revenues:			
Intergovernmental	$ 671,550	$ 665,948	$ (5,602)
Charges for services			
Investment earnings			
Total revenues	671,550	665,948	(5,602)
Expenditures:			
Current -			
General government			
Community development			
Capital outlay	811,750	787,087	24,663
Debt service -			
Interest			
Principal			
Total expenditures	811,750	787,087	24,663
Excess (deficiency) of revenues over expenditures	(140,200)	(121,139)	19,061
Other financing sources (uses):			
Transfers in	140,200	55,797	(84,403)
Total other financing sources (uses):	140,200	55,797	(84,403)
Changes in fund balances		(65,342)	(65,342)
Fund balances (deficits), beginning of year	143,742	143,742	
Fund balances (deficits), end of year	$ 143,742	$ 78,400	$ (65,342)

Municipal Projects Bond			Capital Outlay Reserve		
Budget	Actual	Variance - Positive (Negative)	Budget	Actual	Variance - Positive (Negative)
$	$	$	$	$	$
			262,800	696,373	433,573
(600)	793	1,393	1,500	5,278	3,778
(600)	793	1,393	264,300	701,651	437,351
				4,572	(4,572)
6,000	1,229	4,771			
			205,840	183,482	22,358
715,000	706,211	8,789			
300,000	298,100	1,900			
1,021,000	1,005,540	15,460	205,840	188,054	17,786
(1,021,600)	(1,004,747)	16,853	58,460	513,597	455,137
(1,020,400)	1,004,747	2,025,147			
(1,020,400)	1,004,747	2,025,147			
(2,042,000)		2,042,000	58,460	513,597	455,137
(227,595)	291,906	519,501	492,419	717,797	225,378
$ (2,269,595)	$ 291,906	$ 2,561,501	$ 550,879	$ 1,231,394	$ 680,515

(Continued)

CITY OF SAN LUIS
COMBINING SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES - BUDGET AND ACTUAL
ALL CAPITAL PROJECTS FUNDS
YEAR ENDED JUNE 30, 2017

	Totals		
	Budget	Actual	Variance - Positive (Negative)
Revenues:			
Intergovernmental	$ 671,550	$ 665,948	$ (5,602)
Charges for services	262,800	696,373	433,573
Investment earnings	900	6,071	5,171
Total revenues	935,250	1,368,392	433,142
Expenditures:			
Current -			
General government		4,572	(4,572)
Community development	6,000	1,229	4,771
Capital outlay	1,017,590	970,569	47,021
Debt service -			
Interest	715,000	706,211	8,789
Principal	300,000	298,100	1,900
Total expenditures	2,038,590	1,980,681	57,909
Excess (deficiency) of revenues over expenditures	(1,103,340)	(612,289)	491,051
Other financing sources (uses):			
Transfers in	(880,200)	1,060,544	1,940,744
Total other financing sources (uses):	(880,200)	1,060,544	1,940,744
Changes in fund balances	(1,983,540)	448,255	2,431,795
Fund balances (deficits), beginning of year	408,566	1,153,445	744,879
Fund balances (deficits), end of year	$ (1,574,974)	$ 1,601,700	$ 3,176,674

CITY OF SAN LUIS
COMPONENT UNIT
STATEMENT OF NET POSITION
JUNE 30, 2017

	Detention Facility
ASSETS	
Current assets:	
Restricted investments	$ 6,590,246
Accounts receivable (net)	2,024
Total current assets	6,592,270
Noncurrent assets:	
Land	661,359
Buildings and improvements	34,129,886
Machinery and equipment	329,194
Accumulated depreciation	(13,964,104)
Total noncurrent assets	21,156,335
Total assets	27,748,605
DEFERRED OUTFLOWS OF RESOURCES	
Deferred outflow on refundings	554,480
LIABILITIES	
Current liabilities:	
Accrued interest	462,135
Current portion of long-term debt	2,015,000
Total current liabilities	2,477,135
Noncurrent liabilities:	
Non-current portion of long-term debt	38,458,208
Total noncurrent liabilities	38,458,208
Total liabilities	40,935,343
NET POSITION	
Net investment in capital assets	(18,762,393)
Unrestricted	6,130,135
Total net position	$ (12,632,258)

CITY OF SAN LUIS
STATEMENT OF REVENUES, EXPENSES, AND CHANGES IN NET POSITION
DETENTION FACILITY
YEAR ENDED JUNE 30, 2017

	Detention Facility
OPERATING REVENUES	
Charges for services	$ 16,941,340
Total operating revenues	16,941,340
OPERATING EXPENSES	
General operations	11,486,305
Depreciation	1,740,481
Total operating expenses	13,226,786
Operating income	3,714,554
NON-OPERATING REVENUES (EXPENSES)	
Investment earnings	21,811
Interest expense	(2,978,990)
Total non-operating revenues (expenses)	(2,957,179)
Change in Net Position	757,375
Net Position - Beginning	$ (13,389,633)
Net Position - Ending	$ (12,632,258)

CITY OF SAN LUIS, ARIZONA
STATEMENT OF CASH FLOWS
DETENTION FACILITY
YEAR ENDED JUNE 30, 2017

	Detention Facility
Increase In Cash and Cash Equivalents	
Cash flows from operating activities:	
Cash received from customers	$ 16,939,560
Cash payments to suppliers for goods and services	(11,486,305)
Net cash provided by operating activities	5,453,255
Cash flows from capital and related financing activities:	
Principal paid on long-term debt	(1,850,116)
Interest paid on long-term debt	(2,937,607)
Net cash (used for) capital and related financing activities	(4,787,723)
Cash flows from investing activities:	
Investment income	21,811
Net cash provided by investing activities	21,811
Net increase in cash and cash equivalents	687,343
Cash and cash equivalents, beginning of year	5,902,903
Cash and cash equivalents, end of year	$ 6,590,246
Reconciliation of Operating Income to Net Cash Provided by Operating Activites	
Operating income	$ 3,714,554
Adjustments to reconcile operating income to net cash provided by operating activities:	
Depreciation	1,740,481
Change in assets and liabilities:	
(Increase) in accounts receivable	(1,780)
Total adjustments	1,738,701
Net cash provided by operating activities	$ 5,453,255

CITY OF SAN LUIS, AZ
INC. 1979

STATISTICAL SECTION

CITY OF SAN LUIS, ARIZONA
NET POSITION BY COMPONENT
LAST TEN FISCAL YEARS
(accrual basis of accounting)

	Fiscal Year									
	2017	**2016**	**2015**	**2014**	**2013**	**2012**	**2011**	**2010**	**2009**	**2008**
Governmental Activities										
Net investment in capital assets	$45,187,300	$43,224,321	$35,443,285	$33,724,834	$34,204,009	$33,670,959	$33,676,211	$33,561,001	$20,863,383	$22,096,036
Restricted	3,063,550	1,785,917	2,383,498	2,479,675	2,517,103	1,775,967	1,671,594	1,427,157	4,592,820	4,605,445
Unrestricted	531,781	2,061,627	3,056,046	11,368,513	10,918,683	9,812,934	10,053,672	9,610,455	12,608,868	6,428,171
Total governmental activities net position	$48,782,631	$47,071,865	$40,882,829	$47,573,022	$47,639,795	$45,259,860	$45,401,477	$44,598,613	$38,065,071	$33,129,652
Business-type Activities										
Net investment in capital assets	$14,221,545	$15,188,424	$13,550,172	$11,403,309	$9,916,229	$10,549,845	$11,335,286	$12,641,773	$17,754,682	$14,094,461
Restricted		7,214,146	8,444,571	9,905,406	4,052,098	3,872,154	3,741,669	3,785,623	2,645,628	2,183,356
Unrestricted	7,368,823	(3,637,294)	(6,706,347)	(5,047,319)	2,101,534	1,908,868	2,045,658	2,509,079	2,506,053	2,947,426
Total business-type activities net position	$21,590,368	$18,765,276	$15,288,396	$16,261,396	$16,069,861	$16,330,867	$17,122,613	$18,936,475	$22,906,363	$19,225,243
Primary Government										
Net investment in capital assets	$59,408,845	$58,412,745	$48,993,457	$45,128,143	$44,120,238	$44,220,804	$45,011,497	$46,202,774	$38,618,065	$36,190,497
Restricted	$3,063,550	9,000,063	10,828,069	12,385,081	6,569,201	5,648,121	5,413,263	5,212,780	7,238,448	6,788,801
Unrestricted	$7,900,604	(1,575,667)	(3,650,301)	6,321,194	13,020,217	11,721,802	12,099,330	12,119,534	15,114,921	9,375,597
Total primary government net position	$70,372,999	$65,837,141	$56,171,225	$63,834,418	$63,709,656	$61,590,727	$62,524,090	$63,535,088	$60,971,434	$52,354,895

Source: City financial records and reports

CITY OF SAN LUIS, ARIZONA
CHANGES IN NET POSITION
LAST TEN FISCAL YEARS
(accrual basis of accounting)

Table II

	Fiscal Year									
Expenses:	**2017**	**2016**	**2015**	**2014**	**2013**	**2012**	**2011**	**2010**	**2009**	**2008**
Governmental Activities:										
General Government	$5,994,778	$8,228,000	$7,694,562	$7,322,938	$6,458,869	$4,703,849	$4,096,333	$4,250,328	$5,631,037	$5,640,433
Public Safety	9,126,508	7,905,663	7,483,604	6,949,558	6,519,936	6,399,600	6,086,718	6,054,459	12,326,527	9,233,750
Health and Welfare	222,820	235,413	226,788	168,499	168,025	197,462	213,814	235,594	329,290	545,081
Culture and Recreation	2,839,136	2,467,238	2,509,450	2,285,536	2,043,985	1,949,400	1,855,966	2,192,471	2,180,227	2,314,793
Community Development	945,698	906,408	703,901	691,362	550,348	585,843	698,776	751,305	976,797	718,941
Public Works & Streets	3,560,360	3,270,282	2,591,698	2,427,548	2,174,454	2,121,419	2,270,980	2,552,573	2,699,630	2,678,498
Interest on Long-Term Debt	649,618	658,670	1,367,055	830,808	891,737	912,848	970,092	989,460	3,480,809	3,234,265
Total Governmental activities	$23,338,918	$23,671,674	$22,577,058	$20,676,249	$18,807,354	$16,870,421	$16,192,679	$17,026,190	$27,624,317	$24,365,761
Business-type activities										
Water	$2,826,192	$2,741,022	$3,218,848	$2,672,415	$2,699,661	$2,578,057	$2,642,458	$2,799,088	$2,847,656	$2,587,707
Wastewater	3,141,132	2,944,122	3,395,825	2,849,798	2,781,638	2,715,388	2,544,486	2,721,154	2,644,682	2,551,794
Business Center	1,226,764	1,215,501	1,197,456	1,263,313	1,282,395	1,357,589	1,390,561	1,450,087	1,181,660	-
Sanitation	1,120,902	1,105,078	1,117,567	1,010,243	939,596	1,060,828	1,008,757	1,206,998	1,177,957	1,189,520
Business Incubator	163,062	144,578	56,534	-	-	-	-	-	-	-
Industrial Park	-	-	-	-	-	-	-	-	-	78,097
Ambulance Services	1,049,335	-	-	-	-	-	-	-	-	-
Total business-type activities	$9,527,387	$8,150,301	$8,986,230	$7,795,769	$7,703,290	$7,711,862	$7,586,262	$8,177,327	$7,851,955	$6,407,118
Total expenses	$32,866,305	$31,821,975	$31,563,288	$28,472,018	$26,510,644	$24,582,283	$23,778,941	$25,203,517	$35,476,272	$30,772,879
Program revenues										
Governmental activities										
Charges for services										
General Government	$1,765,937	$3,021,700	$2,780,190	$2,494,028	$2,226,528	$1,002,249	$531,031	$587,365	$578,509	$713,179
Public Safety	426,767	315,098	1,007,465	980,528	867,899	677,226	686,632	374,162	363,882	216,217
Health and Welfare	-	-	-	-	-	-	-	-	-	-
Culture and Recreation	211,126	74,395	373,194	288,009	219,142	284,797	264,622	176,077	66,070	74,558
Community Development	-	594,182	385,797	432,936	497,921	334,557	318,051	407,927	395,856	584,126
Public Works & Streets	342,089	62,642	62,640	51,595	50,530	49,978	49,368	33,432	169,935	341,947
Operating Grants and Contributions	2,308,056	2,709,123	2,989,656	2,564,023	3,343,398	2,601,626	2,715,700	2,251,704	2,471,619	2,875,139
Capital Grants and Contributions	3,749,914	7,816,499	612,897	157,458	947,390	122,614	1,314,549	547,555	6,312,084	9,693,641
Total Governmental activities	$8,803,889	$14,593,639	$8,211,839	$6,968,577	$8,152,808	$5,073,047	$5,879,953	$4,378,222	$10,357,955	$14,498,807
Business-type activities										
Charges for services										
Water	$4,025,661	$3,796,031	$3,592,820	$3,369,477	$3,056,742	$2,884,311	$2,547,790	$2,409,843	$2,253,608	$2,167,833
Wastewater	4,006,279	3,686,360	3,397,094	2,663,176	2,156,201	1,975,447	1,537,835	1,456,616	1,354,541	1,244,636
Business Center	629,265	629,265	629,265	629,265	629,265	629,265	629,265	629,268	618,777	629,265
Business Incubator	3,471	-	-	-	-	-			-	-
Sanitation	1,284,544	1,205,279	1,159,196	1,142,822	1,117,185	1,056,628	1,047,317	1,146,276	1,092,549	1,059,287
Industrial Park	-	-	-	-	-	-	-	-	-	27,618
Ambulance Services	1,953,337	-	-	-	-	-	-	-	-	-
Operating Grants and Contributions	-	-	-	-	-	-	-	-	30,000	22,400
Capital Grants and Contributions	-	1,941,586	1,177,792	1,322,452	481,955	361,918	-	-	2,512,240	5,707,191
Total business activities	$11,902,557	$11,258,521	$9,956,167	$9,127,192	$7,441,348	$6,907,569	$5,762,207	$5,642,003	$7,861,715	$10,858,230
Total program revenues	$20,706,446	$25,852,160	$18,168,006	$16,095,769	$15,594,156	$11,980,616	$11,642,160	$10,020,225	$18,219,670	$25,357,037

Source: City financial records and reports

CITY OF SAN LUIS, ARIZONA
CHANGES IN NET POSITION (continued)
LAST TEN FISCAL YEARS
(accrual basis of accounting)

	Fiscal Year									
	2017	**2016**	**2015**	**2014**	**2013**	**2012**	**2011**	**2010**	**2009**	**2008**
Net (Expense)/Revenue										
Governmental Activities:	($14,535,029)	($9,078,035)	($14,365,219)	($13,707,672)	($10,654,546)	($11,797,374)	($10,312,726)	($12,647,968)	($17,266,362)	($9,866,954)
Business-type activities	2,375,170	3,108,220	969,937	1,331,423	(261,942)	(804,293)	(1,824,055)	(2,535,324)	9,760	4,451,112
Total primary government net (expense) revenue	($12,159,859)	($5,969,815)	($13,395,282)	($12,376,249)	($10,916,488)	($12,601,667)	($12,136,781)	($15,183,292)	($17,256,602)	($5,415,842)
General Revenues and Other Changes in net Position										
Governmental Activities										
Taxes										
Sales and use taxes	$7,694,566	$7,448,887	$7,324,294	$6,750,517	$6,531,779	$6,073,811	$5,659,566	$7,498,691	$7,125,840	$4,621,222
Franchise taxes	401,364	435,822	439,034	427,800	432,371	397,532	381,836	351,505	346,429	337,757
Other taxes	-	-	122,163	(69,355)	1,296	95,172	32,715	76,342	12,347	34,274
State shared Revenues	8,073,305	7,123,544	6,936,337	7,331,517	5,725,447	4,997,430	4,840,064	5,491,122	6,126,141	6,239,750
Investment Earnings	56,947	26,179	19,300	16,064	28,197	12,341	12,032	10,072	13,748	240,139
Miscellaneous	-	624,606	246,626	213,640	321,613	79,471	189,377	41,593	222,292	-
Transfer in (out)	(394,435)	(391,967)	(100,841)	-	-	-	-	(169,525)	-	-
Total general revenues and transfers	$15,831,747	$15,267,071	$14,986,913	$14,670,183	$13,040,703	$11,655,757	$11,115,590	$13,299,800	$13,846,797	$11,473,142
Business-type activities										
Investment Earnings	$55,487	$24,708	$21,667	$13,909	$20,935	$10,130	$10,194	$17,994	$32,580	$191,587
Miscellaneous	-	(48,015)	-	-	(19,999)	2,417	-	-	-	-
Transfer in (out)	394,435	391,967	100,841	-	-	-	-	169,525	-	-
Total Business-type activities	$449,922	$368,660	$122,508	$13,909	$936	$12,547	$10,194	$187,519	$32,580	$191,587
Total primary government	$16,281,669	$15,635,731	$15,109,421	$14,684,092	$13,041,639	$11,668,304	$11,125,784	$13,487,319	$13,879,377	$11,664,729
Change in net Position										
Governmental Activities	$1,296,718	$6,189,036	$621,694	$962,511	$2,386,157	($141,617)	$802,864	$651,832	($3,419,565)	$1,606,188
Business-type activities	2,825,092	3,476,880	1,092,445	1,345,332	(261,006)	(791,746)	(1,813,861)	(2,347,805)	42,340	4,642,699
Total Changes in Net Position	$4,121,810	$9,665,916	$1,714,139	$2,307,843	$2,125,151	($933,363)	($1,010,997)	($1,695,973)	($3,377,225)	$6,248,887

Source: City financial records and reports

CITY OF SAN LUIS, ARIZONA
FUND BALANCES, GOVERNMENTAL FUNDS
LAST TEN FISCAL YEARS
(modified accrual basis of accounting)

	Fiscal Year									
	2017	**2016**	**2015**	**2014**	**2013**	**2012**	**2011**	**2010**	**2009**	**2008**
General Fund										
Nonspendable	$118,243	$128,035	$42,831	$56,719	$99,774	$211,131	$1,218,352	$0	$0	$0
Committed	-	106,785	106,624	106,465	106,250	106,250	-	-	-	-
Unassigned	9,858,234	9,207,428	10,005,982	9,061,328	7,139,348	5,599,699	5,314,536	-	-	-
Total General Fund	$9,976,477	$9,442,248	$10,155,437	$9,224,512	$7,345,372	$5,917,080	$6,532,888	$0	$0	$0
All other governmental funds										
Nonspendable	$93,575	$168,175	$167,914	$190,319	$147,511	$65,677	$31,625	$0	$0	$0
Restricted	2,885,421	754,165	1,181,060	1,461,661	1,223,913	488,962	383,351	-	-	-
Assigned	-	2,591,330	2,648,759	2,776,109	3,158,888	3,227,193	3,532,974	-	-	-
Unassigned	-	(715,933)	(951,255)	272,948	-	-	-	-	-	-
Total all other governmental funds	$2,978,996	$2,797,737	$3,046,478	$4,701,037	$4,530,312	$3,781,832	$3,947,950	$0	$0	$0
General Fund										
Unreserved	$0	$0	$0	$0	$0	$0	$0	$6,244,397	$3,554,287	$823,410
Total General Fund	$0	$0	$0	$0	$0	$0	$0	$6,244,397	$3,554,287	$823,410
All other governmental funds										
Reserved	$0	$0	$0	$0	$0	$0	$0	$1,320,251	$4,426,742	$3,441,745
Unreserved, reported in:										
Undesignated	-	-	-	-	-	-	-	43,273	1,581,519	667,614
Special revenue funds	-	-	-	-	-	-	-	1,163,015	1,057,942	980,483
Capital projects funds	-	-	-	-	-	-	-	946,543	1,555,997	50
Total all other governmental funds	$0	$0	$0	$0	$0	$0	$0	$3,473,082	$8,622,200	$5,089,892
TOTAL GOVERNMENTAL FUNDS	$12,955,473	$12,239,985	$13,201,915	$13,925,549	$11,875,684	$9,698,912	$10,480,838	$9,717,479	$12,176,487	$5,913,302

NOTE: GASB Statement 54 (Fund Balance Reporting) established new fund balance classifications. The first section shows the fund balance information after the implementation of GASB Statement 54 and the second section shows the fund balance information prior to the implementation of GASB Statement 54.

Table IV

CITY OF SAN LUIS, ARIZONA
CHANGES IN FUND BALANCES OF GOVERNMENTAL FUNDS
LAST TEN FISCAL YEARS
(modified accrual basis of accounting)

	Fiscal Year									
	2017	**2016**	**2015**	**2014**	**2013**	**2012**	**2011**	**2010**	**2009**	**2008**
Revenues:										
Taxes	$8,095,930	$7,884,709	$7,885,491	$7,108,962	$6,965,446	$6,566,515	$6,074,117	$7,926,538	$7,484,617	$4,993,254
Special Assessments	302,546	302,865	374,470	282,484	218,171	290,987	267,579	156,102	169,935	341,947
Licenses and permits	734,502	528,034	483,218	431,909	389,295	349,777	355,759	393,365	458,802	555,409
Interest earnings	54,631	24,445	17,057	13,322	24,266	11,437	12,032	10,072	13,749	166,878
Fines and forfeits	577,989	541,336	611,178	687,319	792,994	523,053	491,230	553,262	549,231	592,197
Intergovernmental	11,705,819	10,159,135	10,098,225	9,895,694	9,030,736	7,605,264	8,763,843	7,846,596	9,191,793	9,134,943
Charges for user services	778,835	432,193	376,938	218,807	214,180	160,919	151,474	304,930	358,428	514,023
Rents	268,690	339,119	761,335	811,666	674,019	659,222	712,121	384,118	358,520	240,935
Others	408,006	624,606	529,759	418,940	577,687	140,909	167,388	103,039	230,842	210,196
Total revenues	$22,926,948	$20,836,442	$21,137,671	$19,869,103	$18,886,794	$16,308,083	$16,995,543	$17,678,022	$18,815,917	$16,749,782
Expenditures:										
General government	$5,236,772	$5,037,910	$4,652,111	$4,546,198	$4,251,259	$4,032,759	$3,636,045	$3,775,913	$3,889,489	$3,826,844
Public safety	7,587,098	7,328,654	6,688,960	6,519,780	6,194,930	6,089,036	5,695,080	5,701,487	5,562,706	5,561,179
Public works	1,832,799	1,673,193	1,636,602	1,506,770	1,276,486	1,238,738	1,403,846	1,679,798	1,867,333	2,100,147
Community, recreational, and cultural	3,445,381	3,001,225	2,768,148	2,615,816	2,254,791	2,198,001	2,239,756	2,648,083	3,339,382	2,624,039
Health and welfare	213,543	210,378	205,049	149,367	141,225	165,387	187,211	201,555	288,465	512,345
Capital outlay	2,402,247	2,771,769	3,843,180	1,348,004	1,280,367	921,671	1,649,441	1,289,406	2,058,853	6,854,982
Debt service/authorities:										
Interest	713,695	722,772	1,168,906	839,755	859,513	880,623	928,920	948,289	839,906	791,882
Principal	385,490	660,504	391,834	331,242	445,229	477,261	492,044	542,425	408,910	319,375
Bond issue costs	-	-	238,101						-	-
Total expenditures	$21,817,025	$21,406,405	$21,592,891	$17,856,932	$16,703,800	$16,003,476	$16,232,343	$16,786,956	$18,255,044	$22,590,793
Excess (Deficiency) of Revenues Over Expenditures	$1,109,923	($569,963)	($455,220)	$2,012,171	$2,182,994	$304,607	$763,200	$891,066	$560,873	($5,841,011)
OTHER FINANCING SOURCES (USES)										
Premium on debt issued	$0	$0	$1,296,704	$0	$0	$0	$0	$0	$0	$0
Debt issued	-	-	12,085,699	-	-	-	-	-	-	-
Payment to Refunded Bond Escrow Agent	-	-	(13,850,916)	-	-	-	-	-	-	-
Notes Issued	-	-	300,939	37,693	-	-	-	-	3,025,000	375,628
capital leases	-	-	-	-	-	-	-	-	-	1,115,798
Transfer from Other Funds	1,060,544	1,462,992	1,426,905	1,739,361	1,359,172	1,198,137	1,153,242	18,537	43,605	612,201
Transfer to Other Funds	(1,454,979)	(1,854,959)	(1,527,746)	(1,739,361)	(1,359,172)	(2,284,670)	(1,153,242)	(188,062)	(43,605)	(612,201)
Total other financing sources (Uses)	($394,435)	($391,967)	($268,415)	$37,693	$0	($1,086,533)	$0	($169,525)	$3,025,000	$1,491,426
NET CHANGE IN FUND BALANCES	$715,488	($961,930)	($723,635)	$2,049,864	$2,182,994	($781,926)	$763,200	$721,541	$3,585,873	($4,349,585)
Debt Services as a percentage of noncapital expenditures	5.66%	7.16%	8.55%	6.56%	8.42%	8.95%	9.68%	9.62%	7.61%	7.23%

Source: City financial records and reports

CITY OF SAN LUIS, ARIZONA
PROGRAM REVENUES
LAST TEN FISCAL YEARS
(accrual basis of accounting)

	Fiscal Year									
	2017	**2016**	**2015**	**2014**	**2013**	**2012**	**2011**	**2010**	**2009**	**2008**
Governmental Activities:										
Charges for service										
General Government	$1,765,937	$3,021,700	$2,780,190	$2,494,028	$2,226,528	$1,002,249	$531,031	$587,365	$648,751	$713,179
Public Safety	426,767	315,098	1,007,465	980,528	867,899	677,226	686,632	356,262	363,882	216,217
Health and Welfare	-	-	-	-	-	-	-	-	-	-
Culture and Recreation	211,126	74,395	373,194	288,009	219,142	284,797	264,622	176,077	66,070	74,558
Community Development	-	594,182	385,797	432,936	497,921	334,557	318,051	407,927	395,856	584,126
Public Works & Streets	342,089	62,642	62,640	51,595	50,530	49,978	49,368	33,432	169,935	341,947
Operating grants and contributions	2,308,056	2,709,123	2,989,656	2,564,023	3,343,398	2,601,626	2,715,700	2,269,604	2,471,619	2,875,139
Capital grants and contributions	3,749,914	7,816,499	612,897	157,458	947,390	122,614	1,314,549	547,555	6,241,842	9,693,641
Total governmental activities	$8,803,889	$14,593,639	$8,211,839	$6,968,577	$8,152,808	$5,073,047	$5,879,953	$4,378,222	$10,357,955	$14,498,807
Business-type activities										
Charges for service										
Water	$4,025,661	$3,796,031	$3,592,820	$3,369,477	$3,056,742	$2,884,311	$2,547,790	$2,409,843	$2,253,608	$2,167,833
Wastewater	4,006,279	3,686,360	3,397,094	2,663,176	2,156,201	1,975,447	1,537,835	1,456,616	1,354,541	1,244,636
Business Center	629,265	629,265	629,265	629,265	629,265	629,265	629,265	629,268	618,777	629,265
Business Incubator	3,471	-	-	-	-	-	-	-	-	-
Sanitation	1,284,544	1,205,279	1,159,196	1,142,822	1,117,185	1,056,628	1,047,317	1,146,276	1,092,549	1,059,287
Ambulance Services	1,953,337	-	-	-	-	-	-	-	-	-
Industrial Park	-	-	-	-	-	-	-	-	-	27,618
Operating grants and contributions	-	-	-	-	-	-	-	-	30,000	22,400
Capital grants and contributions	-	1,941,586	1,177,792	1,322,452	481,955	361,918	-	-	2,512,240	5,707,191
Total business-type activities	$11,902,557	$11,258,521	$9,956,167	$9,127,192	$7,441,348	$6,907,569	$5,762,207	$5,642,003	$7,861,715	$10,858,230
Total primary government	$20,706,446	$25,852,160	$18,168,006	$16,095,769	$15,594,156	$11,980,616	$11,642,160	$10,020,225	$18,219,670	$25,357,037

Source: City financial records and reports

CITY OF SAN LUIS, ARIZONA
GOVERNMENT-WIDE REVENUES BY FUNCTION
LAST TEN FISCAL YEARS
(accrual basis of accounting)

	Fiscal Year									
	2017	**2016**	**2015**	**2014**	**2013**	**2012**	**2011**	**2010**	**2009**	**2008**
Governmental Activities										
General Government	$1,807,078	$3,107,233	$2,856,516	$2,531,262	$2,288,465	$1,029,723	$554,389	$640,571	$722,004	$719,519
Public Safety	964,958	932,208	1,990,965	1,653,703	2,184,656	1,746,600	1,746,918	910,540	9,589,253	779,629
Health and Welfare	-	-	-	-	-	-	-	-	-	-
Culture and Recreation	211,126	197,593	489,099	368,966	302,596	343,483	320,814	198,810	273,942	108,843
Community Development	202,706	594,182	385,797	432,936	497,921	334,557	1,529,630	527,822	1,025,956	693,867
Public Works & Streets	5,618,021	9,762,423	2,489,462	1,981,710	2,879,170	1,618,684	1,728,202	2,100,479	7,343,275	2,553,786
Unallocated General Revenues	15,831,747	15,267,071	14,986,913	14,670,183	13,040,703	11,655,757	11,115,590	13,299,800	13,846,797	11,473,142
Total Governmental Activities	$24,635,636	$29,860,710	$23,198,752	$21,638,760	$21,193,511	$16,728,804	$16,995,543	$17,678,022	$32,801,227	$16,328,786
Business-type activities										
Water	$4,025,661	$3,796,031	$3,592,820	$3,869,477	$3,106,217	$2,894,971	$2,547,790	$2,409,843	$2,472,311	$2,167,833
Wastewater	4,006,279	5,627,946	3,418,093	2,663,176	2,588,681	2,326,705	1,537,835	1,456,616	1,092,549	1,244,636
Business Center	629,265	629,265	629,265	629,265	629,265	629,265	629,265	-	-	-
Business Incubator	3,471	-	1,156,793	-	-	-	-	-	-	-
Sanitation	1,284,544	1,205,279	1,159,196	822,452	1,117,185	1,056,628	1,047,317	1,146,276	1,553,236	1,081,687
Ambulance Services	1,953,337									
Industrial Park	-	-	-	-	-	-	-	169,525	-	27,618
Unallocated General Revenues	449,922	368,660	122,508	13,909	936	12,547	10,194	187,519	32,580	191,587
Total Business Activities	$12,352,479	$11,627,181	$10,078,675	$7,998,279	$7,442,284	$6,920,116	$5,772,401	$5,369,779	$5,150,676	$4,713,361

Source: City financial Records and reports.

