NOTICE OF SPECIAL 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 Special City Council meeting at 6:30 p.m., Monday, December 23, 2019. 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 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 GIVEN BY:

/s/ Sonia Cornelio, City Clerk

AVISO DE JUNTA ESPECIAL

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 Especial a las 6:30 p.m., el día Lunes 23 de Diciembre del 2019. 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 que sean razonables para la participación en programas, actividades o servicios de la Ciudad, contactar al: Coordinador del Acta de Americanos con Discapacidades/Sección 504, Departamento de Recursos Humanos de la Ciudad de San Luis, Arizona, ubicado en el 1090 E. Union Street, San Luis, Arizona, 85349; (928) 341-8520.

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

ESTE AVISO ES DADO POR:

/f/ Sonia Cornelio, Actuaria de la Ciudad

AMENDED AGENDA
12/19/2019

AGENDA
Special Meeting
San Luis City Council
San Luis Council Chambers
1090 E. Union Street
San Luis, AZ 85349
December 23, 2019
6:30 p.m.

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

1. CALL TO ORDER/ROLL CALL

2. PLEDGE OF ALLEGIANCE

3. INVOCATION

4. 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.

4. A. MINUTES OF
- Special Council meeting held November 26, 2019

4. B. DISBURSEMENTS FROM DECEMBER 1, 2019 THROUGH DECEMBER 13, 2019.
Total Disbursements $989,528.03
(Nine Hundred Eighty-Nine Thousand, Five Hundred Twenty-Eight Dollars and Three Cents)

4. C. Discussion and possible action on any and all matters regarding the purchase of seven (7) new cardiac monitors. **(Angel Ramirez, Fire Chief)**

4. D. Discussion and possible action on any and all matters regarding the purchase of three (3) shade structures for the Joe Orduño Park. **(Lizandro Galaviz, Director of Parks & Recreation)**

5. DISCUSSION AND POSSIBLE ACTION ITEMS:

5. A. Discussion and possible action on any and all matters regarding the appointment of Council Member Jose Ponce to serve on the Regional Council on Aging - Area Agency on Aging Advisory Council of the Western Arizona Council of Governments (WACOG). **(Francia Alonso, Assistant to Mayor and Council/PIO)**

5. B. Discussion and possible action on any and all matters regarding EcoVerde EG-Mini Skid Odor Control System for East Mesa Lift Station. **(Eulogio Vera, Director of Public Works)**

5. C. Discussion and possible action on any and all matters regarding the approval and ratification of the Taylor Engineering project for the Cesar Chavez Boulevard formerly known as Juan Sanchez Boulevard Extension to Levee 6" Waterline. **(Eulogio Vera, Director of Public Works)**

5. D. Discussion and possible action any and all matters regarding the purchase of two, five-row bleachers and two, ten-row bleachers for the Recreation Department. **(Lizandro Galaviz, Director of Parks & Recreation)**

5. E. Presentation followed by discussion and possible directions to staff on any and all matters regarding a Special Event Liquor License Application for the 2020 Lechuga Fest to be held on Saturday, January 25, 2020. **(Lizandro Galaviz, Director of Parks & Recreation Department)**

5. F. Discussion and possible action on any and all matters regarding Ordinance No. 393. An Ordinance of the Mayor and City Council of the City of San Luis, Arizona amending the City Code by amending Chapter 112, "Transportation Business Regulations" to provide for a border area and a system of issuance and regulation for border area vehicle permits to park at Taxi Stands or wait at Taxi Waiting Stands within said border area; amending the definition for Taxicab; renumbering certain sections within Chapter 112; repealing any conflicting provisions; providing for severability, and establishing an effective date. **(Richard Jessup, Chief of Police, Angel Ramirez, Fire Chief and Eulogio Vera, Public Works Director)**

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

7. 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.

8. ADJOURNMENT

AGENDA ITEM REVIEW FORM

Special City Council Meeting **4. A.**

Meeting Date: 12/23/2019

Summary

MINUTES OF

- Special Council meeting held November 26, 2019

Attachments

11/26/2019 SCM

M I N U T E S
Special Council Meeting
San Luis City Council
San Luis Council Chambers
1090 E. Union Street
November 26, 2019
6:30 p.m.

1. CALL TO ORDER/ROLL CALL: Mayor Gerardo Sanchez called the Regular City Council meeting to order at approximately 6:34 p.m.

PRESENT: Mayor Gerardo Sanchez
Vice Mayor Maria Cecilia Cruz
Council Member Mario Buchanan Jr.
Council Member Matias Rosales
Council Member Africa Luna-Carrasco
Council Member Jose Ponce
Council Member Gloria Torres

OTHERS PRESENT: Tadeo A. De La Hoya, City Manager
Melissa Lopez, Deputy City Clerk
Kay Marion Macuil, City Attorney
Angel Ramirez, Fire Chief
Angelica Castro, Contracts & Grants Coordinator
Angelica Cifuentes, Purchasing Coordinator
Ayleen Larios, Customer Service Representative
Carlos Cortez, Assitant Director of Finance
Debora Luna, Accountant
Derek Dueñas, Information Technology Manager
Edgar Carbajal, Acting Human Resources Manager
Elizabeth Bonilla, Administrative Coordinator
Enrique Lopez, Assitant Fire Chief
Eulogio Vera, Director of Public Works
Fausto Gonzalez, Trainning & Programs Coordinator
Francia Alonso, PIO/Assistant to Council
Issaac Gutierrez, GIS Technician
Jenny Torres, Economic Development Manager
Jonathan Dumadag, IT Technician
Jorge Mungaray, Senior IT Technician
Jose A. Guzman, Director of Planning & Zoning
Josue Aranda, Bailiff
Lizandro Galaviz, Director of Parks & Recreation
Marco Santana, Police Lieutenant
Margarita Dominguez, Accounting Specialist
Martha Jimenez, Building Inspector
Miguel Ramirez, Accountant

Monica Castro, Director of Finance
Nancy Juares, Administrative Coordinator
Richard Jessup, Chief of Police
Rogelio Martinez, Office Assistant
Roula Encinas, Accountant
Tyler Greent, Firefighter
Yolanda Dueñas, Facilities Supervisor
Cesar Neyoy, Reporter
Eddie Loo, Developer
Emma Torres, Executive Director Campesinos Sin Fronteras
Lucy Lopez, Reporter
Rogelio Torres, Visitor

2. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Council Member Gloria Torres.

3. INVOCATION

The invocation was performed by Mr. Richard Jessup, Chief of Police.

4. PROCLAMATION/PRESENTATIONS

4.A. PROCLAMATION
- Dia Del Campesino (Farm Worker's Day) December 7, 2019

Ms. Melissa Lopez, Deputy City Clerk, read the proclamation in its entirety.

Ms. Emma Torres, Campesinos Sin Frontera, stated that el Dia del Campesino began 25 years ago in 1994. She thanked the Mayor and City Council for the continued support towards this event. This event recognizes the labor and hard work of the farmworker population not only in this community, but throughout the country.

Mayor Gerardo Sanchez thanked Campesinos Sin Frontera for organizing this event and invited the community to attend this celebration.

4.B. Presentation of Special Congressional Recognition received from the United States Senator Martha McSally for employees in honor of their years of dedicated service to the City of San Luis. (Mayor Gerardo Sanchez)

Mayor Gerardo Sanchez stated that it was a great honor for a senator to recognize the City of San Luis employees for their years of service. He presented the special congressional recognitions to the employees on behalf of United States Senator Martha McSally. He congratulated and thanked all the employees for their hard work and dedication to the City of San Luis.

4.C. Presentation of Certificate of Achievement for Excellence in Financial Reporting to City of San Luis Finance Department, for the City of San Luis' Comprehensive Annual Financial Report for the fiscal year ending June 30, 2018. (Tadeo A. De La Hoya, City Manager)

The Finance Department was presented with the Certificate of Achievement for Excellence in Financial Reporting by the Government Finance Officers Association. Mr. Tadeo De La Hoya, City Manager, stated that this certificate of achievement is the highest distinction for a city on financial reporting. The City of San Luis has been obtaining this achievement since 2013. Mayor Gerardo Sanchez congratulated the Finance Department for this achievement.

5. CONSENT AGENDA

5.A. MINUTES OF
- Work Session held November 6, 2019
- Regular Council meeting held November 13, 2019

5.B. DISBURSEMENTS FROM NOVEMBER 02, 2019 THROUGH NOVEMBER 15, 2019.
Total Disbursements $748,003.01
(Seven-Hundred Forty-Eight Thousand Three Dollars and One Cent)

5.C. Discussion and possible directions to staff on any and all matters regarding authorization to lease two (2) travel vehicles for the City of San Luis using Fiscal Year 2020 Capital Projects budgeted funds. (Monica Castro, Director of Finance; Edgar Carbajal, Acting HR Manager; and Jorge Perez Billing and Collections Manager)

MOTION: Council Member Gloria Torres/Council Member Africa Luna-Carrasco to approve the Consent Agenda as presented. Motion passed unanimously.

The vote was as follows:

Mayor Gerardo Sanchez	Aye
Vice Mayor Maria Cecilia Cruz	Aye
Council Member Mario Buchanan Jr.	Aye
Council Member Africa Luna-Carrasco	Aye
Council Member Jose Ponce	Aye
Council Member Matias Rosales	Aye
Council Member Gloria Torres	Aye

DISCUSSION AND POSSIBLE ACTION ITEMS:

6.A. Discussion and possible actions on any and all matters regarding a contract with Berkeley Research Group, LLC., associated with the Development of Feasibility Study for Natural Gas in San Luis, Arizona. (Jenny Torres, Economic Development Manager)

Ms. Jenny Torres, Economic Development Manager, requested that this item be continued to the next scheduled council meeting as the company that submitted the proposal, Galaway, was bought by a different company and negotiations are being made with them.

MOTION: Vice Mayor Maria Cecilia Cruz/Council Member Africa Luna-Carrasco to continue this item to the next scheduled council meeting. Motion passed unanimously.

The vote was as follows:

Mayor Gerardo Sanchez	Aye
Vice Mayor Maria Cecilia Cruz	Aye
Council Member Mario Buchanan Jr.	Aye
Council Member Africa Luna-Carrasco	Aye
Council Member Jose Ponce	Aye
Council Member Matias Rosales	Aye
Council Member Gloria Torres	Aye

6.B. Discussion and possible action on any and all matters regarding the approval of a 6-month renewal/extension agreement between the City of San Luis and Border Gym Fitness, L.L.C. (Fausto Gonzalez, Training & Programs Coordinator)

Mr. Fausto Gonzalez, Training & Programs Coordinator, explained that because of the popularity of the City's Gym Membership Benefit Program (Gym Benefit), Human Resources (HR) would like to submit the Border Gym Fitness service contract for review and consideration and recommend the approval of the proposed contract. Memberships per gym have remained fairly consistent with membership split almost in half between both providers for the past five (5) months. Overall, the program has averaged a total of 56 active memberships per month and out of the 60 slots, Border Gym Fitness has kept an average of about 26 memberships per month. Border Gym Fitness proposes a 6-month contract ending on June 30, 2020. And the owners intend to return to the city before the expiration of the 6 months to negotiate a new contract for FY 2020-2021.

MOTION: Council Member Gloria Torres/Council Member Jose Ponce to approve the contract with Border Gym Fitness as presented. Motion passed unanimously.

