

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
- Pledge of Allegiance
- 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

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.

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 dire and decision at a later date.	cting staff to study t	he matter or scheduling	the matter for ful	rther consi	deration
5. Consider Bid Award Presenter: Vance Barlo	_			Page	_
Energy Services, LLC wa funded as an ARPA subre	s the low bid for ecipient grant fro	Drilling Wells No. 25 m Mohave County.			
The engineers have reviewawarded to Energy Service	ces, LLC in the a	mount of \$573,683.	16.	-	
RECOMMENDATION	Motion:	2 nd :		Vote:	
Motion to award the bid i Wells No. 25 and No. 26.		\$573,683.16 to Ene	ergy Services,	LLC for	Drilling
6. Consider Resolution Presenter: Vance Barlo			ment for Unif		sing e
The Town is requesting Unified Leasing. The lea		•		rative us	e from
The existing resolution a master agreement with U additional vehicles, the gosets an upper limit of 1,50	Inified Leasing soverning body ne	et an upper limit of seeds to approve a hi	\$74,035.20. ir gher limit Res	n order to olution 2	lease
Any purchases or leases policies.	would have to be	e budgeted for and f	ollow the Towi	ns procu	rement
RECOMMENDATION	Motion:	2 nd :		Vote:	<u>/</u>
Motion to adopt Resoluti with Umpqua Bank.	on 2024-05 appi	roving the Municipa	I Lease-Purch	ase agre	eement

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7. Ratify Appointment to the T Board. Presenter: Mayor Ream	own of Colorado C	ity Municipal Airpor	rt Advisory Page
Paul Black has submitted his res Board.	ignation from the Co	lorado City Municipa	I Airport Advisory
The Town posted a notice of opp received and considered.	ortunity to serve on	the Board and three	application were
The Mayor has appointedending December 31, 2025.	to fill o	out the balance of Pa	ul Black's term
With this appointment the commi	ttee will consist of:		
Jacob Jessop &	December 31, 202	5	
Darlene Stubbs	December 31, 202	7	
Steven Black & Jared Zitting	December 31, 202	9	
RECOMMENDATION Motion	n: 2 ⁿ	d:	Vote:/
Motion to ratify the appointment of Airport Advisory Committee with			do City Municipal

8. Adjournment

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www.jonesanddemille.com | 800.748.5275

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

DOCUMENT 00 51 00 NOTICE OF AWARD

Data	٥f	Issuance:	
Date	OI.	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.

 \square Drawings will be delivered separately from the other Contract Documents.

You must comply with the following conditions precedent within 15 14 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	

www.jonesanddemille.com 1-800-748-5275



Owner: Town of Colorado City Project: Wells No. 25 and No. 26 Raw Water Well Drilling

Proj #.: 2212-055
Bid Date: Friday, February 16, 2024
Bid Place: Town of Colorado City Offices
Bid Time: 10:00 AM

		SUMI	SUMMARY OF BIDS			
Listed From Apparent Low Bid to High Bid	n , Company	Total 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%	%56
2	Shumway Explorations, LLC. 1331 S2425 W, Cedar City, UT 84720	\$ 807,100.00 \$	\$ 5,250.00	\$ 812,350.00	142%	135%
8	Cluff Drilling & Pump INC. HC 65 Box 455, Fredonia, AZ 86022	\$ 00.099,990.00	\$ (17,780.00)	\$ 886,210.00	154%	147%
4	KP Ventures Well Drilling & Pump Co. 4715 Old Highway 279, Camp Verde, AZ 86322	\$ 991,795.44	\$ (52,275.44)	\$ 939,520.00	164%	156%

	BIDDEI	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	×	×	
Addenda Acknowledged	×	×	×	×	
Bid Amount(s) Filled Out Completely	×	×	×	×	
Bid Totaled	×	×	×	×	
Bidder's Information Filled Out Completely	×	X	×	×	
Bid Signed by Authorized Representative	×	×	×	×	
Acknowledgment for Coproration	×	X	×	×	
Bid Security	×	X	×	×	
Subcontractor List	Provided post opening	Provided post opening			
Contractor's License	×	×	×	×	
Bidder Qualification	×	×	×	×	
Construction Schedule	Provided post opening	Provided post opening			

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.



