

NOTICE OF MEETING OF THE SAN LUIS FACILITY DEVELOPMENT CORPORATION

In accordance with section 38-431.01 of the Arizona Revised Statutes of the State of Arizona, notice is hereby given to the Members of San Luis Facility Development Corporation and to the general public that the Board Members of the San Luis Facility Development Corporation will hold a **Regular Meeting Wednesday, January 22, 2025 at 3:30 p.m.** The meeting will take place at City Hall in **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 recording. Parents in order to exercise their rights may either file written consent with the City Clerk to such recording, 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 APPROVED BY:

/s/ Kay M. Macuil, Attorney for the San Luis Facility Development Corporation

AVISO DE JUNTA DE LA CORPORACIÓN

De acuerdo con los Estatutos del Estado de Arizona "A.R.S § 38-431.01", se le informa a los miembros de la Corporación San Luis Facility Development Corporation y al público en general que los miembros de la Corporación San Luis Facility Development Corporation, tendrán una **Junta Regular el día Miércoles, Enero 22, a las 3:30 p.m.** La junta se llevará a cabo en el **Salón Del Cabildo** ubicada en el 1090 E. Union Street, San Luis, Arizona 85349. El público está cordialmente invitado a la junta.

De acuerdo con el Acta de Americanos con Discapacidades y la Sección 504 del Acta de Rehabilitación del 1973, la Ciudad de San Luis, Arizona no discrimina por causa de discapacidad la admisión y acceso a sus programas, actividades, servicios o en el trato en cuanto a empleo. Para más información referente a derechos y provisiones del Acta de Americanos con Discapacidades o Sección 504, o para solicitar adaptaciones que sean razonables para la participación en programas, actividades o servicios de la Ciudad, contactar al: Coordinador del Acta de Americanos con Discapacidades/Sección 504, Departamento de Recursos Humanos de la Ciudad de San Luis, Arizona, ubicada 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 APROBADO POR:

/f/ Kay M. Macuil, Abogada de la San Luis Facility Development Corporation

AMENDED AGENDA JANUARY 15, 2024

**AGENDA
SAN LUIS FACILITY DEVELOPMENT CORPORATION
San Luis Council Chambers
1090 E. Union Street
San Luis, Arizona 85349
JANUARY 22, 2025
3:30 p.m.**

PLEASE TAKE NOTICE THAT BOARD MEMBERS MAY ATTEND THE MEETING BY TELEPHONIC COMMUNICATION

PLEASE TAKE NOTICE: *The Chair or Acting Chair may change the order of the items.*

PLEASE TAKE NOTICE: *If authorized by law and by a majority vote of a present quorum of the Board of Directors, 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 Board retires to executive session which will not be open to the public.*

1. CALL TO ORDER/ROLL CALL

2. CONSENT AGENDA

All matters are considered to be routine by the Commission 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.

2. A. MINUTES OF

- Regular meeting held September 19, 2024

3. DISCUSSION AND POSSIBLE ACTION ITEMS:

3. A. Discussion and possible action on any and all matters regarding the purchase of a wastewater grinder using funds from the Operating Reserve/Repair/Contingency Account under the Bond Indenture capital expense of the San Luis Regional Detention and Support Center. **(Kay Marion Macuil, General Counsel)**

3. B. Discussion and possible action on any and all matters regarding reimbursing LaSalle Corrections from the bond Operating/Reserve/Repair/Contingency fund for the replacement of a boiler. **(Kay Marion Macuil, General Counsel to the Board)**

4. NEW ITEMS OF BUSINESS FOR FUTURE AGENDAS

5. ADJOURNMENT

Suggested adjournment by President: "Since we have come to the end of the items on the agenda and there is no further business, the meeting is adjourned."

San Luis Facility Development Corporation

2. A.

Meeting Date: 01/22/2025

Summary

MINUTES OF

- Regular meeting held September 19, 2024

Attachments

SLFDC Minutes 2024-09-19

MINUTES
SAN LUIS FACILITY DEVELOPMENT CORPORATION
San Luis Council Chambers
1090 E. Union Street
San Luis, Arizona 85349
September 19, 2024
5:00 p.m.