The vote was as follows:

Mayor Gerardo Sanchez	Aye
Vice Mayor Maria Cecilia Cruz	Aye
Council Member Mario Buchanan Jr.	Aye
Council Member Africa Luna-Carrasco	Aye
Council Member Jose Ponce	Aye
Council Member Matias Rosales	Aye
Council Member Gloria Torres	Aye

6.C. Discussion and possible action on any and all matters regarding Resolution No. 2106. A resolution of the Mayor and City Council of the City of San Luis, authorizing the submission of an application to the United States Department of Interior, Bureau of Land Management to renew lease AZA-015957- The Recreation and Public Purposes Lease of September 9, 1983 (and subsequent amendments) for Joe Orduño Park. (Eulogio Vera, Director of Public Works and Jose A. Guzman, Director of Planning and Zoning)

A. Presentation by staff

Mr. Jose Guzman, Director of Planning & Zoning, stated that this resolution is a request for authorization to submit a recreation and public purpose lease renewal application for the continued use of 28.12 acres of Joe Orduño park; the lease expired in 2008. The lease was approved for 25 years. The lease application process will take anywhere from one (1) to two (2) years.

Mr. Tadeo De La Hoya, City Manager, added that the previous Director of Planning & Zoning never applied for renewal.

B. Action on Resolution No. 2106

MOTION: Council Member Africa Luna-Carrasco/Council Member Jose Ponce to approve Resolution No. 2106 as presented. Motion passed unanimously.

The vote was as follows:

Mayor Gerardo Sanchez	Aye
Vice Mayor Maria Cecilia Cruz	Aye
Council Member Mario Buchanan Jr.	Aye
Council Member Africa Luna-Carrasco	Aye
Council Member Jose Ponce	Aye
Council Member Matias Rosales	Aye
Council Member Gloria Torres	Aye

6.D. Discussion and possible action on any and all matters regarding Resolution No. 2107. A resolution of the Mayor and City Council of the City of San Luis, authorizing the submission of an application to the United States Department of Interior, Bureau of Land Management for a Recreation and Public Purposes lease for 40 acres located on the southwest corner of County 24th Street and Avenue F. (Eulogio Vera, Director of Public Works and Jose A. Guzman, Director of Planning and Zoning)

A. Presentation by staff

Mr. Jose A. Guzman, Director of Planning & Zoning, explained that the National Recreational Park Association recommends having between 6.25 to 10.5 acres of parkland for every 1,000 residents and according to the census, the population for the City of San Luis in 2018 was 36,552, so that means the city requires between 228 to 294 acres. The city currently has approximately 50 acres of land, including retention basins, which are not parks. Mr. Guzman described that community parks are usually 20 to 50 acres and they provide service to three (3) miles surrounding the area; the only community park in existence is Joe Orduño Park. The City of San Luis is approximately 33 square miles big. The city has an agreement with San Luis High School to use its facilities and provides some amenities in the evening. Therefore, the locations for the proposed community parks are the southwest corner of Urtuzuastegui Street and 10th Avenue and the southwest corner of County 24th Street and Avenue F. A regional park provides service to the whole community and is between 50 to 75 acres and the proposed location is County 22nd Street and 10th Avenue for it. Staff is proposing to apply first for the community park due to the need. The city is allowed to request the lease for up to 25 years and then the city has the option to obtain a patent in which the city would get ownership and can only be used for recreational purposes, the application fee is $100.00

Mr. Tadeo De La Hoya, City Manager, added that this is part of the process that began back in March when staff visited Congressman Grijalva and the Department of Interior.

Mayor Gerardo Sanchez said that there is no guarantee that it will be obtained, it is just like the funding for the port of entry. This is an opportunity and staff should apply for the land, this can change, all it takes is a change in government to do things differently, the city has to think in the future. The city's population is 36,000 and there is only one park, so it is a necessity.

Council Member Africa Luna-Carrasco asked if the $100.00 is the only fee involved and what is the time frame on this. Mr. Guzman responded that the lease process takes one (1) to two (2) years and the application fee is $100.00. There will be other fees during the development of the park. She is concerned that the proposed locations are too close to each other and prefers the original proposed location of County 22nd Street and 10th Avenue. Mr. Guzman clarified that these are community parks and will provide sports athletic fields; the regional park will provide more walking paths and the proposed location of this park is County 22nd Street and 10th Avenue.

Mr. De La Hoya stated that what is being presented to City Council tonight is the resolution in support of the application and the $100.00 fee that the city will pay to submit the application.

Mr. Eulogio Vera, Director of Public Works, commented that once approved, the city has the permission to use the land through the lease and there is a maintenance fee which is not significant but it is established by them. Even if it is a patent, the city still does not own it and there are restrictions on federal land when it is leased.

B. Action on Resolution No. 2107

MOTION: Vice Mayor Maria Cecilia Cruz/Council Member Jose Ponce to approve Resolution No. 2107 as presented by staff. Motion passed unanimously.

The vote was as follows:

Mayor Gerardo Sanchez	Aye
Vice Mayor Maria Cecilia Cruz	Aye
Council Member Mario Buchanan Jr.	Aye
Council Member Africa Luna-Carrasco	Aye
Council Member Jose Ponce	Aye
Council Member Matias Rosales	Aye
Council Member Gloria Torres	Aye

6.E. Discussion and possible action on any and all matters regarding Resolution No. 2108. A resolution of the Mayor and City Council of the City of San Luis, authorizing the submission of an application to the United States Department of Interior, Bureau of Land Management for a Recreation and Public Purposes lease for 40 acres located on the southeast corner of Urtuzuastegui Street and 10th Avenue. (Eulogio Vera, Director of Public Works and Jose A. Guzman, Director of Planning and Zoning)

Mr. Jose A. Guzman, Director of Planning & Zoning, explained that this resolution is for the second application on the second location of a park.

Mayor Gerardo Sanchez clarified that these are applications only, it does not mean the city will spend millions of dollars and build these parks; the process is beginning but this is something that future elected officials will have to deal with, the need for recreation is big and it is expensive.

MOTION: Vice Mayor Maria Cecilia Cruz/Council Member Gloria Torres to approve Resolution No. 2108 as presented by staff. Motion passed unanimously.

The vote was as follows:

Mayor Gerardo Sanchez	Aye
Vice Mayor Maria Cecilia Cruz	Aye
Council Member Mario Buchanan Jr.	Aye
Council Member Africa Luna-Carrasco	Aye
Council Member Jose Ponce	Aye
Council Member Matias Rosales	Aye
Council Member Gloria Torres	Aye

7. SUMMARY OF CURRENT EVENTS

Mr. Tadeo De La Hoya, City Manager, reported that last week he participated in a conference call with the United States General Services Administration (GSA) and the Bureau of Land Management (BLM) regarding the relinquishing of Friendship Park. Attorneys for both entities will talk and let the city know how to proceed.

Mayor Gerardo Sanchez added that GSA is moving forward, Friendship Park has its history and there is a possibility that the City of San Luis will get the funding for its port. The city is requesting $248 million and is a work in progress.

Council Member Africa Luna-Carrasco added that this makes her sad as she considers this a landmark in the city as a life-long resident. She also reported that herself and Council Member Jose Ponce attended the National League of Cities Conference in San Antonio, Texas last week, they spoke about the things that affect communities and the Census, the theme was “I Love My City” and how to attract your city.

Vice Mayor Maria Cecilia Cruz reported she attended the community legal services luncheon in celebration of providing legal services to the community for 40 years. She said that the South Yuma County Domestic Violence Coalition has been invited to start planning events at the City of Somerton.

Mayor Gerardo Sanchez reported he attended the PPEP Youth Build graduation last week, there were approximately 20 students and it is amazing to see that 17 students are pursuing a college degree. He thanked the City Council for the continued support to this organization/program.

Vice Mayor Maria Cecilia Cruz added PPEP Youth Build is a very active group in the community.

Council Member Africa Luna-Carrasco mentioned that there are many cities allocating funds in their budget for the upcoming census.

8. CALL TO THE PUBLIC

There were no comments from the public.

9. ADJOURNMENT

MOTION: Council Member Jose Ponce/Vice Mayor Maria Cecilia Cruz to adjourn the Special Council meeting at approximately 7:53 p.m. Motion passed unanimously.

The vote was as follows:

Mayor Gerardo Sanchez	Aye
Vice Mayor Maria Cecilia Cruz	Aye
Council Member Mario Buchanan Jr.	Aye
Council Member Africa Luna-Carrasco	Aye
Council Member Jose Ponce	Aye
Council Member Matias Rosales	Aye
Council Member Gloria Torres	Aye

APPROVED:

_____
Gerardo Sanchez, Mayor

ATTEST:

_____
Sonia Cornelio, City Clerk

CERTIFICATION

I HEREBY CERTIFY THAT THE FOREGOING MINUTES ARE A TRUE AND CORRECT COPY OF THE MINUTES OF THE SPECIAL CITY COUNCIL MEETING FO THE CITY COUNCIL, SAN LUIS, ARIZONA HELD ON NOVEMBER 26, 2019. I FURTHER CERTIFY THAT THE MEETING WAS DULLY CALLED AND HELD AND THAT A QUORUM WAS PRESENT.

_____
Sonia Cornelio, City Clerk

AGENDA ITEM REVIEW FORM

Special City Council Meeting **4. B.**

Meeting Date: 12/23/2019

Summary

DISBURSEMENTS FROM DECEMBER 1, 2019 THROUGH DECEMBER 13, 2019.
Total Disbursements $989,528.03
(Nine Hundred Eighty-Nine Thousand, Five Hundred Twenty-Eight Dollars and Three Cents)

Attachments

Disbursements

City of San Luis
Finance Department

SPECIAL COUNCIL MEETING DECEMBER 23, 2019
Disbursement Reports from 12/1/2019 to 12/13/2019

Bank Accounts	Check Date	Amount	Schedule
Payroll Check Account	12/5/2019	$ 3,432.68	Schedule A
Accounts Payable Check Account	12/5/2019	$ 203,345.09	Schedule B
Payroll Check Account	12/9/2019	$ 4,419.60	Schedule C
Payroll Check Account	12/10/2019	$ 323,879.52	Schedule D
Accounts Payable Check Account	12/12/2019	$ 454,451.14	Schedule E

Total Disbursements: $ 989,528.03

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

Prepared by Angelica V. Castro: _____

Verified by Director of Finance: _____

For Council approval on: _____

Mayor: _____

Council: _____

_____

_____

_____

_____

_____

RECEIVED
2019 DEC 17 A 8:58
CITY OF SAN LUIS
OFFICE OF THE CITY CLERK

Schedule A

Pay Day Register

Pay Date Range 12/11/19 - 12/11/19

Pay Batch 201955

Pay Batch 201955 Total

Employees in Pay Batch 29

Female Employees in Pay Batch 7

Hours Description	Hours	Gross
922 - ERAP	.0000	3,830.00
Total	0.0000	$3,830.00

Withholdings and Deductions		Gross Base
Gross	3,830.00	
Imputed Income		
FEDERAL TAX WITHHOLDING	1.23	3,830.00
SOCIAL SECURITY TAX	237.42	3,830.00
MEDICARE	55.56	3,830.00
STATE WITHHOLDING	103.11	3,830.00
Net	$3,432.68 ✓	

Benefits	Gross Base
Workers' Comp	Gross Base

Direct Deposits	Amount
Check	$3,432.68

Prepared by:
Debora Luna
Date:

Approved by:

Schedule B

City of San Luis

Payment Register

From Payment Date: 12/2/2019 - To Payment Date: 12/5/2019

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
92303	12/05/2019	Open			Accounts Payable	WAL-MART RESTITUTION RECOVERY	$30.00		
92304	12/05/2019	Open			Accounts Payable	WAXIE SANITARY SUPPLY	$936.69		
92305	12/05/2019	Open			Accounts Payable	YUMA CO. AIRPORT AUTHORITY INC	$167.79		
92306	12/05/2019	Open			Accounts Payable	YUMA COUNTY ADULT DETENTION CENTER	$25.00		
92307	12/05/2019	Open			Accounts Payable	YUMA COUNTY FIRE OFFICERS	$180.00		
92308	12/05/2019	Open			Accounts Payable	YUMA COUNTY HUMANE SOCIETY	$4,166.67		
92309	12/05/2019	Open			Accounts Payable	YUMA COUNTY JUVENILE COURT	$50.00		
92310	12/05/2019	Open			Accounts Payable	YUMA COUNTY TREASURER	$142.19		
92311	12/05/2019	Open			Accounts Payable	YUMA COUNTY WATER USERS	$1,515.41		
92312	12/05/2019	Open			Accounts Payable	YUMA NURSERY SUPPLY	$2,391.55		
92313	12/05/2019	Open			Accounts Payable	YUMA SUN INC	$199.00		
92314	12/05/2019	Open			Accounts Payable	YUMA WINLECTRIC CO.	$2,315.86		
92315	12/05/2019	Open			Accounts Payable	YUMA WINNELSON CO.	$1,281.83		
Type Check Totals:					99 Transactions		$203,345.09		

1BYPAYABLE - 1st BY Accounts Payable Totals

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	98	$203,264.09	$0.00
	Reconciled	0	$0.00	$0.00
	Voided	1	$81.00	$0.00
	Stopped	0	$0.00	$0.00
	Total	99	$203,345.09	$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	98	$203,264.09	$0.00
	Reconciled	0	$0.00	$0.00
	Voided	1	$81.00	$0.00
	Stopped	0	$0.00	$0.00
	Total	99	$203,345.09	$0.00

Grand Totals:

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	**98**	**$203,264.09**	**$0.00**
	Reconciled	**0**	**$0.00**	**$0.00**
	Voided	**1**	**$81.00**	**$0.00**
	Stopped	**0**	**$0.00**	**$0.00**
	Total	**99**	**$203,345.09**	**$0.00**

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	**98**	**$203,264.09**	**$0.00**
	Reconciled	**0**	**$0.00**	**$0.00**
	Voided	**1**	**$81.00**	**$0.00**
	Stopped	**0**	**$0.00**	**$0.00**
	Total	**99**	**$203,345.09**	**$0.00**

Prepared By:
Maggie Dominguez
Date: 12/05/19

City of San Luis

Payment Register

From Payment Date: 12/2/2019 - To Payment Date: 12/5/2019

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
1BYPAYABLE - 1st BY Accounts Payable									
Check									
92217	12/02/2019	Open			Accounts Payable	STANDARD INSURANCE COMPANY	$8,389.93		
92218	12/05/2019	Open			Accounts Payable	ARANDA, JOSUE	$160.00		
92219	12/05/2019	Open			Accounts Payable	LEON, AURORA	$160.00		
92220	12/05/2019	Open			Accounts Payable	RODRIGUEZ, YUDIT	$160.00		
92221	12/05/2019	Open			Accounts Payable	RUIZ, CINDY	$160.00		
92222	12/05/2019	Open			Accounts Payable	CORONADO, JAVIER	$60.00		
92223	12/05/2019	Open			Accounts Payable	DUENAS, RAMON, R	$150.00		
92224	12/05/2019	Open			Accounts Payable	GADSDEN ELEMENTARY SCHOOL	$250.00		
92225	12/05/2019	Open			Accounts Payable	GUZMAN, JOSE, A	$91.00		
92226	12/05/2019	Open			Accounts Payable	GUZMAN, JOSE , A	$200.00		
92227	12/05/2019	Open			Accounts Payable	HARVEST POWER COMM DEV GRP INC	$150.00		
92228	12/05/2019	Open			Accounts Payable	HEMMER, ADRIAN	$169.00		
92229	12/05/2019	Open			Accounts Payable	LAGUNA, JOSE, LUZ	$280.00		
92230	12/05/2019	Open			Accounts Payable	LEON, JESUS	$150.00		
92231	12/05/2019	Open			Accounts Payable	MILLER, DAMIAN	$169.00		
92232	12/05/2019	Open			Accounts Payable	PONCE, JOSE	$30.00		
92233	12/05/2019	Open			Accounts Payable	PRIETO, ERNESTO	$281.00		
92234	12/05/2019	Open			Accounts Payable	RAMIREZ, ALEJANDRO	$169.00		
92235	12/05/2019	Open			Accounts Payable	RODARTE, RODRIGO	$650.00		
92236	12/05/2019	Voided		12/05/2019	Accounts Payable	ROSALES, MATIAS	$81.00		
92237	12/05/2019	Open			Accounts Payable	RUIZ, OSCAR	$169.00		
92238	12/05/2019	Open			Accounts Payable	CUEVAS, CHRISTIAN	$175.00		
92239	12/05/2019	Open			Accounts Payable	GUERRA, RUTH	$212.50		
92240	12/05/2019	Open			Accounts Payable	24 KARAT JEWELERS	$18.97		
92241	12/05/2019	Open			Accounts Payable	4 IMPRINT	$301.47		
92242	12/05/2019	Open			Accounts Payable	AIR SCIENCE USA LLC	$14,550.00		
92243	12/05/2019	Open			Accounts Payable	AIRGAS-WEST	$551.27		
92244	12/05/2019	Open			Accounts Payable	ALBERT HOLLER & ASSOCIATES	$2,000.00		
92245	12/05/2019	Open			Accounts Payable	ALSCO, INC	$3,440.92		
92246	12/05/2019	Open			Accounts Payable	AMBERLY'S PLACE	$3,484.00		
92247	12/05/2019	Open			Accounts Payable	APCO INTERNATIONAL INC.	$389.00		
92248	12/05/2019	Open			Accounts Payable	APS/CLAIM #414-1352-AH	$100.00		
92249	12/05/2019	Open			Accounts Payable	ARIZONA STATE TREASURER	$23,389.68		
92250	12/05/2019	Open			Accounts Payable	ARIZONA WESTERN COLLEGE	$1,506.19		
92251	12/05/2019	Open			Accounts Payable	ARTCRAFT & FOREMOST, INC.	$472.80		
92252	12/05/2019	Open			Accounts Payable	AZ STATE PRISON COMPLEX - YUMA	$89.00		
92253	12/05/2019	Open			Accounts Payable	AZ STATE PRISON COMPLEX - YUMA	$247.00		
92254	12/05/2019	Open			Accounts Payable	BILL ALEXANDER FORD	$1,410.07		
92255	12/05/2019	Open			Accounts Payable	BINGHAM EQUIPMENT CO	$1,719.72		
92256	12/05/2019	Open			Accounts Payable	BOON MONTENEGRO, GUADALUPE	$112.00		
92257	12/05/2019	Open			Accounts Payable	CDWG	$4,777.10		
92258	12/05/2019	Open			Accounts Payable	CENTURYLINK	$1,337.94		
92259	12/05/2019	Open			Accounts Payable	COMITE DE BIEN ESTAR INC.	$85.05		
92260	12/05/2019	Open			Accounts Payable	COPPER STATE BOLTS & NUT CO.	$73.90		

City of San Luis

Payment Register

From Payment Date: 12/2/2019 - To Payment Date: 12/5/2019

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
92261	12/05/2019	Open			Accounts Payable	CYBER MARKETING NETWORK, INC	$322.97		
92262	12/05/2019	Open			Accounts Payable	DANA-KEPNER COMPANY INC.	$13,729.96		
92263	12/05/2019	Open			Accounts Payable	DAVE BANG ASSOC. INC.	$16,307.81		
92264	12/05/2019	Open			Accounts Payable	DESERT DOCUMENT SHREDDERS, LLC	$140.00		
92265	12/05/2019	Open			Accounts Payable	DESERT VALLEY SERVICES, INC	$387.29		
92266	12/05/2019	Open			Accounts Payable	DIAMONDBACK POLICE SUPPLY, INC.	$3,693.44		
92267	12/05/2019	Open			Accounts Payable	FACTOR SALES, INC.	$11.07		
92268	12/05/2019	Open			Accounts Payable	FISHER CHEVROLET - PARTS	$602.05		
92269	12/05/2019	Open			Accounts Payable	FISHER CHRYSLER	$1,900.25		
92270	12/05/2019	Open			Accounts Payable	FRESH TERRA SERVICES LLC	$3,035.00		
92271	12/05/2019	Open			Accounts Payable	G&T ALARM CO LLC	$77.59		
92272	12/05/2019	Open			Accounts Payable	G&T LOCKSMITH AND SAFE CO.	$406.23		
92273	12/05/2019	Open			Accounts Payable	GLOBAL EQUIPMENT COMPANY INC.	$211.41		
92274	12/05/2019	Open			Accounts Payable	IRON MOUNTAIN INC	$93.70		
92275	12/05/2019	Open			Accounts Payable	JAMES DAVEY AND ASSOCIATES	$336.00		
92276	12/05/2019	Open			Accounts Payable	JCG TECHNOLOGIES INC.	$567.27		
92277	12/05/2019	Open			Accounts Payable	KINGHOSE INDUSTRY LLC	$1,363.69		
92278	12/05/2019	Open			Accounts Payable	LAWSON PRODUCTS INC.	$640.85		
92279	12/05/2019	Open			Accounts Payable	LESLIE'S POOL SUPPLY INC.	$1,469.81		
92280	12/05/2019	Open			Accounts Payable	LYNN CARD COMPANY	$176.00		
92281	12/05/2019	Open			Accounts Payable	MAGU ENTERPRISE	$2,420.00		
92282	12/05/2019	Open			Accounts Payable	MASTER AUTO GLASS LLC	$573.24		
92283	12/05/2019	Open			Accounts Payable	MCCURLEY, DOYLE	$3,800.00		
92284	12/05/2019	Open			Accounts Payable	MCNEECE BROS. OIL COMPANY, INC	$30,201.73		
92285	12/05/2019	Open			Accounts Payable	NAVARRO, CAROLINE	$100.00		
92286	12/05/2019	Open			Accounts Payable	OFFICE DEPOT	$3,004.55		
92287	12/05/2019	Open			Accounts Payable	ORDUNO-CROUSE, CANDICE	$1,400.00		
92288	12/05/2019	Open			Accounts Payable	PENN NEON SIGN CO., INC.	$3,018.00		
92289	12/05/2019	Open			Accounts Payable	POLAR ICE LLC	$188.21		
92290	12/05/2019	Open			Accounts Payable	PUBLIC AGENCY TRAINING COUNCIL	$1,400.00		
92291	12/05/2019	Open			Accounts Payable	PUBLIC AGENCY TRAINING COUNCIL	$695.00		
92292	12/05/2019	Open			Accounts Payable	PURCELL TIRE CO.	$1,154.98		
92293	12/05/2019	Open			Accounts Payable	PURCHASE POWER	$600.00		
92294	12/05/2019	Open			Accounts Payable	QUINONEZ, FRANCISCO	$75.00		
92295	12/05/2019	Open			Accounts Payable	RWC INTERNATIONAL LTD	$2,400.58		
92296	12/05/2019	Open			Accounts Payable	SAN LUIS WALK IN CLINIC, INC	$50.00		
92297	12/05/2019	Open			Accounts Payable	SANCHEZ, ESMERALDA	$418.65		
92298	12/05/2019	Open			Accounts Payable	SOUTH YUMA COUNTY LANDFILL	$15,397.21		
92299	12/05/2019	Open			Accounts Payable	SURELOCK SAFE LLC	$1,084.91		
92300	12/05/2019	Open			Accounts Payable	SYNOVIA SOLUTIONS, LLC	$456.14		
92301	12/05/2019	Open			Accounts Payable	THE ROACH PEST CONTROL	$3,490.00		
92302	12/05/2019	Open			Accounts Payable	VAPEX ENVIRONMENTAL TECHNOLOGIES, LLC	$20.00		