CITY OF SAN LUIS, ARIZONA
TAX REVENUES BY SOURCE, GOVERNMENTAL FUNDS
LAST TEN FISCAL YEARS
(accrual basis of accounting)

	Fiscal Year									
	2017	**2016**	**2015**	**2014**	**2013**	**2012**	**2011**	**2010**	**2009**	**2008**
City Sales Tax	$7,694,566	$7,508,359	$7,324,294	$6,750,517	$6,531,779	$6,073,811	$5,659,566	$7,498,691	$7,125,840	$4,621,222
State Sales taxes	2,889,943	2,659,098	2,550,568	2,812,693	2,104,763	1,992,968	1,771,253	1,682,728	1,824,384	2,107,358
Franchise Tax	401,364	435,822	439,034	427,800	432,371	397,532	381,836	351,505	346,429	337,757
Special Districts*	302,546	302,865	374,470	282,484	218,171	290,987	267,579	156,102	169,935	341,947
Others		-	122,163	(69,355)	1,296	95,172	32,715	76,342	12,347	34,274
Total tax revenues	$11,288,419	$10,906,144	$10,810,529	$10,204,139	$9,288,380	$8,850,470	$8,112,949	$9,765,368	$9,478,935	$7,442,558

Note: Includes Governmental Fund Types
Special Districts include Strret Light Improvement Districts (SLIDs), Maintenance Improvement Districts (MIDs); both are levy as secondary property taxes.

CITY OF SAN LUIS, ARIZONA
INTERGOVERNMENTAL REVENUES BY SOURCE, GOVERNMENTAL FUNDS
LAST TEN FISCAL YEARS
(accrual basis of accounting)

	Fiscal Year									
	2017	2016	2015	2014	2013	2012	2011	2010	2009	2008
State Shared Sales Tax	$2,889,943	$2,659,098	$2,550,568	$2,812,693	$2,104,763	$1,992,968	$1,771,253	$1,682,728	$1,824,384	$2,107,358
Urban Revenue Sharing	3,856,245	3,360,240	3,378,557	3,559,275	2,605,281	2,152,641	2,231,840	2,960,504	3,417,109	3,226,939
Highway Users	2,526,082	2,239,260	2,126,238	1,929,961	2,041,357	1,562,498	1,678,834	1,700,626	1,804,058	2,093,904
Auto-in-lieu	1,259,413	1,104,206	1,007,212	959,549	1,015,403	851,821	836,971	847,890	884,648	905,453
Local Transportation Aid	-	-	-	-	-	-	-	35,312	104,499	108,840
Federal	1,139,781	673,284	615,896	634,216	1,130,716	1,004,693	2,177,538	565,787	1,152,596	679,861
Others	64,356	123,047	419,754	-	133,216	40,643	67,407	53,749	4,499	12,588
Total intergovernmental revenues	$11,735,820	$10,159,135	$10,098,225	$9,895,694	$9,030,736	$7,605,264	$8,763,843	$7,846,596	$9,191,793	$9,134,943

Note: Includes governmental fund types
Includes all governmental revenues, including revenues from federal government

CITY OF SAN LUIS, ARIZONA
CITY TRANSACTION PRIVILEGE TAXES BY CATEGORY
LAST TEN FISCAL YEARS

	Fiscal Year									
	2017	**2016**	**2015**	**2014**	**2013**	**2012**	**2011**	**2010**	**2009**	**2008**
Retail Sales	$4,693,648	$3,731,819	$3,719,366	$3,498,869	$3,288,946	$3,046,645	$2,901,155	$2,813,146	$3,069,240	$1,846,807
Contracting	888,499	1,573,668	1,654,681	1,336,456	1,468,887	1,574,491	1,413,388	3,354,443	2,776,939	1,815,150
Rentals	333,635	407,570	356,150	324,795	297,456	280,163	244,048	274,975	301,065	197,161
Communications/Utilities	947,825	1,174,550	1,044,285	1,053,760	959,929	624,166	570,915	584,850	560,704	402,304
Restaurant/Bar	456,027	422,284	417,278	363,027	371,107	342,810	309,338	294,048	249,331	235,140
Use	356,078	129,156	121,091	109,195	84,108	131,100	83,071	110,978	58,856	45,286
Other	18,855	69,312	45,339	64,415	61,346	74,436	137,650	66,250	109,705	79,374
	$7,694,567	$7,508,359	$7,358,190	$6,750,517	$6,531,779	$6,073,811	$5,659,565	$7,498,690	$7,125,840	$4,621,222
% Growth by year										
Retail Sales	25.8%	0.3%	6.3%	6.4%	8.0%	5.0%	3.1%	-8.3%	66.2%	32.3%
Contracting	-43.5%	-4.9%	23.8%	-9.0%	-6.7%	11.4%	-57.9%	20.8%	53.0%	11.0%
Rentals	-18.1%	14.4%	9.7%	9.2%	6.2%	14.8%	-11.2%	-8.7%	52.7%	31.4%
Utilities	-19.3%	12.5%	-0.9%	9.8%	53.8%	9.3%	-2.4%	4.3%	39.4%	12.4%
Restaurant/Bar	8.0%	1.2%	14.9%	-2.2%	8.3%	10.8%	5.2%	17.9%	6.0%	14.0%
Use	175.7%	6.7%	10.9%	29.8%	-35.8%	57.8%	-25.1%	88.6%	30.0%	7.0%
Other	-72.8%	52.9%	-29.6%	5.0%	-17.6%	-45.9%	107.8%	-39.6%	38.2%	-30.1%
	55.8%	83.1%	35.1%	49.0%	16.2%	63.2%	19.5%	75.0%	285.5%	78.0%

Note: Includes governmental fund types
Information is unavailable prior to FY05 due to limits of tax software.

Source: AZ Department of Revenues
City of San Luis Finance Department

CITY OF SAN LUIS, ARIZONA
SALES TAX PAYERS - BY CATEGORY
CURRENT YEAR AND TEN YEARS AGO

	2017				2008			
	Number of Payers	Percentage of Total Payers	Sales Tax Paid	Percentage of Total City Sales Tax Revenue	Number of Payers	Percentage of Total Payers	Sales Tax Paid	Percentage of Total City Sales Tax Revenue
Retail Sales	530	43.34%	$4,693,648	61.00%	338	31.18%	$1,653,935	35.79%
Construction, MFG & Wholesale	40	3.27%	888,499	11.55%	370	34.13%	1,936,754	41.91%
Rentals	118	9.65%	333,635	4.34%	118	10.89%	177,455	3.84%
Communications/Utilities	72	5.89%	947,825	12.32%	51	4.70%	423,766	9.17%
Restaurant/Bar	27	2.21%	456,027	5.93%	31	2.86%	244,463	5.29%
Use/Services	295	24.12%	356,078	4.63%	95	8.76%	50,371	1.09%
Other	141	11.53%	18,855	0.25%	81	7.47%	134,478	2.91%
	1,223	100%	$7,694,567	100%	1,084	100%	$4,621,222	100%

Note: Includes governmental fund types

Source: AZ Department of Revenues
City financial Records and reports

CITY OF SAN LUIS, ARIZONA
Ratios of Outstanding Debt by Type
Last Ten Fiscal Years

	Governmental Activities			Business-Type Activities					
Fiscal Year	Municipal Bonds	Notes Payable	Capital Leases	Municipal Bonds/Loans	Notes Payable	Capital Leases	Total Primary Government	Percentage of Personal Income	Per Capita
2017	$11,214,780	$3,387,922	-	$33,955,220	$102,171	$379,290	$49,039,383	4.55%	$1,507
2016	$13,350,329	$3,562,910	-	$38,010,036	$185,909	-	$55,109,184	4.86%	$1,621
2015	13,350,329	3,562,910	-	38,010,036	185,909	-	55,109,184	6.64%	1,660
2014	14,383,209	3,336,222	-	39,733,576	127,693	-	57,580,700	8.26%	1,847
2013	14,698,048	3,323,879	-	33,642,562	834,330	-	52,498,819	5.61%	1,602
2012	15,001,198	3,347,536	133,235	34,113,235	844,703	54,246	53,494,153	7.65%	2,057
2011	15,292,656	3,970,481	305,037	34,565,602	866,495	173,673	54,653,849	6.40%	2,102
2010	15,574,373	3,992,005	582,176	24,277,708	864,211	350,649	55,839,041	6.06%	2,148
2009	15,846,348	4,013,134	945,566	24,699,558	866,495	524,699	57,074,895	6.25%	2,238
2008	15,855,295	1,009,406	1,507,405	24,709,436	-	432,321	50,449,133	6.05%	1,964

Note: See Table XV for Personal Income and Population

Sources: (1) Based on data provided by the Greater Yuma Economic Development
(2) City financial records and reports

CITY OF SAN LUIS, ARIZONA
PLEDGED REVENUE COVERAGE - EXCISE TAX REVENUE FUNDING BONDS SERIES 2014A & 2014B
GOVERNMENTAL PORTION
LAST TEN FISCAL YEARS

	Fiscal Year									
	2017	**2016**	**2015**	**2014**	**2013**	**2012**	**2011**	**2010**	**2009**	**2008**
Pledged revenues (1)	$15,562,640	$15,766,957	$15,379,657	$15,052,446	$13,283,180	$11,781,918	$11,341,493	$12,882,852	$13,168,416	$10,790,053
Debt service requirements (2)										
Principal	$298,100	$572,820	$317,583	$305,893	$294,203	$282,513	$272,771	$263,029	-	-
Interest	706,211	605,739	1,158,269	679,338	691,906	703,624	714,730	725,117	730,049	730,049
Total Annual Requirements	$1,004,311	$1,178,559	$1,475,852	$985,231	$986,109	$986,137	$987,501	$988,146	$730,049	$730,049
Estimated Coverage	15.50	13.38	10.42	15.28	13.47	11.95	11.49	13.04	18.04	14.78

Notes: Civic Improvement Corporation (CIC) Bonds issued by the City of San Luis in 2005 and were refunded by bonds issued in 2014.
(1) Pledged revenues on the Civic Improvement Corporation (CIC) bonds are the "Excise Taxes", "State Shared Revenues", Licenses and Permit Fees, and Franchise fees. Excise Taxes are defined to include the transaction privilege and business taxes, which the City imposes.
State Shared Revenues are defined as any excise tax, transaction privilege and use taxes and income taxes imposed by the State of Arizona and allocated or apportioned to the City, except the City's share of any such taxes which by State law, rule or regulation must be expended for other purposes.
(2) Debt service requirements reflect the governmental portion of outstanding CIC issues.
Water and Wastewater allocations of CIC issues are excluded. Those portions are serviced by the Water Utility, Wasterwater Utility funds.

Source: Statement of Revenues, Expenditures and Changes in Fund Balances - Governmental Funds Debt service schedules - City financial records

CITY OF SAN LUIS, ARIZONA
PLEDGED REVENUE COVERAGE - EXCISE TAX REVENUE FUNDING BONDS SERIES 2014A & 2014B
ENTERPRISE PORTION
LAST EIGHT FISCAL YEARS

		Fiscal Year									
		2017	**2016**	**2015**	**2014**	**2013**	**2012**	**2011**	**2010**	**2009**	**2008**
Gross Revenues	(1)	$8,086,255	$7,506,930	$7,011,185	$6,045,693	$5,232,580	$4,869,271	$4,095,810	$3,866,459	$4,025,548	$3,412,469
Operating Expenses	(2)	3,589,621	4,388,160	5,387,500	4,315,552	4,259,081	4,042,114	3,954,072	3,061,620	3,222,085	3,069,232
Net Revenues available		$4,496,634	$3,118,770	$1,623,685	$1,730,141	$973,499	$827,157	$141,738	$804,839	$803,463	$343,237
Debt Service Requirements											
Principal	(3)	$726,900	$497,416	$497,416	$479,107	$460,797	$442,487	$427,229	$411,971	- $	- $
Interest	(4)	989,518	1,514,082	1,514,082	1,064,017	1,083,702	1,102,056	1,119,450	1,135,719	1,143,444	1,143,444
Total debt Expense		$1,716,418	$2,011,498	$2,011,498	$1,543,124	$1,544,499	$1,544,543	$1,546,679	$1,547,690	$1,143,444	$1,143,444
Ratio of Total Revenue/debt Expense		2.620	1.550	0.807	1.121	0.630	0.536	0.092	0.520	0.703	0.300

Notes:

Civic Improvement Corporation (CIC) Bonds issued by the City of San Luis in 2005 and were refunded by bonds issued in 2014.

(1) Includes total operating revenues and investment income of the Water Utility and Wastewater Utility Enterprise Funds.

(2) Includes total operating expenses of the Water Utility and Wastewater Utility Enterprise Funds less depreciation and amortization.

(3) Includes principal for Water and Sewer Revenue bonds, Water Infrastructure Finance Authority bonds, and the utility portion of the Municipal Development Authority bonds.

(4) Bond interest payments only. Does not include amortization of loss on refunding, capitalized interest, agent fees or amortization of bond issuance costs that are included in interest expense on the statement of revenues, expenses, and changes in net assets.

Source: Statement of Revenues, Expenses and Changes in Fund Net Assets - Proprietary Funds Repayment schedules for debt serviced by the Water and Sewer Utility Enterprise Funds

CITY OF SAN LUIS
Computation of Direct and Overlapping Debt
June 30, 2017

Jurisdiction	Debt Outstanding	Estimated Percentage Applicable		Estimated Share of Overlapping Debt
Yuma County	$6,634,000	5.34%	(1)	$354,256
Yuma County Library	38,320,000	5.34%	(1)	2,046,288
Yuma Union High School District No 70	50,665,000	5.34%	(1)	2,705,511
Subtotal Overlapping Debt				5,106,055
City of San Luis	14,602,702	100.00%		14,602,702
Total Direct and Ovelapping Debt				19,708,757

Sources: YUMA County Finance Department
Comprehensive Annual Financial Reports for overlapping jurisdictions

Notes: (1) Based on State and County abstract of the assessment Roll, Arizona Department of Revenue
(2) The amounts presented for the overlapping debt is as of 6/30/2016.

CITY OF SAN LUIS, ARIZONA
DEMOGRAPHIC AND ECONOMIC STATISTICS
LAST TEN FISCAL YEARS

Fiscal Year	(1) Population	(3) Personal Income	(2) Labor force	(2) Employment	(2) Unemployment	(2) Unemployment rate percentage
2017	32,540	$33,124	13,382	9,897	3,485	26.0%
2016	34,001	33,376	18,632	9,998	8,633	46.3%
2015	33,190	25,000	18,662	9,822	8,840	47.4%
2014	31,180	22,368	19,824	9,689	10,134	65.8%
2013	32,763	28,548	17,965	6,000	11,965	66.6%
2012	26,000	26,889	17,249	5,614	11,635	67.5%
2011	26,000	32,828	15,896	5,489	10,407	65.5%
2010	25,505	36,103	8,466	4,109	4,357	51.5%
2009	25,682	35,584	7,986	4,175	3,811	47.7%
2008	24,654	33,838	7,176	4,267	2,909	40.5%

Data Sources:

(1) Census Bureau
(2) AZ. Department of Economic Secutiry
(3) Greater Yuma Economic Development Corporation

CITY OF SAN LUIS, ARIZONA
MAJOR EMPLOYERS WITHIN THE CITY
CURRENT YEAR AND SEVEN YEARS AGO

	2017			2011 (1)		
Employer	# of Employees	Rank	Percentage of City Employment	# of Employees	Rank	Percentage of City Employment
Arizona State Prison	949	1	25.85%	653	2	11.90%
Gadsen Unified School District	900	2	24.52%	448	3	8.16%
ACT Call Center	702	3	19.12%	700	1	12.75%
Factor Sales	432	4	11.77%			
Walmart	275	5	7.49%	270	4	4.92%
City of San Luis	260	6	7.08%	230	5	4.19%
San Luis Detention Center	153	7	4.17%	80	7	1.46%
Basha's/Food City	-			100	6	1.82%
Total Employees	3,671		100.00%	2,481		45.20%

Source: Greater Yuma Economic Development Corporation

Notes:

(1) Data was tracked for City's 1st CAFR.

CITY OF SAN LUIS, ARIZONA
AUTHORIZED FULL-TIME EQUIVALENT CITY GOVERNMENT EMPLOYEES BY FUNCTION
LAST TEN FISCAL YEARS

	Fiscal Year									
Permanent Position by Function	2017	2016	2015	2014	2013	2012	2011	2010	2009	2008
General Fund										
General Government	56	58	55	57	57	54	52	51	56	56
Public Safety	89	94	85	90	90	87	86	77	72	72
Health and Welfare	3	4	4	2	2	2	2	3	3	3
Culture and Recreation	35	47	37	36	36	28	22	21	26	26
Community Development	9	9	8	9	9	9	9	11	10	10
Sub total General Fund	192	212	189	194	194	180	171	163	167	167
General Fund	192	212	189	194	194	180	171	163	167	167
Public Works & Streets	18	15	16	11	11	13	15	16	20	20
Enterprise Funds	50	32	32	32	32	26	30	31	33	33
Total Permanent Positions	260	259	237	237	237	219	216	210	220	220

Source: City Payroll

CITY OF SAN LUIS, ARIZONA
UTILITY STATISTICAL DATA - BILLINGS
LAST TEN FISCAL YEARS

	Utility Rate Increases & Average Bill									
	2017	**2016**	**2015**	**2014**	**2013**	**2012**	**2011**	**2010**	**2009**	**2008**
Water										
Average bill	$48.45	$48.03	$46.59	$45.05	$41.72	$38.31	$36.56	$33.92	$35.70	$33.58
% Increase	0.88%	3.09%	3.41%	7.98%	8.89%	4.80%	7.78%	-5.00%	6.31%	7.48%
Wastewater										
Average bill	$51.57	$48.40	$46.30	$37.33	$31.57	$29.41	$23.24	$22.10	$24.58	$21.30
% Increase	6.56%	4.52%	24.03%	18.25%	7.34%	26.53%	5.19%	-10.11%	15.40%	-4.96%
Residential Solid Waste										
Average bill	$17.03	$16.95	$16.86	$16.89	$17.11	$16.45	$15.89	$17.60	$17.66	$17.96
% Increase	0.47%	0.52%	-0.15%	-1.32%	4.07%	3.51%	-9.74%	-0.34%	-1.67%	4.16%

Source: City Customer Service and Billing records

CITY OF SAN LUIS, ARIZONA
UTILITY STATISTICAL DATA - ACCOUNTS
LAST TEN FISCAL YEARS

	Utility Accounts									
	2017	**2016**	**2015**	**2014**	**2013**	**2012**	**2011**	**2010**	**2009**	**2008**
Water										
Number of Accounts	6,669	6,384	6,190	6,023	5,890	6,036	5,701	5,865	5,722	5,316
% Increase	4.46%	3.13%	2.77%	2.26%	-2.42%	5.88%	-2.80%	2.50%	7.64%	4.13%
Wastewater										
Number of Accounts	6,495	6,216	5,990	5,827	5,688	5,597	5,514	5,491	5,264	4,869
% Increase	4.49%	3.77%	2.80%	2.44%	1.63%	1.51%	0.42%	4.31%	8.11%	3.97%
Residential Solid Waste										
Number of Accounts	6,113	5,825	5,643	5,549	5,366	5,249	5,172	5,330	5,082	4,857
% Increase	4.94%	3.23%	1.69%	3.41%	2.23%	1.49%	-2.96%	4.88%	4.63%	3.80%

Source: City Customer Service and Billing records

CITY OF SAN LUIS, ARIZONA
UTILITY STATISTICAL DATA - RATES

Charges for Water Services
Based Minimum Monthly Bill

	Service Fees				
	Residential		Commercial/Government/School		
Meter Size	1st 2,000 G	Excess/000's	1st 2,000 G	Commercial / Gov't Excess/000's	School
5/8" - 3/4"	$13.53	$2.07	$34.41	$2.61	$2.89
1"	N/A	N/A	57.47	2.61	2.89
1 ½"	N/A	N/A	114.60	2.61	2.89
2"	N/A	N/A	183.42	2.61	2.89
3"	N/A	N/A	401.61	2.61	2.89
4"	N/A	N/A	1,376.54	2.61	2.89
6"	N/A	N/A	2,867.80	2.61	2.89
8"	N/A	N/A	4,129.63	2.61	2.89

Charges for Waste-Water Services
Based Minimum Monthly Bill

		Service Fees			
		Residential		Commercial / Gadsden school	
Meter Size		Base	Excess/000's	Base	Volume/000's
Senior 60+ yrs		$19.84	N/A	N/A	N/A
5/8" - 3/4"		$39.21	N/A	$24.02	$2.42
1" - 8"		N/A	N/A		Varies
2"	School	$24.02	$2.42	$201.78	N/A
	Gadsden	$54.18	N/A	$74.85	

Source: City Customer Service and Billing records

CITY OF SAN LUIS, ARIZONA
UTILITY STATISTICAL DATA
LAST TEN FISCAL YEARS

	2017	2016	2015	2014	2013	2012	2011	2010	2009	2008
Miscellaneous data on water utility										
Annual Consumption (000's gal)	1,067,585	1,041,105	1,023,995	1,080,987	962,719	1,025,510	1,122,644	1,052,673	1,030,064	1,089,127
Avg gallons/account/month	13,340	13,590	13,786	14,956	13,621	14,158	16,410	15,387	14,636	15,862
Avg gallons/account/year	160,082	163,080	165,427	179,477	163,452	169,899	196,920	184,647	175,629	190,340
Avg. daily demand (MGD)	445	453	460	499	454	472	547	513	488	529
Peak demand (MGD)	3.81	3.43	3.43	3.43	3.43	3.43	3.43	3.33	3.23	3.23
Number of wells in system	12	12	12	12	12	12	12	12	12	12
Available storage capacity (million Gallons)	4,052	4,025	4,025	4,025	4,025	4,025	4,025	4,025	4,025	4,025
Miscellaneous data on wastewater utility										
Treatment plant capacity (000's)	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500
Annual wastewater treated (000's)	458,763	465,867	471,403	463,767	457,864	437,574	445,704	437,715	433,508	418,973
Average daily flow (000's)	1,286	1,340	1,340	1,340	1,340	1,340	1,340	1,340	1,340	1,340
Miscellaneous data on solid waste service										
Tons of waste collected and disposed	21,479	10,306	9,681	10,610	9,013	9,523	9,066	13,053	10,952	N/A

Source: City Customer Service and Billing records
Public Works records

CITY OF SAN LUIS, ARIZONA
BUILDING PERMITS AND HOME SALES
LAST TEN FISCAL YEARS
($'s in 000's)

Building Permits
Fiscal Year

	2017	2016	2015	2014	2013	2012	2011	2010	2009	2008
Commercial										
Number of Permits	6	16	16	16	16	16	13	12	12	16
Value	$7,091,021	$51	$128	$2,181	$204	$5,773	$7,560	$1,048	$3,629	$3,059
Residential										
Number of Dwelling Units	267	169	159	112	120	85	68	182	245	193
Value	$35,338,926	$24,850	$24,530	$16,908	$20,166	$13,147	$11,078	$20,338	$24,754	$21,041
Other										
Number of Permits	180	523	318	200	138	161	134	127	162	216
Value	$9,601,189	$10,652	$2,146	$19,089	$3,649	$1,157	$1,554	$1,165	$2,652	$2,736

Single Family Housing Sales
Calendar Year

	2017	2016	2015	2014	2013	2012	2011	2010	2009	2008
New units sold	228	-	88	56	118	114	63	85	218	231

Source: City Development Services

CITY OF SAN LUIS, ARIZONA
OPERATING INDICATOR BY FUNCTION
LAST TEN FISCAL YEARS

	Fiscal Year									
	2017	**2016**	**2015**	**2014**	**2013**	**2012**	**2011**	**2010**	**2009**	**2008**
GENERAL GOVERNMENT										
Court										
Charges filed/ Charges adjudicated(resolved)	3,317	3,734	3,989	4,630	7,214	4,449	3,385	4,225	3,248	4,621
Charges dismissed	1,037	841	938	1,019	8,469	690	847	835	798	1,501
Human Resources										
# of employment Applications Processed	3,047	1,643	750	530	601	44*	40*	306	**	**
Finance										
# of Accounts Payable checks issued	4,785	4,264	4,201	3,848	3,739	3,723	3,929	4,329	3,901	**
# of Claims filed, injured or ill workers	16	13	29	27	18	16	**	**	**	**
# of electrical inspections performed	**	3	1	8	10	6	1	**	**	**
Notice of claims	3	2	4	1	6	6	**	**	**	**
PUBLIC SAFETY										
Police										
# of 911 Emergency and Animal Calls	4,889	5,920	5,483	5,694	5,046	**	**	**	**	**
# of Traffic Stops	5,220	4,681	6,393	6,834	9,439	**	**	**	**	**
# of Arrests	468	439	**	**	**	**	**	**	**	**
Fire										
# of Ambulance Transport Services	2,767	2,665	2,476	2,318	2,169	1,912	1,620	1,415	1,494	**
# of Fire & Hazmat Incidents	41	57	28	78	62	69	72	76	89	**
HEALTH AND WELFARE										
# of Meals served - Food Assistance	7,791	8,869	7,963	9,604	9,296	7,677	9,239	7,528	7,077	**
# of citywide transit ridership	9,538	10,661	8,136	9,243	8,378	6,323	5,190	4,096	3,699	**

Note: (*) Hiring Freeze
(**) Information is not available
Source: Various Departments:

CITY OF SAN LUIS, ARIZONA
CAPITAL ASSETS BY FUNCTION
LAST TEN FISCAL YEARS

	Fiscal Year									
	2017	**2016**	**2015**	**2014**	**2013**	**2012**	**2011**	**2010**	**2009**	**2008**
General Government										
City Hall										
Building	1	1	1	1	1	1	1	1	1	1
Vehicle	31	26	26	18	18	18	17	19	18	17
Public Safety										
Building	2	2	2	2	2	2	2	2	2	2
Vehicle	69	70	70	57	57	53	50	56	52	50
Culture & Recreation										
Building	3	3	3	3	3	3	3	3	3	3
Vehicle	39	33	33	23	23	22	19	19	14	13
Health and Welfare										
Building	2	2	2	2	2	2	2	2	2	2
Vehicle	3	3	3	5	5	6	6	6	6	6
Public Works and streets										
Building	1	1	1	1	1	1	1	1	-	-
Equipment	27	26	26	18	18	17	17	20	20	20
Enterprise										
Building	4	4	4	3	3	3	3	3	3	3
Equipment	61	51	51	44	44	49	47	48	49	47

Source: City records Finance Department

AGENDA ITEM REVIEW FORM

Regular City Council Meeting **6.B.**

Meeting Date: 04/11/2018

Department Head: Eulogio Vera, Director of Public Works, Public Works Department

Submitted By: Eulogio Vera, Director of Public Works, Public Works Department

Action Requested: Motion

ITEM:

Discussion and possible action on any and all matters regarding the City of San Luis accepting and ratifying slurry seal application services from American Pavement Preservation for application of Type 2 and Type 3 slurry seal as part of the 2018 Pavement Preservation Project. **(Eulogio Vera, Director of Public Works)**

SUMMARY:

In continuance of the 2018 Pavement Preservation Program, staff recommends that the City accepts services offered by American Pavement Preservation, for a total amount not to exceed **$220,000.00**. The City would piggyback on a contract that the City of Yuma has with American Pavement Preservation, Slurry Seal Service, BID#2016-20000024. The City of Yuma completed the full bidding process for slurry services in 2016 for a 5-year contract, which allows for a cooperative use of the contract. We will comply with states cooperative purchasing under A.R.S. §41-2632(2).

This request also complies with the San Luis Purchasing Code Section 36.09, Cooperative Purchasing. The justification for Cooperative Purchasing under San Luis Purchasing Code is that another entity (in this case the City of Yuma) went out to bid, so duplicating the expense of the bidding process is not cost effective where the result will likely be the same cost Yuma already got under its bid. $220,000.00 is under the state law threshold for bidding out for street construction which is $227,925.

Some services have already been completed, so staff is asking for ratification of such work that has been completed and approval to go forward with more pavement preservation while American Pavement Preservation is in our area. Attached is a map showing the streets which are receiving slurry as well as a map which shows streets that have received either slurry or chip seal to this date.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO RATIFY AND APPROVE AMERICAN PAVEMENT PRESERVATION FOR SLURRY SEAL APPLICATION SERVICES IN A TOTAL AMOUNT NOT TO EXCEED $220,000.

N/A

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:	Yes
CITY/STATE/FEDERAL FUNDS:	HURF
TOTAL:	$220,000.00
BUDGETED AMOUNT:	$450,000.00

AVAILABLE AMOUNT TO TRANSFER: N/A

ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE: Acct#200-210-90010/Balance $479,670.00

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

HURF Capital Outlay - Improvement Roads
Acct#200-210-90010/Balance $479,670.00

Attachments

City of Yuma Formal Bid
City of Yuma 5-yr Contract
April 2018 Map
Pavement Preservation to Date Map
Resolution No. 878
Cooperative Agreement

CITY OF YUMA
PURCHASING DIVISION
NOTICE OF INVITATION FOR FORMAL BID

BID NUMBER: 2016-20000024

BID TITLE: Slurry Seal Services

BID DUE DATE AND TIME:

Tuesday, September 15, 2015 @ 2:00 pm Arizona Time

SCOPE OF WORK: Purchase and Delivery of Slurry Seal Services. This will be a one-year contract with the option to renew for four additional one-year periods, one period at a time based on performance and availability of funds.

BID OPENING AND SUBMITTAL LOCATION:

Please submit your bid to:

City of Yuma
Purchasing Division
One City Plaza
Yuma, AZ 85364-1436

Vendor shall return the Bid Form in a sealed envelope that clearly identifies the bid number, vendor's name and address. Bids must be received in the office of Purchasing Division, One City Plaza, Yuma, Arizona 85364 no later than the time stated in the bid. The time/date recorder located in the Purchasing Division Office will be used to record the official time of receipt.

SPECIAL NOTE: All Bidders must register with www.AZPurchasing.org. Please be advised if this solicitation is received by other than downloading the solicitation directly from www.AZPurchasing.org, you may not receive all the required documents. The City of Yuma will not accept any bids that are not on a City of Yuma Bid Form, which accompanies this solicitation.

VENDORS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE BID.

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CITY OF YUMA
PURCHASING DIVISION

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BID FORM (Return All Pages)

VENDOR CHECKLIST
****IMPORTANT****

- □ The appropriate principal of the firm has signed the bid.
- □ The bid prices offered have been reviewed and include shipping cost.
- □ The price extensions and totals have been checked. Unit prices will prevail.
- □ Any required samples or descriptive literature have been included.
- □ All individual samples or descriptive literature have been identified with Vendor's name and City's bid number.
- □ If required, the bid surety has been included.
- □ Bid Package and/or Envelope have been identified with Vendor's name, bid number and bid title.
- □ Documents, forms, and any information identified as part of the bid submittal have been included.
- □ All pages marked "Return This Page" have been properly filled in and returned.
- □ Signed and returned the Arizona Revised Statutes Compliance Form (last page of Bid Form).

INSTRUCTIONS TO VENDORS

IT IS THE RESPONSIBILITY OF ALL VENDORS TO EXAMINE THE ENTIRE BID AND SEEK CLARIFICATION OF ANY ITEM OR REQUIREMENT THAT MAY NOT BE CLEAR AND TO CHECK ALL RESPONSES FOR ACCURACY BEFORE SUBMITTING A BID.