1. CALL TO ORDER / ROLL CALL President Jenny Torres called the meeting to order at approximately 5:02 p.m.

THOSE PRESENT:

Director Joe Harper
Director Eulogio Vera
President Jenny Torres

THOSE NOT PRESENT:

Director Marco Pinzon
Director Maria Gonzalez

OTHERS PRESENT:

Kay Marion Macuil, City Attorney, Attorney for the Corporation
Janet Taylor, Legal Assistant, Clerk of the Board
Jose Antonio Maldonado, Multi-media Productions & Operations Specialist.
Albert Moreno, IT Technician
James Allen Jr., San Luis Resident

2. CONSENT AGENDA

All matters are considered to be routine by the Commission 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.

2.A. MINUTES OF:

- Regular meeting held September 3, 2024

MOTION: Director Joe Harper and Director Eulogio Vera to approve the minutes of the meeting held September 3, 2024. **Motion passed unanimously.**

The vote was as follows:

Director Joe Harper	Aye
Director Eulogio Vera	Aye
President Jenny Torres	Aye

3. DISCUSSION AND POSSIBLE ACTION ITEMS:

3.A. Discussion and possible action on any and all matters regarding extending the Operating and Management Agreement with LaSalle Corrections. **(Kay Marion Macuil, General Counsel)**

Ms. Macuil stated that this is the second amendment to the operating agreement. LaSalle never signed the one that you approved on September 3rd. LaSalle has suggested that we don't have an ending period. The first one was to end in eight (8) months, and this extension has an indefinite extension that allows for termination with a 75-day notice. Ms. Macuil said that they were working on a request for proposals to increase the amount of money received from ICE for the detainees, that negotiations have begun with the bank and the bonds, and that it looks like things might turn out fine.

Director Joe Harper asked for a summary of events.

President Jenny Torres explained that they were working on some potential solutions with the forbearance, which Mr. Harper has been a part of in the past, and what they are trying to accomplish is to keep the facility open. She stated that US Bank is willing to come in and provide assistance. LaSalle is working with their stakeholders to increase the number of detainees.

Mr. Harper stated he was for helping them, and whatever we need to do to get over this hump, we need to do it.

President Torres stated that is exactly what we are trying to do to keep the facility in operation and that everything is looking favorably so far. She noted that this is an election year, which always happens during this time. We have to go through the whole process, but we will see where we are by next year. Everything looks positive so far.

MOTION: President Jenny Torres and Director Eulogio Vera approve the Second Amendment extending the contract with 75 days' notice for termination. **Motion passed unanimously.**

The vote was as follows:

Director Joe Harper	Aye
Director Eulogio Vera	Aye
President Jenny Torres	Aye

3.B. Discussion and possible action on any and all matters regarding a non-binding forbearance term sheet. **(Kay Marion Macuil, General Counsel)**

Ms. Macuil stated that this is a nonbinding term sheet for the trustees to go to the bondholders and say this is the direction we want to go. They left it non-binding in case the bondholders wish to have some input or if other developments come around.

It stops the need to use the revenue for the detention center for debt service for eight (8) months, ending April 30, 2025. To make these arrangements to stop the debt service and let the revenue go to the operations. First, we would need to extend the agreement, which your motion today did because LaSalle did sign this one. With this agreement, LaSalle is rescinding its non-renewal notice.

Next, the bondholders would be notified. That process has already started. The trustee US Bank would file a Trust Instruction Petition in a specialized court in Minnesota. They are drafting that document as well. Once the court order issues allowing for the forbearance, we will be in the forbearance process. The bank attorneys said they have never had a court denial. Courts typically go with that. The only wildcard is what the bondholders will do.

Ms. Torres stated to Mr. Vera that, in the past, we had gone through a forbearance agreement with another provider. The only difference this time is that we are not paying the principal or the interest. For the last forbearance, we were paying interest but not the principal. The last time was for a year, and this time is for eight (8) months. This timeframe is to try to assist with the operations.

MOTION: Director Joe Harper and Director Eulogio Vera approve moving forward with the concepts of the “Term Sheet for Temporary Forbearance with respect to San Luis Facility Development Corporation Bonds” as presented. **Motion passed unanimously.**

The vote was as follows:

Director Joe Harper	Aye
Director Eulogio Vera	Aye
President Jenny Torres	Aye

4. Adjournment

President Jenny Torres adjourned the meeting at approximately 5:11 p.m.