Schedule C

Pay Day Register

Pay Date Range 12/01/19 - 12/31/19

Pay Batch 201912M

Pay Batch 201912M 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	114.73	5,550.86
SOCIAL SECURITY TAX	477.40	7,700.00
MEDICARE	111.67	7,700.00
STATE WITHHOLDING	151.60	5,550.86
Council Retirement EORP	588.50	5,750.00
Dental Council	147.98	.00
EODCRS - COUNCIL	144.00	1,800.00
EODCRS - DISABILITY	2.26	1,800.00
GARNISHMENT	220.86	.00
Medical Council	1,216.20	.00
MISCELLANEOUS	55.00	.00
Vision Council	50.20	.00
Net	$4,419.60 ✔	

Benefits		Gross Base
Dental Council	265.31	.00
EODCRS - COUNCIL	108.00	1,800.00
EODCRS - DISABILITY	2.26	1,800.00
EODCRS/EORP LEGACY RATE	997.74	1,800.00
Health Council	6,693.88	.00
Retirement Council EORP	3,532.23	5,750.00
Vision Council	76.37	.00
Total	$11,675.79	

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

Direct Deposits	Amount
1st Bank Yuma	728.70
Chase Bank	688.14
Federal Credit Union	918.15
Sunbank	919.53
WASHINGTON FEDERAL	751.40
Wells Fargo	413.68
Total	$4,419.60
Check	$0.00

Prepared by:
Debora Luna

Approved by:

Schedule D

Pay Day Register

Pay Date Range 11/23/19 - 12/06/19

Pay Batch 201925

PSPRS POLICE DB RATE - TIER	3,048.38	39,848.27
PSPRS POLICE DB RATE - TIER	2,918.49	25,051.32
PSPRS POLICE DB RATE - TIER 2	978.12	8,395.79
PSPRS POLICE DB RATE - TIER 3	1,831.23	18,422.77
STANDARD LIFE ADDTNL	969.63	.00
TRANSWESTERN MEXICAN	96.50	.00
U.S. MEX DENTAL - EE &	592.48	.00
U.S. MEX DENTAL - EE &	63.48	.00
UNITED WAY	14.00	.00
US & MEX DENTAL= FAMILY	607.66	.00
US & MEX HEALTH = C	6,141.80	.00
US & MEX HEALTH = FAMILY	4,812.15	.00
US & MEX HEALTH = SP	898.80	.00
VSP - VISION FAMILY	628.00	.00
Net	$323,879.52 ✓	

ATTORNEY- ALL & CLERICAL-	69.00	31,363.68
AUTO SERVICE/ REPAIR	234.99	8,422.40
BUILDING- NOC OPER BY	1,060.77	29,303.17
BUS COMPANY AND DRIVERS	152.66	2,765.60
CLERICAL OFFICE/ LIBRARY/	252.91	105,357.30
Electrician	59.11	1,882.40
FIREFIGHTERS & DRIVERS	3,101.16	88,099.97
GARBAGE/ ASH/ REFUSE	280.10	4,481.59
MUNICIPAL/ TOWN/	80.96	4,626.16
PARKS- NOC ALL EMPLOYEES	606.60	19,567.95
POLICE OFFICERS	4,312.30	98,454.57
RECREATION- ALL EMPLOYEES/	188.52	13,760.59
SEWAGE DISPOSAL/ PLANT	720.06	20,932.17
Street or Road Construction	1,862.61	23,195.34
WATERWORKS OPERATIONS	636.60	18,345.72
Total	$13,677.96	

Direct Deposits	Amount
1st Bank Yuma	22,431.38
ACADEMY BANK	2,802.72
Bank of America	1,574.36
BANKCORP BANK	250.00
BBVA COMPASS	917.37
Charles Sch	200.00
Chase Bank	146,265.43
CHASE BANK CA	2,451.47
chase centro	1,049.97
Federal Credit Union	35,572.59
FF CREDIT UNION	300.00
FIREFIGHTER FIRST CREDIT UNION	2,729.10
GREEN DOT BANK	872.65
National Bank	650.00
Navy Federal	16,750.73
NetSpend Corporation DD	120.00
NORTH ISLAND CREDIT UNION	1,048.10
Sunbank	1,502.10
USAA FEDERAL SAVING	1,231.43
WASHINGTON FEDERAL	1,468.20
Wells Fargo	59,157.[illegible]
Total	$299,344.95
Check	$24,534.57

Prepared by: Debora Luna

Date

Approved by:

12-10-2019

Schedule E

City of San Luis

Payment Register

From Payment Date: 12/9/2019 - To Payment Date: 12/12/2019

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
92436	12/12/2019	Open			Accounts Payable	KS STATE BANK	$473.18		
92437	12/12/2019	Open			Accounts Payable	METRO FIRE EQUIPMENT INC	$2,011.94		
92438	12/12/2019	Open			Accounts Payable	OFFICE DEPOT	$1,616.25		
92439	12/12/2019	Open			Accounts Payable	QUIÑONES TIRES LLC	$75.00		
92440	12/12/2019	Open			Accounts Payable	REAL PURIFIED WATER LLC	$24.39		
92441	12/12/2019	Open			Accounts Payable	YUMA TRUCK PARTS	$269.95		
92442	12/12/2019	Open			Accounts Payable	YUMA WINNELSON CO.	$1,798.62		
Type Check Totals:					127 Transactions		$454,451.14		

1BYPAYABLE - 1st BY Accounts Payable Totals

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	127	$454,451.14	$0.00
	Reconciled	0	$0.00	$0.00
	Voided	0	$0.00	$0.00
	Stopped	0	$0.00	$0.00
	Total	127	$454,451.14	$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	127	$454,451.14	$0.00
	Reconciled	0	$0.00	$0.00
	Voided	0	$0.00	$0.00
	Stopped	0	$0.00	$0.00
	Total	127	$454,451.14	$0.00

Grand Totals:

Checks	**Status**	**Count**	**Transaction Amount**	**Reconciled Amount**
	Open	**127**	**$454,451.14**	**$0.00**
	Reconciled	**0**	**$0.00**	**$0.00**
	Voided	**0**	**$0.00**	**$0.00**
	Stopped	**0**	**$0.00**	**$0.00**
	Total	**127**	**$454,451.14**	**$0.00**

All	**Status**	**Count**	**Transaction Amount**	**Reconciled Amount**
	Open	**127**	**$454,451.14**	**$0.00**
	Reconciled	**0**	**$0.00**	**$0.00**
	Voided	**0**	**$0.00**	**$0.00**
	Stopped	**0**	**$0.00**	**$0.00**
	Total	**127**	**$454,451.14**	**$0.00**

Prepared By: Maggie Dominguez
Date: 12/12/19

City of San Luis

Payment Register

From Payment Date: 12/9/2019 - To Payment Date: 12/12/2019

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
1BYPAYABLE - 1st BY Accounts Payable									
Check									
92316	12/10/2019	Open			Accounts Payable	HERNANDEZ, JERRY	$2,400.00		
92317	12/10/2019	Open			Accounts Payable	UNITED STATES TREASURY	$220.86		
92318	12/10/2019	Open			Accounts Payable	PRIETO, ERNESTO	$275.21		
92319	12/11/2019	Open			Accounts Payable	RALPH VELEZ CONSULTING SERVICES	$13,715.00		
92320	12/11/2019	Open			Accounts Payable	RALPH VELEZ CONSULTING SERVICES	$3,348.09		
92321	12/12/2019	Open			Accounts Payable	BALSINO, PETER, M	$6.85		
92322	12/12/2019	Open			Accounts Payable	CALIFORNIA STATE DISBURSEMENT UNIT	$92.30		
92323	12/12/2019	Open			Accounts Payable	CHARGO PA, GURSTEL	$26.95		
92324	12/12/2019	Open			Accounts Payable	FOP/ALC	$330.00		
92325	12/12/2019	Open			Accounts Payable	INTERNAL REVENUE SERVICE	$100.00		
92326	12/12/2019	Open			Accounts Payable	SAN LUIS POLICE OFFICERS ASSOC	$390.00		
92327	12/12/2019	Open			Accounts Payable	SUPPORT PAYMENT CLEARINGHOUSE	$3,618.25		
92328	12/12/2019	Open			Accounts Payable	UNITED WAY OF YUMA COUNTY INC.	$14.00		
92329	12/12/2019	Open			Accounts Payable	UNITED YUMA FIRE FIGHTERS ASSOC	$90.50		
92330	12/12/2019	Open			Accounts Payable	UNITED YUMA FIRE FIGHTERS-IAFF	$875.00		
92331	12/12/2019	Open			Accounts Payable	24-7 GET FIT SL, LLC	$858.00		
92332	12/12/2019	Open			Accounts Payable	A & H ELECTRIC	$620.00		
92333	12/12/2019	Open			Accounts Payable	AFLAC	$4,194.68		
92334	12/12/2019	Open			Accounts Payable	AMERICAN PAVEMENT PRESERVATION LLC	$218,797.90		
92335	12/12/2019	Open			Accounts Payable	ARIZONA DEPARTMENT OF ENVIRONMENTAL QUALITY	$65.00		
92336	12/12/2019	Open			Accounts Payable	ARVIZU VILLAR, GLORIA	$150.00		
92337	12/12/2019	Open			Accounts Payable	AZ LAW ENFORCEMENT LEGAL ADVISORS ASSOC	$75.00		
92338	12/12/2019	Open			Accounts Payable	AZ STATE PRISON COMPLEX - YUMA	$80.10		
92339	12/12/2019	Open			Accounts Payable	AZ STATE PRISON COMPLEX - YUMA	$260.00		
92340	12/12/2019	Open			Accounts Payable	B&H PHOTO & ELECTRONICS CORP.	$973.24		
92341	12/12/2019	Open			Accounts Payable	BADILLA, GERARDO	$59.32		
92342	12/12/2019	Open			Accounts Payable	BLUE STREAK SIGNS, LLC	$35.78		
92343	12/12/2019	Open			Accounts Payable	BORDER GYM FITNESS LLC	$1,100.00		
92344	12/12/2019	Open			Accounts Payable	BSN SPORTS	$6,965.08		
92345	12/12/2019	Open			Accounts Payable	CDWG	$50,418.42		
92346	12/12/2019	Open			Accounts Payable	CELAYA, PAOLA	$120.00		
92347	12/12/2019	Open			Accounts Payable	CENTURYLINK	$6,651.06		
92348	12/12/2019	Open			Accounts Payable	CITY OF SOMERTON	$10,508.45		
92349	12/12/2019	Open			Accounts Payable	DESERT DOCUMENT SHREDDERS, LLC	$70.00		