1. COMMUNICATIONS WITH THE CITY:

All Vendor communication (phone, fax, email, mail, courier, overnight deliver, or other service) concerning this Bid must be directed to the Purchasing Division. The Point of Contact is

City of Yuma Purchasing Division
Attn: Mary E. Roman, Buyer
(928) 373-5114 - Telephone
(928) 373-5115 – Fax
Mary.Roman@YumaAz.gov

Unless authorized by the individual above, no other City official or City employee is empowered to speak for the City with respect to the Bid. Any Vendor seeking to obtain information, clarification, or interpretations from any other City official or City employee other than the person identified above, is advised that such material is used at the Vendors own risk. The City will not be bound by any such information, clarification, or interpretation.

At no time prior to award of bid will Vendor have any communication with any City employee, except the person identified above. Contact by a Vendor regarding this Bid with a City employee other than a Purchasing Division representative may be considered grounds for rejection of the bid submitted.

As questions submitted require adequate time for response preparation, Vendors are asked to forward all questions to the person listed above, at least 72 hours prior to the date and time set forth for the opening of bids. The City will not guarantee questions received within 72 hours or less of bid opening can or will be addressed.

2. PRE-BID CONFERENCE:

If a pre-bid conference is scheduled, the date and time of this conference will be indicated in this document. Vendor attendance is highly recommended, though not mandatory. The purpose of this conference will be to clarify the contents of this bid in order to prevent any misunderstandings of the City's position. Any doubt as to the requirements of this bid or any apparent omission or discrepancy may be presented in writing or in person to the City at this conference. Oral statements or instructions will not constitute an amendment to this bid. The City will determine the appropriate action necessary, if any, and issue a written addendum to the bid.

3. PREPARATION OF BID:

A. All bids must be submitted on the forms provided in this bid and must not be altered in any manner. It is permissible to copy these forms as required.
B. All items must be new and unused, unless otherwise stated in the specifications.
C. The Price Page of the bid must be submitted with an original signature of an officer of the firm authorized to contract for the work, and if necessary must initial erasures, interlineations or other modifications in the bid.
D. No bid will be altered, amended or withdrawn after the specified time and date for opening bids.
E. Envelopes with insufficient postage will not be accepted by the City of Yuma.

4. ADDENDA:

Receipt and acceptance of a Bid addendum is to be acknowledged by signing and returning the document with the bid response.

INSTRUCTIONS TO VENDORS

5. BID SUMMARY:

Vendor will provide all bid information and must answer all conformance questions as requested.

6. TAXES:

Unless specifically required in this bid, do not include any sales tax, use tax, or Federal Excise Tax in your bid pricing. Unit price will not include any tax. Taxes may be added to invoices and must be current Arizona State Tax and your local tax as applicable.

7. FEDERAL EXCISE TAX:

The City of Yuma is exempt from Federal Excise Tax for petroleum products including Federal Transportation Tax.

8. INVOICING:

In order to receive prompt payment for goods or services to the City of Yuma, the vendor is required to submit an original invoice to City of Yuma Finance Department/Accounting Division, One City Plaza, Yuma, Arizona 85364-1436 or email to payables@YumaAz.gov as indicated on the Purchase Order. Invoices must show:

1) City Purchase Order Number & Contract (Bid) Number
2) Complete descriptions of the goods or services furnished
3) Quantity
4) Unit prices and extensions
5) All applicable taxes
6) Name of department/division to which shipment was made
7) In addition, the invoice should include the vendor's invoice number and contact information.

Note: Invoices for work performed during the month of June must be received no later than the end of the first week in July, for City of Yuma fiscal year end closing purposes.)

9. WITHDRAWAL OF BID:

A Vendor may withdraw a bid prior to the deadline for bid submittal by submitting a request for its withdrawal. Bids received after the time for opening bids or received at any place other than the place specified will not be considered. Except as otherwise provided by regulation, all decisions to permit the correction or withdrawal of bids, or to cancel awards or contracts based on bid mistakes must be submitted in writing and must also be supported by a written determination made by the Purchasing Agent.

10. PROTESTS:

Any actual or prospective Vendor who is aggrieved in connection with this bid or award may protest to the City Council. The protest must be submitted in writing to the City Administrator within ten days after such aggrieved person knows or should have known of the facts giving rise, and the City Administrator will place same on the next Council agenda if not resolved prior to that time.

11. POLICY ON NON-DISCRIMINATION ON THE BASIS OF DISABILITY:

A. In accordance with the Americans with Disabilities Act (ADA) and Section 504 of the Rehabilitation Act of 1973, the City does not discriminate on the basis of disability in the admission of or access to, or treatment or employment in its programs, activities, or services.

B. 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:

City of Yuma Human Resources Division
One City Plaza
Yuma, Arizona 85364-1436
(928) 373-5127 or (928) 373-5149 (TTY)

SPECIAL TERMS AND CONDITIONS

ANALYSIS AND TEST: When deemed necessary, samples of materials may be taken at random from stock received for submission to a commercial laboratory or other appropriate agency, for analysis and test as to whether the material conforms in all respects to the specifications. In cases where commercial laboratory reports indicate that the materials do not meet the specifications, the expense of such analysis is to be borne by the Vendor holding the contract.

ANNUAL CONTRACTS: Vendor will hold firm, fixed pricing for a period of twelve months after notice of award. Vendors may also be requested to make multiple deliveries to one or more locations, at no additional cost to the City.

AWARD OF BID: A primary and secondary Vendor may be awarded this bid, if required, to ensure goods or services are available on an "as needed" basis. If the primary Vendor indicates that he cannot deliver by the City's required deadline, the City reserves the right to contact the secondary Vendor.

BRAND NAMES: Unless otherwise specified, the mention of a particular manufacturer's brand name or number in the specifications does not imply that this particular product is the only one that will be considered for purchase. This reference is intended solely to designate the type of quality of merchandise that will be acceptable. Alternate offers will be considered and must include descriptive literature and/or specifications. Failure to provide descriptive literature and/or specifications with alternate offers may be considered non-responsive.

CLEAN UP: The Vendor must at all times keep the area, including storage areas used, free from accumulations of waste material or rubbish and prior to completion of the work, remove any rubbish from the premises and all tools, scaffolding, equipment, and materials not the property of the City. Upon completion of the repair, the Vendor must leave the work and premises in a clean, neat and workmanlike condition.

CONTRACT EXTENSION: In the event the City does not opt to renew the contract or the City and Vendor(s) are unable to reconfirm or renegotiate unit rates for another year, the City will have the option of extending this contract at the current rates, but not-to-exceed six months total.

COOPERATIVE USE OF CONTRACT: The City of Yuma, Arizona has entered into interactive purchasing agreements with other political subdivisions, cities and towns in order to conserve resources reduce procurement costs and improve the timely acquisition and costs of goods or services. The Vendor(s) to whom this contract is awarded may be requested by other parties to said interactive purchasing agreements to extend to those parties the right to purchase goods or services provided by the Vendor(s) under this contract, pursuant to the terms and conditions stated herein.

EMERGENCY DELIVERIES: The City may purchase goods or services required under "emergency" situations, after-hours, or on weekends.

EXPANSION CLAUSE: This contract may be further expanded to include any other item normally offered by the Contractor, as long as the price of such additional products is based on the same cost/profit formula as the listed items.

INSURANCE: **Before the commencement of any services, the Vendor shall name the CITY, and its employees as Additional Insured** on all required insurance policies, except Workers' Compensation. Any insurance carried by the CITY, and its employees, is excess coverage, and not contributory coverage to that provided by the Vendor. All insurance policies are subject to approval by the CITY.

Failure to provide required coverage and failure to comply with the terms and conditions of this Agreement shall not waive the contractual obligations herein. Moreover, failure to provide evidence of required insurance as set forth below shall delay payment for services rendered. If the policy or policies are canceled or not renewed, the insurance company shall provide thirty (30) days written notice to the CITY prior to the effective date of such cancellation or termination.

The Certificate Holder must be named as follows: **City of Yuma, Yuma, Arizona**
All certificates are to be sent to: City of Yuma, Purchasing Division
One City Plaza
Yuma, AZ 85364-1436 or ***purchasingweb@yumaaz.gov***

A. Commercial General Liability

The policy shall include bodily injury, property damage, personal injury, and broad form contractual liability, and at least the minimum limits of the following:

• General Aggregate	$2,000,000
• Products – Completed Operations Aggregate	$500,000
• Personal and Advertising Injury	$500,000
• Blanket Contractual Liability – Written and Oral	$500,000
• Fire Legal Liability	$50,000
• Each Occurrence	$1,000,000

The policy shall be endorsed to include the following additional language: "The City of Yuma, its officials, officers, employees, and agents shall be named as additional insured's with respect to liability arising out of the activities performed by the Vendor".

All policies shall contain a waiver of subrogation against the City, its officials, officers, employees, and agents for losses arising from work performed by or on behalf of the Vendor.

SPECIAL TERMS AND CONDITIONS

B. Business Automobile Liability

The policy shall include bodily injury and property damage for any owned, hired, leased, borrowed, and/or non-owned vehicles used in the performance of this Agreement.

- Combined Single Limit (CSL) $500,000

If hazardous materials or wastes are transported, CA 9948 endorsement must be included and $3,000,000.00 per accident, limits for bodily injury and property damage will apply.

The policy shall be endorsed to include the following additional insured language: "The City of Yuma its officials, officers, employees, and agents shall be named as additional insured's with respect to liability arising out of the activities performed by or on behalf the Vendor involving automobiles owned, leased, hired, borrowed, and/or non-owned by the Vendor".

The policy shall contain a waiver of subrogation against the City, its officials, officers, employees, and agents for losses arising from work performed by or on behalf the Vendor.

C. Worker's Compensation and Employers' Liability

- Workers' Compensation: Statutory
- Employers Liability

Each Accident	$100,000
Disease – Each Employee	$100,000
Disease – Policy Limit	$500,000

The Vendor shall require sub-Vendors to provide Worker's Compensation and Employer's Liability with at least as much coverage as that provided by the Vendor.

All policies shall contain a waiver of subrogation against the City, its officials, officers, employees, and agents for losses arising from work performed by or on behalf of the Vendor.

D. The polices of insurance required under this section are to be primary insurance policies and any insurance policy maintained by the City is considered excess insurance. The existence of excess insurance policies should in no way be construed to limit the requirements of insurance described herein.

In the event, any of the above insurance policies are written on a "claims made" basis, coverage must extend for two years past completion and acceptance of the work or services as evidenced by annual Certificates of Insurance.

INDEMNIFICATION: To the fullest extent permitted by law, Vendor must indemnify, defend, and hold harmless the CITY, its agents, employees, officers, volunteers, and officials ("Indemnified Party") for, from and against all claims, liabilities, demands, damages, losses, and expenses, including attorneys' fees and litigation expenses, to which any such Indemnified Party may become subject, under any theory of liability whatsoever, ("Claims") to the extent that such Claims result from and/or arise out of the Vendor's intentional, reckless, or negligent acts, mistakes, errors, or omissions in performance of this Agreement. This includes any intentional, reckless, or negligent acts, mistakes, errors, or omissions of the Vendor's sub-Vendors employed directly or indirectly by the Vendor.

The amount and types of insurance coverage required above are minimum amounts and do not limit the scope of indemnity required.

PERMITS: The Vendor is responsible for procuring all permits and licenses, paying all charges, fees and sales tax, and giving any notices necessary and incident in performing the work. The City will exempt the Vendor from paying the standard fees for permits issued by the City provided all permits are issued, prior to the commencement of the work. The Vendor, at double the standard fee rate will pay for permits requested and issued after commencement of the work. The City will assume no responsibility for charges associated with these late rates.

PRICE ADJUSTMENT: The City's Purchasing and Contracts Manager and the user department will review documented requests for price increases after any contract has been in effect for one year. Any general price increase adjustment will only be made at the time of contract extension and will be a factor in the extension review process. The City Purchasing and Contracts Manager will determine whether the requested price increase or an alternate option, is in the best interest of the City. Any price adjustment will be effective upon the date of the contract extension.

PRICE REDUCTION:

If the contracted price is higher than the current Fair Market Value for the commodity, the City of Yuma may request the awarded vendor(s) to reduce the price to the current Fair Market Value.

The current awarded vendor may offer to the City of Yuma a price reduction adjustment at any time during the term of contract. The price reduction adjustment will become effective upon the City's receipt of notice.

STANDARD TERMS AND CONDITIONS

It is the City of Yuma's intent for these specifications to set the minimum standards to be used for the bidding of these products/services. Any references to Make, Model and Manufacturer are only to indicate minimum specifications for quality and performance. They are not intended to be restrictive in nature or to eliminate use of any other manufacturer's products.

VENDORS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE BID.

In compliance with bid specifications, Vendor offers and agrees to furnish any and all of the items or services enumerated at the unit price offered set opposite each item, delivered at the designated point(s) within the time specified. The Vendor also acknowledges that the Terms and Conditions of the Bid were carefully read and the appropriate sections were completed.

The award is subject to all legal requirements provided for in the City Charter or applicable City Ordinances, State and Federal Statutes.

All Vendors must disclose with their bid the name of any officer, director, or agent who is also an employee of City of Yuma. Further, all Vendors must disclose the name of any City employee who owns, directly or indirectly, an interest of ten percent (10%) or more in the Vendor's firm or any of its branches. Should the awarded Vendor permanently or temporarily hire any City of Yuma employee who is, or has been, directly involved with the Vendor prior to or during performance of the resulting contract, the contract will be subject to immediate termination by the City.

ADDENDA: Addenda issued during the time of bidding must be attached to and made a part of the contract documents.

AFFIRMATIVE ACTION: The Vendor will be an Equal Opportunity Employer and make a good faith effort to encourage minority employment and agrees to meet Federal and State guidelines.

Vendors doing business with the City of Yuma are prohibited from discriminating against any employee, applicant, or client because of race religion, color, disability, national origin, gender, or age with regard to but not limited to the following: employment practices, rates of pay or other compensation methods, and trainers selection.

ALTERNATE BID: Bids submitted as alternates, as "equals", or on the basis of exceptions to specific conditions of purchases and/or required specifications, must be submitted with an attachment referencing the specific paragraph numbers and adequately defining the exception submitted. Detailed product or service literature, suitable to evaluate, must be submitted with the bid. If no exceptions are taken, the City will expect and require complete compliance with the specifications and conditions of purchase.

AMERICAN MADE: Whenever possible, the goods, material, articles or equipment specified will be of United States origin and manufacture.

APPLICABLE LAWS: In the performance of this contract, Vendors must abide by and conform to any and all laws of the United States, State of Arizona and City of Yuma including but not limited to Federal and State executive orders providing for equal employment and procurement opportunities, the Federal Occupational Safety and Health Administration and any other Federal or State laws applicable to this contract.
This contract will be governed by the City, and the Vendor will have all remedies afforded each by the Uniform Commercial Code, as adopted in the State of Arizona, except as otherwise provided in this contract or in statutes pertaining specifically to the City. The laws of the State of Arizona will govern this contract and any suit pertaining to this contract may be brought only in courts in the State of Arizona. Lack of knowledge by the Vendor and any subcontractor will in no way be a cause for relief from responsibility.

ASSIGNMENT: This contract is not assignable unless both parties mutually consent otherwise in writing. The requirements of this contract are binding upon the heirs, executors, administrators, successors and assigns of both parties.

AUTHORITY: This bid as well as any resultant contract is issued under the authority of the City of Yuma Purchasing and Contracts Manager. No alteration of any resultant contract may be made without the express written approval of the Purchasing and Contracts Manager in the form of an official contract amendment. Any attempt to alter any contract without such approval is a violation of the contract and the City Charter and Code. Any such action is subject to the legal and contractual remedies available to the City inclusive of, but not limited to, contract cancellation, suspension and/or debarment of the Vendor.

AWARD OF BID: Awards will be made with reasonable promptness to the lowest responsible, responsive Vendor(s) whose offer(s) best conform to the bid and is in the best interest of the City. Other factors to be considered may include, but are not limited to, quality, uniformity of product, delivery time, and the Vendor's past performance on other contracts with the City. Awards may be made to other than the lowest price offer.
The City reserves the right to award any item or group of items of the bid, unless the Vendor has qualified the bid by specific limitation. A written award of acceptance, in the form of a purchase order as per specifications or written notice of award on City of Yuma stationery, mailed or delivered to the successful Vendor constitutes a binding contract without further action by either party. If contract award is $100,000.00 or over, it will be at the discretion of the City Council as to whether or not to make award, to whom, or to reject offers.
The City, not withstanding any other provisions of this bid (including attached documents), expressly reserves the right to:

1. Waive any insignificant defect or informality in any offer or bid procedure.
2. Reject any or all offers or
3. Re-issue the bid.

BID OFFER ACCEPTANCE PERIOD: In order to allow for an adequate evaluation, the City requires an offer in response to a bid to remain valid and irrevocable for 90 days after the bid opening time and date.

STANDARD TERMS AND CONDITIONS

CERTIFICATION: By signature in the offer section the Vendor certifies:

A. The submission of the offer did not involve collusion or other anti-competitive practices.
B. The Vendor will not discriminate against any employee, or applicant for employment in violation of Federal Executive Order 11246 or A.R.S. § 31-1461 Et. Seq.
C. The Vendor has not given, offered to give, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer.
D. The Vendor submitting the offer hereby certifies that the individual signing the bid is an authorized agent for the Vendor and has the authority to bind the Vendor to the contract.

CITY PROCUREMENT DOCUMENT: The Purchasing Division is issuing this bid. Vendor is not permitted to alter any portion of the bid document, and any attempt to do so will result in Vendor's offer being considered non-responsive. Vendor must not alter any portion of a resultant contract without the written approval of the Purchasing Division and any attempt to do so will be a violation of the contract. Any such action is subject to the legal and contractual remedies available to the City inclusive of, but not limited to, contract cancellation, suspension and/or debarment of the Vendor.

CLARIFICATIONS: The City reserves the right to obtain clarification from Vendor when necessary to arrive at full and complete understanding of bid response.

CONFLICT OF WORDING: Where an item in the bid specification conflicts with the Terms and Conditions, the bid specifications will prevail and control.

CONTRACT: Upon acceptance of the Vendor's proposal the Vendor will, if requested by the City, execute and enter into a formal contract that is satisfactory to the Vendor and the City, to secure the contract required to protect the City.

CONFIDENTIAL INFORMATION: Proposals submitted to the City will be reviewed and evaluated by only those persons who have a legitimate interest. The City cannot guarantee the confidentiality of any information provided in the proposal and all items submitted as part of the Vendor's proposal will be available for public inspection to the extent required by public records disclosure laws after proposals have been received by the City.

To the extent possible, the City will provide Vendor with 48 hours written notice of any public records disclosure request relating to Vendor's documents to allow Vendor to seek a protective order from the Court. Vendor agrees to indemnify, defend, and hold the City harmless for any damages resulting from the City's failure to disclose information under the terms of this section. The City reserves the right to use any or all ideas presented in any reply to this proposal. Selection or rejection of the proposal does not affect this right.

CONTRACT ADMINISTRATION: The Purchasing Division and an authorized representative of the primary user department will jointly administer this contract. All questions regarding this contract after award must be referred to an authorized representative for resolution.

CONTRACT AMENDMENTS: Any adjustments, alterations, additions, deletions, or modifications in the terms and/or conditions of this contract must be made by written change order approved by the City. If Vendor performs any modification without written change order, the City will not be obligated to accept said modifications.

CONTRACT DEFAULT: The City, by written notice of default to the Vendor, may terminate in whole or any part of this contract in any one of the following circumstances:

A. If the Vendor fails to make delivery of the supplies or to perform the services within the time specified: or
B. If the Vendor fails to perform any of the provisions of this contract and fails to remedy the situation within the specified period of time in the notice.

In the event the City terminates this contract in whole or part, the City may procure goods or services similar to those terminated, and the Vendor may be liable to the City for any excess costs for such similar goods or services.

CONTRACT LENGTH: The contract will remain valid for a period of one year from date of issuance of purchase order or Notice of Award, unless otherwise noted.

CONTRACT TERMINATION: Either party may terminate the contract upon 30 days written notice by one party to the other. Both parties will perform in accordance with the contract prior to the effective termination date. The City may at any time cancel the contract for cause without penalty or liability on the part of the City.

The City reserves the right to cancel any resultant contract upon 30 days written notice when, in the City's judgment, the workmanship, quality, performance of the goods or services of this contact are rendered unsatisfactorily or do not conform to the contract.

CURRENT PRODUCT: All bid offers made in response to this bid will be in current and ongoing production; will have been formally announced for general marketing purposes; will be a model or type currently functioning in user (paying customer) environments and capable of meeting or exceeding all specifications and requirements set forth in this bid. Enhancements to established products need not necessarily comply with this clause, and will be reviewed on individual merits.

DEFECTIVE PRODUCT: All defective products must be replaced and exchanged by the Vendor. The Vendor will pay for the cost of transportation, unpacking, inspection, repacking, reshipping or other like expenses. The City must receive all replacement products within the specific period of time stated in the notice.

STANDARD TERMS AND CONDITIONS

DELIVERY: Unless otherwise stated, the goods or services, specified or called for in or under this bid, must be delivered or completely performed by the successful Vendor within the period set out herein as the guaranteed period of delivery or completion after receipt of order. The Vendor agrees to make deliveries, only upon receipt of a duly signed and approved purchase order issued by the City of Yuma Purchasing and Contracts Manager or designated representative. Delivery made without such purchase order will be at Vendor's risk.

DISCOUNTS: Prompt payment discounts will be considered in making the award provided the discount period is sufficient to allow the City to make payments in the regular course of business. If a discount is offered, time is computed from the date of receipt of goods or services, or from the date a correct invoice is received, whichever is the later date. Payment is deemed made on the date the check is issued.

EVALUATION: In an Invitation for Bid, award(s) will be made to the lowest responsible and responsive Vendor whose bid conforms in all material respects to the requirements and criteria set forth in the Invitation for Bid. The City will be the sole judge as to the acceptability of the products and/or services offered.
Evaluation criteria will include, but not be limited to:

1. Conformity with bid specifications, performance requirements, terms and conditions, Vendor instructions and any other contractual clauses and or requirements.
2. Operational compatibility with existing City resources, as applicable;
3. Availability of competent service and prompt delivery of goods or services;
4. Having legally required licenses, certifications and/or qualifications to perform the contract;
5. Cost consideration including item pricing, delivery, installation, operation and life cycle and costs, Vendor's financial capability to perform the contract, and any other factors that would be advantageous to the City;
6. Record of past performance and integrity on City and/or other public agency contracts; and
7. Production capability of equipment as determined by product samples, customer references, and/or City inspection

FORCE MAJEURE: The parties to the contract will be excused from performance during the time and to the extent that they are prevented from obtaining, delivering or performing by act of God, fire, strike, loss or shortage of transportation, facilities, lock-out, commandeering of materials, products, plants or facilities by the government, when satisfactory evidence is presented to the City, provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the party not performing.

FREIGHT: Prices will be Free On Board (FOB) Destination to the delivery location designated herein. Vendor will retain title and control of all goods until they are delivered and the contract has been completed. The City will notify the Vendor promptly of any damaged goods and will assist the Vendor in arranging for inspection. All risk of transportation and all related charges will be the responsibility of the Vendor. The Vendor must file all claims for visible or concealed damage.

FUNDING: Any contract entered into by the City of Yuma is subject to funding availability. The fiscal year for the City of Yuma is July 1, to June 30. The City Council approves all budget requests. If a specific funding request is not approved, the contract may be terminated.

GRATUITIES: The City may, by written notice to the Vendor, cancel this contract if it is found that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Vendor or any agent or representative of the Vendor, to any officer or employee of the City making any determinations with respect to the performing of such contract. In the event, this contract is canceled by the City pursuant to this provision, the City will be entitled to recover or withhold from the Vendor the amount of the gratuity in addition to any rights and remedies.

INDEMNIFICATION: The Vendor must indemnify and defend the City, its agents and employees against all claims, damages, losses, and expenses resulting from the Vendor's intentional or negligent acts, mistakes or omissions in performance of the Contract. This includes any intentional or negligent acts, mistakes, or omissions of the Vendor's subcontractors. The amount and types of insurance coverage required does not limit the scope of indemnity.

INSPECTION: All goods or services are subject to final inspection and acceptance by the City. Goods or services failing to meet the requirements of this contract will be held at Vendor's risk and may be returned to the Vendor or reworked by the Vendor. If returned, the cost of transportation, unpacking, inspecting, repacking, reshipping or any other expenses are the responsibility of the Vendor.

INTERNET ORDERING CAPABILITY: The City may utilize the Internet to place orders under this contract.

LATE BIDS: Bids received after the time for opening bids or received at any place other than the place specified will not be considered. If a bid is received late the bid will not be considered and may be returned to the Vendor.

LICENSES: Vendor will maintain, in current status, all federal, state and local licenses and permits required for the operation of the business conducted by the Vendor as applicable to this contract. The Vendor and all of his employees or agents will secure and maintain in force such licenses and permits as are required by law, and by the City, in connection with the furnishing of goods or services requested.

LIENS: All goods or service must be free of all liens, and if the City requests, a formal release of all liens will be delivered to the City.

LOCAL PREFERENCE: Per the City of Yuma Ordinance No. 2010-04, the City Council has directed City Staff to grant up to a five-percent (5%) monetary preference to local dealers (local dealers means any dealer, person or firm within the city limits of the City of Yuma who has a valid City of Yuma business license) provided such preference is in the best interest of the City and further providing that such preference is stated in the bid offer. Such preference will not be granted where federal or state purchasing policies preclude such preference.

STANDARD TERMS AND CONDITIONS

NON-EXCLUSIVE CONTRACT: Any contract resulting from this Bid will be awarded with the understanding and agreement that it is for the sole convenience of the City of Yuma. The City reserves the rights to obtain like goods or services from another source when necessary. Only the City of Yuma Purchasing and Contracts Manager may approve off-contract purchase authorization. Approval will be at the discretion of the City of Yuma Purchasing and Contracts Manager and will be conclusive. However, approval will be granted only after a proper review and when deemed to be appropriate. Off-contract procurement will be consistent with the City Policies and Procedures.

NOTICE: All notices, requests, demands, consents, approvals, and other communications which may or are required to be served or given hereunder (for the purposes of this provision collectively called "Notices"), may be in writing and may be sent registered or certified United States mail, return receipt requested, postage prepaid, addressed to the party or parties to receive such notice as follows:

A. If intended for the City, to: City of Yuma, Purchasing Division, One City Plaza, Yuma, Arizona 85364-1436

B. If intended for the Vendor, to: The Vendor at the Vendor's address and the attention of the person named as provided in the offer of this contract.

OBJECTIONS: Any objection to the specifications and requirements as set forth in this bid must be filed in writing with the Purchasing Division 72 hours prior to bid opening.

ORDERING INSTRUCTIONS: Authorization for purchases under the terms and conditions of this contract will be made only upon issuance of a purchase order or document signed by an authorized agent. The purchase order will specify the items ordered, delivery instructions and any other pertinent information required. All City and Vendor documents must reference the resultant contract number.

PACKING AND SHIPPING: Vendor will be responsible for industry standard packing, which conforms to requirements of carrier's tariffs and Commerce Commission regulations. Containers must be clearly marked as to lot number, destination, address, and purchase order number.

PATENTS: The successful Vendor must agree to defend, at his own risk, all suits alleging infringement on any United States Patents by reason of the use and/or resale of items purchased under this bid.

PAYMENTS: Invoices will normally be paid within 30 days after receipt of services or invoice; whichever is later. The City reserves the right to review all payments made to the Vendor by auditing at a later date. Subject to such audit, the Vendor must immediately reimburse any overpayments.

PERMITS: The Vendor is responsible for procuring all permits and licenses, paying all charges, fees and sales tax, and giving any notices necessary and incidental to performing the work. The City will exempt the Vendor from paying the standard fees for permits issued by the City provided that all the permits are issued prior to the commencement of the work. Permits requested and issued after commencement of the work, will be paid for by the Vendor, and at double the standard fee rate, for which the City will assume no responsibility.

PERIOD OF TIME: Periods of time, stated as number of days, will be calendar days.

PREMATURE BID OPENING: No responsibility will be attached to a City employee for premature opening of a bid.

PREPARATION: The City will not reimburse the cost of developing, presenting or providing any response to this bid. Offers submitted for consideration should be prepared simply and economically, providing adequate information in a straightforward and concise manner.

PREPARATION OF SPECIFICATIONS BY PERSONS OTHER THAN CITY PERSONNEL: All specifications will seek to promote overall economy for the purposes intended and encourage competition and not be unduly restrictive in satisfying the City's needs. No person preparing specifications will receive any direct or indirect benefit from the utilization of specifications, other than fees paid for the preparation of specifications.

PRICE: The prices quoted on this bid will be based on the goods and/or services referred to herein, being delivered F.O.B. destination, freight, duty and all other charges prepaid, unless otherwise indicated herein. A detailed delivery ticket or piece tally, showing the exact quantity of goods and/or services must accompany each delivery. A representative's signature will not bind the City to accept the goods, material, articles or equipment covered.

PRODUCT DISCONTINUANCE: The City of Yuma may award contracts for particular products and/or styles as a result of this bid. In the event that the manufacturer discontinues a product or style, the City, at its sole discretion, may allow the Vendor to provide a substitute for the discontinued item. The Vendor must request permission to substitute a new product or style and provide the following:

A. A formal announcement from the manufacturer that the product or style has been discontinued.
B. Documentation from the manufacturer that names the replacement product or style.
C. Documentation that provides clear and convincing evidence that the replacement meets or exceeds all specifications required by the original bid.
D. Documentation that provides clear and convincing evidence that the replacement will be compatible with all the functions or uses of the discontinued product or style.
E. Documentation confirming that the price for the replacement is the same as or less than the discontinued style.

PROTECTION OF CITY PROPERTY: The Vendor will use reasonable care to avoid damaging City property. If the Vendor causes damages, the Vendor must replace or repair the damage at no expense to the city as directed by the Purchasing and Contracts Manager. If the Vendor fails or refuses to make such repair or replacement, then the Vendor will be liable for the cost thereof, which may be deducted from the contract price.

STANDARD TERMS AND CONDITIONS

PROVISIONS BY LAW: Each and every provision of law and any clause required by law to be in this contract will be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the contract will forthwith be physically amended to make sure insertion or correction.

PUBLIC RECORD: All offers submitted in response to this bid will become the property of the City and will become a matter of public record available for review, in accordance with the City's Charter.

QUANTITIES: The quantities requested are estimates based upon available information. The City reserves the right to adjust the quantities as necessary. The quantity of goods and services ordered must not be exceeded or reduced without the City's permission in writing except in conformity with acknowledged industry tolerances.

REJECTIONS: The City and/or City Council may reject any part of or all bids whenever it is deemed in the best interest of the City. The City may also waive any minor informalities or irregularities in any bid.

RIGHTS AND REMEDIES: No provisions of this bid or in the Vendor's bid response will be construed, expressly or by implication, as a waiver by the City or any existing or future right and/or remedy available by law in the event of any claim of default or breach of contract. The failure of the City to insist upon strict performance of any term or condition of the contract or to exercise or delay the exercise of any right or remedy provided in the contract, or by law, will not release the Vendor from any responsibilities or obligations imposed by the contract or by law, and will not be deemed a waiver of any right of the City to insist upon the strict performance of the contract.