San Luis Facility Development Corporation

3. A.

Meeting Date: 01/22/2025

Department Head: Kay Macuil, City Attorney, Attorney's Office

Submitted By: Kay Macuil, City Attorney, Attorney's Office

ITEM:

Discussion and possible action on any and all matters regarding the purchase of a wastewater grinder using funds from the Operating Reserve/Repair/Contingency Account under the Bond Indenture capital expense of the San Luis Regional Detention and Support Center. **(Kay Marion Macuil, General Counsel)**

SUMMARY:

In November of 2024, the San Luis Regional Detention and Support Center needed the wastewater grinder equipment replaced. The wastewater from the Detention Center passes through a wastewater grinder before the wastewater flows to the wastewater treatment plant. The wastewater grinder is designed to shred and grind solids, preventing clogs and damage to wastewater systems. This is needed for detention facilities due to the large number of meals and kitchen waste, as well as detainees flushing debris down the toilets. The City of San Luis has been paying for the maintenance of the wastewater grinder over the years. However, the need for the equipment is due to the particular needs of the Detention Center. The quote provided is for \$20,111.72

LaSalle Corrections requests permission to purchase the wastewater grinder using funds from the Operating Reserve/Repair/Contingency Account under Section 5.069(e) of the Bond Indenture. Since the San Luis Facility Development Corporation is the bond issuer, the Board is responsible for making the request to the Trustee at U.S. Bank.

The Board's staff contacted the Trustee at U.S. Bank (Charles S. Hodges) for the account balance. As of November 7, 2024, the balance was \$540,492.89.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO APPROVE THE PURCHASE OF THE WASTEWATER GRINDER USING FUNDS FROM THE BOND OPERATING RESERVE / REPAIR / CONTINGENCY ACCOUNT IN AN AMOUNT NOT TO EXCEED \$20,111.72 FOR THE REASONS PRESENTED.

Attachments

Purchase Order/Quote

General

General

Department **Public Works**
 Vendor **2132 - J.W.C. ENVIRONMENTAL**
 Status **Open**
 Contact Name **J.W.C. ENVIRONMENTAL**
 Purchasing Address **P.O. BOX 848853**
 City **LOS ANGELES**
 State **CA**
 Zip Code **90084-8853**
 Email Address
 Description **REPLACEMENT OF MUFFIN MONSTER INSTALLED AT DETENTION CENTER**
 Message

Miscellaneous

Change Counter No.
 Type **REGULAR**
 Form Type **Standard**
 Bill To Location **Finance**
 Assigned to Buyer
 Resolution Number
 Created by User **Angelica Cifuentes**
 Created Date **12/18/2024**
 Last Changed User **Kay Macuil**
 Last Changed Date **12/19/2024**

Totals

Total Cost **\$20,111.72**
 Amount Voided **\$0.00**
 Amount Expensed **\$0.00**
 Amount Encumbered **\$20,111.72**
 Amount Discounted **\$0.00**
 Amount Remaining **\$20,111.72**

Dates

G/L Date **12/09/2024**
 Deliver by Date
 Printed Date **12/19/2024**
 Expiration Date
 Completed/Void Date

Detail

Seq	Status	Description	Quantity	Received	Price per Unit	U/M	Amount
Equals...	Contains...	Contains...	Equals...	Equals...	Equals...	Contains...	Equals...
- 1	Open	BUILDING MAINTENANCE - REPLACEMENT OF MUFFIN MONSTE	1.0000		17,941.9400	EACH	\$17,941.9
Amount	G/L Account	Project					
	\$17,941.94	310-311-70025 - Wastewater-Operations-Maintenance/Other					
- 2	Open	FREIGHT - ESTIMATED FREIGHT	1.0000		250.0000	EACH	\$250.0
Amount	G/L Account	Project					
	\$250.00	310-311-70025 - Wastewater-Operations-Maintenance/Other					
- 3	Open	TAX - ESTIMATED TAX	1.0000		1,919.7800	EACH	\$1,919.7
Amount	G/L Account	Project					
	\$1,919.78	310-311-70025 - Wastewater-Operations-Maintenance/Other					

Transactions

Journal Type						⚙
Contains...						
- Encumbrance Adjustment						
▲ G/L Account		Project				
- 310-311-70025 - Maintenance/Other						
G/L Date	Item Description	Invoice Number	Amount	Override User		
12/09/2024	BUILDING MAINTENANCE - REPL...		\$17,941.94			
12/09/2024	FREIGHT - ESTIMATED FREIGHT		\$250.00			
12/09/2024	TAX - ESTIMATED TAX		\$1,919.78			