City of San Luis

Payment Register

From Payment Date: 12/9/2019 - To Payment Date: 12/12/2019

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
92350	12/12/2019	Open			Accounts Payable	DESERT VALLEY SERVICES, INC	$795.94		
92351	12/12/2019	Open			Accounts Payable	ESPINOZA, JAVIER, A	$100.00		
92352	12/12/2019	Open			Accounts Payable	FDC RESCUE, LLC	$368.15		
92353	12/12/2019	Open			Accounts Payable	FERTIZONA-YUMA L.L.C.	$2,529.08		
92354	12/12/2019	Open			Accounts Payable	FRANCO, MARTIN, A	$268.00		
92355	12/12/2019	Open			Accounts Payable	FRENCH-JONES, MARY	$140.92		
92356	12/12/2019	Open			Accounts Payable	G&T ALARM CO LLC	$2,609.27		
92357	12/12/2019	Open			Accounts Payable	G&T LOCKSMITH AND SAFE CO.	$187.61		
92358	12/12/2019	Open			Accounts Payable	GARCIA, JESUS	$444.00		
92359	12/12/2019	Open			Accounts Payable	GARCIA, OSCAR, EDUARDO	$168.00		
92360	12/12/2019	Open			Accounts Payable	GLOBAL EQUIPMENT COMPANY INC.	$94.59		
92361	12/12/2019	Open			Accounts Payable	GOMEZ-DOMINGUEZ, FRANCISCO	$301.70		
92362	12/12/2019	Open			Accounts Payable	GUTIERREZ, IVAN	$102.98		
92363	12/12/2019	Open			Accounts Payable	HIGA, TRICIA, K	$36.00		
92364	12/12/2019	Open			Accounts Payable	HILL BROTHERS CHEMICAL CO.	$2,248.02		
92365	12/12/2019	Open			Accounts Payable	IPS GROUP INC	$542.72		
92366	12/12/2019	Open			Accounts Payable	KAMAN INDUSTRIAL TECHNOLOGIES	$341.96		
92367	12/12/2019	Open			Accounts Payable	LACAL EQUIPMENT INC.	$387.00		
92368	12/12/2019	Open			Accounts Payable	LAWSON PRODUCTS INC.	$87.99		
92369	12/12/2019	Open			Accounts Payable	LEGROS, BRIAN, SEAN	$1,933.22		
92370	12/12/2019	Open			Accounts Payable	LOPEZ CAMARGO, FABIOLA	$3,778.00		
92371	12/12/2019	Open			Accounts Payable	LUNA, CYNTHIA	$100.00		
92372	12/12/2019	Open			Accounts Payable	MACHADO, IVAN & AIXIA GUTIERREZ	$400.00		
92373	12/12/2019	Open			Accounts Payable	MACHADO, IVAN & AIXIA GUTIERREZ	$2,600.00		
92374	12/12/2019	Open			Accounts Payable	MANHATTANLIFE ASSURANCE CO	$305.99		
92375	12/12/2019	Open			Accounts Payable	MARKETING DESIGN AND PRINTING	$551.67		
92376	12/12/2019	Open			Accounts Payable	MASSMUTUAL FINANCIAL GROUP	$40.00		
92377	12/12/2019	Open			Accounts Payable	MASTER AUTO GLASS LLC	$229.14		
92378	12/12/2019	Open			Accounts Payable	MATRIX DESIGN GROUP, INC	$24,750.00		
92379	12/12/2019	Open			Accounts Payable	MEDINA, JOSE	$280.00		
92380	12/12/2019	Open			Accounts Payable	MENDEZ ROBLES, NAZZER, O	$4,910.87		
92381	12/12/2019	Open			Accounts Payable	MERMAID MANUFACTURING	$275.00		
92382	12/12/2019	Open			Accounts Payable	MOLINA, ANA, E	$4,380.00		
92383	12/12/2019	Open			Accounts Payable	MOTION INDUSTRIES, INC.	$800.12		
92384	12/12/2019	Open			Accounts Payable	NAT'L ASSOC OF LATINO ELECTED & APPOINTED OFFICIAL	$600.00		
92385	12/12/2019	Open			Accounts Payable	NEW YORK LIFE INSURANCE CO.	$169.12		
92386	12/12/2019	Open			Accounts Payable	ORTEGA, LUZ	$75.00		
92387	12/12/2019	Open			Accounts Payable	PACIFIC MEDICAL WASTE	$63.49		
92388	12/12/2019	Open			Accounts Payable	PETTY CASH/ ANGELICA CIFUENTES	$960.61		
92389	12/12/2019	Open			Accounts Payable	POLAR ICE LLC	$316.08		
92390	12/12/2019	Open			Accounts Payable	PRECISION ELECTRIC CO. INC.	$799.44		
92391	12/12/2019	Open			Accounts Payable	PREPAID LEGAL SERVICES	$112.60		
92392	12/12/2019	Open			Accounts Payable	QUIÑONES TIRES LLC	$9.00		
92393	12/12/2019	Open			Accounts Payable	RAMIREZ, FELIPE	$192.00		

City of San Luis

Payment Register

From Payment Date: 12/9/2019 - To Payment Date: 12/12/2019

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
92394	12/12/2019	Open			Accounts Payable	RAMIREZ, TERESITA, D	$180.00		
92395	12/12/2019	Open			Accounts Payable	RAMIREZ ADVISORS INTER-NATIONAL,LLC	$4,166.66		
92396	12/12/2019	Open			Accounts Payable	RAMIREZ MUNGUIA, ARTURO, I	$320.00		
92397	12/12/2019	Open			Accounts Payable	RAMON MOSQUEDA	$207.50		
92398	12/12/2019	Open			Accounts Payable	RELENTLESS LLC	$300.00		
92399	12/12/2019	Open			Accounts Payable	RODRIGUEZ, DANIEL	$750.00		
92400	12/12/2019	Open			Accounts Payable	RUSH TRUCK CENTER	$420.03		
92401	12/12/2019	Open			Accounts Payable	SAN LUIS AIR CONDITIONING LLC	$750.00		
92402	12/12/2019	Open			Accounts Payable	SMITH, RALPH E. SR.	$2,210.00		
92403	12/12/2019	Open			Accounts Payable	SPECIALTY SEWING SENTER, INC.	$200.00		
92404	12/12/2019	Open			Accounts Payable	STANDARD INSURANCE CO.	$1,934.45		
92405	12/12/2019	Open			Accounts Payable	STANDARD PRINTING COMPANY, INC	$1,389.74		
92406	12/12/2019	Open			Accounts Payable	THE HOME DEPOT	$391.12		
92407	12/12/2019	Open			Accounts Payable	TORRES, CRISTIAN	$45.00		
92408	12/12/2019	Open			Accounts Payable	TORRES, GILBERTO	$83.02		
92409	12/12/2019	Open			Accounts Payable	TORRES, JENNY	$108.40		
92410	12/12/2019	Open			Accounts Payable	TRANSWESTERN INSURANCE ADMIN	$193.00		
92411	12/12/2019	Open			Accounts Payable	TUMEX CORP.	$235.00		
92412	12/12/2019	Open			Accounts Payable	US POST MASTER	$2,759.53		
92413	12/12/2019	Open			Accounts Payable	VERIZON WIRELESS MESSAGING SVC	$5,006.15		
92414	12/12/2019	Open			Accounts Payable	VISION SERVICE PLAN OF ARIZONA	$4,056.16		
92415	12/12/2019	Open			Accounts Payable	W.L. SNOOK & ASSOCIATES, INC.	$711.70		
92416	12/12/2019	Open			Accounts Payable	WAL-MART RESTITUTION RECOVERY	$24.25		
92417	12/12/2019	Open			Accounts Payable	WESTAIR GASES & EQUIPMENT INC.	$355.05		
92418	12/12/2019	Open			Accounts Payable	WESTERN SUN SYSTEMS, INC	$300.00		
92419	12/12/2019	Open			Accounts Payable	WESTMOOR ELECTRIC INC.	$465.00		
92420	12/12/2019	Open			Accounts Payable	WILLDAN FINANCIAL SERVICES	$4,916.00		
92421	12/12/2019	Open			Accounts Payable	YUMA AUTO REBUILDERS	$943.25		
92422	12/12/2019	Open			Accounts Payable	YUMA COUNTY HUMANE SOCIETY	$4,166.67		
92423	12/12/2019	Open			Accounts Payable	YUMA COUNTY WATER USERS	$21.00		
92424	12/12/2019	Open			Accounts Payable	YUMA FARM & HOME SUPPLY INC.	$164.62		
92425	12/12/2019	Open			Accounts Payable	YUMA WINLECTRIC CO.	$276.23		
92426	12/12/2019	Open			Accounts Payable	ALSCO, INC	$288.18		
92427	12/12/2019	Open			Accounts Payable	ARIZONA BRAKE & CLUTCH SUPPLY	$446.72		
92428	12/12/2019	Open			Accounts Payable	BALAR EQUIPMENT CORPORATION	$1,073.20		
92429	12/12/2019	Open			Accounts Payable	BINGHAM AUTO & TRUCK PARTS	$66.61		
92430	12/12/2019	Open			Accounts Payable	BLT ASPHALT LLC	$1,846.12		
92431	12/12/2019	Open			Accounts Payable	BLT READY MIX CONCRETE LLC	$3,913.96		
92432	12/12/2019	Open			Accounts Payable	BOUND TREE MEDICAL, LLC.	$9,748.60		
92433	12/12/2019	Open			Accounts Payable	BTE BODY COMPANY INC	$3,413.15		
92434	12/12/2019	Open			Accounts Payable	DESERT WATER	$235.49		
92435	12/12/2019	Open			Accounts Payable	EMPIRE MACHINERY	$1,209.93		

AGENDA ITEM REVIEW FORM

Special City Council Meeting **4. C.**

Meeting Date: 12/23/2019

Department Head: Angel Ramirez, Fire Chief, Fire Department

Submitted By: Angel Ramirez, Fire Chief, Fire Department

Action Requested: Motion

ITEM:

Discussion and possible action on any and all matters regarding the purchase of seven (7) new cardiac monitors. **(Angel Ramirez, Fire Chief)**

SUMMARY:

The San Luis Fire Department (SLFD) currently uses the Philips HeartStart MRx M3535A cardiac monitor for all cardiac-related calls and patient monitoring acquired in July 2012. While the current MRx model has proven to be a reliable and overall good piece of equipment, the company itself has endured several issues with the Food and Drug Administration (FDA). In 2017, the FDA issued a Class I recall on all Philips MRx, including the M3535A model with a second Class II recall following in 2018. Even though our equipment has not failed at any point of ownership, it has become difficult to replace batteries due to a nationwide shortage and backorders with no real-time of product availability. Earlier this year, Philips announced that all MRX M3535A models will no longer be serviceable after December 31, 2022. The SLFD in an effort to be proactive has reached out to two (2) of the nation's most reputable cardiac monitoring companies, ZOLL and Medtronic. Through several presentations and field trials, we have collectively decided on the ZOLL Series X Model. The ZOLL X model offers state of the art patient monitoring, compact size and reliability for our users. It will be a great tool for our Paramedics out in the field serving our community.

The City of Tucson obtained a contract through competitive bidding for the same equipment. SLFD is using that contract price of $294,000.00 and Contract Number 171769. The city may make purchases without a formal bidding process whenever other governmental units have done so for the same items as authorized by the San Luis City Code-Purchasing Section 36.09.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO APPROVE THE PURCHASE OF SEVEN (7) NEW CARDIAC MONITORS IN THE AMOUNT OF $294,000.00 AS PRESENTED.