SAMPLES AND/OR DEMONSTRATIONS: Samples and/or demonstrations may be requested if item is other than specified. When required, such samples and/or demonstrations are to be furnished after the date of bid opening only upon request of the City unless otherwise stated in the bid proposal. If samples and/or demonstrations should be requested unless otherwise authorized, the City must receive such samples and/or demonstrations within a specific period of time as stated in the formal request. When required, the City may request samples and/or demonstrations of any item bid prior to the award of any contract.

Bid samples must be an exact and true representative sample of the actual material offered. Each bid sample must be properly tagged or labeled with the name of the Vendor and manufacturer, the bid opening date, and the bid number. Bid samples must be provided at no additional cost to the City. Samples not used for test will be returned to the Vendor, at the Vendor's expense.

Furthermore, the City reserves the right to secure additional samples from the actual material supplied. In the event the samples fail to conform to the contract requirements, the Vendor will immediately replace the portion of the delivered commodity with acceptable materials conforming to the contract requirements at no cost to the City.

SITE CONDITIONS: Vendor must make all investigations necessary to thoroughly inform themselves regarding site conditions for delivery of goods or services as required in this bid. Failure of the Vendor to thoroughly investigate site conditions will not be:

A. Accepted as a basis for failure to fulfill the requirements
B. A basis for variance of compensation

SUBSEQUENT EMPLOYMENT: The City may cancel this contract without penalty or further obligation pursuant to the A.R.S. §38-511 if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the City is or becomes, at any time while the contract or any extension of the contract is in effect, an employee of or a consultant to any other party to this contract with respect to the subject matter of the contract. Such cancellation will be effective when the parties to this contract receive written notice from the Purchasing & Contracts Manager, unless the notice specifies at a later date.

SUBMITTAL: It is the Vendor's sole responsibility to ensure the delivery and receipt of bid submittal to the City of Yuma, Purchasing Division, prior to bid opening time. Bids and modifications or withdrawals received after the time set for the bid opening will not be considered. Bids must be submitted on the forms furnished.

TAX: Taxes may be added to invoices and must be current Arizona State Tax and the Vendor's local tax. If the Vendor is an out-of-state Vendor, the City of Yuma will remit the Arizona Use tax directly to the State of Arizona.

TAX/DUTY CHANGES: The Vendor will be responsible for advising the City of any tax/duty change. If such a change occurs in tax or duty imposed for such goods or services before delivery, the appropriate increase or decrease will be made to compensate for such changes as of the effective date.

WARRANTIES: The awarded Vendor must fully warrant all products furnished hereunder against defect in materials and/or workmanship for a period of one year from date of delivery and complete acceptance by the City, unless indicated otherwise in bid specifications. Should any defect in materials or workmanship except ordinary wear and tear appear during the above stated warranty period, the awarded Vendor will repair or replace same at no cost to the City, immediately upon verbal or written notice from the City. A copy of the warranty must be provided at time of delivery. Failure to provide warranty at time of delivery will be considered as an incomplete delivery.

WITHDRAWAL: A Vendor may withdraw a bid prior to the deadline for bid submittal by submitting a request for its withdrawal. Except as otherwise provided by regulation, all decisions to permit the correction or withdrawal of bids, or to cancel awards or contracts based on bid mistakes, must be submitted in writing and must be supported by a written determination made by the Purchasing Agent.

WRITTEN AUTHORIZATION: No verbal arrangement or agreement, relating to the goods, or service specified or called for under this bid will be considered binding, and every notice, advice or other communication must be in writing and signed by a duly authorized person.

ADDITIONAL REQUIREMENTS

1.1 Prices quoted must remain firm-fixed for the first **TWELVE** months.

1.2 Vendor must indicate any minimum order requirements for each item listed in this invitation for bid. Preference may be given to a vendor that DOES NOT require minimum quantities on order. As stated on page 10, quantities requested are estimates based upon available information. The City reserves the right to adjust the quantities as necessary. The quantity of goods and services ordered must not be exceeded or reduced without the City's permission in writing except in conformity with acknowledged industry tolerances.

1.3 If any products vary from the specification, or if substitution or alternative are offered, such variations must be listed in writing on the conformance sheet and attach detailed item specification. The City reserves the right to waive minor deviations if the equipment is suitable for the intended purpose.

1.4 All material must be compatible to work together with current material.

1.5 Delivery hours are from 8:00 am – 3:00 pm Arizona Time, Monday through Friday, excluding holidays and weekends, unless other arrangements have been made between the awarded vendor and the City of Yuma.

1.6 As stated on page 5, this contract may be further expanded to include any other Slurry Seal Services normally offered by the vendor, as long as the price of such additional products is based on the same cost/profit formula as the listed items.

1.7 As stated on page 9, freight must always be F.O.B. Destination. No freight charges will be allowed for any item purchased under this agreement including special orders and emergency shipments.

1.8 Termination of Contract - The City of Yuma reserves the right to terminate any part of or the entirety of any contract that may result from this proposal, without cause and at any time with thirty calendar days written notice. In such case, the Contractor shall be paid for services rendered through the date of the termination notice, and the results of all such work (includes all documents and files) through that date shall become the property of the City of Yuma.

1.9 **Bid Bond** - All proposals must be accompanied by a certified check, cashier's check, or surety bond (**Attachment C**) payable to the City of Yuma - for at least ten percent of the total bid price as a guarantee that the Contractor will enter into a contract to perform the contract in accordance with the Formal Bid, within 10 days after the Notice of Award letter. A company authorized to transact surety business in the state of Arizona must issue the surety bond.

If the successful Contractor fails or refuses to execute the required Contract, Performance Bond, and Payment Bond within the time specified in the paragraph entitled "Award of Contract," the City will retain the bid guarantee proceeds as liquidated damages for delay in execution of the contract and as compensation for subsequent acceptance of a higher or less desirable proposal.

Bid guarantees will be returned to the unsuccessful Contractors immediately after the execution of a contract with the successful Contractor, and to the successful Contractor immediately after the contract is properly signed.

1.10 **Performance Bond and Payment Bond** - When the contract is signed, the successful Contractor will furnish surety bonds payable to the City of Yuma, from a surety company authorized to do business in the State of Arizona and represented by an agent doing business in the State of Arizona, as follows:

a. A performance bond **(Attachment D)** in an amount equal to one hundred percent of the contract value as surety for the faithful performance of the contract by the Contractor.

b. A payment bond **(Attachment E)** in an amount equal to one hundred percent of the contract value for the payment of just claims for materials, labor, and subcontractors employed by the contractor, as a guarantee of labor and materials used or incorporated in the work, and for the fulfillment of other requirements as may be required by law

SPECIFICATIONS

The slurry seal shall be a mixture of asphalt emulsion, mineral aggregate, mineral fillers and water properly proportioned, mixed and spread on the pavement surface in accordance with the International Slurry Surfacing Association (ISSA) recommended performance guidelines for emulsified asphalt slurry seal, A105 (revised) February 2010. Substitute the Buyer's Authorized Representative (B.A.R.) with the Street Superintendent when referring to the guidelines listed above. Please note that the following items shall be in accordance with Attachment A & B.

1. Emulsified asphalt to be CQS-1h. (Attachment A)
2. Aggregate grading to be Type II, as listed in Attachment A and B.

A. It will be the Contractor's responsibility prior to slurry sealing, to tab all street pavement markings with reflective polyurethane plastic markers on centerlines and lane striping. The pavement marking tabs are to be maintained by the contractor until final acceptance by the City. Prior to slurry sealing the Contractor must cover and protect ALL pavement markings such as crosswalks, stop bars and left/right turn arrows from the slurry.

B. The Contractor must provide all traffic control and traffic control devices for the project. The Contractor will use the latest version of Manual of Uniform Traffic Control Devices for all traffic control set up. All traffic control devices must be properly maintained for cleanliness, visibility, corrects positioning, and should have adequate retro reflectivity. All traffic control devices that are damaged, deteriorated, or have lost significant legibility, must be promptly replaced. Trained and knowledgeable traffic control personnel will be utilized to insure a proper set-up of material and maintenance of traffic control devices and to assist in the safe movement of vehicles through the traffic control zone. Any damage to the uncured slurry seal will be the responsibility of the Contractor.

C. The Contractor must provide a written notice to all residents, apartment managers, and businesses along the streets to be slurry sealed, 24 to 48 hours in advanced. The notices must indicate; what is to happen, when it will happen, parking availability, and access measures and indicate the CITY will pick up trash collection earlier than normal.

1. It will be the Contractor's responsibility to provide adequate sanitary facilities in the location of the project for use by the Contractor's employees.

2. The traffic must be protected by signing and barricading as described in the 2009 edition of the Manual of Uniform Traffic Control Devices and may be supplemented by the City Traffic Engineer if conditions warrant.

3. It will be the Contractor's responsibility to keep the City Police Department, Fire Department, School Transportation Department and U.S. Post Office informed of all restrictions to traffic flow due to the slurry seal operations.

4. A preconstruction conference will be required in order to review the awarded Contractor's work and traffic control plan. A tentative construction schedule will be worked out prior to and finalized at the preconstruction conference meeting. The Contractor will not start the project until the schedule is approved by City Staff. It is

at that time the Contractor will designate an employee other than the project superintendent, who is qualified and experienced in construction traffic control. This employee must be available to monitor and maintain safe barricading throughout the project. A traffic control plan must be submitted upon request from the City Traffic Engineer.

5. At reasonable intervals during the progress of the work, clean up and disposal of waste materials and debris on the project site will be required. Waste materials and debris must be disposed of at a legally established facility, or as directed by the Street Superintendent. The Contractor will be responsible for, and pay all costs for periodic and final cleanup of the site during construction.

6. It will be the Contractor's responsibility to keep all crosswalks, stop bars, directional arrows, manhole covers and rings; water valve covers rings and survey markers free from coverage by the slurry seal coating process. This work will be incidental and all-inclusive in the price per square yard.

7. The Contractor's on site superintendent will have a cellar telephone that is operational in the Yuma area. The Contractor must submit the available cellar telephone number or an alternative form of communication determined suitable by the Street Superintendent at the preconstruction conference. The form of communication will be considered incidental and be at no cost to the City.

8. Prior to the preconstruction meeting, the Contractor will be responsible for locating areas for storage of equipment and materials. The Contractor will be responsible for all spills, dust control measures, left over materials, and site clean-up of all areas selected for storage. In case of a spill, the Contractor shall follow the leak and spill containment recommendation on the specific products Material Safety Data Sheet. The City may assist the Contractor in locating storage areas when deemed necessary by the Street Superintendent.

D. Responsibilities of the City of Yuma

1. The City will be responsible for sweeping all streets prior to slurry seal application.
2. The City will provide a complete street listing identifying to and from cross streets.
3. The City will confirm daily totals of materials used and amount of square yards applied with the contractor.
4. The City will review and have final approval of the street schedule.

CITY OF YUMA
PURCHASING DIVISION
NOTICE OF INVITATION FOR FORMAL BID

BID NUMBER: 2016-20000024

BID TITLE: Slurry Seal Services

BID DUE DATE AND TIME:

Tuesday, September 15, 2015 @ 2:00 pm Arizona Time

SCOPE OF WORK: Purchase and Delivery of Slurry Seal Services. This will be a one-year contract with the option to renew for four additional one-year periods, one period at a time based on performance and availability of funds.

BID OPENING AND SUBMITTAL LOCATION:

Please submit your bid to:

City of Yuma
Purchasing Division
One City Plaza
Yuma, AZ 85364-1436

Vendor shall return the Bid Form in a sealed envelope that clearly identifies the bid number, vendor's name and address. Bids must be received in the office of Purchasing Division, One City Plaza, Yuma, Arizona 85364 no later than the time stated in the bid. The time/date recorder located in the Purchasing Division Office will be used to record the official time of receipt.

SPECIAL NOTE: All Bidders must register with www.AZPurchasing.org. Please be advised if this solicitation is received by other than downloading the solicitation directly from www.AZPurchasing.org, you may not receive all the required documents. The City of Yuma will not accept any bids that are not on a City of Yuma Bid Form, which accompanies this solicitation.

VENDORS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE BID.

CITY OF YUMA
Slurry Seal Services
Bid #2010000419

2/3/2016

American Pavement Preservation, LLC
Las Vegas, NV

Vendor Contact: **Eric Reimschiissel @ (702) 249-5811 or ericr@americanpave.com**

Delivery: 45 Days ARO **Payment: Net 30 Days**

1.	**Emulsified Asphalt to be CQS-1H**	
2.	**Type II Slurry Seal with CQS-1H TR (Tire Rubber Modified) or LMCQS**	
	12 lbs	**$1.1530**
	13 lbs	**$1.2490**
	14 lbs	**$1.3450**
	15 lbs	**$1.4400**
	16 lbs	**$1.5300**
3.	**Type III Slurry Seal CQS-1H (TR) (Tire Rubber Modified 18 to 20 lbs**	**$1.9200**
4.	**Any additional lbs per sq yd of aggregate would be $.0961 per lb per sq yd over the 12 lb agreed price**	

This information is not the official results but is for informational purposes only. Please contact the Purchasing Division for further information.

116012

City of YUMA

Purchase Order Number Must Appear On All Invoices, Bill of Lading and Any Correspondence.

Bill To
City of Yuma - Accounting
One City Plaza
YUMA, AZ 85364
Payables@YumaAZ.Gov

Ship To
Street Division
155 W 14th St
Yuma, AZ 85364

Purchase Order
No. 2016-40000388

11/22/15

Vendor 112143 AMERICAN PAVEMENT PRESERVATION LLC

Contact
AMERICAN PAVEMENT PRESERVATION LLC
4725 E CARTIER AVENUE
LAS VEGAS, NV 89115

Deliver by 10/20/16
Bid # 2016-20000024 1 of 5
Freight Terms
Buyer MARY E ROMAN
Contract #
Purchasing (928) 373-5114

Quantity U/M	Description	Unit Cost	Total Cost
250000.0000 DL	Reseal	$1.0000	$250,000.00

Item Description TYPE 2 AND TYPE 3 SLURRY SEAL
Detail Description To be ordered as needed:
1. Emulsified Asphalt CQS -1H - $1.017
2. Type II Slurry Seal with CQS-1H TR - $1.153
(TR - Tire Rubber Modified)

G/L Account	*Project*	*Amount*	*Percent*
101-40-31-STPM.6501 (Maintenance of Facilities)			100.00%

Total $250,000.00

Authorized Signature

Special Instructions
Approved by Council - October 21, 2015
Vendor Contact: Eric Reimschiissel @ (702)507-5444; ericr@americanpave.com
City of Yuma Contact Martin Agundez @ (928) 373-4548

The City's Standard Terms and Conditions can be found at www.YumaAz.gov

Formal Bid

SLURRY SEAL SERVICES BID FORM

COPY

City of Yuma
Bid #2016-20000024

INSTRUCTIONS: COMPLETE THE SHADED AREAS ONLY. Return this completed document in a sealed envelope by mail to: City of Yuma, Purchasing Division, One City Plaza, Yuma, Arizona 85364-1436, with the bid number, vendor's name and address. Return no later than the time and date as stated in the bid. For best results, please complete this as a fill form and do not hand write your data. No other price pages or format acceptable.

The Vendor hereby offers and agrees to furnish, deliver and install materials, labor and all costs associated and in compliance with all terms, conditions, specifications, and any addenda to this bid. Failure to comply with the aforementioned may result in disqualification of the bid.

Prices quoted must remain firm - fixed prices for the first TWELVE (12) months, renewable for four (4) additional one year terms, one year at a time. It will be the vendor's responsibility to notify City of any price change thirty (30) days prior to the anniversary date of contract renewal. Failure to do so may result in the denial of any increase requested. The contract will automatically be renewed annually at the same price (s) if no request has been received.

In the event of an unpredictable change in the market that affects the then current contract price, the Vendor may submit justification for a price adjustment. The Contract Administrator and Purchasing Agent will review the justification and determine applicable price adjustment. Upon return to normal market conditions, the price will be adjusted to the price established by the original contract terms. The Purchasing Agent will be the final authority on any price adjustment due to unpredictable market change. If the Vendor, Manufacturer or Supplier at anytime during the course of this contract, makes a general price decrease to the Vendor, the Vendor must promptly notify the City in writing and extend such decrease to the City effective on the date of such general price decrease.

SPECIAL NOTE: All Bidders must register with www.AZPurchasing.org. Please be advised if the solicitation accompanying this Bid Form is received by other than downloading the solicitation directly from www.AZPurchasing.org, you may not receive all the required documents. The City of Yuma will not accept any bids that are not on this Bid Form.

	Delivery is guaranteed within:	**15**	days, after Receipt of Order (ARO)?
Date	**September 15, 2015**		
To:	City of Yuma, Yuma, Arizona		
From:	Vendor *(Business Name)*	Owner's Name	
	American Pavment Preservation	**APP Holdings**	
	Physical Business Address *(No PO Box)*		
	4725 East Cartier Avenue		
	Mark if City or Town		
	City ☑ Town ☐		
	County		
	Clark County Nevada		
	City		
	Las Vegas		
	State & ZIP		
	Nevada 89115		
	Telephone Number	Cellular Telephone Number	
	702-507-5444	**702-249-5811**	
	Fax		
	702-644-0128		
	E-mail Address		
	ericr@americanpave.com		

Return This Page

SLURRY SEAL SERVICES
BID FORM

ITEM NO.	DESCRIPTION	EST QTY	UOM	UNIT COST	TOTAL COST
1.	Emulsified Asphalt to be CQS-1H	200,000	Sq Yds	$1.017	$203,400.00
2.	Type II Slurry Seal with CQS-1H TR (Tire Rubber Modified)	200,000	Sq Yds	$1.153	$230,600.00
PROMPT PAYMENT DISCOUNT: As stated in the "Standard Terms & Conditions", "Discounts" the price(s) quoted herein can be discounted by:		0	%, if payment is made within	30	days.

NOTE: Unless Prompt Payment Discount is specified above, A NET/30 will be considered in determining the bid award.

Federal Taxpayer ID #	88-0453460

This number will be in the format of XX-XXXXXXX or XXX-XX-XXXX, meaning that a taxpayer ID number is nine numbers only, no letters, and the format is for an employer ID number or a social security number. Do not list your State tax license number here.

Name of your City	Las Vegas Nevada
Your City's Sales Tax %	8.10%
City of Yuma Business License #	CNTR 006718 01 2015
Is your Business located in the City Limits of Yuma?	YES ☐ NO ☑

By signing this document, Vendor agrees that the offered products complies with all specifications and additional requirements as stated in this bid. If there are any specifications or requirements, which you cannot comply with, please name and describe the nonconformance in the area provided below.

I hereby state the products I am offering complies with all specifications and requirements as stated in this bid, and any nonconformance issued have been recorded below:

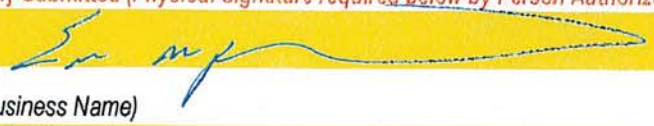
Item No.	Found on Page #	

If additional space is needed, please attach another sheet.

SLURRY SEAL SERVICES
BID FORM

Arizona Revised Statutes Compliance - Verification of Employment Eligibility
Verification of Employment Eligibility: Pursuant to A.R.S. § 41-4401, "After September 30, 2008, a government entity shall not award a contract to any Company or subcontractor that fails to comply with" the requirements of A.R.S. § 23-214. Section 23-214 imposes requirements upon employers to verify the employment eligibility of all its employees as set forth in that statute and its related definitions.
The City of Yuma will not enter into a contract with any Company or its providers or subcontractors that is/are not are in compliance with the requirements of A.R.S. § 23-214. All bidders and proposers agree and acknowledge that the City of Yuma is relying on the representations set forth in this Verification of Employment Eligibility form and would not consider a bid or proposal without the completion of this form by the bidder or proposer.
By signing below, Company, as named below, represents and warrants that this company is in full compliance with all federal, state, and local laws, rules, and regulations regarding employment eligibility of all its employees, including use of the requirements of A.R.S. § 23-214, and Company shall remain in compliance during the term of any (Contract)(Agreement) that it is awarded by the City of Yuma.
Company further represents and warrants that all providers or subcontractors providing goods or services under this (Contract)(Agreement) are in compliance with all federal, state, and local laws, rules and regulations regarding employment eligibility of all employees, including A.R.S. § 23-214, and that Company shall require all providers and subcontractors to remain in compliance during the term of any (Contract)(Agreement) that Company has with the City of Yuma.
Company shall defend, indemnify and hold the City of Yuma harmless from any loss, damage, expense, liability, penalty, claim, or fee (including reasonable attorneys fees) caused by or arising from, directly or indirectly, in whole or in part, any false or inaccurate representation set forth above, breach of any warranties set forth above, and/or any other failure to comply with A.R.S. § 23-214 or any other requirements of this Verification of Employment Eligibility form.
Under the provisions of A.R.S. § 41-4401, Company hereby warrants to the City that the Company and each of its subcontractors ("Subcontractors") will comply with, and are contractually obligated to comply with, all Federal Immigration laws and regulations that relate to their employees and AIR'S. § 23-214(A) (hereinafter "Company Immigration Warranty").
A breach of the Company Immigration Warranty shall constitute a material breach of this Contract and shall subject the Company to penalties up to and including termination of this Contract at the sole discretion of the City.
The City retains the legal right to inspect the papers of any Company or Subcontractors employee who works on this Contract to ensure that the Company or Subcontractor is complying with the Company Immigration warranty. Company agrees to assist the City in regard to any such inspections.
The City may, at its sole discretion, conduct random verification of the employment records of the Company and any of subcontractors to ensure compliance with Company's Immigration Warranty. Company agrees to assist the City in regard to any random verification performed.
Neither the Company nor any Subcontractor shall be deemed to have materially breached the Company Immigration Warranty if the Company or Subcontractor establishes that it has complied with the employment verification provisions prescribed by section 274A and 274B of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. § 23-214, Subsection A.
The provision of this Article must be included in any contract the Company enters into with any and all of its subcontractors who provide services under this Contract or any subcontract. "Services" are defined as furnishing labor, time or effort in the State of Arizona by a Company or subcontractor. Services include construction or maintenance of any structure, building or transportation facility or improvement to real property.

Respectfully Submitted *(Physical Signature required below by Person Authorized to sign)*



Vendor *(Business Name)*

AMERICAN PAVEMENT PRESERVATION LLC

Contact Name & Title

Eric M. Reimschiissel

Date September 15, 2015

CITY OF YUMA
BID #2016-20000024
SLURRY SEAL SERVICES

		Est Qty - Sq Yds	American Pavement Preservation Las Vegas, NV	Southwest Slurry Seal, Inc. Phoenix, AZ	VSS International Chandler, AZ
1.	Emulsified Asphalt to be CQS-1H	200,000	$1.017 $203,400.00	$1.210 $242,000.00	$1.480 $296,000.00
2.	Type II Slurry Seal with CQS-1H TR (Tire Rubber	200,000	$1.15 $230,600.00	$1.28 $256,000.00	$1.56 $312,000.00

This information is not the official results but is for informational purposes only.
Please contact the Purchasing Division for further information.

ATTACHMENT "A"

ISSA A105
Revised February 2010

Recommended Performance Guideline For Emulsified Asphalt Slurry Seal

A105 (Revised February 2010)

NOTICE

It is not intended or recommended that this guideline be used as a verbatim specification. It should be used as an outline, helping user agencies establish their particular project specification. Users should understand that almost all geographical areas vary as to the availability of materials. An effort should be made to determine what materials are reasonably available, keeping in mind system compatibility and specific job requirements. Contact ISSA for answers to questions and for a list of ISSA member contractors and companies.

International Slurry Surfacing Association
#3 Church Circle, PMB 250
Annapolis, MD 21401
(410) 267-0023
www.slurry.org

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RECOMMENDED PERFORMANCE GUIDELINE FOR EMULSIFIED ASPHALT SLURRY SEAL

1. SCOPE

The intent of this guideline is to aid in the design, testing, quality control, measurement and payment procedures for the application of Emulsified Asphalt Slurry Seal Surfacing.

2. DESCRIPTION

Slurry seal shall consist of a mixture of an emulsified asphalt, mineral aggregate, water, and additives, proportioned, mixed and uniformly spread over a properly prepared surface as directed by the Buyer's Authorized Representative (B.A.R.). The slurry seal shall be applied as a homogeneous mat, adhere firmly to the prepared surface, and have a skid-resistant texture throughout its service life.

3. SPECIFICATIONS

It is not normally required to run all tests on every project. A compilation of results from the listed tests should be indicative of system performance. Failure to meet specification for an individual test does not necessarily disqualify the system. If, for example, the system to be used on the project has a record of good performance, individual requirements for testing may be waived. Agency and testing methods are listed in the appendix (see Appendix A) and form a part of this guideline.

4. MATERIALS

4.1 EMULSIFIED ASPHALT

The emulsified asphalt, and emulsified asphalt residue, shall meet the requirements of AASHTO M 140 or ASTM D 977 for SS-1 or SS-1h. For CSS-1, CSS-1h, or CQS-1h, it shall meet the requirements of AASHTO M 208 or ASTM D 2397.
Each load of emulsified asphalt shall be accompanied with a Certificate of Analysis/Compliance to indicate that the emulsion meets the specifications.

4.2 AGGREGATE

4.2.1 GENERAL

The mineral aggregate used shall be the type specified for the particular application requirements of the slurry seal. The aggregate shall be crushed stone such as granite, slag, limestone, chat, or other high-quality aggregate, or combination thereof. To assure the material is 100 percent crushed, the parent aggregate will be larger than the largest stone in the gradation to be used.

4.2.2 QUALITY TESTS

The aggregate should meet agency specified polishing values and these minimum requirements:

TEST	TEST METHOD		SPECIFICATION
	AASHTO	ASTM	
Sand Equivalent Value of Soils and Fine Aggregate	T 176	D 2419	45 Minimum
Soundness of Aggregates by Use of Sodium Sulfate of Magnesium Sulfate	T 104	C 88	15% Maximum w/NA_2SO_4 25% Maximum w/$MgSO_4$
Resistance to Degradation of Small-Size Coarse Aggregate by Abrasion and Impact in the Los Angeles Machine[1]	T 96	C 131	35% Maximum

[1]The abrasion test is run on the parent aggregate.

4.2.3 GRADATION

When tested in accordance with AASHTO T 27 (ASTM C 136) and AASHTO T 11 (ASTM C 117), the mix design aggregate gradation shall be within one of the following bands (or one recognized by the local paving authority):

SIEVE SIZE		TYPE I PERCENT PASSING	TYPE II PERCENT PASSING	TYPE III PERCENT PASSING	STOCKPILE TOLERANCE FROM THE MIX DESIGN GRADATION
3/8	(9.5 mm)	100	100	100	
# 4	(4.75 mm)	100	90 - 100	70 - 90	± 5%
# 8	(2.36 mm)	90 - 100	65 - 90	45 - 70	± 5%
# 16	(1.18 mm)	65 - 90	45 - 70	28 - 50	± 5%
# 30	(600 um)	40 - 65	30 - 50	19 - 34	± 5%
# 50	(330 um)	25 - 42	18 - 30	12 - 25	± 4%
#100	(150 um)	15 - 30	10 - 21	7 - 18	± 3%
#200	(75 um)	10 - 20	5 - 15	5 - 15	± 2%

The gradation of the aggregate stockpile shall not vary by more than the stockpile tolerance from the mix design gradation (indicated in the table above) while also remaining within the specification gradation band. The percentage of aggregate passing any two successive sieves shall not change from one end of the specified range to the other end.

The aggregate will be accepted at the job location or stockpile based on five gradation tests sampled according to AASHTO T 2 (ASTM D 75). If the average of the five tests is within the stockpile tolerance from the mix design gradation, the material will be

accepted. If the average of those test results is out of specification or tolerance, the contractor will be given the choice to either remove the material or blend additional aggregate with the stockpile material to bring it into compliance. Materials used in blending must meet the required aggregate quality test specifications in Section 4.2.2 before blending and must be blended in a manner to produce a consistent gradation. Aggregate blending may require a new mix design.

Screening shall be required at the stockpile if there are any problems created by oversized materials in the mix.

Type I. This aggregate gradation is used to fill surface voids, address moderate surface distresses, and provide protection from the elements. The fineness of this mixture provides the ability for some crack penetration.

Type II. This aggregate gradation is used to fill surface voids, address more severe surface distresses, seal, and provide a durable wearing surface.

Type III. This aggregate gradation provides maximum skid resistance and an improved wearing surface.

4.3 MINERAL FILLER

Mineral filler may be used to improve mixture consistency and to adjust mixture breaking and curing properties. Portland cement, hydrated lime, limestone dust, fly ash, or other approved filler meeting the requirements of ASTM D 242 shall be used if required by the mix design. Typical use levels are normally 0.0 - 3.0 percent and may be considered part of the aggregate gradation.

4.4 WATER

The water shall be free of harmful salts and contaminants. If the quality of the water is in question, it should be submitted to the laboratory with the other raw materials for the mix design.

4.5 ADDITIVES

Additives may be used to accelerate or retard the break/set of the slurry seal. Appropriate additives, and their applicable use range, should be approved by the laboratory as part of the mix design.

5. LABORATORY EVALUATION

5.1 GENERAL

Before work begins, the contractor shall submit a signed mix design covering the specific materials to be used on the project. This design will be performed by a laboratory which has experience in designing Emulsified Asphalt Slurry Seal Surfacing. After the mix design has been approved, no material substitution will be permitted unless approved by the B.A.R.

ISSA can provide a list of laboratories experienced in slurry seal design.

5.2 MIX DESIGN

Compatibility of the aggregate, emulsified asphalt, water, mineral filler and other additives shall be evaluated in the mix design. The mix design shall be completed using materials consistent with those supplied by the contractor for the project. Recommended tests and values are as follows:

TEST	ISSA TB NO.	SPECIFICATION
Mix Time @ 77°F (25°C)	TB 113	Controllable to 180 Seconds Minimum
Slurry Seal Consistency	TB 106	0.79 – 1.18 inches (2.0 – 3.0 cm)
Wet Cohesion @ 30 Minutes Minimum (Set) @ 60 Minutes Minimum (Traffic)	TB 139 (For quick-traffic systems)	 12 kg-cm Minimum 20 kg-cm or Near Spin Minimum
Wet Stripping	TB 114	Pass (90% Minimum)
Wet-Track Abrasion Loss One-hour Soak	TB 100	75 g/ft^2 (807 g/m^2) Maximum
Excess Asphalt by LWT Sand Adhesion	TB 109 (Critical in heavy-traffic areas)	50 g/ft^2 (538 g/m^2) Maximum

The Wet Track Abrasion Test is performed under laboratory conditions as a component of the mix design process. The purpose of this test is to determine the minimum asphalt content required in a slurry seal system. The Wet Track Abrasion Test is not recommended as a field quality control or acceptance test. ISSA TB 136 describes potential causes for inconsistent results of the Wet Track Abrasion Test.

