

## COUNCIL INFORMATION PACKET

## Council Meeting Monday

March 4, 2024

6:00 p.m. MT

## TOWN OF COLORADO CITY MEETING NOTICE

Pursuant to A.R.S. § 38-431.02, notice is hereby given to the members of the Colorado City Town Council and to the general public that the Town Council will hold a meeting open to the public on Monday March 4, 2024, at 6:00 p.m. at the Colorado City Town Hall, 25 South Central Street, Colorado City, Arizona.

## AGENDA:

1. Call to Order
2. Roll Call
3. Pledge of Allegiance
4. Public Comments
5. Consider Bid Award for Drilling Wells No. 25 and No. 26.
6. Consider Resolution Adopting Updated Leasing Agreement with Unified Leasing
7. Ratify Appointment to Colorado City Municipal Airport Advisory Board
8. Adjournment
[^0]
# Town of Colorado City 

COUNCIL MEETING AGENDA
STAFF SUMMARY REPORT
Monday March 4, 2024

## 6:00 p.m.

## 4. Public Comment

The chairperson of the meeting should outline the rules of public comment and the time limit imposed according to the following guidelines:

Anyone from the public is invited to make a comment at this time. Please step up to the podium and state your name for the record. There is a standard time limit of three minutes per person. Although we welcome and invite your comments, no discussion or response from the Council is required and individuals should not anticipate any.

According to Arizona law (A.R.S. § 38-431.01(H) the only action that may be taken as a result of public comment will be limited to directing staff to study the matter or scheduling the matter for further consideration and decision at a later date.
5. Consider Bid Award for Drilling Wells No. 25 \&26 Page __ Presenter: Vance Barlow, Town Manager
Energy Services, LLC was the low bid for Drilling Wells No. 25 and No. 26. This is a project funded as an ARPA subrecipient grant from Mohave County.
The engineers have reviewed the bid results and recommend that the bid for this project be awarded to Energy Services, LLC in the amount of $\$ 573,683.16$.
$\qquad$
Motion to award the bid in the amount of $\$ 573,683.16$ to Energy Services, LLC for Drilling Wells No. 25 and No. 26.

## 6. Consider Resolution Adopting Updated Leasing Agreement for Unified Leasing Presenter: Vance Barlow, Town Manager Page <br> $\qquad$

The Town is requesting authorization to lease a Toyota Rav4 for administrative use from Unified Leasing. The leases are financed through Umpqua Bank.
The existing resolution authorizing the Town to lease vehicles or equipment through the master agreement with Unified Leasing set an upper limit of $\$ 74,035.20$. in order to lease additional vehicles, the governing body needs to approve a higher limit Resolution 2024-05 sets an upper limit of $1,500,000$. The master lease agreement remains the same.
Any purchases or leases would have to be budgeted for and follow the Towns procurement policies.

## RECOMMENDATION Motion:____ $2^{\text {nd }}: \ldots$

Motion to adopt Resolution 2024-05 approving the Municipal Lease-Purchase agreement with Umpqua Bank.
7. Ratify Appointment to the Town of Colorado City Municipal Airport Advisory Board.

Page $\qquad$
Presenter: Mayor Ream
Paul Black has submitted his resignation from the Colorado City Municipal Airport Advisory Board.

The Town posted a notice of opportunity to serve on the Board and three application were received and considered.
The Mayor has appointed $\qquad$ to fill out the balance of Paul Black's term ending December 31, 2025.

With this appointment the committee will consist of:
Jacob Jessop \& $\qquad$ December 31, 2025
Darlene Stubbs
December 31, 2027
Steven Black \& Jared Zitting
December 31, 2029

RECOMMENDATION Motion:_____ Vote:______
Motion to ratify the appointment of $\qquad$ to the Town of Colorado City Municipal Airport Advisory Committee with term ending December 31, 2025.
8. Adjournment

February 29, 2024

Jerry Postema
Utility Director
Hildale City
320 East Newel Ave.
P.O. Box 840490

Hildale, UT 84784

RE: Engineer's Recommendation for Award of Colorado City Wells 25 and 26 Well Drilling Bid
Mr. Postema,
Jones \& DeMille Engineering has reviewed the bids concerning the above-mentioned project, which were opened publicly at the Colorado City offices on February 16, 2024, at 10:00AM. Having reviewed the bids for qualifications, we recommend Energy Services LLC as the lowest qualified bidder for the Colorado City Wells 25 and 26 Well Drilling contract. The accepted bid total is $\$ 573,683.16$. A detailed bid summary and tabulation is attached for your review with applicable addenda items included.