History

PO History

Change Number	Change G/L Date	Change Date	Change User	Value at Change	Encumbered at Change	Expensed at Change
Original	12/09/2024	12/19/2024	Kay Macuil	\$20,111.72	\$20,111.72	\$0.00

PO Item History

Item	Original
BUILDING MAINTENANCE - REPLACEMENT OF MUFFIN MONSTER INSTALLED AT DETENTION CENTER	Original 12/19/2024
FREIGHT - ESTIMATED FREIGHT	Original
TAX - ESTIMATED TAX	Original

Approvals

PO Entry (1)

 Angelica Cifuentes  Angelica Cifuentes  Angelica Cifuentes

PO Approval (1)

 Kay Macuil

Receipt of Goods

Receipt Date	Shipper Number	Location	Department	Items	Returned	Back Ordered
On... ▼	Contains...	Contains...	Contains...	Equals...	Equals...	Equals...

AP Invoices - Summary

Invoice Date	Status	Vendor	Invoice Number	Description
On...	Contains...	Contains...	Contains...	Contains...

AP Invoices - Detail

Seq	Description	Quantity	Received	Price per Unit	U/M	Amount	Expe
1	BUILDING MAINTENANCE - REPLACEMENT OF MUFF...	1.0000		17,941.9400	EA	\$17,941.94	
	Invoice Date Status Vendor		Invoice Number	Description			
2	FREIGHT - ESTIMATED FREIGHT	1.0000		250.0000	EA	\$250.00	
	Invoice Date Status Vendor		Invoice Number	Description			
3	TAX - ESTIMATED TAX	1.0000		1,919.7800	EA	\$1,919.78	
	Invoice Date Status Vendor		Invoice Number	Description			

Substitute Vendors

Primary	Vendor	Active	Quoted Items Only	Invoices Processed	Amount
	Contains...			Equals...	Equals...
	J.W.C. ENVIRONMENTAL				\$0.00

Email History

Sender Email Address 	Recipient Email Address 	Delivery Date 	Return Receipt 
Contains...	Contains...	On... 	

Fax History

Phone Number 	Recipient 	Submission Time 	Status 	Number of Pages Sent 
Contains...	Contains...	On... 		Contains...

San Luis Facility Development Corporation

3. B.

Meeting Date: 01/22/2025

Department Head: Kay Macuil, City Attorney, Attorney's Office

Submitted By: Janet Taylor, Legal Secretary, Attorney's Office

ITEM:

Discussion and possible action on any and all matters regarding reimbursing LaSalle Corrections from the bond Operating/Reserve/Repair/Contingency fund for the replacement of a boiler. **(Kay Marion Macuil, General Counsel to the Board)**

SUMMARY:

In October of 2024, the San Luis Regional Detention and Support Center had one of its hot water boilers leak. (A photo of the leak is attached). LaSalle Corrections obtained two (2) quotes. (The quotes are attached). The lower quote was from ePlumbing Products for \$6,488.23. Ferguson Enterprises quoted \$6,844.62. LaSalle chose Ferguson, because ePlumbing would have been more expensive because it would have required fittings to make the boiler functional.

Since this is a capital expense to the facility, LaSalle requested that the Operating/Reserve/Repair/Contingency Account under Section 5.069(e) of the Bond Indenture reimburse the cost. Since the San Luis Facility Development Corporation is the issuer of the Bond, it is up to the Board to make the request to the Trustee at U.S. Bank.

The Board's staff contacted the Trustee at U.S. Bank (Charles S. Hodges) for the account balance. As of November 7, 2024, the balance was \$540,492.89.

Staff recommends reimbursement to LaSalle for this capital expense.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO APPROVE THE REIMBURSEMENT TO THE CITY OF SAN LUIS FROM THE BOND OPERATING RESERVE / REPAIR / CONTINGENCY ACCOUNT IN AN AMOUNT NOT TO EXCEED \$17,941.94 FOR THE REASONS PRESENTED.