N/A

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:	YES
CITY/STATE/FEDERAL FUNDS:	CITY
TOTAL:	$244,327.11
BUDGETED AMOUNT:	$294,000
AVAILABLE AMOUNT TO TRANSFER:	N/A

ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE: 100-999-90000 (3 Monitors to purchase); 340-341-90000 (4 monitors to purchase)

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

N/A

Attachments

Cardiac Monitors Quote

ZOLL Medical Corporation
Worldwide HeadQuarters
269 Mill Rd
Chelmsford, Massachusetts 01824-4105
(978) 421-9655 Main
(800) 348-9011
(978) 421-0015 Customer Support
FEDERAL ID#: 04-2711626

TO: **San Luis Fire Department**
1165 N McCain Avenue
San Luis, AZ 85349

Attn: **Enrique Lopez**

email: **elopez@cityofsanluis.org**

-

QUOTATION 323422 V:1

DATE: November 08, 2019

TERMS: Net 30 Days

FOB: Shipping Point

FREIGHT: Prepay and Add

ITEM	MODEL NUMBER	DESCRIPTION	QTY.	UNIT PRICE	DISC PRICE	TOTAL PRICE
1	601-2231011-01	X Series ® Manual Monitor/Defibrillator $14,995 with 4 trace tri-mode display monitor/ defibrillator/ printer, comes with Real CPR Help®, advisory algorithm, advanced communications package (Wi-Fi, Bluetooth, USB cellular modem capable) USB data transfer capable and large 6.5"(16.5cm) diagonal screen, full 12 ECG lead view with both dynamic and static 12-lead mode display. Accessories Included: • MFC cable • MFC CPR connector • A/C power adapter/ battery charger • A/C power cord • One (1) roll printer paper • 6.6 Ah Li-ion battery • Carry case • Declaration of Conformity • Operator's Manual • Quick Reference Guide • One (1)-year EMS warranty Advanced Options: Real CPR Help Expansion Pack $995 CPR Dashboard quantitive depth and rate in real time, release indicator, interruption timer, perfusion performance indicator (PPI) • See - Thru CPR artifact filtering	7	$40,020.00	$28,014.00	$196,098.00 *

To the extent that ZOLL and Customer, or Customer's Representative have negotiated and executed overriding terms and conditions ("Overriding T's & C's"), those terms and conditions would apply to this quotation. In all other cases, this quote is made subject to ZOLL's Standard Commercial Terms and Conditions ("ZOLL T's & C's") which for capital equipment, accessories and consumables can be found at http://www.zoll.com/GTC and for software products can be found at http://www.zoll.com/SSPTC and for hosted software products can be found at http://www.zoll.com/SSHTC. Except in the case of overriding T's and C's, any Purchase Order ("PO") issued in response to this quotation will be deemed to incorporate ZOLL T's & C's, and any other terms and conditions presented shall have no force or effect except to the extent agreed in writing by ZOLL.

Barry Herbert
Territory Manager
480-793-1388

1. DELIVERY WILL BE MADE 60-90 DAYS AFTER RECEIPT OF ACCEPTED PURCHASE ORDER.
2. PRICES QUOTED ARE VALID FOR 60 DAYS.
3. APPLICABLE TAX, SHIPPING & HANDLING WILL BE ADDED AT THE TIME OF INVOICING.
4. ALL PURCHASE ORDERS ARE SUBJECT TO CREDIT APPROVAL BEFORE ACCEPTABLE BY ZOLL.
5. FORWARD PURCHASE ORDER AND QUOTATION TO ZOLL CUSTOMER SUPPORT AT esales@zoll.com OR FAX TO 978-421-0015.
6. ALL DISCOUNTS OFF LIST PRICE ARE CONTINGENT UPON PAYMENT WITHIN AGREED UPON TERMS.
7. PLACE YOUR ACCESSORY ORDERS ONLINE BY VISITING www.zollwebstore.com.

TO: **San Luis Fire Department**
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269 Mill Rd
Chelmsford, Massachusetts 01824-4105
(978) 421-9655 Main
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FEDERAL ID#: 04-2711626

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ITEM	MODEL NUMBER	DESCRIPTION	QTY.	UNIT PRICE	DISC PRICE	TOTAL PRICE	
		ZOLL Noninvasive Pacing Technology: $2,550 Masimo Pulse Oximetry SP02 & SpCO $4,540 • Signal Extraction Technology (SET) • Rainbow SET (for SpCO & SpMet) NIBP Welch Allyn includes: $3495 • Smartcuff 10 foot Dual Lumen hose • SureBP Reusable Adult Medium Cuff End Tidal Carbon Dioxide monitoring (ETCO2) $4,995 Oridion Microstream Technology: Order required Microstream tubing sets separately Interpretative 12- Lead ECG: $8,450 • 12-Lead one step ECG cable- includes 4- Lead limb lead cable and removable precordial 6- Lead set				
2	8000-001392	Rainbow, RC-4, 4FT, Reusable EMS Patient Cable	7	$245.00	$171.50	$1,200.50	**
3	8000-000371	**SpO2/SpCO/SpMet Rainbow DCI Adult Reusable Sensor with connector (3 ft)**	7	$845.00	$591.50	$4,140.50	*

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QUOTATION 323422 V:1

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ITEM	MODEL NUMBER	DESCRIPTION	QTY.	UNIT PRICE	DISC PRICE	TOTAL PRICE	
4	8300-0500-01	SurePower 4 Bay Charging System including 4 Battery Charging adapters	2	$2,712.15	$1,808.10	$3,616.20	*
5	8000-0580-01	Six hour rechargeable Smart battery	14	$519.75	$346.50	$4,851.00	*
6	8000-0895	Cuff Kit with Welch Allyn Small Adult, Large Adult and Thigh Cuffs	7	$157.50	$110.25	$771.75	**
7	8300-000676	OneStep Cable, X Series	7	$446.25	$297.50	$2,082.50	*
8	8009-0020	**CPR-D Padz and CPR Stat Padz Connector for R Series**	7	$393.75	$262.50	$1,837.50	*
9	8900-000220-01	OneStep Pediatric CPR Electrode (8 per case)	1	$682.50	$445.00	$445.00	*
10	8900-0400	***CPR stat•padz*** HVP Multi-Function CPR Electrodes - 8 pair/case	2	$588.00	$392.00	$784.00	*
11	8000-001405-01	Kit, MultiTech MTC Cat M1 Cell Modem, Verizon	7	$895.00	$626.50	$4,385.50	**
12	8778-0136	**6 Year Extended Warranty - 6 year Extended** (at time of equipment sale)	7	$5,150.00	$5,150.00	Optional	

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Attn: **Enrique Lopez**

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-

QUOTATION 323422 V:1

DATE: November 08, 2019

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FREIGHT: Prepay and Add

ITEM	MODEL NUMBER	DESCRIPTION	QTY.	UNIT PRICE	DISC PRICE	TOTAL PRICE
13	8778- 0122	6 Year, 1 Preventative Maintenance (at time of equipment sale)	7	$1,380.00	$1,380.00	Optional
14		Estimated Sales Tax at 10.712%				$23,589.16
15		Estimated Ground Shipping				$525.50
		***Reflects City of Tucson Contract Pricing.**				
		****Reflects Discount Pricing.**				

TOTAL **$244,327.11**

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Barry Herbert
Territory Manager
480-793-1388

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AGENDA ITEM REVIEW FORM

Special City Council Meeting **4. D.**

Meeting Date: 12/23/2019

Department Head: Lizandro Galaviz, Director of Parks & Recreation, Parks & Recreation Department

Submitted By: Crystal Fragozo, Administrative Assistant, Parks & Recreation Department

Action Requested: Motion

ITEM:

Discussion and possible action on any and all matters regarding the purchase of three (3) shade structures for the Joe Orduño Park. **(Lizandro Galaviz, Director of Parks & Recreation)**

SUMMARY:

The Parks and Recreation staff would like to continue providing exceptional service to our community who attend our city parks. Joe Orduño Park is one of the main parks that attracts hundreds of people daily who come to watch their children play in the various recreational leagues that are offered year-round, enjoy multiple city events and come as a family to enjoy and have family parties. Joe Orduño Park is very popular among city residents, and staff understands that during summer, there is not enough shade in the playground area for the children to enjoy.

This fiscal year 2019-2020, City Council approved the purchase of shade structures for the Parks Department to cover playground equipment. Currently, the Parks Department was able to get a quote for the purchase of three (3) shade structures from GameTime. The Parks Department has worked with this vendor in the past, and the equipment they have provided the department with has been great.

The San Luis City Council approved $60,000.00 for the construction of shades with LED lights over the playground equipment for fiscal year 2019-2020. The quote received from GameTime is for $48,802.10, and it is for the purchase of three (3) shade structures along with drawings of such shades and equipment installation. Parks and Recreation staff want to utilize the purchasing power available through the U.S. Communities and National IPA, both wholly-owned subsidiaries of OMNIA Partners, which have come together as OMNIA Partners, Public Sector. Currently, the City of San Luis is a member of both U.S. Communities and National IPA, which allows the city to utilize vendors that have been awarded contracts after all of the bidding processes have been completed for goods or services. Staff is seeking the approval from council to purchase the shade structures through GameTime in the amount of $49,802.10 utilizing cooperative agreement contract #2017001134 under the authority of the City of San Luis Procurement Code 36.09, Cooperative Purchasing.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO APPROVE THE PURCHASE OF THREE (3) SHADE STRUCTURES FOR JOE ORDUÑO PARK IN THE AMOUNT OF $49,802.10 AS PRESENTED.

N/A

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM: YES

CITY/STATE/FEDERAL FUNDS:	CITY
TOTAL:	$49,802.10
BUDGETED AMOUNT:	$60,000.00
AVAILABLE AMOUNT TO TRANSFER:	N/A
ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE:	806-860-90005.145 /$60,000.00

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

This expense was budget as a CIP Item for Fiscal Year 2019-2020.