Please, coordinate this recommendation with Colorado City for approval. Once accepted, please return the signed Notice of Award for our coordination of the contract documents.

Sincerely,

JONES \& DeMILLE ENGINEERING, INC.


Riley Vane, PE
Project Manager

Attachments:

1) Notice of Award
2) Bid Tabulation
3) Bid Summary
4) Energy Services LLC Sub-contractors
5) Energy Services LLC Proposed Schedule Well \#25
6) Energy Services LLC Proposed Schedule Well \#26


7 South Main Street Suite 107/109 Tooele, UT 84074 435.268.8089

1675 South Highway 10
Price, UT 84501 435.637 .8266

696 North Main Street PO Box 577
Monticello, UT 84535 435.587.9100

520 West Highway 40 Roosevelt, UT 84066 435.722.8267

## DOCUMENT 005100

## NOTICE OF AWARD

Date of Issuance:
Owner: Colorado City Owner's Project No.:
Engineer: Jones \& DeMille Engineering, Inc. Engineer's Project No.: 2212-055
Project: No. 25 and No. 26 Raw Water Well Drilling
Contract Name: Colorado City No. 25 and No. 26 Raw Water Well Drilling
Bidder: Energy Services LLC
Bidder's Address: 145 West Township, Colorado City, AZ 86021
You are notified that Owner has accepted your Bid dated February 16, 2024 for the above Contract, and that you are the Successful Bidder and are awarded a Contract for: Schedule 1 Well No. 25 Drilling and Schedule 2 Well No. 26 Drilling. Add alternate bid items A1-1 and A2-1 for video logging the well casing post construction is included.

The Contract Price of the awarded Contract is $\$ 573,683.16$. Contract Price is subject to adjustment based on the provisions of the Contract, including but not limited to those governing changes, Unit Price Work, and Work performed on a cost-plus-fee basis, as applicable.

3 unexecuted counterparts of the Agreement accompany this Notice of Award, and one copy of the Contract Documents accompanies this Notice of Award, or has been transmitted or made available to Bidder electronically.Drawings will be delivered separately from the other Contract Documents.
You must comply with the following conditions precedent within 1514 days of the date of receipt of this Notice of Award:

1. Deliver to Owner 3 counterparts of the Agreement, signed by Bidder (as Contractor).
2. Deliver with the signed Agreement(s) the Contract security (such as required performance and payment bonds) and insurance documentation, as specified in the Instructions to Bidders and in the General Conditions, Articles 2 and 6.
3. Other conditions precedent (if any): Deliver preliminary schedules as specified in the General Conditions, Article 2.

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within 10 days after you comply with the above conditions, Owner will return to you one fully signed counterpart of the Agreement, together with any additional copies of the Contract Documents as indicated in Paragraph 2.02 of the General Conditions.

Owner: Town of Colorado City
By (signature):
Name (printed):
Title:
Copy: Engineer

## SUMMARY OF BIDS

| SUMMARY OF BIDS |  |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: |
| Listed From <br> Apparent <br> Low Bid to <br> High Bid <br> Company | Total <br> Submitted Bid Amount | Total Correction | Total Accepted Bid Amount | \% of Low Bid (Accepted Bid) | \% of Engineer's Probable Cost (Accepted Bid) |
| Engineer's Probable Cost |  |  | \$ 601,600.00 |  |  |
| Energy Services LLC 145 W Township, CC, AZ 86021 | \$ 571,311.00 | \$ 2,372.16 | \$ 573,683.16 | 100\% | 95\% |
| 2 Shumway Explorations, LLC. <br> 1331 S2425 W, Cedar City, UT 84720 | \$ 807,100.00 | \$ 5,250.00 | \$ 812,350.00 | 142\% | 135\% |
| $3 \quad$Cluff Drilling \& Pump INC. <br> HC 65 Box 455 , Fredonia, AZ 86022 | \$ 903,990.00 | \$ (17,780.00) | \$ 886,210.00 | 154\% | 147\% |
| $\begin{array}{ll}\text { KP Ventures Well Drilling \& Pump Co. } \\ & 4715 \text { Old Highway 279, Camp Verde, AZ } 86322\end{array}$ | \$ 991,795.44 | \$ (52,275.44) | \$ 939,520.00 | 164\% | 156\% |
| BIDDER'S CHECKLIST |  |  |  |  |  |
| Checklist Items | Energy Services LLC | Shumway Explorations, LLC. | Cluff Drilling \& Pump INC. | KP Ventures Well Drilling \& Pump Co. |  |
| Pre-Bid Conference (Mandatory/Non-Mandatory) | X | X | X | X |  |
| Addenda Acknowledged | X | X | X | X |  |
| Bid Amount(s) Filled Out Completely | X | X | X | X |  |
| Bid Totaled | X | X | X | X |  |
| Bidder's Information Filled Out Completely | X | X | X | X |  |
| Bid Signed by Authorized Representative | X | X | X | X |  |
| Acknowledgment for Coproration | X | X | X | X |  |
| Bid Security | X | X | X | X |  |
| Subcontractor List | Provided post opening | Provided post opening |  |  |  |
| Contractor's License | X | X | X | X |  |
| Bidder Qualification | X | X | X | X |  |
| Construction Schedule | Provided post opening | Provided post opening |  |  |  |