The mixing test is used to predict the time the material can be mixed before it begins to break. It can be a good reference check to verify consistent sources of material. The laboratory should verify that mix and set times are appropriate for the climatic conditions expected during the project.

The laboratory shall also report the quantitative effects of moisture content on the unit weight of the aggregate (bulking effect) according to AASHTO T19 (ASTM C29). The report must clearly show the proportions of aggregate, mineral filler (if used) and emulsified asphalt based on the dry weight of the aggregate.

The percentages of each individual material required shall be shown in the laboratory report. Based on field conditions, adjustments within the specific ranges of the mix design may be required.

The component materials shall be designed within the following limits:

COMPONENT MATERIALS	SUGGESTED LIMITS
Residual Asphalt	Type I: 10 - 16% Type II: 7.5 - 13.5% Type III: 6.5 - 12% (Based on dry weight of aggregate)
Mineral Filler	0.0 - 3.0% (Based on dry weight of aggregate)
Additives	As needed
Water	As required to produce proper mix consistency

5.3 MIX TOLERANCES

Tolerances for the slurry seal mixture are as follows:

a. After the residual asphalt content is determined, a variation ±1% by weight of dry aggregate will be permitted.
b. The slurry consistency, as determined according to ISSA TB No. 106, shall not vary more than ± 0.2" (± 0.5 cm) from the job mix formula after field adjustments.
c. The rate of application shall not vary more than ± 2 lb/yd^2 (± 1.1 kg/m^2) when the surface texture does not vary significantly.

6. EQUIPMENT

6.1 GENERAL

All equipment, tools, and machines used in the application of slurry seal shall be maintained in satisfactory working condition at all times.

6.2 MIXING EQUIPMENT

The machine shall be specifically designed and manufactured to apply slurry seal. The material shall be mixed by an automatic-sequenced, self-propelled, slurry seal mixing machine of either truck-mounted or continuous-run design. Continuous-run machines are those that are equipped to self-load materials while continuing to apply slurry seal. Either type machine shall be able to accurately deliver and proportion the mix components through a mixer and to discharge the mixed product on a continuous-flow basis. Sufficient storage capacity for all mix components is required to maintain an adequate supply to the proportioning controls.

The B.A.R. should decide which type of equipment best suits the specific project. In some cases, truck-mounted machines may be more suited, i.e. cul-de-sacs, small narrow roadways, parking lots, etc. On some projects, continuous-run equipment may be chosen due to the continuity of mix and the reduction of start-up joints. Generally, truck-mounted machines or continuous-run machines may be used on similar projects.

If continuous-run equipment is used, the machine shall provide the operator with full control of the forward and reverse speeds during application of the slurry seal. It shall be equipped with a self-loading device and opposite-side driver stations. The self-loading device, opposite-side driver stations, and forward and reverse speed controls shall be of original-equipment-manufacturer design.

6.3 PROPORTIONING DEVICES

Individual volume or weight controls for proportioning mix components shall be provided and properly labeled. These proportioning devices are used in material calibration to determine the material output at any time.

6.4 SPREADING EQUIPMENT

The mixture shall be placed uniformly by means of a spreader box attached to the paver and mechanically equipped, if necessary, to agitate and spread the material evenly throughout the box. With some quick-set systems, mechanical agitation may extend mix time. The slurry seal mixture shall have the proper consistency as it enters the spreader box. Spraying of additional water into the spreader box will not be permitted.

A front seal shall be utilized to ensure no loss of the mixture at the road contact point. The rear seal shall act as final strike-off and shall be adjustable. The spreader box and rear seal shall be designed and operated to provide uniform mix consistency behind the box. The spreader box shall have suitable means to side shift to compensate for variations in the pavement width. A burlap drag or other approved screed may be attached to the rear of the spreader box to provide a highly textured uniform surface. A drag stiffened by hardened slurry is ineffective and should be replaced immediately.

6.5 AUXILIARY EQUIPMENT

Suitable surface preparation equipment, traffic control equipment, hand tools, and other support and safety equipment necessary to perform the work shall be provided by the contractor.

7. CALIBRATION

Each mixing unit to be used in performance of the work shall be calibrated in the presence of the B.A.R. prior to the start of the project. Previous calibration documentation covering the exact materials to be used may be acceptable, provided the calibration was performed during the previous 60 days. The documentation shall include an individual calibration of each material at various settings, which can be related to the machine's metering devices. Any equipment replacement affecting material proportioning requires that the machine be recalibrated. No machine will be allowed to work on the project until the calibration has been accepted. ISSA Inspector's Manual describes a method of machine calibration. ISSA contractors and/or machine manufacturers may also provide methods of machine calibration.

8. WEATHER LIMITATIONS

The slurry seal shall not be applied if either the pavement or air temperature is below 50°F (10°C) and falling, but may be applied when both pavement and air temperatures are above 45°F (7°C) and rising. No slurry seal shall be applied when there is the possibility of freezing temperatures at the project location within 24 hours after application. The mixture shall not be applied when weather conditions prolong opening to traffic beyond a reasonable time.

9. NOTIFICATION AND TRAFFIC CONTROL

9.1 NOTIFICATION

Homeowners and businesses affected by the paving shall be notified at least one day in advance of the surfacing. Should work not occur on the specified day, a new notification will be distributed. The notification shall be posted in written form, stating the time and date that the surfacing will take place. If necessary, signage alerting traffic to the intended project should be posted.

9.2 TRAFFIC CONTROL

Traffic control devices shall be in accordance with agency requirements and, if necessary, conform to the requirements of the Manual on Uniform Traffic Control Devices. Opening to traffic does not constitute acceptance of the work.

In areas that are subject to an increased rate of sharp-turning vehicles, additional time may be required for a more complete cure of the slurry seal mat to prevent damage. Tire marks may be evident in these areas after opening but typically diminish over time with rolling traffic.

10. SURFACE PREPARATION

10.1 GENERAL

Prior to applying the slurry seal, loose material, oil spots, vegetation, and other objectionable material shall be removed. Any standard cleaning method will be acceptable. If water is used, cracks shall be allowed to dry thoroughly before slurry surfacing. Manholes, valve boxes, drop inlets and other service entrances shall be protected from the slurry seal by a suitable method. The B.A.R. shall approve the surface preparation prior to surfacing.

10.2 TACK COAT

Normally, tack coat is not required unless the surface to be covered is extremely dry and raveled or is concrete or brick. If required, the emulsified asphalt should be SS, CSS, or the slurry seal emulsion. Consult with the slurry seal emulsion supplier to determine dilution stability. The tack coat may consist of one part emulsified asphalt/three parts water and should be applied with a standard distributor. The distributor shall be capable of applying the dilution evenly at a rate of 0.05-0.15 gal/yd^2 (0.23-0.68 l/m^2). The tack coat shall be allowed to cure sufficiently before the application of slurry seal. If a tack coat is to be required, it must be noted in the project plans.

10.3 CRACKS

It is recommended to treat cracks wider than 0.25" (0.64cm) in the pavement surface with an approved crack sealer prior to application of the slurry seal.

11. APPLICATION

11.1 GENERAL

If required, it is recommended that a test strip be placed in conditions similar to those expected to be encountered during the project.

The surface may be wetted with water ahead of the spreader box. The rate of application of the water spray shall be adjusted during the day to suit temperature, surface texture, humidity, and dryness of the pavement. Pooling or standing water shall be avoided.

The slurry seal shall be of the desired consistency upon exiting the mixer. A sufficient amount of material shall be carried in all parts of the spreader box at all times so that complete coverage is achieved. Overloading of the spreader shall be avoided.

No lumping, balling, or unmixed aggregate shall be permitted.

Significant streaks, such as those caused by oversized aggregate or broken mix, shall not be left in the finished surface. If excessive streaking occurs, the job will be stopped until the cause of the problem has been corrected. Some situations may require screening the aggregate prior to loading it into the units going from the stockpile area to the jobsite.

11.2 RATE OF APPLICATION

The slurry seal mixture shall be of the proper consistency at all times so as to provide the application rate required by the surface condition. The average application rate shall be in accordance with the following table:

AGGREGATE TYPE	LOCATION	SUGGESTED APPLICATION RATE
Type I	Parking Areas Urban and Residential Streets Airport Runways	8 - 12 lb/yd^2 (4.3 - 6.5 kg/m^2)
Type II	Urban and Residential Streets Airport Runways	10 - 18 lb/yd^2 (5.4 - 9.8 kg/m^2)
Type III	Primary and Interstate Routes	15 - 22 lb/yd^2 (8.1 - 12.0 kg/m^2)

Suggested application rates are based upon the weight of dry aggregate in the mixture. Application rates are affected by the unit weight and gradation of the aggregate and the demand of the surface to which the slurry seal is being applied.

11.3 JOINTS

No excess buildup, uncovered areas, or unsightly appearance shall be permitted on longitudinal or transverse joints. The contractor shall provide suitable equipment to produce a minimum number of longitudinal joints throughout the project. When possible, a longitudinal joint shall not be placed in a wheel path. Less than full box width passes will be used only as required. If less than full box width passes are used, they shall not be the last pass of any paved area. A maximum of 6" (15.2 cm) shall be allowed for overlap of longitudinal joints.

11.4 MIXTURE

The slurry seal shall possess sufficient stability so that premature breaking of the material in the spreader box does not occur. The mixture shall be homogeneous during and following mixing and spreading. It shall be free of excess liquids which create segregation of the aggregate. Spraying of additional water into the spreader box will not be permitted.

11.5 HANDWORK

Areas which cannot be accessed by the mixing machine shall be surfaced using hand squeegees to provide complete and uniform coverage. If necessary, the area to be handworked shall be lightly dampened prior to mix placement. Handwork shall exhibit the same finish as that applied by the spreader box and shall be completed prior to final surfacing.

11.6 LINES

Care shall be taken to apply straight lines along curbs, shoulders, and intersections. No run-off on these areas will be permitted. Roofing felt or heavy plastic may be used to begin or end a pull cleanly. This also provides for easy removal of excess slurry.

11.7 ROLLING

Rolling is usually not necessary for slurry seal on roadways. Airports and parking areas should be rolled by a self-propelled, 10-ton (maximum) pneumatic tire roller equipped with a water spray system. All tires should be inflated per manufacturer's specifications. Rolling shall not start until the slurry has cured sufficiently to avoid damage by the roller. Areas which require rolling shall receive a minimum of two (2) full coverage passes.

11.8 CLEAN UP

All utility access areas, gutters and intersections, shall have the slurry seal removed as specified by the B.A.R. The contractor shall remove any debris associated with the performance of the work on a daily basis.

12. QUALITY CONTROL

12.1 INSPECTION

Inspectors assigned to projects must be familiar with the materials, equipment and application of slurry seal. Local conditions and specific project requirements should be considered when determining the parameters of field inspection.

Proper mix consistency should be one of the major areas of inspector concern. If mixes are too dry, streaking, lumping and roughness will be present in the mat surface. Mixes applied too wet will flow excessively and not hold straight lane lines. Excessive liquids may also cause an asphalt-rich surface with segregation.

12.2 MATERIALS

To account for aggregate bulking, it is the responsibility of the contractor to check stockpile moisture content and to set the machine accordingly. At the B.A.R.'s discretion, material tests may be run on representative samples of the aggregate and emulsion. Tests will be run at the expense of the buyer. The buyer must notify the contractor immediately if any test fails to meet the specifications.

12.3 SLURRY SEAL

If required, representative samples of the slurry seal may be taken directly from the slurry unit(s). Consistency (ISSA TB No. 106) and residual asphalt content (ASTM D2172) tests may be run on the samples. Please note that the consistency test may not be applicable to certain Quick-Set and Quick-Traffic systems because of erratic results due to setting characteristics. If this test is run, it must be performed immediately after the sample is taken. Tests will be run at the expense of the buyer. The buyer must notify the contractor immediately if any test fails to meet specifications.

Data obtained from the proportioning devices on the slurry seal unit may be used to determine individual material quantities and application rate.

12.4 NON-COMPLIANCE

If any two successive tests fail on the stockpile aggregate, the job shall be stopped. If any two successive tests on the mix from the same machine fail, the use of the machine shall be suspended. It will be the responsibility of the contractor, at his expense, to prove to the B.A.R. that the problems have been corrected.

13. PAYMENT

The slurry seal shall be measured and paid for by the unit area or weight of aggregate and the weight of emulsion used on the work completed and accepted by the buyer. If paid by the weight of the aggregate and emulsified asphalt, the contractor shall submit to the B.A.R. certified delivery tickets which show quantities of each material delivered to the job site and used on the project. Payment shall be full compensation for all preparation, mixing and application of materials, and for all labor, equipment, tools, testing, cleaning, and incidentals necessary to complete the job as specified herein.

APPENDIX A

AGENCIES

AASHTO: American Association of State Highway and Transportation Officials
ASTM: American Society for Testing and Materials
ISSA: International Slurry Surfacing Association

TEST METHODS

EMULSIFIED ASPHALT

AASHTO TEST NO.	ASTM TEST NO.	TEST
M 140	D 977	Standard Specification for Emulsified Asphalt
M 208	D 2397	Specification for Cationic Emulsified Asphalt
T 40	D 140	Sampling Bituminous Materials
T 59	D 244	Test Methods and Practices for Emulsified Asphalts
T 59	D 6997	Distillation of Emulsified Asphalt

AGGREGATE AND MINERAL FILLER

AASHTO TEST NO.	ASTM TEST NO.	TEST
T 176	D 2419	Sand Equivalent Value of Soils and Fine Aggregate
T 104	C 88	Soundness of Aggregates by Use of Sodium Sulfate or Magnesium Sulfate
96	C 131	Resistance to Degradation of Small-Size Coarse Aggregate by Abrasion and Impact in the Los Angeles Machine (This test should be performed on the parent rock that is used for crushing the finer gradation Micro Surfacing material.)
T 27	C 136	Sieve Analysis of Fine and Coarse Aggregates
T 11	C 117	Test Method for Materials Finer than 75µm (No. 200) Sieve in Mineral Aggregates by Washing
T 2	D 75	Sampling Aggregates
M 17	D 242	Mineral Filler for Bituminous Paving Mixtures
T 19	C 29	Bulk Density ("Unit Weight") and Voids in Aggregate

APPENDIX A

TEST METHODS (CONTINUED)

SLURRY SEAL SYSTEM

ISSA TEST NO.	Test
TB 100	Test Method for Wet Track Abrasion of Slurry Surfaces
TB 101	Guide for Sampling Slurry Mix for Extraction Test
TB 106	Measurement of Slurry Seal Consistency
TB 109	Test Method for Measurement of Excess Asphalt in Bituminous Mixtures by Use of a Loaded-Wheel Tester
TB 111	Outline Guide Design Procedure for Slurry Seal
TB 112	Method of Estimate Slurry Seal Spread Rates and To Measure Pavement Macrotexture
TB 113	Trial Mix Procedure for Slurry Seal Design
TB 114	Wet Stripping Test for Cured Slurry Seal Mixes
TB 115	Determination of Slurry Seal Compatibility
TB 139	Method of Classified Emulsified Asphalt, Aggregate Mixtures by Modified Cohesion Test Measurement of Set and Cure Characteristics
A105	Design, Testing, and Construction of Slurry Seal

NOTES:
ASTM D 3910, Standard Practice for Design, Testing, and Construction of Slurry Seal, is a combined reference of the ISSA Test Bulletins listed above.

ASTM D 2172, Standard Test Methods for Quantitative Extraction of Bitumen From Bituminous Paving Mixtures, is referenced in Section 12.3.

ISSA A105
Revised February 2010

International Slurry Surfacing Association
#3 Church Circle, PMB 250
Annapolis, MD 21401
(410) 267-0023
www.slurry.org

SECTION 715

SLURRY SEAL MATERIALS

715.1 GENERAL:

Slurry seal shall consist of a properly proportioned mixture of emulsified asphalt, mineral aggregate, mineral fillers, additives (if necessary), and water.

All material sources must be approved prior to their use. The Contractor will submit a job mix formula and if requested prequalifications for materials at least seven days prior to start of construction. When requested, additional samples will be furnished during the construction period at no cost to the Contracting Agency. This is a non-pay item.

715.2 AGGREGATE:

715.2.1 Mineral Filler: Mineral filler shall consist of finely divided matter, such as hydrated lime, Portland cement, limestone dust or fly ash, conforming to the requirements of ASTM D4318. Mineral filler shall be used only when needed to reduce the setting time, to improve the workability or to reduce the stripping characteristics of the aggregate emulsion mixture. The minimum amount of the required filler will be used and it will be considered as part of the blended aggregate. The expected range shall be between .25% and 2.0% by weight of aggregate.

715.2.2 Mineral Aggregate: Coarse and fine aggregates or approved mineral filler shall be per Section 701. The mineral filler will be considered as part of the blended aggregate. The material shall be non-plastic (ASTM D4318) with a sand equivalent (ASTM D2419) of at least 50. The abrasion loss (ASTM C131) shall not exceed 35 percent. Historical test data from source aggregate may be used that was run within the past two years. Mineral aggregates used shall be 100% crushed. No natural sand shall be allowed. The gradation of mineral aggregate without mineral filler shall conform to Table 715-1.

TABLE 715-1

SLURRY SEAL AGGREGATE

SIEVE SIZE	Type I % PASSING	Type II % PASSING	Type III % PASSING
3/8	100	100	100
No. 4	100	85/100	70/90
No. 8	90/100	65/90	45/70
No. 16	65/90	45/70	28/50
No. 30	40/60	30/50	19/34
No. 50	25/42	18/30	12/25
No. 100	15/30	10/21	7/18
No. 200	10/20	5/15	5/15
Emulsified Asphalt content as a % of Dry Wt. Of Aggregate (approx.) ASTM D3910 (W.T.A.T. TEST)	18	16	14
Residual Asphalt Range requirements % of Dry Wt. of Aggregate ASTM D3910 (W.T.A.T. TEST)	10-16	7.5-13	6.5-12
Pounds of Aggregate per Square Yard (approx.)	8-10	12-18	18-25

715.3 BITUMINOUS MATERIAL:

The emulsified asphalt used for seal coating shall be quick setting or slow setting as per Section 713.

Polymer modified cationic quick setting emulsion (PMCQS-1h) may be used when approved by the Engineer.

The quick setting emulsified asphalt shall be of the anionic or cationic quick set type such as QSH, CQSH, or PMCQS-1h that will react to chemically active mineral fillers such as Portland cement in such a way that the applied slurry mixture can support controlled traffic in 45-60 minutes after application. The amount of chemically active filler shall be determined by job mix formula and field performance.

Polymer modified cationic quick setting emulsion (PMCQS1-h) shall be homogeneous and the polymer used shall consist of either a solid polymer milled / blended into the asphalt or latex blended into the emulsifier solution prior to the emulsification process. The PMCQS-1h shall contain a minimum of three percent polymer and shall conform to Section 713.

Slow setting emulsion may be used when traffic control is not a critical item.

Quick Set Emulsion Mix Properties	
Slurry Seal Mixing, 70-85 degree F., Sec.	120 Sec. Min.
Slurry Seal Setting text, 70-85 degree F., 1 hour cure	No Brown Stain
Slurry Seal Water Resistance Test, 70-85 degree F., 30 minute cure	No More Than Slight Discoloration

Placement of slurry seal is temperature dependent and should be tested under field conditions.

715.4 WATER:

Water shall be potable and be compatible with the slurry ingredients used.

715.5 DETERMINATION OF JOB MIX FORMULA:

The job mixture shall be designed to provide a suitable surface for traffic conditions, climate and curing. All materials shall be pre-tested in a qualified laboratory to determine their suitability for use in the slurry seal. The Wet Track Abrasion Test (W.T.A.T.) will be used for design purposes to establish the mix design to be used in the specified slurry seal.

The test will show a maximum wear loss of 75 grams per square foot. Samples of materials to be used on the job shall be used to run the W.T.A.T. The test will be performed in accordance with ASTM D3910 Design Testing and Construction of Slurry Seal.

715.5.1 Composition of Slurry Seal Mixtures: The job mixture shall conform to the requirements of the contract documents. The mixture shall attain an initial set in not less than 5 minutes not more than one hour. In cases where the surface is not critical to be open to traffic, a longer set time may be allowed, however not to exceed 12 hours. The setting time may be adjusted by the addition or removal of approved mineral fillers or chemical agents. The mixture shall be one of three types whose combined aggregates conform to the graduation requirements of Table 715-1. The mixture shall be sufficiently free flowing to fill cracks in the pavement. The mixture shall not segregate during or after laydown. The mixture shall produce a skid-resistant surface.

715.5.2 Trial Applications: The Contractor shall place a test strip of 60 square yards in the area designated by the Engineer. The test section shall be placed using the same equipment and methods as will be used on the job. The slurry mixture placed in a test strip shall conform to the design mix as determined by the W.T.A.T. with minor variations to obtain crack filling, set time, pavement bond and a skid resistant texture. If the materials do not meet the requirements for fluidity, non-segregation, or surface texture, a new job mix shall be formulated and tested. Work shall not proceed before approval of design mix and acceptance following the placing of a test strip.

715.6 TEST CERTIFICATES & REPORTS:

Test certificates and reports for the bituminous material shall be furnished in accordance with Section 711.

715.7 CONVERSION OF QUANTITIES:

Volumetric conversions shall be accomplished in accordance with Section 713.

- End of Section -

Revised 2012

Purchasing Division
One City Plaza
Yuma, AZ 85364
(928) 373-5114
(928) 373-5115
(928) 373-5149 TTY
www.YumaAz.gov

ADDENDUM

DATE: Monday, September 14, 2015
TO: BID NO. 2016-20000024 – Slurry Seal Services
FROM: PURCHASING – Mary E. Roman, Buyer
SUBJECT: ADDENDUM NO. 1

NOTE: The balance of the specifications and instructions remain the same. Bidder must acknowledge receipt and acceptance of this addendum by signing and returning the entire addendum with the bid or proposal submittal.

CLARIFICATION:

Question #1 I understand we are responsible for providing written notice to all residents, apartment managers, and business, but will we also be responsible for posting the signage for 'No Parking' or will the city be handling?

Answer #1 This is the contractors responsibility.

Question #2 In protecting the pavement markers, does this include the center lines and striping or do we include the replacement costs for any Striping Replacement?

Answer #2 This does not include centerlines or striping.

ATTACHMENT:

Formal2016-20000024 – Slurry Seal Services pdf file – pages 1 - 15

Thank you
Mary E. Roman, Buyer

Company Name: _____

Contact Person: _____ ***Signature*** _____

Phone Number: ( ) _____ ***Fax Number: ( )*** _____

E-mail Address: _____

Purchasing Division
One City Plaza
Yuma, AZ 85364
(928) 373-5114
(928) 373-5115
(928) 373-5149 TTY
www.YumaAz.gov

ADDENDUM

DATE: Monday, September 14, 2015
TO: BID NO. 2016-20000024 – Slurry Seal Services
FROM: PURCHASING – Mary E. Roman, Buyer
SUBJECT: ADDENDUM NO. 2

NOTE: The balance of the specifications and instructions remain the same. Bidder must acknowledge receipt and acceptance of this addendum by signing and returning the entire addendum with the bid or proposal submittal.

CLARIFICATION:

Question #1 The answer to question #2 in the addendum (Addendum NO. 1) confuses me. So just for clarification, do we have to "cover and protect ALL pavement markings such as crosswalks, stop bars and left/right turn arrows from the slurry" as it says in paragraph A on page 14 of 15 of the bid documents?

Answer #1 ***Yes.***

Question #2 The answer to question #2 says protection is not necessary for centerlines and striping. I usually think of stop bars and crosswalks as "striping". Also, if we protect pavement markings is there any concern of creating puddle areas?

Answer #2 ***Stop bars and crosswalks are pavement markings. The City has practice these efforts for the last 15 years.***

Thank you
Mary E. Roman, Buyer

Company Name: _____

Contact Person: _____ ***Signature*** _____

Phone Number: ( ) _____ ***Fax Number: ( )*** _____

E-mail Address: _____

TWO SLURRY PASSES

SINGLE SLURRY PASSES

E Juan Sanchez Blvd

E Juan Sanchez Blvd

Head Start-Wacog

Family Dollar

N Main St

E F St

E E St

N 1st Ave

R.L. Jones Insurance Services

E D St

ampm

N 2nd Ave

N Cesar Chavez St

N 4th Ave

E Kennedy Ln

E Kennedy Ln

N 5th Ave

N 6th Ave

E D St

E D St

E C St

E C St

E C St

N 1st Ave

N 4th Dr

N 5th Ave

E Babbitt Ln

E Babbitt Ln

E B St

E B St

N Main St

E Washington Ln

E Washington Ln

N 4th Pl

N 6th Pl

E San Luis Ln

E San Luis Ln

TRUCK

95

Urtuzuastegui St

Urtuzuastegui St

San Luis I Sentri

Industrial Ave

Avenida Caballeros

Compacted Millings For Parking 45' x 200'

ROADWAY IMPROVEMENTS
EXHIBIT APRIL 2018

CITY OF SAN LUIS, AZ
INC. 1979

COUNTY 22ND ST
JUAN SANCHEZ BLVD
JUAN SANCHEZ BLVD
COUNTY 24TH ST
COUNTY 25TH ST
4TH
6TH
8TH
10TH
AVE F
AVE E
AVE B
AVE B

2018
2017
2017
2015
MERILL AVE PHASE 2 2018
INT. PLAZA PAVING PROJECT 2018
2014
2014
2018
HIDALGO AVE PH1 & 2 2013-2014
LAKIN RECONSTRUCTION 2016
UNION ST PAVING 2018
2016
MERILL AVE PHASE 1 2016
2015
2018
BEACH ST RECONSTRUCTION 2015
2018
JSB REPAVING PH1 2016
2015
2016
2016
2016
JSB REPAVIGN 2017
2018
2017
2017
2016
2016
DOWNTOWN IMPROVEMENTS 2015
2018
2014
2014
2014
B&C REPAVING 2015
2017
2017
2017
2017
ROAD WIDENING TO 4 LANES 2015
2017
NEW ROADWAY 2015
2017
2017

Legend

- CHIP SEAL
- CRACK SEAL
- SLURRY SEAL
- NEW ROADWAY

N

Resolution

OFFICE OF THE
MAYOR
CITY OF SAN LUIS

RESOLUTION NO. 878

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SAN LUIS, ARIZONA APPROVING AN INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT WITH THE CITY OF YUMA FOR PROFESSIONAL SERVICES .

Whereas, the City of San Luis desires to enter into an intergovernmental cooperative purchasing agreement with the City of Yuma; and

Whereas, the parties to the Intergovernmental Purchasing Agreement desire to enter said agreement;

NOW THEREFORE BE IT RESOLVED, by the Mayor and Council of the City of San Luis, State of Arizona, as follows:

Section 1: That the Cooperative Purchasing Agreement as attached hereto as Exhibit "A", is hereby authorized and approved.

Section 2: That the appropriate City officials are hereby authorized and directed to enter into said agreement on behalf of the City and take any all actions as may be necessary to effectuate said agreement.

PASSED AND ADOPTED by the Mayor and Common Council of the City of San Luis, Arizona, this 12th day of May, 2010.

Juan C Escamilla

Juan Carlos Escamilla, Mayor

ATTEST:

Sonia Cuello, City Clerk

APPROVED AS TO FORM:

Glenn Gimbut
City Attorney

Purchasing Division
One City Plaza
P. O. Box 13012
Yuma, AZ 85366-3012
(928) 373-5108 PHONE
(928) 373-5109 FAX
(928) 373-5149 TTY
www.YumaAz.gov

City of YUMA

July 16, 2010

Sharon E. Williams
Development Services Director
City of San Luis
Box 3750
1090 E. Union Street
San Luis, AZ 85349

RE: COOPERATIVE PURCHASE AGREEMENT WITH CITY OF YUMA

Dear Ms. Williams:

Enclosed is your copy of the signed Cooperative Agreement between the City of Yuma and City of San Luis.

If you should have questions or I can be of help in utilization of this agreement, please call the number above.

Sincerely,

Bill Pfannenstiel, CPPB
Purchasing and Contracts Manager

/bp

encl: Approved Cooperative Purchase Agreement

2010-066

City of YUMA

Exhibit "A"

CITY OF YUMA
COOPERATIVE PURCHASE AGREEMENT

This Cooperative Purchasing Agreement ("Agreement") is entered into between the City of San Luis ("Contracting Agency") and the City of Yuma, Yuma, Arizona ("COY"), each being Eligible Public Procurement Units within A.R.S.§ 41-2631 *et. Seq.*, for the purpose of allowing cooperative and reciprocal utilization of each Eligible Procurement Unit's requirements contracts with vendors for the procurement of supplies, services or construction.

In consideration of the mutual promises contained in this Agreement and the mutual benefits to result therefrom, the parties agree as follows:

1. The party soliciting the requirements contract will determine the specifications, terms and conditions for products, materials and services.
2. The procurement will be conducted in accordance with the procuring party's Procurement Code and applicable local and state statutes, resulting in a "requirements contract" which may be utilized by other eligible procurement units.
3. The party soliciting the requirements contract may invite other eligible procurement units to participate in certain specific bids.
4. An eligible procurement unit utilizing another eligible procurement unit's requirements contract shall:
   A. Insure that purchase orders issued against the requirements contract are in accordance with the terms and prices established in the original procurement.
   B. Make timely payments to the vendor for all materials and services received in accordance with the terms and conditions of the original procurement. Payment for materials or services and inspection and acceptance of materials or services ordered by an eligible procurement unit shall be the exclusive obligation of such ordering unit.
   C. Not use a requirements contract of another eligible procurement unit as a means for obtaining additional concessions or reduced prices for similar material or services by advertising or marketing the requirements contract to third parties.
   D. Be solely responsible for the ordering of materials or services under this Agreement. The eligible procurement unit securing the original procurement shall not be liable in any fashion for any violation by another eligible procurement unit ordering under this Agreement.
   E. Have the exclusive obligation of exercising any right or remedies for its orders under the requirements contract.
5. Either party may terminate this Agreement without notice if the other party fails to comply with the terms of a requirements contract of the party issuing the original solicitation.
6. Except as provided in Paragraph 5, either party may terminate this Agreement upon thirty (30) days written notice to the other party.
7. This Agreement shall be effective upon execution by the parties and continue until terminated in accordance with its terms and supersedes any and all previous cooperative purchasing agreements between the parties.

Dated this 8th **day of** July, 2010.

CITY OF YUMA	City of San Luis ELIGIBLE PROCUREMENT UNIT
BY: _____ SIGNATURE	**BY:** _____ 5.18.10 SIGNATURE
Gregory K. Wilkinson PRINTED NAME	Ralph Velez PRINTED NAME
CITY ADMINISTRATOR TITLE	City Administrator TITLE

AGENDA ITEM REVIEW FORM

Regular City Council Meeting **6.C.**

Meeting Date: 04/11/2018

Department Head: Jenny Torres, Economic Development Manager, Administration, Economic Development

Submitted By: Dania Castillo, Economic Development Assistant, Administration, Economic Development

Action Requested: Motion

ITEM:

Discussion and possible action on any and all matters regarding contract award to Pilkington Commercial Co., Inc. for the Price Center Roofing Replacement Project. **(Jenny Torres, Economic Development Manager)**

SUMMARY:

The City of San Luis went out to bid for the San Luis Price Center Roofing Replacement Project, pursuant to Title 34 of the Arizona Revised Statutes and City Procurement Code, Section 36.01 (E) *$35,000 and above.* A single bid was submitted by Pilkington Commercial Co., Inc. in the amount of $889,023.45. The work consists of removal of existing foam roofing system, framing over existing skylight opening with steel deck, installation of insulated PVC roof system and relocation of the condensate lines for AC units.