1-800-748-5275 www.jonesanddemille.com

Owner: Town of Colorado City Project: Wells No. 25 and No. 26 Raw Water Well Drillir. Proj. #.: 2212-055

Bid Date: Friday, February 16, 2024
Bid Place: Town of Colorado City Offices
Bid Time: 10:00 AM

Plot Schedule Real Description SCHEDULE 1- WellNo.25 1-1 Mobilization SCHEDULE 1- WellNo.25 1-1 Description SCHEDULE 1- WellNo.25 1-1 Description SCHEDULE 1- WellNo.25 1-2 Del Minimum 25-hot Dameler Strates Casaling Furnish and Install Minimum Hel-hot Dameler Strates Furnish and Install Mortinal 12-lach Dameler Strates Casaling Furnish and Install Remain 12-lach Dameler Steel Production Casing 1-1 Furnish and Install Romnal 12-lach Dameler Louvest Well Screen 1-10 Furnish and Install Bendonite Plugs 1-11 Furnish and Install Bendonite Plugs 1-13 Furnish and Install Bendonite Plugs 1-14 Furnish and Install Bendonite Plugs 1-14 Furnish and Install Bendonite Plugs 1-15 Furnish and Install Bendonite Plugs 1-16 Geophore Mark Seal for Production Casing 1-17 Furnish and Install Bendonite Plugs 1-18 Furnish and Install Bendonite Plugs 1-19 Furnish and Install Bendonite Plugs 1-10 Furnish and Install Bendonite Plugs 1-11 Furnish and Install Bendonite Plugs 1-12 Furnish and Install Bendonite Plugs 1-13 Furnish Purnish and Install Bendonite Plugs 1-14 Strate Plugs 1-15 Furnish Purnish and Install Bendonite Plugs 1-15 Furnish Purnish and Install Bendonite Plugs 1-15 Furnish Purnish and Install Bendonite Plugs 1-16 Furnish Plugged P	Unit L.S. C.F. C.F. C.F. C.F. C.F. C.F. C.F. C.F. L.S. Hourly Hourly Hourly Hourly Hourly	Estimated Outmity Price Country Country			No. 1 Energy Services LLC 145 W Township, CC, AZ 86021 The Cincinnati Insurance Company	C C, AZ 86021 rance Company	No. 2 Shumway Explora 1331 S2425 W, C. ANPAC	No. 2 Shumway Explorations, LLC. 1331 S2425 W, Cedar City, UT 847; ANPAC	No. 3 Cluff Drilling & Pump INC. 7.HC 65 Box 455, Fredonia, AZ 86022 Sertrywest Insurance Services, Inc.	mp INC. redonia, AZ 86022 nce Services, Inc.	No. 4 RP Ventures Well Drilling & Pump Co. RP 15 Old Highway 279, Camp Verde, AZ. Great American Insurance Company	rilling & Pump (79, Camp Verc urance Compar
	Unit L.S. C.F. C.F. C.F. C.F. C.F. C.F. C.F. C	Countity 1 40 40 40 50 50 50 50 50 620 620 610 100 100 100 100 60 60 60 60 60 60 60 60 60 60 60 60 6		able Cost:								
		20 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0			Bid Unit Price	Bid Price	Bid Unit Price		Bid Unit Price	Bid Price	Bid Unit Price	Bid Price
		40 40 40 40 40 40 40 40 40 40 40 40 40 4	9	000000		000						000
		620 620 620 620 620 620 620 620 620 620		60,000.00	\$4,500.00	\$4,500.00	\$25,000.00	\$25,000.00	\$50,000.00	\$50,000.00	*	\$70,000.00
		50 580 620 620 100 190 190 190 190 190 190 190 190 19		\$6.000,00	\$190.63	\$7.625.20		\$8	\$300.00			\$6,000.00
		580 620 620 101 100 190 8 8 8 8 8 8 8 8 8		\$4,000.00	\$96.50	\$4,825.00	\$350.00		\$160.00	\$8,000.00	\$250.00	\$12,500.00
		511 100 190 190 80 10 10 10 10 10 10 10 10 10 10 10 10 10		\$87,000.00	\$250.00	\$145,000.00						\$92,800.00
		100 190 190 80 80 80 80 80 80 80 80 80 80 80 80 80		\$5,200.00	\$17.20	\$50,824.06	\$10,000	\$8,000.00	\$12000	\$613,220.00	\$30.00	\$18,600.00
	C.F. C.F. Hourly L.S. Hourly Hourly Hourly Hourly L.S. L.S. L.S. Hourly Hourly Hourly L.S. L.F. L.F. L.F. L.F. L.F. L.F. L.F.	190 440 80 80 1 1 1 8 8 8 8		\$17,500.00	\$239.50	\$23,950.00	\$150.00			\$19,000.00		\$24,000.00
	C.F. Hourly Hourly L.S. Hourly Hourly L.S. L.S. Hourly Hourly	440 80 10 80 80 80 80 80 80 80 80 80 80 80 80 80	1	\$7,600.00	\$42.63	\$8,099.70	\$50.00			\$18,050.00		\$19,000.00
Ш	Hourly L.S. Hourly Hourly Hourly Hourly	880 880 880 880 880 880 880 880 880 880		\$1,500.00	\$515.00	\$515.00	\$5,000.00	\$5,000.00	\$10,000.00	\$10,000.00	\$2,400.00	\$2,400.00