Owner: Town of Colorado City
Project: Wells No. 25 and No. 26 Raw Water Well Drilling Bid Date: Friday, February 16, 2024
Bid Place: Town of Colorado City Offices Bid Time: 10:00 AM

ENGINEER'S COMMENTS
Based on an evaluation of the bids received for this project, Jones \& DeMille Engineering (JDE) recommends that Energy Services LLC be awarded the contract for this project.
It is JDE's professional opinion that the bid submitted by Energy Services LLC was in substantial compliance with the bidding documents.
No additional comments noted.
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## $N$



## Resolution 2024-05


#### Abstract

A Resolution of the governing body of Colorado City, authorizing the execution and delivery of an Municipal Lease-Purchase Agreement with respect to the acquisition, Financing and leasing of certain equipment for the public BENEFIT WITHIN THE TERMS PROVIDED HEREIN; AUTHORIZING THE EXECUTION AND DELIVERY OF DOCUMENTS REQUIRED IN CONNECTION THEREWITH; AND AUTHORIZING THE TAKING OF ALL OTHER ACTIONS NECESSARY TO THE CONSUMMATION OF THE TRANSACTIONS CONTEMPLATED BY THIS RESOLUTION.


Whereas, The Town of Colorado City (the "Lessee"), a town duly organized and existing as a political subdivision, municipal corporation or similar public entity of the State of Arizona, is authorized by the laws of the State of Arizona to acquire, finance and lease personal property for the benefit of the Lessee and its inhabitants and to enter into contracts with respect thereto; and

Whereas, the Lessee desires to acquire, finance and lease certain equipment up to $\$ 1,500,000$ in total equipment financed constituting personal property necessary for the Lessee to perform essential governmental functions (the "Equipment"); and

Whereas, in order to acquire such Equipment, the Lessee proposes to enter into Municipal Lease-Purchase Agreements (the "Agreements") with Financial Pacific Leasing, Inc. DBA Umpqua Bank Equipment Leasing \& Finance (or one of its affiliates), as lessor, (the "Lessor"), the form of which has been presented to the governing body of the Lessee at this meeting; and

Whereas, the governing body of the Lessee deems it for the benefit of the Lessee and for the efficient and effective administration thereof to enter into the Agreements and the other documentation relating to the acquisition, financing and leasing of the Equipment to be therein described on the terms and conditions therein and herein provided;

Now, Therefore, Be It And It Is Hereby Resolved by the governing body of the Lessee as follows:

Section 1. Findings and Determinations. It is hereby found and determined that the terms of the Agreements, in the form presented to the governing body of Lessee at this meeting, are in the best interests of the Lessee for the acquisition, financing and leasing of the Equipment.

Section 2. Approval of Documents; Designation as Bank Qualified. The form, terms and provisions of the Agreements are hereby approved in substantially the forms presented at this meeting, with such insertions, omissions and changes as shall be approved by the Town Manager of the Lessee or other members of the governing body of the Lessee executing the same, the execution of such documents being conclusive evidence of such approval; and the Town Manager of the Lessee is hereby authorized and directed to execute, and the Town Clerk of the Lessee is hereby authorized and directed to attest, the Agreements and any related Exhibits attached thereto
and to deliver the Agreements (including such Exhibits) to the respective parties thereto, and the Town Clerk _of the Lessee is hereby authorized to affix the seal of the Lessee to such documents.