Staff is recommending awarding the contract to Pilkington Commercial Co., Inc. for the San Luis Price Center Roofing Replacement Project in the amount of $889,023.45, in accordance with City Procurement Code, Section 36.01 (E) *$35,000 and above.* The project will be completed in two phases with the first phase to cover the work of $457,000.00 to be completed by June 30, 2018, and be paid out of the 2017-2018 fiscal year. The second phase would be scheduled to begin on July 1, 2018, with the remaining balance of $432,023.45 to be cover by an allocation of funding for the 2018-2019 fiscal year.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO APPROVE THE CONTRACT AS PRESENTED AND DIRECT STAFF TO TAKE ALL STEPS NECESSARY TO BUT IT INTO EFFECT.

The Contract will be provided by the time of meeting.

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:	Yes
CITY/STATE/FEDERAL FUNDS:	City
TOTAL:	$889,023.45
BUDGETED AMOUNT:	$457,000.00
AVAILABLE AMOUNT TO TRANSFER:	N/A

ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE: Business Center C.O./ 802-820-90005/$475,098.00

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

Contract will be paid from account no. 802-820-90005, Business Center Capital Outlay Improvement Building. The project will be completed in two phases, the first phase in the amount of $457,000.00 to be completed by June 30th, 2018. The second phase would be scheduled to begin in July 1, 2018 with the remaining balance of $432,023.45 to be covered by an allocation of funding for the 2018-2019 fiscal year.

Attachments

Contract

Az Required No Boycott Cert

Bid Proposal

Affidavits of Publication

Pilkington Commercial Co INC

Attn: **Jenny Torres – City of San Luis**
Email: **jtorres@cityofsanluis.org**
Phone: **(928) 341-8584**
Date: **April 06, 2018**

RE: **San Luis Price Center**

In response to your request, Pilkington Commercial Co., Inc. is pleased to offer this Bid proposal pricing and clarifications in accordance with the bid documents detailed herein for the above referenced project.

Bid documents for the basis of design:

- "San Luis Price Center - Roof Project - Contract Documents - For Bidding.pdf"
- "San Luis Price Center - Roof Project - Plans - Issued for Bid.pdf"
- "San Luis Price Center Addenda #2 Drawings.pdf"
- Addenda acknowledged 1-6

Scope of Work

- Remove existing roofing and install new R-30 roof system over polyiso insulation, complete in place including infill of skylight openings.

Inclusions

Phase 1 – April 16 to June 30 2018

- Purchase all materials for the project
- Complete ¼ of the roof replacement
- Sales tax for this portion of the work only.
- P % P Bonding for this portion of the work only.

Phase 2 – July 01 to August 31 2018

- Complete remaining 3/4 of the roof replacement
- All HVAC, electrical, skylight infill and cap flashing work.
- Sales tax for this portion of the work only.
- 5 % Contingency allowance for entire project
- Sales tax for this portion of the work only.
- P % P Bonding for this portion of the work only.

Exclusions:

- Davis Bacon or other prevailing wages
- P % P Bonding
- EEW (Energized Electrical Work).

- Any unknown or unmarked underground utilities, structures, or debris, whether natural or manmade; any downtime, delays or losses resulting from conflicting schedules, material, equipment or contractors/suppliers.

Additional Clarifications:

- To the extent that Contractor's timely performance of work is unreasonably impacted whether by acceleration, delay or otherwise, however caused, by Owner, or any other party for whose acts Contractor is not legally liable, Contractor shall be entitled to an equitable adjustment to its contract which may include additional compensation and/or an extension of time, including any increased costs of labor, overtime, and/or materials.
- This proposal is based on a standard Monday through Friday, (8) hours per day, (40) hour workweek.
- **We are a Woman Owned Small Business (WOSB)**
- **Estimate is valid for 30 days.**

Pilkington Commercial Base Bid Proposal is Contract Amount $ 889,023.45

Phase 1 PO # 1 = $457,000.00
Phase 2 PO # 2 = $432,023.45

Please note that this pricing is based strictly upon the documents provided and noted above and incorporates by reference, the terms contained in this Pilkington Commercial Co., Inc Bid Proposal. We reserve the right to modify, alter or revise any pricing to reflect adjustments to the bid documents, whether provided prior to, or following, the submission of the bid proposal. Pilkington Commercial Co., Inc does not bid to 'intent' or 'implied interpretations' of others but to the actual contents of the contract documents for the basis of design as listed on page 1 of this proposal.

This proposal pricing has been calculated based on the cost and availability for the required labor, materials, equipment and services as of the date this bid is submitted. However, the market for these pricing components is volatile at this time and sudden price increases or lack of availability may occur at any time prior to the award of the subcontract, during the course of construction, or before completion of the project. While Pilkington Commercial Co., Inc will diligently use its best efforts to maintain the pricing quoted herein, should there be a price increase in excess of 5% the Owner agrees to pay such cost increase to Pilkington Commercial Co., Inc as an addition to the subcontract amount. Any cost increase presented for payment by Pilkington Commercial Co., Inc shall require written notice to the Owner detailing the increased cost breakdown and will be supported by invoices, bills of sale, or any other document which may appropriately substantiate the cost impact to Pilkington Commercial Co., Inc.

This proposal contains proprietary information and is considered confidential to Pilkington Commercial Co., Inc. It is submitted upon the express condition that the information contained herein will not be released to competitors or otherwise used directly or indirectly in a way detrimental to the interest of Pilkington

Pilkington
Commercial Co INC

Commercial Co., Inc. This proposal also supersedes any previously communicated pricing and/or clarification relating to this project.

Unless otherwise extended in writing from Pilkington Commercial Co., Inc, this bid pricing shall remain in effect for thirty (30) days from the bid submission date. ***Pilkington Commercial Co., Inc reserves the right, upon award of contract, to mutually negotiate any and all terms, conditions and provisions of the subcontract agreement, whether or not contained or identified in this bid package, and in accordance with, but not limited to, the inclusions, exclusions and clarifications noted in this Pilkington Commercial Co., Inc Bid Proposal.***

We look forward to being selected as the contractor for this project and to working with your project team for its successful and timely completion. If you have any questions, or need any additional information, contact us at (928) 317-0345 Ext 675.

Sincerely,

Leo Pilkington – Vice President/COO
Pilkington Commercial Co., Inc.
Women Owned Small Business (WOSB)
2975 S Ave B
Yuma, AZ 85364
Office: 928-317-0345 Ext 675/Fax: 928-317-0299/Cell: 928-941-9201
B1- 244265 (AZ), B-924516 (CA)
leo@pilkingtonconst.com
www.pilkingtonconst.com

ACCEPTANCE OF BID PROPOSAL/CONTRACT:

The labor, materials, equipment and/or services to be provided for the above bid amount(s), the terms and conditions of this proposal, and any attachments hereto are satisfactory and accepted for incorporation into the subcontract agreement. Pilkington Commercial Co., Inc is authorized to proceed with the work as detailed herein.

_____
Customer Signature

_____
Print Name and Title

_____
Date of Acceptance

BID SCHEDULE

Project Name: City of San Luis
San Luis Price Center – Roofing Replacement Project

For: City of San Luis, Arizona

Bid No.	Description	Estimated Quantities	Unit	Unit Cost	Total Cost
1	Remove Existing Roofing and Install New R-30 Roof System over Polyiso Insulation, complete in place including infill of all skylight openings.	1	LS	$ 846,689.00	$ 846,689.00

TOTAL	$ 846,689.00
5% CONTINGENCY SUBTOTAL	$ 42,334.45
TOTAL ESTIMATED PROJECT COST	$ 889,023.45

TOTAL BASE BID AMOUNT IN WORDS: **EIGHT HUNDRED EIGHTY-NINE THOUSAND, TWENTY THREE DOLLARS AND FORTY FIVE CENTS**

THIS PROPOSAL IS SUBMITTED BY Pilkington Commercial Co., Inc.,

a corporation organized under the laws of the State of Arizona,
or a partnership consisting of N/A,
or individual trading as N/A
of the City of Yuma (City, State) and is the holder
of Arizona State Contractor's license(s): General Contractors (type)
Classification B-1 License No. 244265

Certificate for A.R.S. §35-393.01

All contracts with the City of San Luis and materials submitted as part of a response to a solicitation are subject to Arizona public records law and will be disclosed if there is an appropriate public records request at the time of or after the award of the contract. Legislation has been enacted to prohibit the state and its political subdivisions from contracting with companies currently engaged in a boycott of Israel. To ensure compliance with A.R.S. §35-393.01, this form must be completed and returned with the response to the solicitation and any supporting information to assist the City in making its determination of compliance.

As defined by A.R.S. §35-393.01:

1."Boycott" means engaging in a refusal to deal, terminating business activities or performing other actions that are intended to limit commercial relations with Israel or with persons or entities doing business in Israel or in territories controlled by Israel, if those actions are taken either:
   (a) In compliance with or adherence to calls for a boycott of Israel other than those boycotts to which 50 United States Code section 4607(c) applies.
   (b) In a manner that discriminates on the basis of nationality, national origin or religion and that is not based on a valid business reason.

2. "Company" means a sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, limited liability company or other entity or business association, and includes a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate.

3. "Direct holdings" means all publicly traded securities of a company that are held directly by the state treasurer or a retirement system in an actively managed account or fund in which the retirement system owns all shares or interests.

4."Indirect holdings" means all securities of a company that are held in an account or fund, including a mutual fund, that is managed by one or more persons who are not employed by the state treasurer or a retirement system, if the state treasurer or retirement system owns shares or interests either:
   (a) together with other investors that are not subject to this section.
   (b) that are held in an index fund.

5."Public entity" means this State, a political subdivision of Arizona or an agency, board, commission or department of Arizonaor a political subdivision of Arizona.

6. "Public fund" means the state treasurer or a retirement system.

7. "Restricted companies" means companies that boycott Israel.

8. "Retirement system" means a retirement plan or system that is established by or pursuant to title 38.

All offerors must select one of the following:

_____ My company **does not** participate in, and agrees not to participate in during the term of the contract a boycott of Israel in accordance with A.R.S. §35-393.01. I understand that my entire response will become public record in accordance with A.A.C. R2-7-C317.

_____ My company **does** participate in a boycott of Israel as defined by A.R.S. §35-393.01.:

By submitting this response, proposer agrees to indemnify and hold the City, its agents and employees, harmless from any claims or causes of action relating to the City's action based upon reliance on the above representations, including the payment of all costs and attorney fees incurred by the City in defending such an action.

Company Name	Signature of Person Authorized to Sign
Address	Printed Name
City State Zip	Title

PROPOSAL

TO: City of San Luis, Arizona
1090 East Union Street
P.O. Box 1170
San Luis, Arizona 85349

Project Name: City of San
San Luis Price Center – Roofing Replacement Project

In compliance with the ADVERTISEMENT FOR BIDS:

Having examined the CONTRACT DOCUMENTS, site of work, and being familiar with the conditions to be met, hereby submits the following PROPOSAL for furnishing the material, equipment, labor and everything necessary for the completion of the work listed and agrees to execute the CONTRACT DOCUMENTS and furnish the required CONTRACT AND LABOR AND MATERIAL SURETY BONDS and CERTIFICATES OF INSURANCE for the completion of said work, at the locations and for the prices set forth on the inside pages of this form;

Understands that construction of this PROJECT shall be in accordance with all applicable Yuma County Public Works Standards, Specifications and Standard Details except as otherwise required by the PLANS and SPECIAL PROVISIONS;

Understands that this PROPOSAL for construction of this PROJECT shall be submitted with a proposal guarantee of cash, certified check, cashier's check or BID SURETY BOND for an amount not less than 10 percent of the amount bid;

Agrees that upon receipt of NOTICE OF AWARD, from the City of San Luis, Arizona, Bidder will execute the CONTRACT DOCUMENTS within 7 (seven) calendar days;

Understands that the work shall commence on day 1 of the Contract Time and be completed within **90 calendar days** from the date of Notice to Proceed.

Hereby acknowledges receipt of and agrees Bidder's PROPOSAL is based on the following Addenda listed by number and date issued):

Number	Date	Number	Date
1	January 22, 2018	4	February 2, 2018
2	January 24, 2018	5	February 5, 2018
3	January 26, 2018	6	February 6, 2018

(List any additional addenda on the back of this sheet)

And, hereby submits the following BID SCHEDULE of units and quantities as a part of this PROPOSAL:

BID SCHEDULE

Project Name: City of San Luis
San Luis Price Center – Roofing Replacement Project

For: City of San Luis, Arizona

Bid No.	Description	Estimated Quantities	Unit	Unit Cost	Total Cost
1	Remove Existing Roofing and Install New R-30 Roof System over Polyiso Insulation, complete in place including infill of all skylight openings.	1	LS	$ 846,689.00	$ 846,689.00

TOTAL $ 846,689.00

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TOTAL BASE BID AMOUNT IN WORDS: **EIGHT HUNDRED EIGHTY-NINE THOUSAND, TWENTY THREE DOLLARS AND FORTY FIVE CENTS**

THIS PROPOSAL IS SUBMITTED BY Pilkington Commercial Co., Inc.

a corporation organized under the laws of the State of Arizona
or a partnership consisting of N/A
or individual trading as N/A
of the City of Yuma (City, State) and is the holder
of Arizona State Contractor's license(s): General Contractors (type)
Classification **B-1** License No. **244265**

The Bidder hereby certifies that as of the below date, the bond amount posted with the Arizona Registrar of Contractors is $ 100,000.00 and that the Bidder's actual volume of work has not exceeded the contemplated gross volume pursuant to Arizona Administrative Code, Title 4 Chapter 9 [Authority: ARS §32-1101 et seq.]

Respectfully Submitted,

Bidder Firm: Pilkington Commercial Co., Inc.

Address: 2975 S. Ave B

City, State, ZIP: Yuma, AZ 85364

By: _____
[Signature]

Name: Chris Pilkington

Title: Vice President, Treasurer

Date: February 14, 2018

ATTEST:
[If Bidder is an Individual]

Witness: N/A
[Signature] [Date]

Name and Title: N/A

BID SURETY BOND

Project Name: City of San Luis
San Luis Price Center – Roofing Replacement Project

For: City of San Luis, Arizona

KNOW ALL MEN BY THESE PRESENTS:

That we, Pilkington Commercial Co. Inc., as Principal, (hereinafter called the Principal),

and the Western Surety Company, a corporation duly organized under the laws of the State of South Dakota and duly licensed and possessing a certificate of authority to transact surety business in the State of Arizona, as Surety, (hereinafter called the Surety), are held and firmly bound unto City of San Luis, Arizona [hereinafter called City] as Obligee, in the sum of ten percent (10%) of the total amount of the bid of Principal, submitted by him to the City for the work described below, for the payment of which sum, well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, and administrators, successors, and assigns, jointly and severally, firmly by these presents, and in conformance with Arizona Revised Statutes [ARS].

WHEREAS, the said Principal is herewith submitting its PROPOSAL for the City of San Luis San Luis Price Center – Roofing Replacement Project.

NOW, THEREFORE, if the City shall accept the PROPOSAL of the Principal and the Principal shall enter into a CONTRACT with the City in accordance with the terms of the PROPOSAL and give the Bonds and Certificates of Insurance as specified in the Standard Specifications with good and sufficient Surety for the faithful performance of the CONTRACT and for the prompt payment of labor and materials furnished in the prosecution of the CONTRACT, or in the event of the failure of the Principal to enter into the CONTRACT and give the Bonds and Certificates of Insurance, if the Principal pays to the City the difference not to exceed the penalty of the bond between the amount specified in the PROPOSAL and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by the PROPOSAL then this obligation is void. Otherwise it remains in full force and effect provided, however, that this bond is executed pursuant to the provisions of Section 34-201, ARS, and all liabilities on this bond shall be determined in accordance with the provisions of the section to the extent as if it were copied at length herein.

Signed and sealed this 25th day of January 2018, ~~2017~~.

Pilkington Commercial Co. Inc.	Western Surety Company
Principal Firm [Seal]	Surety Firm [Seal]
Principal Signature	Surety Signature
LEO D. Pilkington V.P. COO	Lori L. Dawson-Brown, Attorney-in-Fact
Name and Title	Name and Title

Minard-Ames Insurance Services
Agency of Record

4646 E. Van Buren #200 Phoenix AZ 85008
Address
{NOTE: attach current power of attorney}

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Michael D. Specht, Deborah K. Anderson, Lori L. Dawson-Brown, Wendy Capirci, Individually

of Phoenix, AZ, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 23rd day of June, 2016.

WESTERN SURETY COMPANY

Paul T. Bruflat, Vice President

State of South Dakota
County of Minnehaha } ss

On this 23rd day of June, 2016, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires
June 23, 2021

J. MOHR
NOTARY PUBLIC
SOUTH DAKOTA

J. Mohr, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 25th day of January 2018.

WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

Form F4280-7-2012

Authorizing By-Law

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

NON-COLLUSION AFFIDAVIT

Project Name: City of San Luis
San Luis Price Center – Roofing Replacement Project

To: City of San Luis, Arizona

That pursuant to Section 1128 of Title 23 USC, the undersigned in submitting a PROPOSAL for performing the following work by CONTRACT, being duly sworn, disposes and says that he has not, nor anyone associated with the business identified below, either directly or indirectly, entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with this CONTRACT.

Chris Pilkington
Signature of Bidder

Vice President, Treasurer
Title

Pilkington Commercial Co., Inc.
Business Name

2975 S. Ave B Yuma, AZ 85364
Address

Subscribed and sworn to before me this 14 day of February, 2018.

KATHERINE DAGUE
Notary Public - Arizona
Yuma County
My Comm. Expires Aug 10, 2020

Notary Public

Notary Public in and for the County of Yuma, State Arizona.

My Commission Expires August 10, 2020.

BIDDER'S PARTICIPATION, SUBCONTRACTOR AND SUPPLIER LIST

Project Name: City of San Luis
San Luis Price Center – Roofing Replacement Project

For: City of San Luis, Arizona

This form shall be submitted along with the PROPOSAL but PLACED IN A SEPARATE SEALED ENVELOPE. The outside of the envelope shall bear the name of the CONTRACTOR and be marked "**List of Bidder's Participation, Subcontractors and Suppliers**".

The BIDDER must list below the names and addresses of all qualified subcontractors and major suppliers to be employed on the various portions of the work indicated.

BIDDER AND ALL CONTRACTORS SHALL BE DULY LICENSED IN ACCORDANCE WITH ARIZONA REVISED STATUTES AT THE TIME OF THE BID OPENING.

	BIDDER, SUB CONTRACTOR AND/OR SUPPLIER	**CURRENT AZ LICENSE [SUB CONTRACTOR]**
1.	B&H Refigeration	C-79/AZ ROC # 070686
2.	Moran Sheet Metal	CR-45/AZ ROC # 078029
3.	Liggett Electrical Services	CR-11/AZ ROC # 293690
4.	Above All Plumbing	CR-37/ AZ ROC # 304099
5.	Progressive Roofing	CR-42/ AZ ROC # 073961
6.	Pacific Steel	A-11/ AZ ROC # 216847

CONTRACTOR'S QUALIFICATION STATEMENT

The undersigned certifies under oath to the truth and correctness of all statements and of all answer to questions made hereinafter.

SUBMITTED TO: City of San Luis

ADDRESS: Office of the City Clerk,City Hall, 1090 E. Union Street, City of San Luis, Arizona 85349

SUBMITTED BY: Chris Pilkington
NAME: Pilkington Commercial Co., Inc.
ADDRESS: 2975 S. Ave. B Yuma, AZ 85364

PRINCIPAL OFFICE:

- [X] **Corporation**
- [ ] **Partnership**
- [ ] **Individual**
- [ ] **Joint Venture**
- [ ] **Other**

1. How may years has your organization been in business as a general contractor? 30 years

2. How many years has your organization been in business under its present business name? 10 years

   a. Under what other or former names has your organization operated? Pilkington Construction Co., Inc.

3. If a corporation, answer the following:

   a. Date of incorporation: 02/02/2008
   b. State of incorporation: Arizona
   c. President's name: Tammy Pilkington
   d. Vice-president's name(s): Leo D. Pilkington & Chris Pilkington
   e. Secretary's name: Leo D. Pilkington
   f. Treasurer's name: Chris Pilkington

4. If an individual or a partnership, answer the following: N/A

   a. Date of organization: N/A
   b. Name and address of all partners (state whether general or limited partnership): N/A

5. If other than a corporation or partnership, describe organization and name principals: N/A

6. List states and categories in which your organization is legally qualified to do business. Indicate registration or license numbers. List states in which partnership or trade name is filed.
Arizona - General Contractor - 244265 B-1
California - General Contractor - 924516 B

7. We normally perform the following work with our own forces:
Painting & Finish Carpentry

8. Have you ever failed to complete any work awarded to you? If so, note when, where, and why:
No

9. Within the last five years, has any officer or partner of your organization ever been an officer or partner of another organization when it failed to complete a construction contract? If so, attach a separate sheet of explanation.
No

10. On a separate sheet, list major construction projects your organization has in process, giving the name of project, owner, architect, contract amount, percent complete, and scheduled completion date. Please see attached Exhibit A

11. On a separate sheet, list the major projects your organization has completed in the past five years, giving the name of project, owner, architect, contract amount, date of completion, and percentage of the cost of the work performed with your own forces.
Please see attached Exhibit B

12. On a separate sheet, list the construction experience of the key individuals of your organization.
Please see attached Exhibit C

13. Trade references: Please see attached Exhibit D

14. Bank references:

1st Bank Yuma
2799 S. 4th Avenue Yuma, AZ 85364
Brian Geren
928-783-3334

15. Name of bonding company and name and address of agent: Western Surety Co.
Minard-Ames Insurance Service- Lori - 4646 E Van Buren St # 200, Phoenix, AZ 85008

16. Attach a financial statement, audited if available, including Contractor's latest balance sheet and income statement showing the following items:

Please see attached Financial Statement

a. Current assets (e.g., cash, joint venture accounts, accounts receivable, notes receivable, accrued income, deposits, materials inventory and prepaid expenses):

Please see attached Financial Statement

b. Net fixed assets:

Please see attached Financial Statement

c. Other assets:

Please see attached Financial Statement

d. Current liabilities (e.g., accounts payable, notes payable, accrued expenses, provision for income taxes, advances, accrued salaries, and accrued payroll taxes):

Please see attached Financial Statement

e. Other liabilities (e.g., capital, capital stock, authorized and outstanding shares par values, earned surplus, and retained earnings):

Please see attached Financial Statement

f. Name of firm preparing financial statement and date thereof:

Please see attached Financial Statement

g. Is this financial statement for the identical organization named on page one?
Yes

h. If not, explain the relationship and financial responsibility of the organization whose financial statement is provided (e.g., parent-subsidiary):
N/A

i. Will this organization act as guarantor of the contract for construction?
N/A

17. Dated at Pilkington Commercial Co., Inc. Corporate Office this 14th day of February.

Name of organization: Pilkington Commercial Co., Inc.

By: Chris Pilkington

Title: Vice President, Secretary

18. Chris Pilkington being duly sworn deposes and says that he/she is the Vice President, Treasurer of Pilkington Commercial Co., Inc. Contractor(s), and that answers to the foregoing questions and all statements therein contained are true and correct.

Subscribed and sworn before me this 14th day of February, 2018.

Notary Public

KATHERINE DAGUE
Notary Public - Arizona
Yuma County
My Comm. Expires Aug 10, 2020

My commission expires: August 10, 2020

Financial Reports

PILKINGTON COMMERCIAL CO., INC.

Yuma, Arizona

FINANCIAL STATEMENTS

Year Ended December 31, 2016

Henry+Horne

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Offering You More

INDEPENDENT ACCOUNTANTS' REVIEW REPORT

To Management
Pilkington Commercial Co., Inc.
Yuma, Arizona

We have reviewed the accompanying financial statements of Pilkington Commercial Co., Inc. (an Arizona S corporation), which comprise the balance sheet as of December 31, 2016, and the related statements of income and retained earnings and cash flows for the year then ended, and the related notes to the financial statements. A review includes primarily applying analytical procedures to management's financial data and making inquiries of company management. A review is substantially less in scope than an audit, the objective of which is the expression of an opinion regarding the financial statements as a whole. Accordingly, we do not express such an opinion.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Accountants' Responsibility

Our responsibility is to conduct the review engagement in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. Those standards require us to perform procedures to obtain limited assurance as a basis for reporting whether we are aware of any material modifications that should be made to the financial statements for them to be in accordance with accounting principles generally accepted in the United States of America. We believe that the results of our procedures provide a reasonable basis for our conclusion.

Accountants' Conclusion

Based on our review, we are not aware of any material modifications that should be made to the accompanying financial statements in order for them to be in accordance with accounting principles generally accepted in the United States of America.

Henry & Horne, LLP

Scottsdale, Arizona
March 1, 2017

PILKINGTON COMMERCIAL CO., INC.
BALANCE SHEET
December 31, 2016

ASSETS

CURRENT ASSETS		
Cash and cash equivalents		$ 4,934,505
Contracts receivable		626,180
Prepaid expenses		2,266
Costs and estimated earnings in excess of billings on uncompleted contracts		23,155
	TOTAL CURRENT ASSETS	5,586,106
PROPERTY AND EQUIPMENT, net		103,636
	TOTAL ASSETS	$ 5,689,742

See independent accountants' review report and accompanying notes.

LIABILITIES AND SHAREHOLDERS' EQUITY

CURRENT LIABILITIES		
Current portion of long-term debt	$	4,226
Accounts payable		3,397,586
Accrued liabilities		47,776
Billings in excess of costs and estimated earnings on uncompleted contracts		442,758
TOTAL CURRENT LIABILITIES		3,892,346
LONG-TERM DEBT, less current portion		4,088
TOTAL LIABILITIES		3,896,434
SHAREHOLDERS' EQUITY		
Common stock - $1 par value; 1,000,000 shares authorized; 20,000 shares issued and outstanding		20,000
Retained earnings		1,773,308
TOTAL SHAREHOLDERS' EQUITY		1,793,308
TOTAL LIABILITIES AND SHAREHOLDERS' EQUITY	$	5,689,742

PILKINGTON COMMERCIAL CO., INC.
STATEMENT OF INCOME AND RETAINED EARNINGS
Year Ended December 31, 2016

CONSTRUCTION REVENUE		$ 19,178,450
COST OF CONSTRUCTION		17,828,576
	GROSS PROFIT	1,349,874
GENERAL AND ADMINISTRATIVE EXPENSES		836,415
	INCOME FROM OPERATIONS	513,459
OTHER INCOME (EXPENSE)		
Interest income		187
Interest expense		(1,001)
	NET INCOME	512,645
BEGINNING RETAINED EARNINGS		1,796,848
SHAREHOLDER DISTRIBUTIONS		(536,185)
	ENDING RETAINED EARNINGS	$ 1,773,308

See independent accountants' review report and accompanying notes.

PILKINGTON COMMERCIAL CO., INC.
STATEMENT OF CASH FLOWS
Year Ended December 31, 2016

CASH FLOWS FROM OPERATING ACTIVITIES		
Net income	$	512,645
Adjustments to reconcile net income to net cash provided by operating activities:		
Depreciation		34,211
(Increase) decrease in:		
Contracts receivable		1,845,840
Other receivables		7,039
Prepaid expenses		7,663
Costs and estimated earnings in excess of billings on uncompleted contracts		3,335
Increase (decrease) in:		
Accounts payable		2,224,651
Accrued liabilities		(7,030)
Billings in excess of costs and estimated earnings on uncompleted contracts		(189,025)
NET CASH PROVIDED BY OPERATING ACTIVITIES		4,439,329
CASH FLOWS USED IN INVESTING ACTIVITIES		
Purchases of property and equipment		(34,202)
CASH FLOWS FROM FINANCING ACTIVITIES		
Payments on long-term debt		(21,039)
Shareholder distributions		(536,185)
NET CASH USED IN FINANCING ACTIVITIES		(557,224)
NET INCREASE IN CASH AND CASH EQUIVALENTS		3,847,903
CASH AND CASH EQUIVALENTS AT BEGINNING OF YEAR		1,086,602
CASH AND CASH EQUIVALENTS AT END OF YEAR	$	4,934,505

See independent accountants' review report and accompanying notes.

NOTE 1 NATURE OF OPERATIONS AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Nature of Operations

Pilkington Commercial Co., Inc. (the "Company"), an Arizona S corporation, operates as a general building contractor, primarily engaging in commercial and industrial remodeling, renovation and construction for school districts, public agencies, health care facilities and other property owners in Yuma County, Arizona and the surrounding region.

Related Party Leasing Arrangements

The Company leases its facilities from an entity with common ownership (See Note 10). The Company and this entity are under common control, substantially all of the activities between the Company and this entity are related to leasing activities, and the principal amount of the debt of this entity does not exceed the value of the facilities leased by the Company. The Company, which qualifies as a private company, has elected not to evaluate whether this entity is a variable interest entity.

Use of Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make assumptions that affect the reported amounts of assets and liabilities and disclosures of contingent assets and liabilities as of the date of the financial statements, and reported amounts of revenues and expenses during the reporting period. Management periodically evaluates estimates used in the preparation of the financial statements for continued reasonableness. Appropriate adjustments, if any, to the estimates used are made prospectively based upon such periodic evaluation. It is reasonably possible that changes may occur in the near term that would affect management's estimates with respect to the percentage of completion method.

Balance Sheet Classification

The Company includes in current assets and liabilities retainage amounts receivable and payable under construction contracts which may extend beyond one year. A one-year period is used as a basis of classifying all other current assets and liabilities.

Revenue and Cost Recognition

The Company recognizes revenues from construction contracts using the percentage-of-completion method, measured by the percentage of cost incurred to date to the estimated total cost for each contract. That method is used because management considers total cost to be the best available measure of progress on contracts. Because of inherent uncertainties in estimating costs, it is at least reasonably possible that the estimates used will change within the near term.

NOTE 1 NATURE OF OPERATIONS AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Revenue and Cost of Recognition (Continued)

Contract costs include all direct material, labor, subcontracting, and equipment costs, and those indirect costs related to contract performance, such as indirect labor, supplies, tools, repairs, and depreciation. General and administrative costs are charged to expense as incurred. Provisions for estimated losses on uncompleted contracts are made in the period in which such losses are determined. Changes in job performance, job conditions, and estimated profitability, including those arising from contract penalty provisions and final contract settlements, may result in revisions to costs and income. Such changes are recognized in the period in which the revisions are determined.

The asset, "Costs and estimated earnings in excess of billings on uncompleted contracts", represents revenues recognized in excess of amounts billed. The liability, "Billings in excess of costs and estimated earnings on uncompleted contracts", represents billings in excess of revenues recognized.