	L.S. Hourly Hourly Hourly L.F.	8 8 8 8	\$ 350.00	\$28,000.00	\$375.00	\$30,000.00	\$750.00			\$28,000.001	0,	\$48,000.00
	Hourly L.S. Hourly Hourly	8 8 4 8	\$ 40,000.00	\$40,000.00	\$57,000.00	\$57,000.00	\$25,000.00		\$15	\$150,000.00	\$4	\$40,000.00
Ť	Hourly Hourly L.F.	- & &	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	\$28,000.00	\$300.00	\$24,000.00	\$750.00			\$28,000.00		\$48,000.00
I-15 Disintect Well Standby Time	Hourly L.F.	0 00	350.00	\$5,000.00	\$1,000.00	\$1,000.00	\$5,000.00					\$4,000.00
Т	LF		350.00	\$2,800.00	\$375.00	\$3,000.00	\$1,000.00	\$8,000.00	\$350.00		\$700.00	\$5,600.00
1-1 Downhole Video Camera Inspection		610	\$ 16.39	\$10,000.00	\$3.80	\$2,318.00	\$13.11					\$2,440.00
	ľ	Schedul	e 1 - Subtotal \$	398,700.00	Subtotal	\$406,670.16	Subtotal					\$523,100.00
2-1 Mobilization	S	1	\$ 40.000.00	\$40.000.00	\$2.500.00	\$2.500.00	\$25,000,00	\$25,000.00	\$50.000.00	\$50.000.00	\$80.000.00	\$80.000.00
Ī.	i ::	20	1	\$3,000.00	\$350.00	\$7,000.00				\$6,400.00	L	\$8,000.00
П	L.F.	П		\$3,000.00	\$124.95	\$2,499.00	\$200.00		0	\$6,000.00	\$300.00	\$6,000.00
T	O.	T		\$2,000.00	\$126.00	\$3,150.00				\$4,000.00		\$12,500.00
2-5 Drill 17.3-inch Diameter Production Borehole Canaphysical Loading of Production Borehole	<u>.</u>	T	10.00	\$12,500.00	\$225.00	\$43,750.00	\$250.00			\$28,500.00	\$320.00	\$48,000.00
2-7 Furnish and Install Nominal 12-Inch Diameter Steel Production Casing		Г		\$12,000.00	\$109.17	\$13,100.40						\$19,200.00
2-8 Furnish and Install Nominal12-Inch Diameter Louvered Well Screen		40	\$ 175.00	\$7,000.00	\$222.50	\$8,900.00	\$150.00	\$6,000.00		\$7,600.00	\$240.00	\$9,600.00
T		Ť	7	\$4,000.00	\$41.00	\$4,100.00	\$50.00			\$9,500.00		\$12,000.00
Furnish and Install Well Seal for Production Casing	i C	- 80	00:000:00	\$6.400.00	\$73.73	\$5.898.40	\$50.00			\$5.000.00		\$19.200.00
2-12 Well Development with Drill Rig	Hourly	Г		\$28,000.00	\$352.00	\$28,160.00						\$56,000.00
П	L.S.			\$20,000.00	\$25,000.00	\$25,000.00						\$40,000.00
2-14 Development Pumping and Test Pumping	Hourly	90	\$ 350.00	\$28,000.00	\$250.00	\$20,000.00	\$750.00	\$60,000.00	\$350.00	\$28,000.00	\$700.00	\$56,000.00
Т	Hourly	- 80	П	\$2,800,00	\$262.50	\$2,100,00	\$1,000.00			\$2,800.00		\$4,800.00
П	Hourly	8	ΙI	\$2,800.00	\$350.00	\$2,800.00	\$1,000.00	\$8,000.00		\$2,800.00		\$5,600.00
m .	L.S.	T	\$ 10,000.00	\$10,000.00	\$1,300.00	\$1,300.00	\$25,000.00	\$25,000.00	\$35	\$35,000.00	\$20	\$20,000.00
A2-1 Downhole Video Camera Inspection		100 School		\$3,200.00	\$10.25	\$1,640.00				\$1,600.00		\$1,920.00
		200	TOTAL	\$601,600.00	Accepted Total:	\$573,683.16	Accepted Total:	\$812,350.00	Acc	\$886,210.00	Acce	\$939,520.00
					Submitted:	\$571,311.00	П	Ц	Submitted:		Submitted:	\$991,795.44
					Correction:	\$2,372.16	Correction:	\$5,250.00	Correction:	-\$17,780.00	Correction:	-\$52,275.44
aby certify that the above is a true and correct sustancy of the hids received:				-	Correction Notes		Corrected Rid Item:	s ·	Corrected Rid Item		Corrected Bid Item:	
edy ceruity unat une above is a une and confect spanniary of the bus received.				2	1-6 Adi from \$10 6		1-4 Adi from \$14 000 00	00 00	11-6 Adi from \$19 (Annrox 5 3% cales	oow you
ect Manager: May Porte					1-9 Adj. from \$1,000.00 1-9 Adj. from \$8,100.00 1-11 Adj. from \$2,600.00 1-16 Adj. from \$2,544.00 1-17 Adj. from \$2,800.00 Ach. 1 Subtotal Adj. from		1-4 Adj. from \$14,000.00 1-6 Adj. from \$8,000.00 2-4 Adj. from \$7,000.00 A2-1 Adj. from \$7,000.00		1-9 Adj. from \$18,000.00 1-9 Adj. from \$18,000.00 Sch. 1 Subtotal Adj. from \$333,370.00		Approx. 5.3% sales tax was removed for bid comparison.	tax was nparison.
					\$406,459.00 2-12 Adj. from \$28,160.00 2-14 Adj. from \$0	160.00						
					A1-1 Adj. from \$2,315 Sch. 2 Subtotal Adi. from	15 from						
					\$164,852.00							