Attachments

GameTime - Joe Orduno Park Shades (Quote #69031)

GameTime Cooperative Agreement Contract

A PLAYCORE Company

8700 E Vista Bonita Dr. Ste 188
Scottsdale, AZ 85255
www.triplemrec.com
800-235-2440

10/01/2019
Quote #69031

JOE ORDURO PARK -SHADES

CITY OF SAN LUIS, AZ
Attn: Omar Velazquez
P.O. BOX 7740/785 N. FIRST AVENUE
SAN LUIS, AZ 85349
Phone: 928-341-8535
Fax:928-627-0153
ovelazquez@cityofsanluis.org

Ship to Zip 85143

Quantity	Part #	Description	Unit Price	Amount
1	STM109	GT-Shade - RD203012SN 12' SM-Rec	$6,818.00	$6,818.00
1	STM035	GT-Shade - SD282812SN 12' SM-Sq	$7,508.00	$7,508.00
1	STM107	GT-Shade - RD202412SN 12' SM-Rec	$5,111.00	$5,111.00
3	3680	GT-Shade - Sealed Drawings	$600.00	$1,800.00
1	INSTALL	GameTime - EQUIPMENT INSTALLATION- PERMITS, TEMP FENCING, PRIVATE LOCATOR BY OTHERS SWING TO BE RELOCATED BY OTHERS	$22,795.00	$22,795.00
Contract: USC			**Sub Total**	$44,032.00
			Discount	($583.11)
			Freight	$1,698.96
			Tax	$4,654.25
			Total	$49,802.10

U.S. COMMUNITIES GOVERNMENT PURCHASING ALLIANCE
2017001134

8700 E Vista Bonita Dr. Ste 188
Scottsdale, AZ 85255
www.triplemrec.com
800-235-2440

10/01/2019
Quote #69031

JOE ORDURO PARK -SHADES

Pricing: Prices are firm for 30 days unless otherwise noted. Above costs assume one shipment and one installation unless otherwise noted. Taxes will be shown as a separate line item if included. Any applicable taxes not shown will be applied to the final invoice.
Lead Time/Shipment: Standard orders shipped 4 weeks after receipt of order and acceptance of your purchase order, color selections, approved submittals,(if required)unless otherwise noted. Custom equipment and shades may require a longer lead time. Surfacing lead time is approximately 2 weeks after scheduling request. It is the responsibility of the owner to offload and inventory equipment, unless other arrangements have been made. Missing or damaged equipment must be reported within 60 days of acceptance of delivery. Equipment may be sent in multiple shipments based on point of origin.
Payment Terms: Payment in full, Net 30 days subject to approval by Credit Manager. Pre-payment may be required for orders equaling less than $5,000. A signed P.O. made out to Gametime C/O Cunningham Associates, Inc. or this signed quotation is required for all orders unless otherwise noted. A 1.5% per month finance charge will be imposed on all past due accounts. Equipment shall be invoiced separately from other services and shall be payable in advance of those services and project completion. Checks should be made payable to Game Time unless otherwise directed.
Returns: Returns are available on shipments delivered within the last 60 days and only if the product is in merchantable condition, has never been installed, and has never been stored in an area of little or no protection. A 25% restocking fee will be applied to all goods. Customer will be charged freight for both the outbound and inbound shipment. Any credit will be based on the condition of the item upon its return. Uprights cannot be returned.

Acceptance of this proposal indicates your agreement to the terms and condition stated herein.

Wish to pay by credit card? Please complete the following information:

_____ Mastercard _____ Visa _____ AMEX

Credit Card Number: _____ Exp Date: _____
CSC, Carde Security Code: _____
Name as it appears on card: _____
Amount to be charged to card: _____
Email or Fax credit card receipt to:_____

THIS QUOTATION IS SUBJECT TO POLICES IN THE CURRENT GAMETIME PARK AND PLAYGROUND CATALOG AND THE FOLLOWING TERMS AND CONDITIONS. OUR QUOTATION IS BASED ON SHIPMENT OF ALL ITEMS AT ONE TIME TO A SINGLE DESTINATION, UNLESS NOTED, AND CHANGES ARE SUBJECT TO PRICE ADJUSTMENT. PURCHASES IN EXCESS OF $1,000.00 TO BE SUPPORTED BY YOUR WRITTEN PURCHASE ORDER MADE OUT TO PLAYCORE WISCONSIN, INC dba GAMETIME
Pricing: f.o.b. factory. **Pricing Firm for 30 Days from the day of this quotation.**

Payment terms: net 30 days for tax supported governmental agencies. A 1.5% per month finance charge will be imposed on all past due accounts. Equipment shall be invoiced separately from other services and shall be payable in advance of those services and project completion. Retainage not accepted.
Shipment: Standard playground, Furnishings order shall ship within 3-4 weeks, Shades and Shelters 6-12 weeks, Surfacing 1-2 weeks after GameTime's receipt and acceptance of your purchase order, color selections, approved submittals, and receipt of deposit, if required.
Freight charges: Allowed & prepaid
Installation: shall be by a Certified GameTime Installer. Customer shall be responsible for scheduling coordination and site preparation. Site should be level and permit installation equipment access.

PURCHASER SHALL ABSORB ALL COSTS INCURRED FROM UNKOWN SOIL CONDITIONS SUCH AS ROCK REMOVAL, POOR DIGGING CONDITIONS (BEDROCK), OR POOR SOIL BEARING CAPACITY, INCLUDING BUT NOT LIMITED TO JACKHAMMER, BACKHOE OR BULLDOZER, SONOTUBES (PLUS DELIVERY, OPERATOR AND INSTALLATION IF REQUIRED)
Exclusions: unless specifically included, this quotation excludes all bonds, prevailing wages, site work and landscaping; removal of existing equipment; acceptance of equipment and off-loading; storage of goods prior to installation; equipment assembly and installation; safety surfacing; borders and drainage provisions.

U.S. COMMUNITIES GOVERNMENT PURCHASING ALLIANCE 2017001134

8700 E Vista Bonita Dr. Ste 188
Scottsdale, AZ 85255
www.triplemrec.com
800-235-2440

10/01/2019
Quote #69031

JOE ORDURO PARK -SHADES

BILL TO CUSTOMER:

_____

_____

_____

_____

PHONE NUMBER: _____

FAX NUMBER: _____

SHIP TO CUSTOMER:

_____

_____

_____

_____

PHONE NUMBER: _____

FAX NUMBER: _____

EMAIL FOR ORDER ACKNOWLEDGEMENT: _____

COLORS: _____ (PALETTE)

UPRIGHTS:	_____	DECKS:	_____
ACCENTS:	_____	ARCHES:	_____
PLASTIC:	_____	METAL ROOFS:	_____
ROCK PLASTIC:	_____	GRIPS:	_____
ROOFS:	_____	TUBES:	_____
HDPE:	_____	2 HDPE:	_____

SWINGS: _____

_____
Sales Associate's Signature

U.S. COMMUNITIES
GOVERNMENT PURCHASING ALLIANCE
2017001134

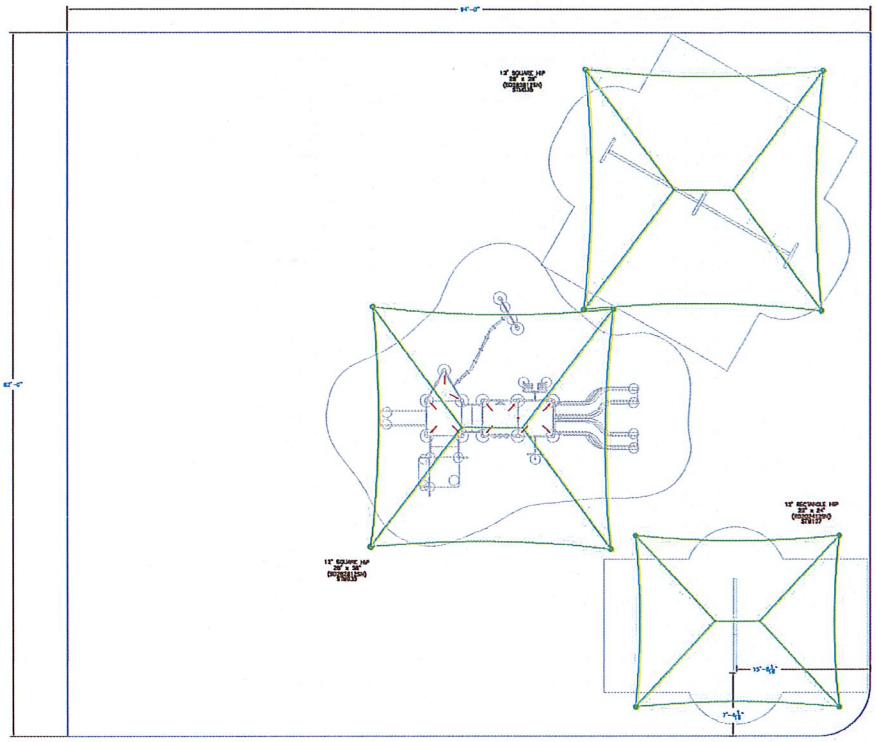
8700 E Vista Bonita Dr. Ste 188
Scottsdale, AZ 85255
www.triplemrec.com
800-235-2440

10/01/2019
Quote #69031

JOE ORDURO PARK -SHADES

Customer's Signature _____ Date _____

U.S. COMMUNITIES GOVERNMENT PURCHASING ALLIANCE
2017001134



GameTime
A PLAYCORE Company

ISO 9001 REGISTERED

150 PlayCore Drive SE
Fort Payne, AL 35967
www.gametime.com

JOE ORDUNO PARK

Representative
TRIPLE M RECREATION

This Unit includes play events and routes or travel specifically designed for special needs users. It is the opinion of the manufacturer that these play events and routes of travel conform to the accessibility requirements of the ADA (AmeriCans with Disabilities Act)

Total Elevated Play Components	Required
Total Elevated Play Components Accessible By Ramp	Required
Total Elevated Components Accessible By Transfer	Required
Total Accessible Ground Level Components Shown	Required
Total Different Types Of Ground Level Components	Required

This play equipment is recommended for children ages

Minimum Area Required:

Scale:

This drawing can be scaled only when in an 24" x 36" format

IMPORTANT: Soft resilient surfacing should be placed in the use zones of all equipment, as specified for each type of equipment, and at depths to meet the critical fall heights as specified by the U.S. consumer Product Safety Commission, ASTM standard F 1487 and Canadian Standard CAN/CSA-Z-614

Drawn By:

Date:

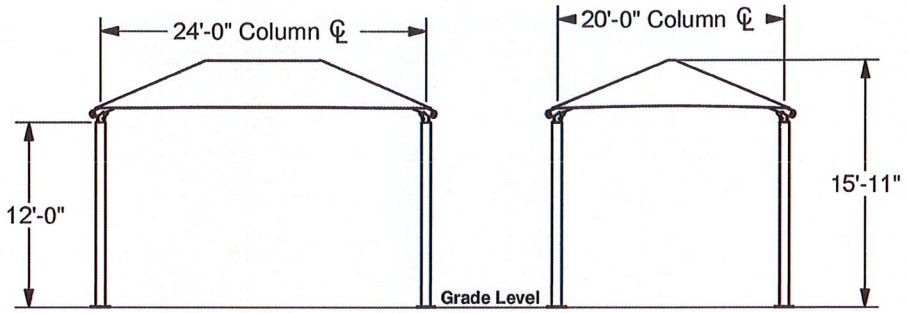
Drawing Name:

RECTANGLE HIP SHADE

20' x 24' x 12'

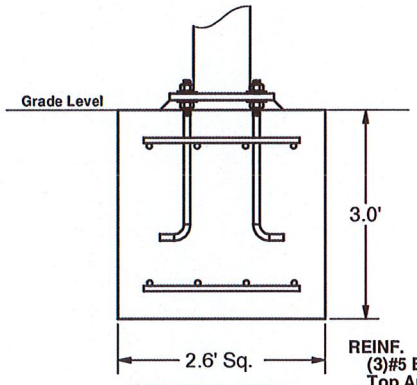
MODEL #:
RD202412SG (With Glide Elbows)
RD202412SN (Without Glide Elbows)

REF.#	PART DESCRIPTION	QTY.
1	Ø5.0" Capped Surface Mount Column	4
2	Angled Elbow	4
3	Ø2.88" Hip Rafter w/ Swaged End	4
4	Ø2.88" Ridge Pole w/ Swaged Ends	1
5	Rectangle "Y" Connection	2
6	Fabric Cover w/ Cable Insert	1
7	Frame Hardware Kit	1





TRIMETRIC VIEW



FOOTING DETAIL

REINF.
(3)#5 EW
Top And Bottom

*Footing design based on 1500 PSF soil bearing pressure.