Attachments

Photo of Leak
ePlumbing Quote
Ferguson Quote





ePlumbing Products

ePlumbing Products
 300 N Clara St
 Santa Ana, CA 92703
 Phone: (714)558-8838
 Email: sales@eplumbingproducts.com

Invoice

Order #	Date
S118299	10/23/2024



Bill To:
angel varela 406 n ave d / po box 7710 san luis, AZ 85349 Phone: 9286272101 x238 Email: angel.varela@lasallecorrections.com

Ship To:
angel varela 406 n ave d / po box 7710 san luis, AZ 85349

Contact: angel varela

Customer: angel varela

Sales Rep	Payment Terms	FOB Point	Carrier	Ship Service	Date Scheduled
Karl	COD	Origin	Delivery		10/23/2024

Item #	Type	Number	Description	Unit Price	Qty Ordered	Total Price
1	Sale	UCG-100H-199-3N NG Nat Gas	Bradford White UCG-100H-199-3N 100 Gallon 199,999 BTU Commercial Ultra Low NOx Water Heater	\$5,995.28	1 ea	\$ 5,995.28
2	Shipping	Freight	Freight/Shipping Charge	\$398.00	1 ea	\$ 398.00
3	Shipping	LIFTGATE DELIVERY	LIFTGATE DELIVERY	\$95.00	1 ea	\$ 95.00

Subtotal:	\$6,488.28
Sales Tax:	\$0.00
Total:	\$6,488.28
Paid:	\$0.00
Balance Due:	\$6,488.28

Approval: _____ Date: _____

Commander Series® Atmospheric Vent Commercial Gas Water Heater

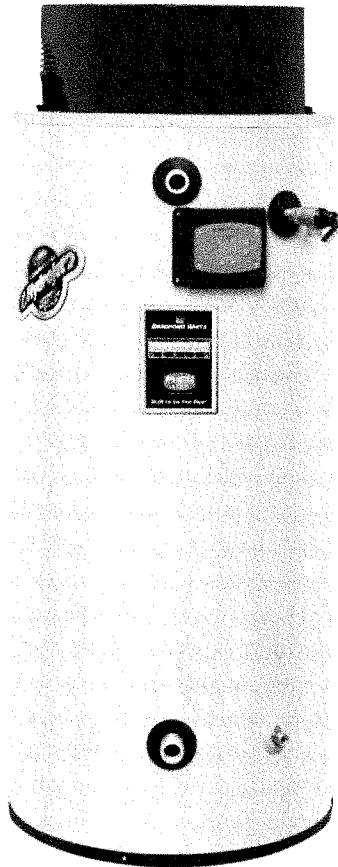


Photo is of
UCG-100H-199-3N

FEATURING:



The Commander Series® Models feature:

- **ICON HD®**—Intelligent proven design combines temperature control, diagnostic codes, and system ignition functions into a single control board with a digital LCD display.
 - **Operation Mode**—Two different digitally displayed operation modes have the capability of adjusting the temperature setting up to 180°F (82°C), and adjusting the degree setting (°F to °C, or °C to °F).
- **BMS Integration**—Via Modbus standard, BACnet® compatible via gateway kit.*
- **Optional Air Intake Ducting**—Optional ducting of PVC, CPVC, or ABS air intake. Can either be installed as a traditional atmospheric product requiring inside air for combustion or applications where outside air is preferred.
- **Premix Power Burner**—A self compensating negative pressure system automatically regulates fuel flow when a change in combustion air is detected. This provides for optimum combustion and efficiency. Automatically adjusts for altitudes up to 10,000 ft (3048m).
- **Direct Spark Ignition**—For improved operational dependability and durability.
- **Two Pass Fire-Tube Heat Exchanger System**—Keeps hot combustion gases moving at a high velocity. The combination of high turbulence and velocity causes an enormous rate of heat transfer into the water.
- **Sanitizing Capability**—Complies with sanitation capabilities up to 180°F (82°C).
- **Vitraglas® Lining with Microban®**—An exclusively engineered enamel formula that provides superior tank protection from the corrosive effects of water; and with Microban® antimicrobial product protection to help prevent the growth of bacteria, mold and mildew on the surface of the tank lining.
- **Factory-Installed Hydrojet® Total Performance System**—Sediment reducing device that also increases first hour delivery of hot water while minimizing temperature build-up in tank.
- **Insulation System**—Non-CFC foam covers the sides and top of the tank, reducing heat loss. This results in less energy consumption, improved efficiencies, and jacket rigidity.
- **Water Connections**—Factory-installed true dielectric fittings extend water heater life and simplify water line connections.
- **1" (25mm) NPT Side Connections for Space Heating.**
- **Up to 82% Thermal Efficiency.**
- **Zero Inch Clearance to Combustibles.**
- **Hand Hole Cleanout.**
- **NSF Construction Available.**
- **T&P Relief Valve—Installed.**
- **Low Restrictive Brass Drain Valve—Durable tamper proof design.**
- **Ultra Low NOx Construction (14 ng/J NOx or natural gas and 77 ppm NOx limit for liquid propane).**
- **CSA Certified Low Lead Content.**
- **ASME Code Available on All Models.**