Cash and Cash Equivalents

The Company considers all highly liquid investments with an original maturity of three months or less to be cash equivalents in the accompanying balance sheet.

Contracts Receivable

Contracts receivable are carried at the outstanding amount due less an allowance for doubtful accounts, if an allowance is deemed necessary. The Company provides an allowance for doubtful accounts that is based upon management's consideration of historical collection information, existing economic conditions, and the financial stability of its customers. The Company follows the practice of filing statutory liens on all construction projects where collection problems are anticipated, and the liens serve as collateral for such contracts receivable.

Management considers receivables to be past due when they remain uncollected for more than ninety days after the invoice date. The Company does not accrue finance or interest charges on past due receivables.

When an account is ultimately determined to be uncollectible, and due diligence for collection has taken place, the receivable is written off.

NOTE 1 NATURE OF OPERATIONS AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Property and Equipment

Property and equipment are stated at cost. Major additions and improvements are capitalized. Repair and maintenance costs which do not extend the life of the respective asset are expensed as incurred. When assets are retired or otherwise disposed of, the related cost and accumulated depreciation are removed from the accounts and any related gain or loss is included in other income or expense.

Depreciation is provided utilizing the straight-line method over the estimated useful lives of the assets.

Sales Taxes

States, counties and municipalities generally impose a transaction privilege tax (or sales tax) on the Company's revenue from non-exempt customers. The Company collects those taxes from customers and remits the entire amount to the taxing jurisdictions. The Company includes the taxes collected in construction revenues and taxes remitted as a component of cost of construction. Taxes included in construction revenue and cost of construction for the year ended December 31, 2016 totaled approximately $56,000.

Income Taxes

The Company has elected to be taxed under the provisions of Subchapter S of the Internal Revenue Code. Under those provisions, the Company does not pay corporate income taxes on its taxable income. Instead, the shareholders are liable for individual income taxes on the Company's taxable income.

Date of Management's Review

Subsequent events have been evaluated through **March 1, 2017**, which is the date the financial statements were available to be issued. Management has determined that no events have occurred subsequent to year end that would require adjustment to, or disclosure in, the financial statements.

NOTE 2 CONCENTRATIONS OF CREDIT RISK

Financial instruments that potentially subject the Company to significant concentrations of credit risk consist principally of cash and contracts receivable. The Company maintains its cash and certificates of deposit in bank accounts, which at times may exceed amounts insured by the Federal Deposit Insurance Corporation. The Company's uninsured balance was approximately $5,170,000 as of December 31, 2016.

NOTE 3 CONTRACTS RECEIVABLE

Contracts receivable consisted of the following at December 31, 2016:

Contracts in progress and completed contracts	$ 440,777
Retentions	185,403
Allowance for doubtful accounts	-
	$ 626,180

Past due contracts receivable at December 31, 2016 totaled $1,472.

NOTE 4 COSTS AND ESTIMATED EARNINGS ON UNCOMPLETED CONTRACTS

Contract costs, estimated earnings, and billings consisted of the following at December 31, 2016:

Costs incurred on uncompleted contracts	$ 14,149,627
Estimated earnings	682,627
	14,832,254
Billings to date	(15,251,857)
	$ (419,603)

Included in the accompanying balance sheet under the following captions:

Costs and estimated earnings in excess of billings on uncompleted contracts	$ 23,155
Billings in excess of costs and estimated earnings on uncompleted contracts	(442,758)
	$ (419,603)

NOTE 5 PROPERTY AND EQUIPMENT

Property and equipment consisted of the following at December 31, 2016:

Construction equipment	$ 141,600
Vehicles	291,662
Office furniture and equipment	37,724
	470,986
Accumulated depreciation	(367,350)
	$ 103,636

Depreciation expense for the year ended December 31, 2016 totaled $34,211.

NOTE 6 ACCOUNTS PAYABLE

Accounts payable consisted of the following at December 31, 2016:

Subcontracts and trade payables	$ 2,333,914
Retentions payable	1,063,672
	$ 3,397,586

NOTE 7 LINE OF CREDIT

The Company has established a bank line of credit in the amount of $500,000 (subject to a borrowing base calculation) with interest payable at 2½% above the bank's index rate, but not less than 6½%. The line, which is renewable in October 2017, is secured by contract receivables and is personally guaranteed by the shareholders. At December 31, 2016, there was no outstanding balance on the bank line of credit.

NOTE 8 PROFIT SHARING PLAN

The Company has a profit sharing plan that covers all employees who meet the plan's eligibility requirements. Contributions to the plan, of which there were none for the year ended December 31, 2016, are at the discretion of management.

NOTE 9 LONG-TERM DEBT

Long-term debt consisted of the following at December 31, 2016:

Notes payable to a finance company in monthly installments of $382, including interest at 5.6%, secured by a vehicle. Final installment is due in November 2018.	$ 8,314
Less current portion	4,226
	$ 4,088

Future maturities of long-term debt as of December 31, 2016, are as follows:

Year Ending December 31,	
2017	$ 4,226
2018	4,088
	$ 8,314

NOTE 10 RELATED PARTY TRANSACTIONS

The Company rents its facilities from an entity that is owned by the shareholders on a month-to-month basis. Rent expense for the year ended December 31, 2016 totaled approximately $133,000.

The Company uses a company that is owned by a family member of the shareholders as a subcontractor on certain projects. During the year ended December 31, 2016, subcontract cost to this entity totaled approximately $141,000.

NOTE 11 BACKLOG

The following schedule shows a reconciliation of backlog representing the amount of revenue the Company expects to realize from work to be performed on uncompleted contracts in progress at December 31, 2016, and from contractual agreements on which work has not yet begun:

Balance at beginning of year	$ 37,242,118
New contracts and change orders	12,812,966
	50,055,084
Less contract revenue earned	19,178,450
Balance at end of year	$ 30,876,634

NOTE 12 SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION

During the year ended December 31, 2016, cash paid for interest approximated interest expense.

STATE OF ARIZONA

Office of the

Registrar of Contractors

License No. ROC244265

This is to Certify That

PILKINGTON COMMERCIAL CO INC (CORP.)

having been shown to possess all the necessary qualifications, and having complied with all the requirements of the law, is by order of the Registrar of Contractors duly licensed and admitted to engage in and pursue the business of

B-01
GENERAL COMMERCIAL CONTRACTOR

Contractor in the State of Arizona. Given under my hand and the seal of the Registrar of Contractors in my office, City of Phoenix, this 10TH *day of* APRIL, 2008.

Arizona Registrar of Contractors
1931

Fidelis V. Garcia
DIRECTOR

STATE OF CALIFORNIA

Contractors State License Board

Pursuant to Chapter 9 of Division 3 of the Business and Professions Code
and the Rules and Regulations of the Contractors State License Board,
the Registrar of Contractors does hereby issue this license to:

PILKINGTON COMMERCIAL CO INC

License Number 924516

to engage in the business or act in the capacity of a contractor
in the following classification(s):

B - GENERAL BUILDING CONTRACTOR

Witness my hand and seal this day,

November 4, 2008

Issued November 3, 2008

James Miller
Board Chair

This license is the property of the Registrar of Contractors, is not transferrable, and shall be returned to the Registrar upon demand when suspended, revoked, or invalidated for any reason. It becomes void if not renewed.

Stephen P. Sands
Registrar of Contractors

13L-24 (REV. 12-07) OSP 07 105460

AUDIT NO: 455604

EXHIBIT A

NAME OF PROJECT	OWNER NAME	ARCHITECT	CONTRACT AMOUNT	PERCENT COMPLETE	SCHEDULE COMPLETION DATE	PROJECT DESCRIPTION
Fort Yuma Health Care Center	IHS Engineering Services	Dekker/Perich/Sabatini, Ltd	$ 33,700,000.00	94%	Friday, March 16, 2018	PCC is a General Contractor on this project. The Fort Yuma Health Care Center is located in Winterhaven, California on an approximately 13 acre site. The site is bordered to the north by Highway S24 (Picacho Road), to the south and west by Agnes Road and to the east by Quechan Drive. Proposed construction will consist of an approximately 70,000 square foot, single story and steel frame building with additional improvements including an asphaltic concrete paved parking area along with associated utilities.
Ehrenberg Port of Entry Ph II	Arizona Department of Transportation (ADOT)	Gabor Lorant Architects, Inc	$ 2,985,667.00	59%	Friday, June 15, 2018	PCC is a Subcontractor on this project. The project is located on I-10 in LaPaz County on Bureau of Land Management (BLM) land between milepost 3.28 and milepost 4.51. The work consists of reconstructing the existing Port of Entry, constructing a new operations building, new satellite credential booths, building canopy, new Portland cement concrete pavement, and asphaltic concrete temporary connectors. Additional work includes constructing box culvert, sewer and roadway lighting systems, concrete sidewalk, pavement markings & signing, and other miscellaneous work.
NAF Visiting Quarters Davis-Monthan AFB	US Army Corps of Engineers	Lee & Sakahara Architects, Inc.	$ 209,000.00	0%	START - OCTOBER 2018	PCC is a Subcontractor on this project. Perform all work and shall furnish all supervision, labor, materials, layout, hoisting, tools, equipment, supplies, shop drawings, samples, bonds, insurance and all other things necessary to INSTALL ONLY Door, and Hardware.

Pilkington Commercial Co INC

2975 South Avenue B, Yuma, Arizona 85364
Office (928) 317-0345 • Fax (928) 317-0299
(888) 622-6288
AZ Comm Lic. No. 244265
CA Comm Lic. No. 924516

EXHIBIT B

11. On a separate sheet, list the major projects your organization has completed in the past five years, giving the name of project, owner, architect, contract amount, date of completion, and percentage of the cost of the work performed with your own forces.

Project Title:	iFLY Indoor Skydiving - Oceanside
Owner:	T. Brook LLC
Architect:	Hodges & Associates Architecture
Final Contract Amount:	$7,299,285.00
Completion Date:	August 2017
Self-Performed Percentage:	15%

Project Title:	PAAC - Pacific Ave Athletic Complex
Owner:	City of Yuma
Architect:	DWL Architects
Final Contract Amount:	$1,475,000.00
Completion Date:	August 2017
Self-Performed Percentage:	15%

Project Title:	Cibola - Classroom Addition CMAR
Owner:	Yuma High School District
Architect:	Burns Wald-Hopkins Shambach Architects
Final Contract Amount:	$2,327,444.00
Completion Date:	August 2017
Self-Performed Percentage:	15%

Project Title:	Point Loma – Submarine Learning Center (Security/Hardening)
Owner:	Electric Boat Corporation
Architect:	Electric Boat Corporation
Final Contract Amount:	$286,750.00
Completion Date:	October 2016
Self-Performed Percentage:	15%

Project Title:	Ehrenberg Port of Entry
Owner:	Arizona Department of Transportation
Architect:	Gabor Lorant Architects, Inc.
Final Contract Amount:	$2,167,971.00
Completion Date:	June 2016
Self-Performed Percentage:	15%

Project Title:	iFLY Ontario (Indoor Skydiving Facility)
Owner:	SkyGroup Investments, LLC
Architect:	Hodges & Associates Architecture
Final Contract Amount:	$6,526,996.00
Completion Date:	April 2016
Self-Performed Percentage:	15%

Project Title:	Mountain Health & Wellness – Observation Unit Reno
Owner:	Mountain Health & Wellness
Architect:	Venture Architects
Final Contract Amount:	$305,285.00
Completion Date:	December 2015
Self-Performed Percentage:	15%

Project Title:	Talecris Plasma Center
Owner:	Grifols Plasma Operations / Metro Construction Management
Architect:	Archtype Design Group, Inc.
Final Contract Amount:	$1,042,305.00
Completion Date:	August 2015
Self-Performed Percentage:	15%

Project Title:	AWC Public Safety Building
Owner:	Arizona Western College
Architect:	Patterson-Thompson Architects, PC
Final Contract Amount:	$1,333,355.00
Completion Date:	August 2015
Self-Performed Percentage:	15%

Project Title:	YPG – Daly Terminal Expansion
Owner:	US Army Corps of Engineers (LA District)
Architect:	US Army Corps of Engineers (Sacramento District)
Final Contract Amount:	$696,000.00
Completion Date:	March 2015
Self-Performed Percentage:	15%

Project Title:	YPG – Fire Station No. 2
Owner:	US Army Corps of Engineers
Architect:	Wayne Pea Architect
Final Contract Amount:	$747,328.00
Completion Date:	March 2015
Self-Performed Percentage:	15%

Project Title:	YPG Admin Facility
Owner:	US Army Corps of Engineers
Architect:	US Army Corps of Engineers
Final Contract Amount:	$706,066.00
Completion Date:	March 2015
Self-Performed Percentage:	15%

Project Title:	YPG Storage Facility
Owner:	US Army Corps of Engineers
Architect:	US Army Corps of Engineers
Final Contract Amount:	$707,966.00
Completion Date:	March 2015
Self-Performed Percentage:	15%

Project Title:	Harvest Preparatory Academy – San Luis Campus
Owner:	MJY Community Development, Inc.
Architect:	Edais Engineering, Inc.
Final Contract Amount:	$1,338,986.00
Completion Date:	October 2014
Self-Performed Percentage:	15%

Project Title:	Romer Beverage Additions & Renovations
Owner:	Romer Beverage
Architect:	Sternco Engineers
Final Contract Amount:	$593,984.00
Completion Date:	January 2014
Self-Performed Percentage:	15%

Project Title:	YPG Free Fall Simulator
Owner:	US Army Corps of Engineers
Architect:	Sixty First Place Architects
Final Contract Amount:	$10,300,000.00
Completion Date:	December 2013
Self-Performed Percentage:	15%

Project Title:	Yuma Honda
Owner:	SRZ Yuma
Architect:	John Mahoney Architect
Final Contract Amount:	$3,778,499.00
Completion Date:	June 2013
Self-Performed Percentage:	15%

Project Title:	Farm Credit Services - Remodel
Owner:	Farm Credit Services
Architect:	N/A
Final Contract Amount:	$115,265.00
Completion Date:	December 2012
Self-Performed Percentage:	15%

Project Title:	AWC Learning Center
Owner:	Arizona Western College
Architect:	Patterson-Thompson Architects, PC
Final Contract Amount:	$1,643,021.00
Completion Date:	November 2012
Self-Performed Percentage:	15%

Project Title:	AWC Auto Lab Renovation
Owner:	Arizona Western College
Architect:	Patterson-Thompson Architects
Final Contract Amount:	$465,075.00
Completion Date:	September 2012
Self-Performed Percentage:	15%

Project Title:	Cibola High School - CMAR
Owner:	Yuma Union High School District #70
Architect:	Breckenridge Group Architects
Final Contract Amount:	$1,806,412.00
Completion Date:	August 2012
Self-Performed Percentage:	15%

Pilkington
Commercial Co INC

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Office (928) 317-0345 • Fax (928) 317-0299

(888) 622-6288

AZ Comm Lic. No. 244265
CA Comm Lic. No. 924516

EXHIBIT C

12. On a separate sheet, list the construction experience of the key individuals of your organization.

Please see attached Resumes for:

- Clint Harrington – Project Manager
- James Young – Superintendent

CLINT J. HARRINGTON RESUME

Employment

- Pilkington Commercial Co. Inc. – Project Manager/Business Development (03/17 – current) Yuma, AZ
  - Commercial General Contracting in Arizona and California in both private and governmental sectors.
- MAC Electric, Inc. – Vice President/Director of Operations (11/05 – 03/17) Yuma, AZ/San Diego, CA/Albuquerque, NM
  - Commercial Electrical and General Contracting in Arizona, California, New Mexico and Texas in both private and governmental sectors.
- D & H Electric Inc. – Electrician/Estimator/Project Manager (06/02– 11/05) Yuma, AZ
  - Commercial and Residential Electrical Contracting in Arizona and California in both private and governmental sectors.

Education

- Bachelor of Science - Agricultural and Biosystems Engineering - University of Arizona – (1997 -2002) Tucson, AZ
  - School of Engineering Outstanding Senior 2001
  - University of Arizona Engineering Ambassador(2000-2002)
  - American Society of Agricultural Engineers – U of A Chapter President (2000-2002)
  - University of Arizona – 1/4 Scale Tractor Engineering Design Team – Team Leader (2000-2002)
- Arizona Western College – (1995 -1996) Yuma, AZ
- Cibola High School Graduate – (1991 -1995) Yuma, AZ

Professional Registrations, Certifications & Memberships

- Independent Electrical Contractors Association - Arizona Journeyman Electrician (Certified 2007)
  - Outstanding Apprentice Award 2007
- California Journeyman Electrician (Certified 2008)
- Texas Master Electrician – License # 199526 (Certified 2006)
- National Center for Construction Education and Research Certified Electrical Instructor (Certified 2006)
- OSHA – 30 Hour Training, Card # 600172192 (Certified 2008)
- EM 385 Construction Hazard Awareness Safety Training (Certified 2008)
- USACE Construction Quality Management for Contractors (Certified 2010)
- Independent Electrical Contractors Association of Arizona Member (IECA)
- Yuma Southwest Contractor's Association Member
- Leadership in Energy & Environmental Design - LEED® Associate (Certified 2010)
- City of Yuma Building Advisory Board - Electrical Representative (2013 -2016)
- City of Yuma Building Advisory Board - Chairman (Current)

Contractor Licenses

- Arizona A-17 (ROC # 208894 Commercial Electrical and Transmission Lines) (2000 -current)
- Arizona CR-11 (ROC # 208893 Dual Commercial and Residential Electrical) (2005 -2009)
- California (C10-911785 Commercial Electrical) (2008-current)
- Texas (TECL 26351 Commercial Electrical) (2008-current)
- New Mexico (EE-98 # 34016 Residential and Commercial Electrical) (2011-current)

Professional Experience

- I have estimated, been awarded and managed numerous design-build and design-bid-build projects including many government buildings, remodel, repair & alteration, public buildings and schools, industrial and commercial buildings, SCADA Systems and other special system projects in and around Yuma, Southern California, New Mexico and Texas.
- The majority of my work experience was gained while owning and operating MAC Electric, Inc. I opened up MAC Electric in 2005 with my wife as the president in order to pursue government Department of Defense (DoD) projects that are set-aside for minority women owned firms via a 8(a) certification.

- My responsibilities as the Director of Operations at MAC Electric include but are not limited to:
  - Make decisions for operational activities and set strategic goals.
  - Plan and monitor the day-to-day running of business to ensure smooth progress.
  - Supervise staff from different departments and provide constructive feedback.
  - Evaluate regularly the efficiency of business procedures according to organizational objectives and apply improvements.
  - Manage procurement processes and coordinate material and resources allocation.
  - Review financial information and adjust operational budgets to promote profitability.
  - Revise and/or formulate policies and promote their implementation.
  - Manage relationships/agreements with external customers, vendors and subcontractors.
  - Evaluate overall performance by gathering, analyzing and interpreting data and metrics.
  - Ensure that the company runs with legality and conformity to established regulations.

Project Experience

There are many past projects that I have managed from the initial estimating stage all the way to final completion while operating MAC Electric. As the prime contractor, MAC Electric was awarded (152) contracts/task orders since 2007 for a grand total of $50,770,358. This total doesn't include work performed as a subcontractor and/or private sector work. Below are the (20) largest projects and DoD contracting vehicles that were awarded under my supervision:

1. Type of Contract: Electrical subcontractor to GC
   - Description: Provide security (CCTV, access control and intrusion detection) and traffic control for the huge multi-year $187 million port of entry expansion.
   - General Contractor: Hensel Phelps Construction Company
   - Place of Performance: Mariposa Land Port of Entry - Nogales, AZ
   - Contract Number: GS09P09KTC0087
   - Total Contract Amount: $15.8 million
   - Period of Performance: 2011 - 2014
2. Type of Contract: 8(a) Set side – Firm Fixed Price
   - Description: Construct Yuma hanger complex which includes CBP Air Marine administration building and (2) hangers. MAC Electric and PCc teamed up for this project.
   - Agency: Department of Homeland Security (DHS)
   - Place of Performance: Yuma, AZ
   - Contract Number: HSBP10111C00033
   - Total Contract Amount: $8.93 million
   - Period of Performance: 2011 - 2012
3. Type of Contract: Multiple Award Task Order Contract (MATOC)
   - Agency: U.S. Army Mission and Installation Command (MICC)
   - Place of Performance: US Army Yuma Proving Grounds – Yuma, AZ
   - Contract Number: W9124R-11-D-0214
   - Total Contract Amount: $7.15 million
   - Period of Performance: 2011 - 2017
4. Type of Contract: Electrical subcontractor to GC
   - Description: Construction of a C-130 corrosion control hanger and fuel cell repair hanger with a 15 kV electrical substation with (2) miles of high voltage duct bank for Special Operation Forces (SOF).
   - General Contractor: Hensel Phelps Construction Co.
   - Place of Performance: Cannon Air Force Base Clovis, NM
   - Contract Number: W912PP10C0015
   - Total Contract Amount: $5.1 million
   - Period of Performance: 2010 – 2013

5. Type of Contract: Performance Oriented Construction Activities (POCA)
   - Agency: U.S. Army Corps of Engineers (USACE) LA District
   - Contract Number: W912PL-14-D-0008
   - Place of Performance: US Army Yuma Proving Grounds – Yuma, AZ
   - Total Contract Amount: $3.32 million
   - Period of Performance: 2014-2017
6. Type of Contract: Indefinite Delivery Contract (Multi-Award Vehicle) – Electrical Job Order Contract (JOC)
   - Agency: Naval Facilities Engineering Command Southwest (NAVFAC SW)
   - Contract Number: N6247314D0409
   - Place of Performance: Marine Corps Air Station Yuma – Yuma, AZ
   - Total Contract Amount: $3.19 million
   - Period of Performance: 2014-2017
7. Type of Contract: Indefinite Delivery Contract (Multi-Award Vehicle)
   - Agency: Air Force Nuclear Weapons Center (AFNWC)
   - Contract Number: FA940114D0002
   - Place of Performance: Kirtland Air Force Base – Albuquerque, NM
   - Total Contract Amount: $3.09 million
   - Period of Performance: 2014-2017
8. Type of Contract: 8(a) Set side – Firm Fixed Price
   - Description: South Bay and Nogales International Water Treatment Plant Security Enhancements.
   - Description: South Bay and Nogales International Water Treatment Plant Security Enhancements.
   - Agency: International Boundary Water Commission
   - Contract Number: IBM16C0004
   - Place of Performance: San Ysidro, CA and Nogales, AZ
   - Total Contract Amount: $2.96 million
   - Period of Performance: 2016-2017
9. Type of Contract: Indefinite Delivery Contract (Multi-Award Vehicle) - Job Order Contract (JOC)
   - Agency: U.S. Army Mission and Installation Command (MICC)
   - Place of Performance: US Army Yuma Proving Grounds – Yuma, AZ
   - Contract Number: W9124R-11-D-0205
   - Total Contract Amount: $2.26 million
   - Period of Performance: 2011 - 2014
10. Type of Contract: Indefinite Delivery Contract (Multi-Award Vehicle) – Electrical Job Order Contract (JOC)
    - Agency: Naval Facilities Engineering Command Southwest (NAVFAC SW)
    - Contract Number: N6247316D2604
    - Place of Performance: Naval Base Point Loma – San Diego, CA
    - Total Contract Amount: $2.19 million
    - Period of Performance: 2015-2017
11. Type of Contract: Performance Oriented Construction Activities (POCA)
    - Agency: U.S. Army Corps of Engineers (USACE) LA District
    - Contract Number: W912PL-16-D-0023
    - Place of Performance: US Army Yuma Proving Grounds – Yuma, AZ
    - Total Contract Amount: $1.8 million
    - Period of Performance: 2016-2017
12. Type of Contract: Performance Oriented Construction Activities (POCA)
    - Agency: U.S. Army Corps of Engineers (USACE) LA District
    - Contract Number: W912PL-15-D-0018
    - Place of Performance: US Army Yuma Proving Grounds – Yuma, AZ
    - Total Contract Amount: $1.66 million
    - Period of Performance: 2015-2016
13. Type of Contract: Basic Order Agreement (BOA)
    - Agency: Naval Facilities Engineering Command Southwest (NAVFAC SW)
    - Contract Number: N62473-10-G-5423

- Place of Performance: Marine Corps Air Station Yuma – Yuma, AZ
- Total Contract Amount: $1.42 million
- Period of Performance: 2009 -2013

14. Type of Contract: 8(a) Set side – Firm Fixed Price
    - Description: P-556 Construct airfield runway lighting and control building.
    - Agency: Naval Facilities Engineering Command Southwest (NAVFAC SW)
    - Place of Performance: Marine Corps Air Station Yuma – Yuma, AZ
    - Contract Number: N6247310C0409
    - Total Contract Amount: $1.36 million
    - Period of Performance: 2010-2011
15. Type of Contract: 8(a) Set side – Firm Fixed Price
    - Description: Anzalduas and Retamal Dams Security Enhancements.
    - Agency: International Boundary Water Commission
    - Contract Number: IBM16C0012
    - Place of Performance: Mission and Donna Texas
    - Total Contract Amount: $1.15 million
    - Period of Performance: 2016-2017
16. Type of Contract: 8(a) Sole Source
    - Description: Design/Build of Electric Vehicle Charging Stations and Infrastructure
    - Agency: Naval Facilities Engineering Command Southwest (NAVFAC SW)
    - Contract Number: N6247316C2205
    - Place of Performance: Marine Corps Air Station Miramar – San Diego, CA
    - Total Contract Amount: $910,709
    - Period of Performance: 2016-2017
17. Type of Contract: 8(a) Sole Source – Firm Fixed Price
    - Description: Construction of Administration Building for IPM/MAL -13
    - Agency: Naval Facilities Engineering Command Southwest (NAVFAC SW)
    - Contract Number: N6247316C0605
    - Place of Performance: Marine Corps Air Station Yuma – Yuma, AZ
    - Total Contract Amount: $898,970
    - Period of Performance: 2015-2017
18. Type of Contract: Purchase Order
    - Description: Procurement of various construction materials for the 820th Red Horse Squadron
    - Agency: U.S. Army Corps of Engineers (USACE) LA District
    - Contract Number: W912PL-14-D-0025
    - Place of Performance: US Army Yuma Proving Grounds – Yuma, AZ
    - Total Contract Amount: $888,290
    - Period of Performance: 2014
19. Type of Contract: Performance Oriented Construction Activities (POCA)
    - Agency: U.S. Army Corps of Engineers (USACE) LA District
    - Contract Number: W912PL-16-D-0021
    - Place of Performance: US Army Yuma Proving Grounds – Yuma, AZ
    - Total Contract Amount: $847,797
    - Period of Performance: 2016-2017
20. Type of Contract: 8(a) Sole Source – Firm Fixed Price
    - Description: Replace damaged 12.47 kV overhead electrical distribution line.
    - Agency: Naval Facilities Engineering Command Southwest (NAVFAC SW)
    - Place of Performance: Barry M. Goldwater Bombing Range – Yuma, AZ
    - Contract Number: N6247310C0408
    - Total Contract Amount: $892,521
    - Period of Performance: 2010-2011

JAMES YOUNG RESUME

PROFILE

Results-oriented, hands-on construction and development professional with 26+ years of expertise in all facets of the industry. Extensive experience related to building and heavy/civil construction. Verifiable track record for the successful completion of projects ranging from $230K to $45M through coordinating trades, developing partnerships, and building positive rapport with architects, engineers, local officials, vendors, and clients while maintaining costs. Versed in building code and regulations, Quality Control, submittal register, supervising onsite management staff, scheduling all trades and sub-contractors, weekly sub-contractor meetings, liaison with owner, architect, mechanical and structural engineers, and fire department officials, RFIs, and NOCs supervising horizontal and vertical work activities, and onsite inspections through certification of occupancy.

AREAS OF EXPERTISE:

- Team Building and Leadership
- Quality Control Management
- Safety & Compliance Management
- Construction Planning & Scheduling
- OSHA Safety Compliance & EM-385
- Vendor & Materials Management
- Building Codes & Permits
- Organization & Time Management
- MS Windows, MS Office; Outlook
- First Aid & CPR with current certification

EMPLOYMENT HISTORY:

For the following projects I have executed the role of Superintendent, Site Safety & Quality Control Manager including maintaining Quality Control information on a daily basis including the Contractor Quality Control (CQC) Plan elements, such as: Quality Control organization, definable features of work, submittal register, QC requirements, equipment list, Daily CQC Report, QC punch list items, QC testing, transferred & installed property & user training requirements. Additional responsibilities include conducting & supervising on site management staff, assisting in technical submittal reviews, onsite inspections, supervising horizontal & vertical work activities, safety meetings, job safety hazard analysis reports, scheduling all trades and subcontractors, 2 week look ahead scheduling, weekly sub-contractors meeting, government & special inspections, punch list items, liaison with owner, architect, mechanical, structural engineers, and fire department officials, RFIs, and NOCs. Projects successfully completed on time and under budget.

- Pilkington Commercial Co., Inc. 2010 – Present - Superintendent/Quality Control Manager/Safety Officer
- Hal Hays Construction, Inc., Riverside, CA 2009-2010 - Superintendent/Quality Control Manager/Safety Officer
- DPE Engineering Construction, Yuma, AZ 2008-2009 - Superintendent/Quality Control Manager/Safety Officer
- Pilkington Construction Company, Yuma, AZ 2005-2008 - Superintendent/Quality Control Manager/Safety Officer
- Russell AC, Deer Valley, AZ 2005-2005 - Superintendent/Pipefitter Foreman
- Kiewit Western Company, Tempe AZ 2004-2005 - Super/Pipefitter Foreman
- SNC Lavalin Constructors, Inc., Gila Bend, AZ 2002-2004 - Structural Welder/Pipefitter
- Southwestern Wood Creations, Inc., Gila Bend, AZ 1991-2002 - Manufacturer/Owner

PROFESSIONAL DEVELOPMENT

Safe Forklift Operation Certified	CQC Certified
10 Hour OSHA Construction Safety Certification	30 Hour OSHA Construction Certification
First Aid Certified	CPR Certified

EXHIBIT D - TRADE REFERENCES

Name of Client:	Arizona Western College
Contact:	Steve Eckert
Email Address:	steve.eckert@azwestern.edu
Telephone Number:	928-314-9475
Name of Project:	**AWC San Luis**
Initial Budget:	$912,726.00
Final Cost:	$926,981.00
Initial Scheduled Completion Date:	Friday, December 08, 2017
Final Completion:	Thursday, December 21, 2017

Name of Client:	T. Brook LLC
Contact:	Rob
Email Address:	rob@iflyoceanside.com
Telephone Number:	847-875-3946
Name of Project:	**iFLY Oceanside**
Initial Budget:	$7,299,285.00
Final Cost:	$7,934,735.00
Initial Scheduled Completion Date:	Friday, May 05, 2017
Final Completion:	Wednesday, August 02, 2017

Name of Client:	US Army Corps of Engineers
Contact:	Ernesto Elias
Email Address:	Ernesto.Elias@usace.army.mil
Telephone Number:	928-502-2889
Name of Project:	**YPG Free Fall Simulator**
Initial Budget:	$10,300,000.00
Final Cost:	$10,300,000.00 (No Change Orders)
Initial Scheduled Completion Date:	Sunday, January 05, 2014
Final Completion:	Sunday, January 05, 2014

Name of Client:	SkyGroup Investments, LLC
Contact:	Bill Adams
Email Address:	badams@iflyworld.com
Telephone Number:	512-674-9209
Name of Project:	**iFLY Ontario (Indoor Skydiving Facility)**
Initial Budget:	$6,030,734.00
Final Cost:	$6,526,996.00
Initial Scheduled Completion Date:	Tuesday, April 12, 2016
Final Completion:	Tuesday, April 12, 2016

BIDDER'S PARTICIPATION, SUBCONTRACTOR AND SUPPLIER LIST

Project Name: City of San Luis
San Luis Price Center – Roofing Replacement Project

For: City of San Luis, Arizona

This form shall be submitted along with the PROPOSAL but PLACED IN A SEPARATE SEALED ENVELOPE. The outside of the envelope shall bear the name of the CONTRACTOR and be marked "**List of Bidder's Participation, Subcontractors and Suppliers".**

The BIDDER must list below the names and addresses of all qualified subcontractors and major suppliers to be employed on the various portions of the work indicated.