I hereby certify that the above is a true and correct summary of the bids received:

Project Manager:

RESOLUTION 2024-05

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 day of
	·
	[],
	as lessee
[SEAL]	
	By:
	Printed Name:
	Title:
ATTES	T:
By:	
Printed	d: Name:
Title:	



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:

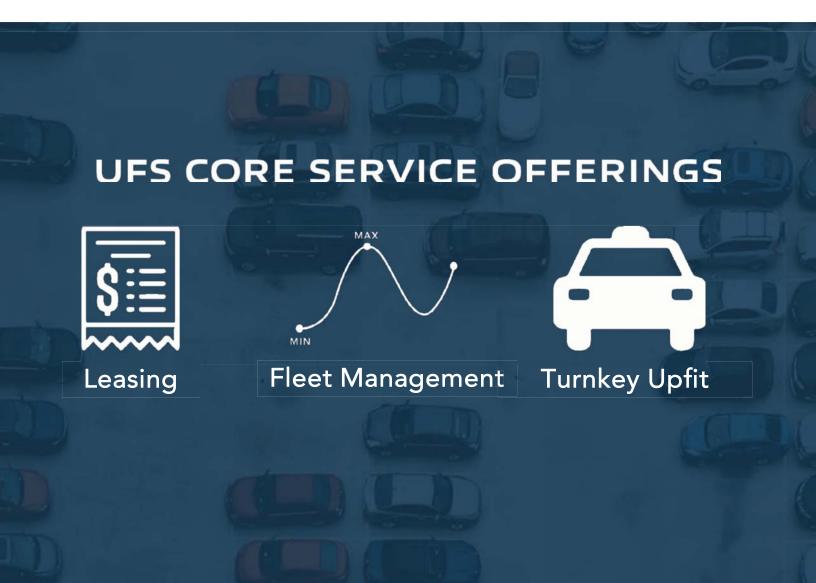
Municipalities submit their budgets annually, often with minimal budget for vehicles. Replacing large vehicles exceeds available cash flow; debt financing isn't always ideal.

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.





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.









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.





Unified Fleet's Makes & Models

- SUV
- Light Duty Trucks
- Heavy Duty Trucks (Diesel)
- 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



F-150 CREW CAB

Lariat / Tremor, Sport Appearance, Leather & Heated, Ecoboost/Powerboost



EXPLORERXLT/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 chargebacks.

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

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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.