Section 3. Other Actions Authorized. The officers and employees of the Lessee shall take all action necessary or reasonably required by the parties to the Agreements to carry out, give effect to and consummate the transactions contemplated thereby (including the execution and delivery of a Final Acceptance Certificate, escrow agreements, disbursement requests and any tax certificate and agreement, as contemplated in the Agreements) and to take all action necessary in conformity therewith, including, without limitation, the execution and delivery of any closing and other documents required to be delivered in connection with the Agreements, including designation of the Agreements as "qualified tax-exempt obligations" under Section 265(b)(3)(B) of the Internal Revenue Code of 1986, as amended, if requirements for such designation can be met.

Section 4. Appointment of Authorized Lessee Representatives. The Town Manager and Town Clerk of the Lessee are each hereby designated to act as authorized representatives of the Lessee for purposes of the Agreements and any escrow agreements until such time as the governing body of the Lessee shall designate any other or different authorized representative for purposes of the Agreements or any escrow agreement.

Section 5. Severability. If any section, paragraph, clause or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Resolution.

Section 6. Repealer. All bylaws, orders and resolutions or parts thereof, inconsistent herewith, are hereby repealed to the extent only of such inconsistency with respect to this Resolution. This repealer shall not be construed as reviving any bylaw, order, resolution or ordinance or part thereof.

Section 7. Effective Date. This Resolution shall be effective immediately upon its approval and adoption.

Adopted and Approved by the governing body of the Lessee this $\qquad$ day of
$\qquad$ _.

as lessee
[SEAL]

By:


Printed Name:
Title: $\qquad$

## Attest:

By: $\qquad$
Printed: Name: $\qquad$
Title: $\qquad$

## 迸 <br> UNIFIEロ <br> FLEET SERVICES

Prepared for:

## Colorado City

## MUNICIPAL FLEET OBSTACLES

Fleet Management:
Municipalities consistency, dependability and certainty in managing their fleets. Smaller municipalities struggle to manage vehicle churn and optimize remarketing, or even place their orders on time.

## Budget Constraints:

Municipalities submit their budgets annually, often with minimal budget for vehicles. Replacing large vehicles exceeds available cash flow; debt financing isn't always ideal.

## Optimization:

Finding "Right tool for the job" is hard when all the tools look good! For Municipalities we evaluate the best option given carrying costs, residuals and use cases. Analysis that is difficult on their own.

## Obsolescence:

Vehicle maintenance costs, downtime, wear and tear and eventual obsolescence increases government waste and inefficiency.

## UFS CORE SERVICE OFFERINGS



Leasing


Fleet Management


Turnkey Upfit

## MUNICIPAL FLEET LEASING

## CAPITAL EFFICIENT

Annual flat fee 3-5 year lease. No bundled maintenance plans, or other add-ins. Cycle at year three and recognize equity or make final two payments and own outright.

## DOWN TIME

All vehicles factory-new with full warranty.
No need to:
Pay for mechanical repairs (transmission, etc.)
Avoid most major service intervals

## YOU KEEP THE PROFIT

Keeping your team doing their job is our goal. When units can sell for profit we notify you it may be time to switch. You recognize profit when they sell and we deliver your replacement vehicles.

## SELECTION

Pickup trucks and large SUV are our primary unit, with sedans and minivans mixed in. Chevy, Ram, Ford, Toyota, etc.

## SUPPLY CHAIN

We monitor supply chain amongst all manufacturers to ensure our clients have the best options. Your Purchase Order with UFS ensures we get the order in ASAP. We manage allocation to ensure you get the unit you want.

## SERVICE

We find solutions, return calls, and keep your team running. Ask our references about their experience versus our competition.


## MUNICIPAL



Chose ANY off-ramp that is best for you and your department.

## UNIFIED MULTI-YEAR LEASE OPTIONS

Flexibility of one year leases with predictability of a five year lease. You can swap vehicles at any time and recognize the equity when you sell!

3 year suggested swap for law enforcement and heavy upfit units.

Leases start with all five years outlined from the beginning. You can budget for all five years, and exit at any time that makes sense for your fleet.

Potential off-ramps,
or make your own!: or make your own!:

Return at 18 Months

Return at 3
Years

Hold Forever and payoff at 5 years

## Unified Fleet's Makes \& Models

- SUV

- Admin Vehicles
- Police Patrol Vehicles
- Under Cover Vehicles
- Public Works Vehicles

Bundle in your upfits to meet your department's needs and have a turn-key experience.