BIDDER AND ALL CONTRACTORS SHALL BE DULY LICENSED IN ACCORDANCE WITH ARIZONA REVISED STATUTES AT THE TIME OF THE BID OPENING.

	BIDDER, SUB CONTRACTOR AND/OR SUPPLIER	**CURRENT AZ LICENSE [SUB CONTRACTOR]**
1.	B&H Refigeration	C-79/AZ ROC # 070686
2.	Moran Sheet Metal	CR-45/AZ ROC # 078029
3.	Liggett Electrical Services	CR-11/AZ ROC # 293690
4.	Above All Plumbing	CR-37/ AZ ROC # 304099
5.	Progressive Roofing	CR-42/ AZ ROC # 073961
6.	Pacific Steel	A-11/ AZ ROC # 216847

AFFP

PO#2018-1694 San Luis Price Ce

Affidavit of Publication

STATE OF ARIZONA }
COUNTY OF YUMA } SS

Lisa Reilly or Kelsey Bistodeau, being duly sworn, says:

That she is Publisher or Business Manager of the Yuma Sun, a daily newspaper of general circulation, printed and published in Yuma, Yuma County, Arizona; that the publication, a copy of which is attached hereto, was published in the said newspaper on the following dates:

January 06, 2018, January 07, 2018

That said newspaper was regularly issued and circulated on those dates.

SIGNED:

Kelsey Bistodeau

Publisher or Business Manager

Subscribed to and sworn to me this 7th day of January 2018.

Virgen P. Perez

Virgen P Perez, Notary, Yuma County, Arizona

My commission expires: May 10, 2021

00005362 00134261 9283418599

CITY OF SAN LUIS - LEGAL COMMUNITY DEVELOPMENT
CITY OF SAN LUIS - LEGAL
PO BOX 1170/1090 E. UNION ST
SAN LUIS, AZ 85349

VIRGEN P PEREZ
NOTARY PUBLIC, ARIZONA
YUMA COUNTY
My Commission Expires
May 10, 2021

REQUEST FOR PROPOSALS
CITY OF SAN LUIS, ARIZONA
SAN LUIS PRICE CENTER
ROOFING REPLACEMENT PROJECT

NOTICE IS HEREBY GIVEN THAT sealed proposals or bids will be received in the Office of the City Clerk, City Hall, 1090 E. Union Street, City of San Luis, Arizona until 3:00 P.M. (M.S.T.) on Thursday, January 25, 2018 for furnishing all labor, materials, equipment, tools and performing all services required for the construction of the **San Luis Price Center – Roofing Replacement Project**, and work incidental thereto. Proposals will then be publicly opened and read aloud. Each Bid should be submitted on the Proposal Form and be accompanied by a certified or cashiers check or bid bond in the amount of ten (10%) percent of the total amount of the bid.

The proposed work is located within the limits of the City of San Luis, Arizona. The work consists of, but is not limited to, removal of existing foam roofing system, framing over existing skylight openings with steel deck, and installation of insulated PVC roof system. Work will be performed per specifications in the Contract Documents and Project Plans.

The project shall be complete and in place within 90 calendar days from the date of Notice to Proceed.

Plans, specifications and contract documents may be obtained at the office of James Davey and Associates, Inc., 1025 W. 24th Street, Suite #2 Yuma, Arizona, 85364, telephone (928) 782-7926, **jdavey@jdaciv.com**.

A mandatory Pre-Bid Conference and Site Visit will be held at the City of San Luis Pedro Julian Conference Room in City Hall on **Tuesday, January 16, 2018 at 3:00 P.M.** (M.S.T.) to discuss the project specifications and any questions Bidders may have.

All bids must be in a sealed envelope and plainly marked: "**CITY OF SAN LUIS – SAN LUIS PRICE CENTER ROOFING REPLACEMENT PROJECT.**"

The City of San Luis reserves the right to cancel this procurement, and/or to reject any or all bids, and/or to waive any informality in any bid. No bidder may withdraw his bid for a period of thirty (30) days after the date set for the bid opening thereof:

City of San Luis, Arizona

Tadeo A. De La Hoya
City Manager

Daily January 6, 7, 2018 - 00134261

BajoElSol

Publisher's Affidavit of Publication

000

STATE OF ARIZONA }
COUNTY OF YUMA }

Lisa Reilly or Kelsey Bistodeau, having been first duly sworn, deposes and says: that Bajo El Sol is a newspaper of general circulation published weekly in the City of Yuma, County of Yuma, State of Arizona; that she is the publisher or business manager of said paper; that the

CITY OF SAN LUIS – REQUEST FOR PROPOSALS

a printed copy of which, as it appeared in said paper, is hereto attached and made a part of this affidavit, was published in Bajo El Sol

For 1 issues; that the date of the first publication of said

CITY OF SAN LUIS – REQUEST FOR PROPOSALS

was JANUARY 12, 2018 and the date of the last publication being JANUARY 12, 2018 and that the dates when said

CITY OF SAN LUIS – REQUEST FOR PROPOSALS

was printed and published in said paper were

JANUARY 12, 2018

Kelsey Bistodeau

Subscribed and sworn to before me, by the said Lisa Reilly or Kelsey Bistodeau.

VIRGEN P PEREZ
NOTARY PUBLIC, ARIZONA
YUMA COUNTY
My Commission Expires
May 10, 2021

12th day of January, 2018

Virgen P. Perez Notary Public

My commission expires **May 10, 2021**

AGENDA ITEM REVIEW FORM

Regular City Council Meeting **6.D.**

Meeting Date: 04/11/2018

Department Head: Jenny Torres, Economic Development Manager, Administration, Economic Development

Submitted By: Dania Castillo, Economic Development Assistant, Administration, Economic Development

Action Requested: Motion
Resolution

ITEM:

Discussion and possible action on any and all matters regarding Resolution No. 2038. A resolution of the Mayor and City Council of the City of San Luis, Arizona, adopting a fair housing policy, making known its commitment to the principle of fair housing, and describing actions it shall undertake to affirmatively further fair housing. **(Jenny Torres, Economic Development Manager)**

SUMMARY:

This resolution reestablishes our fair housing policy and the city's commitment to the principle of fair housing. In addition, the resolution is required for all applicants of Community Development Block Grant funds.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO APPROVE AND ADOPT RESOLUTION NO. 2038.

N/A

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:	NO
CITY/STATE/FEDERAL FUNDS:	N/A
TOTAL:	N/A
BUDGETED AMOUNT:	N/A
AVAILABLE AMOUNT TO TRANSFER:	N/A
ACCT NAME & GL#/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 agenda item.

Attachments

Resolution No. 2038

OFFICE OF THE
MAYOR
CITY OF SAN LUIS

Resolution

No. 2038

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF SAN LUIS, ARIZONA, ADOPTING A FAIR HOUSING POLICY, MAKING KNOWN ITS COMMITMENT TO THE PRINCIPLE OF FAIR HOUSING, AND DESCRIBING ACTIONS IT SHALL UNDERTAKE TO AFFIRMATIVELY FURTHER FAIR HOUSING.

WHEREAS, the Housing and Community Development Act of 1974 as amended requires that all applicants for Community Development Block Grant funds certify that they shall affirmatively further fair housing; and

WHEREAS, the Civil Rights Act of 1968 (commonly known as the Federal Fair Housing Act) and the Fair Housing Amendments Act of 1988 declare a national policy to prohibit discrimination in the sale, rental, leasing and financing of housing or land to be used for the construction of housing or in the provision of brokerage services, on the basis of race, color, religion, sex, disability, family status or national origin; and

WHEREAS, fairness is the foundation of the American system and reflects traditional American values; and

WHEREAS, discriminatory housing practices undermine the strength and vitality of America and its people;

NOW, THEREFORE, BE IT RESOLVED that the Mayor and City Council of the City of San Luis hereby wish all persons living, working, doing business in or traveling through this City to know that:

Discrimination in the sale, rental, leasing and financing of housing or land to be used for construction of housing, or in the provision of brokerage services on the basis of race, color, religion, sex, handicap, familial status, national origin is prohibited by TITLE VIII of the Fair Housing Act Amendments of 1988; and that it is the policy of the City of San Luis to implement programs, within the constraints of its resources, to ensure equal opportunity and housing for all persons regardless of race, color, religion, sex, handicap, familial status or national origin; and within available resources the City of San Luis will assist all persons who feel they have been discriminated against in housing issues on the basis of race, color, religion, sex, handicap, familial status or national origin to seek equity under existing federal and state laws to file a complaint with the Arizona Attorney General's Office or the US Department of Housing and Urban Development; and that the City of San Luis shall publicize this Resolution and thereby encourage owners of rental properties, developers, builders and others involved with housing to become aware of their respective responsibilities and rights under the Fair Housing Amendments Act of

1988 and any applicable state or local laws or ordinances; and that the City of San Luis shall undertake the following actions to additionally affirmatively further Fair Housing:

- Mail this resolution to the following entities in the real state, banking and development communities; Chase Bank, 1ST Bank Yuma, and local realtors.
- Mail this resolution to the following community organizations: WACOG, Housing America Corp., Comite de Bienestar and Yuma County Housing Authority.
- Mail this resolution to and contact the following media regarding issues relating to Fair Housing: Yuma Sun, Bajo el Sol, KYMA television station.
- Post copies of this Resolution in the following locations: San Luis City Hall, Fernando Padilla Community Center, San Luis Police Station and the San Luis Branch Library.

PASSED AND ADOPTED by the Mayor and City Council of the City of San Luis, Arizona, County of Yuma this 11th day of April, 2018.

_____
Gerardo Sanchez, Mayor

ATTEST:

_____
Sonia Cornelio, City Clerk

APPROVED AS TO FORM:

_____
Kay Marion Macuil, City Attorney

AGENDA ITEM REVIEW FORM

Regular City Council Meeting **6.E.**

Meeting Date: 04/11/2018

Department Head: Jenny Torres, Economic Development Manager, Administration, Economic Development

Submitted By: Dania Castillo, Economic Development Assistant, Administration, Economic Development

Action Requested: Motion
Resolution

ITEM:

Discussion and possible action on any and all matters regarding Resolution No. 2039. A resolution of the Mayor and Council of the City of San Luis, Arizona, adopting a residential anti-displacement and relocation assistance plan as required under section 104(D) of the Housing and Community Development Act of 1974 as amended. **(Jenny Torres, Economic Development Manager)**

SUMMARY:

This resolution is to re-adopt the city's residential anti-displacement and relocation assistance plan as required for applicants of Community Development Block Grant funds.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO APPROVE AND ADOPT RESOLUTION NO. 2039.

N/A

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:	NO
CITY/STATE/FEDERAL FUNDS:	N/A
TOTAL:	N/A
BUDGETED AMOUNT:	N/A
AVAILABLE AMOUNT TO TRANSFER:	N/A
ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE:	N/A

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

No fiscal impact associated with this item.

Attachments

Resolution No. 2039

OFFICE OF THE
MAYOR
CITY OF SAN LUIS

Resolution

NO. 2039

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SAN LUIS, ARIZONA, ADOPTING A RESIDENTIAL ANTIDISPLACEMENT AND RELOCATION ASSISTANCE PLAN AS REQUIRED UNDER SECTION 104(D) OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974 AS AMENDED.

WHEREAS, Section 104(d) of the Housing and Community Development Act of 1974, as amended, and implementing regulations required that each applicant for Community Development Block Grant funds must adopt, make public and certify that it is following a residential anti-displacement and relocation assistance, plan; and

WHEREAS, the City of San Luis regularly submits applications to the Arizona Department of Housing for Community Development Block Grant funds;

NOW, THEREFORE, BE IT RESOLVED the Mayor and City Council of the City of San Luis, do hereby adopt the residential anti-displacement and relocation assistance plan as described below.

RESIDENT ANTIDISPLACEMENT AND RELOCATION ASSISTANCE PLAN

The City of San Luis will replace all occupied and vacant occupiable low/moderate income dwelling units demolished or converted to a use other than as low/moderate income housing as a direct result of activities assisted with funds provided under the Housing and Community Development Act of 1974 (ACT). All replacement housing will be provided within three years of the commencement of demolition or rehabilitation relating to conversion.

Before obligating or expending funds that will directly result in such demolition or conversion, the City of San Luis will make a public and submit to the ADOH CDBG Program the following information in writing:

1. A description of the proposed activity;

2. The general location on a map and approximate number of dwelling units by size (number of bedrooms) that will be demolished or converted to a use other than as LM dwelling units as a direct result of the assisted activity;

3. A time schedule for the commencement and completion of the demolition or conversion;

4. The general location on a map and approximate number of dwelling units by size (number of bedrooms) that will be provided as replacement dwelling units;

5. The source of funding and a time scheduled for the provision of replacement dwelling units; and

6. The basis for concluding that each replacement dwelling unit will remain a LM dwelling unit for at least 10 years from the date of initial occupancy.

7. Information demonstrating that any proposed replacement of housing units with smaller dwelling units (e.g., 2-bedroom unit with two 1-bedroom units), or any proposed replacement of efficiency or single-room occupancy (SRO) units with units of a different size, is appropriate and consistent with the housing needs and priorities identified in the State of Arizona's approved Consolidated Plan (CP).

The City of San Luis will provide relocation assistance, as described in the ACT and implementing regulations, to each LM household displaced by demolition of housing or by the conversion of LM dwelling unit to another use as a direct result of assisted activities.

Consistent with the goals and objectives of activities assisted under the ACT, the City of San Luis will take the following steps to minimize displacement of person from their homes.

1. Coordinate code enforcement with rehabilitation and housing assistance programs.

2. Evaluate housing codes and rehabilitation standards in reinvestment areas to prevent undue financial burden on established owners and tenants.

3. Stage rehabilitation of apartment units to allow tenants to remain in the building/complex during and after the rehabilitation, working with empty units first.

4. Arrange for facilities to house persons whom must be relocated temporarily during the rehabilitation.

5. Adopt policies to identify and mitigate displacement resulting from intensive public investment neighborhoods.

6. Adopt policies which provide reasonable protections for tenants faced with conversion to a condominium or cooperative.

7. Adopt tax assessment policies, such as deferred tax payment plans, to reduce impact of increasing property tax assessments on lower-income owner occupants or tenants in revitalizing areas.

8. Establish counseling centers to provide homeowners and tenants with information on assistance available to help them remain in their neighborhood in the face of revitalization pressures.

PASSED AND ADOPTED by the Mayor and City Council of the City of San Luis, Arizona, County of Yuma this 11th day of April, 2018.

_____
Gerardo Sanchez, Mayor

ATTEST:

_____
Sonia Cornelio, City Clerk

APPROVED AS TO FORM:

_____
Kay Marion Macuil, City Attorney

AGENDA ITEM REVIEW FORM

Regular City Council Meeting **6.F.**

Meeting Date: 04/11/2018

Department Head: Jenny Torres, Economic Development Manager, Administration, Economic Development

Submitted By: Dania Castillo, Economic Development Assistant, Administration, Economic Development

Action Requested: Motion
Public Hearing
Resolution

ITEM:

Public hearing followed by discussion and possible action on any and all matters regarding Resolution No. 2040. A resolution of the Mayor and City Council of the City of San Luis, Arizona, authorizing the submission of application for FY 2017 State Community Development Block Grant State Special Projects funds (CDBG-SSP), certifying that said application meets the community's previously identified housing and community development needs and the requirements of the State CDBG program, and authorizing all actions necessary to implement and complete the activities outlined in said application.
(Jenny Torres, Economic Development Manager)

A. Open Public Hearing
   1. Staff presentation
   2. Call to the public on this item
B. Close Public Hearing
C. Action on Resolution No. 2040

SUMMARY:

The Arizona Department of Housing Community Development Block Grant (CDBG) program requires that a public hearing be held at a regular meeting of the local governing body to allow citizens to comment on the proposed projects to be funded with CDBG funds and adopt resolutions selecting the project to be forwarded to the state in the application for CDBG funding. Staff is recommending International Plaza I Improvements Project for Community Development Block Grant State Special Projects. No other projects were submitted.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO APPROVE AND ADOPT RESOLUTION NO. 2040.

N/A

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:	NO
CITY/STATE/FEDERAL FUNDS:	N/A
TOTAL:	N/A

BUDGETED AMOUNT: N/A

AVAILABLE AMOUNT TO TRANSFER: N/A

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

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

No fiscal impact associated with this item.

Attachments

Resolution 2040

Map

OFFICE OF THE
MAYOR
CITY OF SAN LUIS

Resolution

NO. 2040

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF SAN LUIS, ARIZONA AUTHORIZING THE SUBMISSION OF APPLICATION FOR FY 2017 STATE COMMUNITY DEVELOPMENT BLOCK GRANT STATE SPECIAL PROJECT FUNDS (CDBG-SSP), CERTIFYING THAT SAID APPLICATION MEETS THE COMMUNITY'S PREVIOUSLY IDENTIFIED HOUSING AND COMMUNITY DEVELOPMENT NEEDS AND THE REQUIREMENTS OF THE STATE CDBG PROGRAM, AND AUTHORIZING ALL ACTIONS NECESSARY TO IMPLEMENT AND COMPLETE THE ACTIVITIES OUTLINED IN SAID APPLICATION.

WHEREAS, the City of San Luis, Arizona, is desirous of undertaking community development activities; and

WHEREAS, the State of Arizona is administering the Community Development Block Grant State Special Project Program (CDBG-SSP); and

WHEREAS, the State CDBG-SSP Program requires that CDBG funds requested address one of three Congressionally mandated National Objectives; and

WHEREAS, the activities within the application address the community's identified housing and community development needs, including the needs of low and moderate income persons; and

WHEREAS, an Applicant for State CDBG-SSP funds is required to comply with the program guidelines and Federal Statutes and regulations.

NOW, THEREFORE, BE IT RESOLVED that the Mayor and City Council of the City of San Luis, Arizona, County of Yuma authorize application to be made to the State of Arizona, Department of Housing for FY 2017 CDBG-SSP funds, and authorize the Mayor to sign application and contract or grant documents for receipt and use of these funds for "International Plaza I Improvements"; and authorize the Mayor to take all actions necessary to implement and complete the activities submitted in said application; and

THAT the application for State CDBG-SSP funds meets the requirements of low- and moderate-income benefit for activities justified as benefitting low- and moderate-income persons, aids in the prevention or elimination of slum and blight, or addresses an urgent need which poses a threat to health; and

THAT the City of San Luis, Arizona will comply with all State CDBG-SSP Program Guidelines, Federal Statutes and regulations applicable to the State CDBG-SSP Program and the certifications contained in the application.

PASSED AND ADOPTED by the Mayor and City Council of the City of San Luis, Arizona, County of Yuma this 11th day of April, 2018.

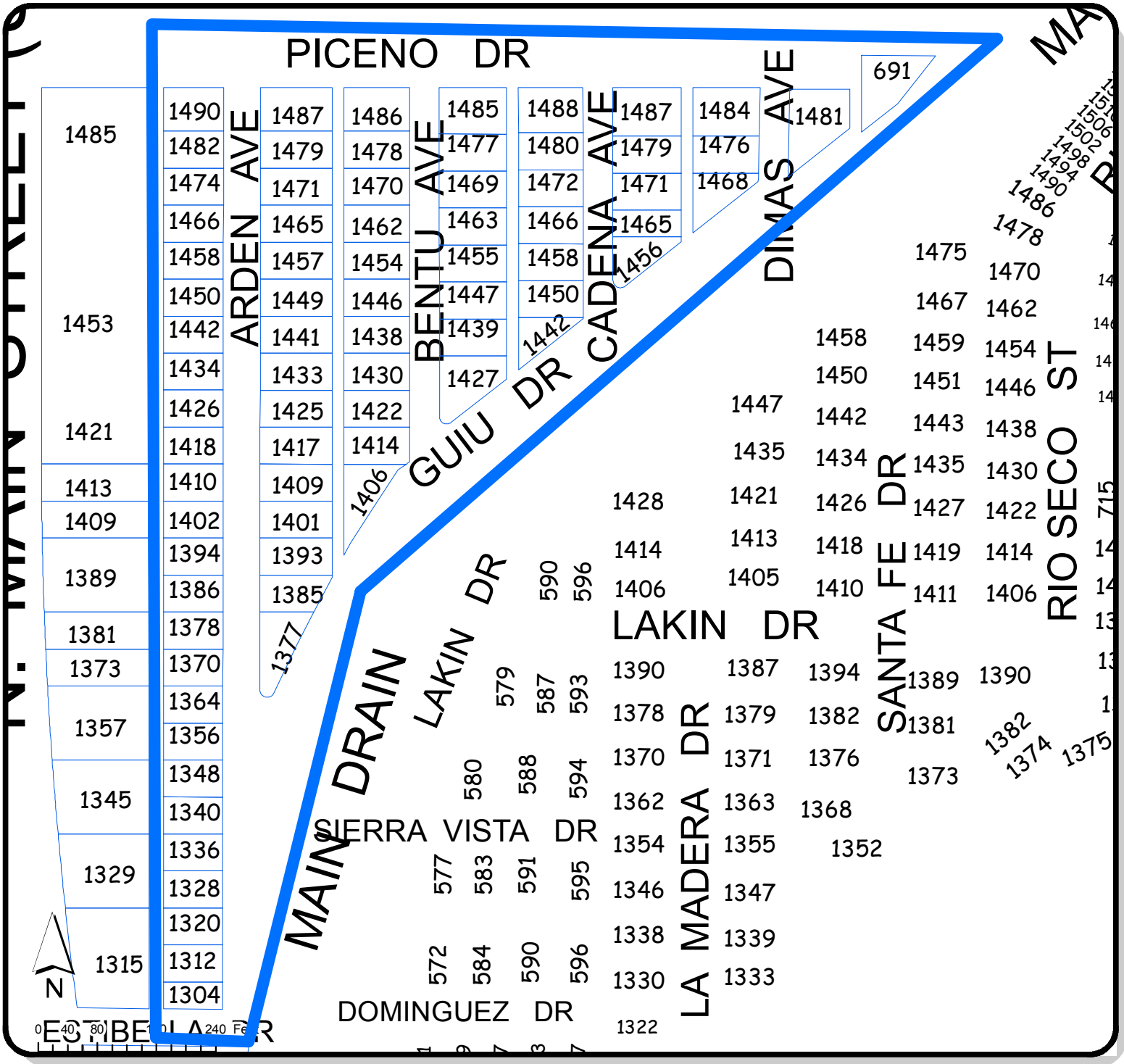
_____
Gerardo Sanchez, Mayor

ATTEST:

_____
Sonia Cornelio, City Clerk

APPROVED AS TO FORM:

_____
Kay Marion Macuil, City Attorney



Location Map

International Plaza- Residential

Date:		Prepared By:	Case No.
1/12/2017	IT GIS DIVISION	IG	
Checked By:		**APPROVED BY:**	

AGENDA ITEM REVIEW FORM

Regular City Council Meeting **6.G.**

Meeting Date: 04/11/2018

Department Head: Jenny Torres, Economic Development Manager, Administration, Economic Development

Submitted By: Dania Castillo, Economic Development Assistant, Administration, Economic Development

Action Requested: Motion
Resolution

ITEM:

Discussion and possible action on any and all matters regarding Resolution No. 2041. A resolution of the Mayor and City Council of the City of San Luis, Arizona, committing local funds as leverage for FY 2017 Community Development Block Grant State Special Project application. **(Jenny Torres, Economic Development Manager)**

SUMMARY:

The Arizona Department of Housing released a notice of funding availability for Community Development Block Grant State Special Project (CDBG-SSP). The City of San Luis is proposing to submit an application for the maximum grant amount of $300,000.00 for International Plaza I Improvements. In order to meet the scope of work and be more competitive, committing $230,000.00 of local funds to be used as leverage with CDBG funds will allow the completion of the proposed project.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO APPROVE AND ADOPT RESOLUTION NO. 2041.

N/A

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:	Yes
CITY/STATE/FEDERAL FUNDS:	City
TOTAL:	$230,000.00
BUDGETED AMOUNT:	$230,000.00
AVAILABLE AMOUNT TO TRANSFER:	N/A
ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE:	TBD

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

Public Works will allocate funds in their 2018-2019 budget.

Attachments

Resolution No. 2041

Map

OFFICE OF THE
MAYOR
CITY OF SAN LUIS

Resolution

NO. 2041

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF SAN LUIS, ARIZONA, COMMITTING LOCAL FUNDS AS LEVERAGE FOR FY 2017 COMMUNITY DEVELOPMENT BLOCK GRANT STATE SPECIAL PROJECT APPLICATION.

WHEREAS, the City of San Luis has adopted Resolution Number 2040 which authorizes submission of an application to the State of Arizona, Department of Housing for Community Development Block Grant State Special Project (CDBG-SSP) funds for FY 2017; and

WHEREAS, that application indicates that $230,000.00 will be committed by the City of San Luis as leveraged funds, in the form of cash to be used to implement Activity #2 International Plaza I Improvements; and

WHEREAS, the CDBG Program requires that all local leveraged funds/resources be committed in the form of a resolution by the governing body, and that such a commitment contain an opinion by the applicant's legal counsel that the leveraged funds represent a binding commitment, legally enforceable under State laws,

THEREFORE, BE IT RESOLVED that the Mayor and City Council of the City of San Luis, Arizona, County of Yuma hereby commit $230,000.00 to the CDBG Program, to be used for the following: International Plaza I Improvements, for construction efforts, contingent upon the receipt of the **FY2017** CDBG-SSP assistance; and that the Mayor and City Council of the City of San Luis, Arizona, County of Yuma hereby state that this commitment is legally binding based on the legal opinion of the City of San Luis attorney, and that such funds will be available for an audit at the termination of the grant, if so required by ADOH.

PASSED AND ADOPTED by the Mayor and City Council of the City of San Luis, Arizona, County of Yuma this 11th day of April, 2018.

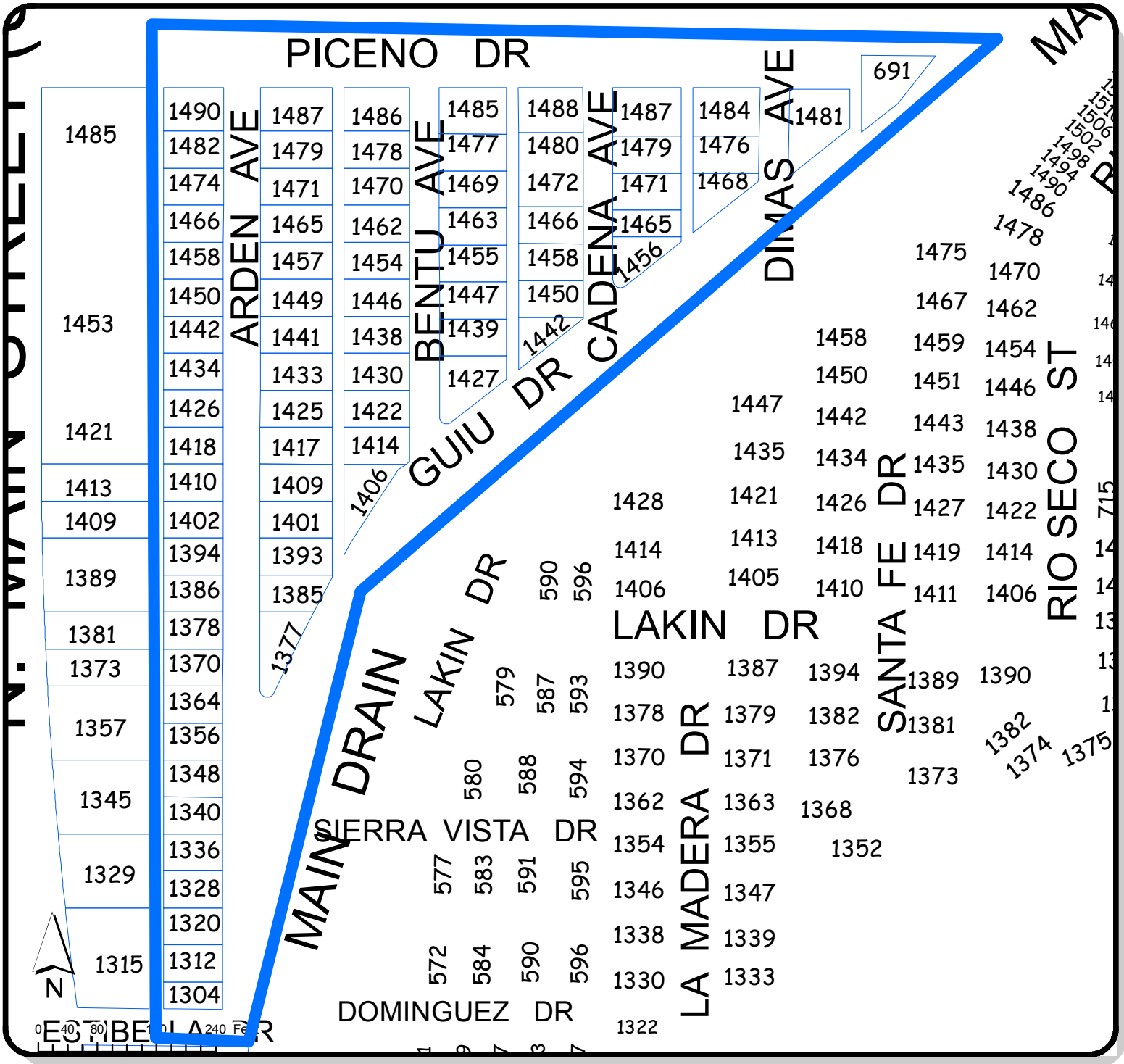
Gerardo Sanchez, Mayor

ATTEST:

Sonia Cornelio, City Clerk

APPROVED AS TO FORM:

Kay Marion Macuil, City Attorney



Location Map

International Plaza- Residential

Date:		Prepared By:	Case No.
1/12/2017	IT GIS DIVISION	IG	
Checked By:		**APPROVED BY:**	