* Not available on certain dash number variations.

3 or 5-Year Limited Tank Warranties / 1-Year Limited Warranty on Component Parts.

For more information on warranty, please visit www.bradfordwhite.com

For products installed in USA, Canada, and Puerto Rico. Some states do not allow limitations on warranties. See complete copy of the warranty included with the heater.

Microban® antimicrobial product protection helps prevent the growth of bacteria, mold and mildew that may affect the product. The built-in antimicrobial properties do not protect users or others from disease-causing organisms. Microban® is a registered trademark of Microban Products Company.



BRADFORD WHITE CORPORATION

LIMITED COMMERCIAL WATER HEATER WARRANTY

WHAT DOES THIS LIMITED WARRANTY COVER?

This limited warranty covers both the glass-lined tank and component parts for leakage or other malfunction caused by defects in materials and/or workmanship. It extends to the first buyer and to any subsequent owner(s) as long as the water heater remains installed at its original place of installation.

WHAT DOES THIS LIMITED WARRANTY NOT COVER?*

1. This limited warranty does not cover leakage or other malfunctions caused by:
 - a) Defective installation, and specifically, any installation which is made:
 - i) in violation of applicable state or local plumbing, housing or building codes, or
 - ii) without a certified American Gas Association, ASME, or comparable combination temperature and pressure relief valve, or
 - iii) contrary to the written instructions furnished with the unit.
 - b) Adverse local conditions, and specifically, sediment or lime precipitate in the tank or corrosive elements in the atmosphere.
 - c) Misuse, and specifically, operations, and maintenance contrary to the written instructions furnished with the unit, removal of anode(s), disconnection, alteration or addition of non-approved components or apparatus, operation with fuels or at settings other than those set forth on the rating plate, or accidental or other exterior damage.
2. This warranty also does not cover:
 - a) Production of noise, taste, odors, discoloration or rusty water.
 - b) Incidental property damage, loss of use, inconvenience or other incidental or consequential costs.
 - c) Costs associated with the replacement and/or repair of the unit, including:
 - i) any freight, shipping or delivery charges
 - ii) any removal, installation or re-installation charges
 - iii) any material, and/or permits required for installation, re-installation or repair
 - iv) charges to return the defective water heater and/or component part to the manufacturer.

WHAT IS THE PERIOD OF COVERAGE?

This limited warranty runs from date of installation (or without proof of installation, from three (3) months after the date of manufacture) for the period specified on the following chart. To determine length of coverage, check model number listed on the rating plate of appliance against this chart.

MODEL NUMBER PREFIX	LIMITED TANK** WARRANTY	LIMITED PARTS** WARRANTY
D, H, V, LD, DB, PDV, F-I, L-I-6, M, M-I, M-II, EF, LH-I, LV-I, TW, DH, SW, CDW, PDX, P, E, U, (U)LG, LE, LC, CEHD, CEA, SLE	1, 3, 5 or 6 YRS	1 YEAR
M3ST, BST, NH, NV	5 YRS	1 YEAR
No Letter Prefix	1, 3 or 5 YRS	1 YEAR

NOTE: The duration of the tank warranty will be found in the model number.
 i.e.; D80T1991N has a 1 Year tank warranty;
 D80T1993N has a 3 Year tank warranty;
 LG250H3N has a 3 Year tank warranty;
 LG250H5N has a 5 Year tank warranty.
 **All replacement water heaters and parts carry the balance of the original warranty, i.e. if an original three (3) year tank warranted water heater develops a leak due to defects in materials/workmanship after only two (2) years, the replacement unit is warranted for only the balance remaining from the original three (3) year warranty, or one (1) year in this example.