## SAMPLE OF VEHICLES LEASED



EXPLORER
XLT/ST-Line, Leather \& Heated


SILVERADO 3500 DIESEL
LTZ - Crew Cab, Sport Appearance, Leather \& Heated


SUBURBAN
LT/Z71, Leather \& Heated

## LEASING CONTRACT TERMS

## ANNUAL PAYMENT

Payment required prior to or upon delivery of the unit. Semi-annual and monthly payments available.

## MILEAGE

No specific mileage limitations or constraints. Excess mileage may effect residual values at lease end.

## CREDIT

All clients are required to pass a credit check by our credit insurer.

## MAINTENANCE

Lessor must be maintain vehicles as per manufacturers recommendations.

## RESIDUAL

Settlement value determined at start of lease. No chargebacks for mileage, damage or other arbitrary items. So long vehicle sells above settlement you make a profit!

## DAMAGE

Lessee is responsible for all damage to the vehicle. 99.5\% of all UFS vehicles have no damage or settlement charaebacks.

## LEASE

Flexibility of lease pricing. UFS provides both JD Power's ALG projected residual values and Current Market values of 3 year old vehicles to calculate lease prices. Clients can opt for conservative rates (JD Power) or Current Market rates.

## Requested Equipment \& Pricing Options

## Requested:

- 2024 Toyota Rav4 LE Hybrid @ 20K Miles/Year
- 2024 GMC 3500 AT4 @ 30K Miles/Year


## Pricing

2024 Toyota Rav4 LE Hybrid @ 20K Miles/Year
Current Market Residual

| Year | Payment Due | Interest | Principal | Balance | Projected Residual | Projected Equity |
| :--- | ---: | ---: | ---: | ---: | ---: | ---: |
| 1 | $6,500.00$ | 0.00 | $6,500.00$ | $27,324.00$ | $30,379.44$ | $3,055.44$ |
| 2 | $6,500.00$ | $1,538.34$ | $4,961.66$ | $22,362.34$ | $28,376.40$ | $6,014.06$ |
| 3 | $6,500.00$ | $1,259.00$ | $5,241.00$ | $17,121.34$ | $25,371.84$ | $8,250.50$ |
| 4 | $9,289.73$ | 963.93 | $8,325.80$ | $8,795.54$ | $23,702.64$ | $14,907.10$ |
| 5 | $9,289.73$ | 495.19 | $8,794.54$ | 1.00 | $21,699.60$ | $21,698.60$ |

## 2024 GMC 3500 AT4 @ 30K Miles/Year

Current Market Residual

| Year | Payment Due | Interest | Principal | Balance | Projected Residual | Projected Equity |
| :--- | ---: | ---: | ---: | ---: | ---: | ---: |
| 1 | $10,321.09$ | 0.00 | $10,321.09$ | $69,652.91$ | $67,555.70$ | $-2,097.21$ |
| 2 | $10,321.09$ | $3,921.46$ | $6,399.63$ | $63,253.28$ | $62,612.60$ | -640.68 |
| 3 | $10,321.09$ | $3,561.16$ | $6,759.93$ | $56,493.35$ | $58,493.35$ | $2,000.00$ |
| 4 | $30,653.39$ | $3,180.58$ | $27,472.81$ | $29,020.54$ | $56,845.65$ | $27,825.11$ |
| 5 | $30,653.39$ | $1,633.86$ | $29,019.53$ | 1.00 | $46,135.60$ | $46,134.60$ |

## Next Steps

1. Acceptance of pricing proposed.
2. UFS issues purchase order to client as outlined herein.
3. UFS prepares term sheet for client's funding to finalize pricing.
4. Client returns Term Sheet and Resolution for Funding
5. UFS finalizes credit approval.
6. UFS's financial partners issues leases per-vehicle for client to sign via Docusign.
7. Client provides Legal Opinion Letter that all has been done within municipal requirements.

[^0]:    Agenda items and any variables thereto are set for consideration, discussion, approval or other action. All items are set for possible action. The Town Council may, by motion, recess into executive session, which will not be open to the public, to receive legal advice from the Town's attorney(s) on any item contained in this agenda pursuant to ARS § 38-431.03 (A) (3)(4), or regarding sensitive personnel issues pursuant to ARS § $38-431.03$ (A) (1), or concerning negotiations for the purchase, sale or lease of real property; ARS § 38-431.03 (A) (7). One or more Council members may be attending by telephone. Agenda may be subject to change up to 24 hours prior to the meeting. Persons with a disability may request a reasonable accommodation by contacting the Town Clerk at 928.875 .2646 as early as possible to allow sufficient time to arrange for the necessary accommodations. Town of Colorado City Council Meeting Agenda.