WHAT IS THE DURATION OF THE IMPLIED WARRANTY?

ANY IMPLIED WARRANTIES, INCLUDING THE WARRANTY OF MERCHANTABILITY IMPOSED ON THE SALE OF THE WATER HEATER UNDER THE LAWS OF THE STATE OF SALE ARE LIMITED IN DURATION TO ONE YEAR FROM DATE OF ORIGINAL INSTALLATION.

HOW DOES STATE LAW RELATE TO THE WARRANTY?

- Some states do not allow:
1. Limitations on how long an implied warranty lasts.
 2. Limitations on incidental or consequential damages.
- Therefore, the above limitations or exclusions may not apply to you.

This warranty gives you specific legal rights, and you may also have other rights which vary from state to state.

*Restrictions are not applicable to implied warranties in California. See "Special State Provisions" on reverse side.

3267 E. 33RD PLACE
YUMA, AZ 85365-7553Phone: 928-344-8884
Fax: 928-344-8885

From: Jesus P Sanchez

Comments:

15:29:10 OCT 22 2024

Page 1 of 1

FERGUSON ENTERPRISES LLC #1001

Price Quotation
Phone: 928-344-8884
Fax: 928-344-8885**Bid No:** B136767
Bid Date: 10/22/24
Quoted By: JCS**Cust Phone:** 928-627-2101
Terms: NET 10TH PROX**Customer:** LASALLE CORRECTIONS WEST L
PO BOX 7710
SAN LUIS DETENTION CENTER
SAN LUIS, AZ 85349**Ship To:** LASALLE CORRECTIONS WEST L
PO BOX 7710
SAN LUIS DETENTION CENTER
SAN LUIS, AZ 85349**Cust PO#:** BRADFORD WHITE**Job Name:**

Item	Description	Quantity	Net Price	UM	Total
BD100T1993N	CCY 100G COMM NAT WHTR 3 YEAR WARRANTY ON TANK 1 YEAR WARRANTY ON PARTS 3-5 DAYS LEAD TIME	1	6163.520	EA	6163.52

Net Total:	\$6163.52
Tax:	\$531.10
Freight:	\$150.00
Total:	\$6844.62

Quoted prices are based upon receipt of the total quantity for immediate shipment (48 hours). SHIPMENTS BEYOND 48 HOURS SHALL BE AT THE PRICE IN EFFECT AT TIME OF SHIPMENT UNLESS NOTED OTHERWISE. QUOTES FOR PRODUCTS SHIPPED FOR RESALE ARE NOT FIRM UNLESS NOTED OTHERWISE.

CONTRACTOR CUSTOMERS: IF YOU HAVE DBE/MBE/WBE//VBE/SDVBE/SBE GOOD FAITH EFFORTS DIVERSITY GOALS/ REQUIREMENTS ON A FEDERAL, STATE, LOCAL GOVERNMENT, PRIVATE SECTOR PROJECT, PLEASE CONTACT YOUR BRANCH SALES REPRESENTATIVE IMMEDIATELY PRIOR TO RECEIVING A QUOTE/ORDER.

Seller not responsible for delays, lack of product or increase of pricing due to causes beyond our control, and/or based upon Local, State and Federal laws governing type of products that can be sold or put into commerce. This Quote is offered contingent upon the Buyer's acceptance of Seller's terms and conditions, which are incorporated by reference and found either following this document, or on the web at <https://www.ferguson.com/content/website-info/terms-of-sale>
Govt Buyers: All items are open market unless noted otherwise.

LEAD LAW WARNING: It is illegal to install products that are not "lead free" in accordance with US Federal or other applicable law in potable water systems anticipated for human consumption. Products with "NP" in the description are NOT lead free and can only be installed in non-potable applications. Buyer is solely responsible for product selection.
Buyer shall accept delivery of products within 60 days of Seller receiving the products at Seller's warehouse. If Buyer causes or requests a delay in delivery of the products, Buyer may be subject to storage fees and additional costs caused by such delay. Seller reserves the right to requote the products and reschedule the delivery date, subject to manufacturer's lead times and price increases, if Buyer is unable to accept delivery within 60 days.

**HOW ARE WE DOING? WE WANT YOUR FEEDBACK!**Scan the QR code or use the link below to
complete a survey about your bids:<https://survey.medallia.com/?bidsorder&fc=1002&on=1118811>