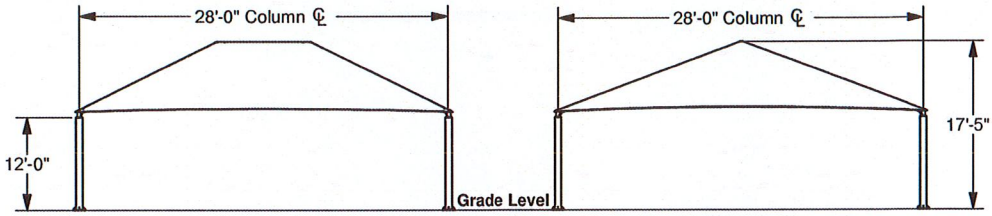
These drawings are for reference only and should not be used as construction details. Materials, fasteners, and foundations are subject to change if professionally sealed engineering drawings are required. Designed for 93 MPH Basic Wind Speed.

SQUARE HIP SHADE

28' x 28' x 12'

MODEL #:
SD282812SG (With Glide Elbows)
SD282812SN (Without Glide Elbows)

REF.#	PART DESCRIPTION	QTY.
1	Ø6.6" Capped Surface Mount Column	4
2	Angled Elbow	4
3	Ø3.5" Hip Rafter w/ Swaged End	4
4	Ø3.5" Ridge Pole w/ Swaged Ends	1
5	Square "Y" Connection	2
6	Fabric Cover w/ Cable Insert	1
7	Frame Hardware Kit	1

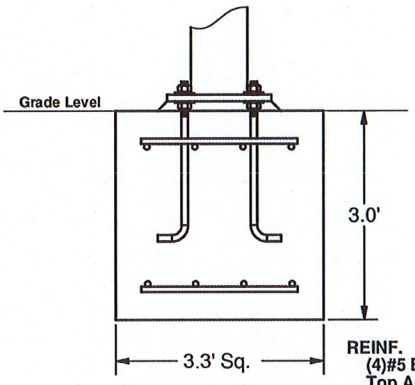


FRONT VIEW

SIDE VIEW



TRIMETRIC VIEW



FOOTING DETAIL

REINF.
(4)#5 EW
Top And Bottom

*Footing design based on 1500 PSF soil bearing pressure.

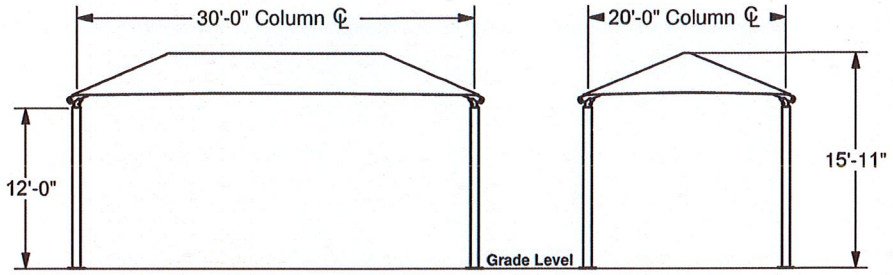
These drawings are for reference only and should not be used as construction details. Materials, fasteners, and foundations are subject to change if professionally sealed engineering drawings are required. Designed for 93 MPH Basic Wind Speed.

RECTANGLE HIP SHADE

20' x 30' x 12'

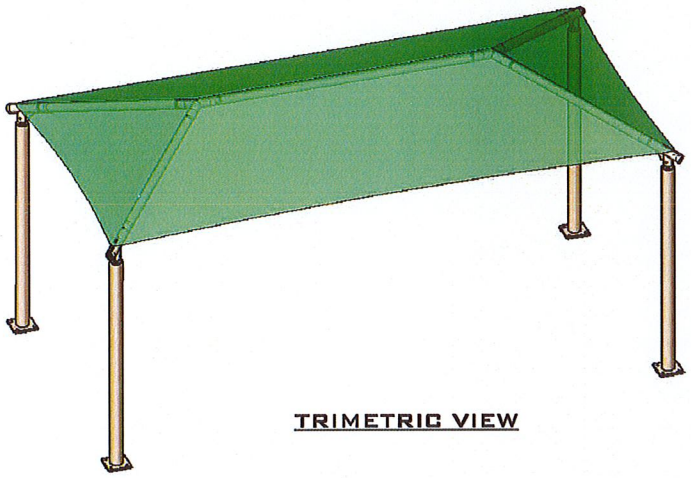
MODEL #:
RD203012SG (With Glide Elbows)
RD203012SN (Without Glide Elbows)

REF.#	PART DESCRIPTION	QTY.
1	Ø6.6" Capped Surface Mount Column	4
2	Angled Elbow	4
3	Ø2.88" Hip Rafter w/ Swaged End	4
4	Ø2.88" Ridge Pole w/ Swaged Ends	1
5	Rectangle "Y" Connection	2
6	Fabric Cover w/ Cable Insert	1
7	Frame Hardware Kit	1

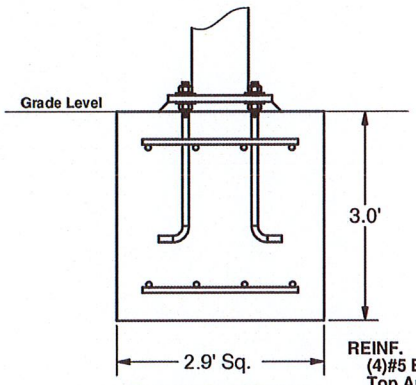


FRONT VIEW

SIDE VIEW



TRIMETRIC VIEW



FOOTING DETAIL

REINF.
(4)#5 EW
Top And Bottom

*Footing design based on 1500 PSF soil bearing pressure.

These drawings are for reference only and should not be used as construction details. Materials, fasteners, and foundations are subject to change if professionally sealed engineering drawings are required. Designed for 93 MPH Basic Wind Speed.

(866)875-3299 | Contact Us

OMNIA PARTNERS Public Sector

MENU

REGISTER

GameTime

Playground Solutions

GameTime®

A PLAYCORE Company

REQUEST CONTRACT INFORMATION

Overview

Contract Documentation

The GameTime Difference

Featured Products

New Product Announcements

Promotions

Project Gallery

Our Process

Pricing & Shipping

Sustainability

FAQs

U.S. Communities and National IPA, both wholly-owned subsidiaries of OMNIA Partners, have come together as OMNIA Partners, Public Sector. All public sector participants already registered with National IPA or U.S. Communities continue to have access to all contracts, with certain exceptions, in the portfolio and do not need to re-register to use a legacy National IPA, legacy U.S. Communities, or new OMNIA Partners contract. U.S. Communities and National IPA remain separate legal entities and lead agency contracts completed under each brand are effective and available for use through the contract's approved term. In the event we believe re-registration is necessary for any reason, OMNIA Partners will let you know.

GameTime Contract

Playground and Outdoor Fitness Equipment, Site Accessories, Surfacing and Related Products & Services

Lead Agency

City of Charlotte, NC

Contract Number

2017001134

5 year initial term, July 1, 2017 – June 30, 2022
Option to renew for (2) additional (2) year periods

Executive Summary

- Uniform Guidance

Contract Documents

- GameTime Contract 2017001134
- Contract Amendments

RFP Documents

- RFP Playground Equipment 269-2017-028
- RFP 269-2017-028 Addendum 1
- RFP 269-2017-028 Addendum 2
- RFP 269-2017-028 Addendum 3
- RFP 269-2017-028 Postings Document

Response Evaluation

- AZ Compliance

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

CONTRACT TO PROVIDE
PLAYGROUND AND OUTDOOR FITNESS EQUIPMENT, SITE ACCESSORIES, SURFACING, AND RELATED PRODUCTS AND SERVICES

This Contract (the "Contract") is entered into as of this 1st day of July 2017 (the "Effective Date"), by and between Playcore Wisconsin, Inc. d/b/a GameTime, a corporation doing business in North Carolina (the "Company"), and the City of Charlotte, a North Carolina municipal corporation (the "City").

RECITALS

WHEREAS, the City issued a Request For Proposals (RFP #269-2017-028) for Playground Equipment, Outdoor Fitness Equipment, Surfacing, Site Accessories and Related Products and Services dated January 25, 2017. This Request for Proposals together with all attachments and addenda, is referred to herein as the "RFP"; and

WHEREAS, the Company submitted a Proposal in response to RFP #269-2017-028 on March 16, 2017. This Proposal, together with all attachments and separately sealed confidential trade secrets, is referred to herein as the "Proposal" and is incorporated into this Contract by reference.

WHEREAS, the City awarded this Contract on May 8, 2017 to Company to provide Playground Equipment, Outdoor Fitness Equipment, Surfacing, Site Accessories and Related Products and Services to the City all in accordance with the terms and conditions set forth herein.

WHEREAS, the City of Charlotte, on behalf of itself and all states, local governments, school districts, and higher education institutions in the United States of America, and other government agencies and nonprofit organizations (herein "Participating Public Agencies"), competitively solicited and awarded the Contract to the Company. The City has designated U.S. Communities as the administrative and marketing conduit for the distribution of the Contract to Participating Public Agencies.

The City is acting as the "Contracting Agent" for the Participating Public Agencies, and shall not be liable or responsible for any costs, damages, liability or other obligations incurred by the Participating Public Agencies. The Company (including its subsidiaries) shall deal directly with each Participating Public Agency concerning the placement of orders, issuance of purchase orders, contractual disputes, invoicing, payment and all other matters relating or referring to such Participating Public Agency's access to the Contract.

Each Participating Public Agency enters into a Master Intergovernmental Cooperative Purchasing Agreement (MICPA) outlining the terms and conditions that allow access to the Lead Public Agencies' Master Agreements. Under the terms of the MICPA, the procurement by the Participating Public Agency shall be construed to be in accordance with, and governed by, the laws of the state in which the Participating Public Agency resides.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in further consideration of the covenants and representations contained herein, the parties agree as follows:

CONTRACT

1. EXHIBITS.

The Exhibits below are hereby incorporated into and made a part of this Contract. In interpreting this Contract and resolving any ambiguities, the main body of this Contract will take precedence over the Exhibits, and any inconsistency between the Exhibits will be resolved in the order in which the Exhibits appear below. Each reference to GameTime in the Exhibits and Appendices shall be deemed to mean the Company.

EXHIBIT A:	Discount Schedule, Price Lists, and Incentives
EXHIBIT B:	Installation Fees
EXHIBIT C:	National Network of Distributors and Installers
EXHIBIT D:	Freight Rate Schedules
EXHIBIT E:	Product Warranties
EXHIBIT F:	Scope of Work
EXHIBIT G:	U.S. Communities Administrative Agreement

2. DEFINITIONS.

As used in this Contract, the following terms shall have the meanings set forth below:

Acceptance:	Refers to receipt and approval by the City of a Deliverable or Service in accordance with the acceptance process and criteria in this Contract.
Affiliates:	Refers to all departments or units of the City and all other governmental units, boards, committees or municipalities for which the City processes data or performs Services.
Biodegradable:	Refers to the ability of an item to be decomposed by bacteria or other living organisms.
Charlotte Business Inclusion (CBI):	Refers to the Charlotte Business Inclusion office of the City of Charlotte.
Charlotte Combined Statistical Area (CSA):	Refers to the Charlotte-Gastonia-Salisbury Combined Statistical Area consisting of; (a) the North Carolina counties of Anson, Cabarrus, Cleveland, Gaston, Iredell, Lincoln, Mecklenburg, Rowan, Stanly, and Union; and (b) the South Carolina counties of Chester, Lancaster, and York; a criteria used by Charlotte Business INClusion to determine eligibility to participate in the program.
City:	Refers to the City of Charlotte, North Carolina.
Company:	Refers to a company that has been selected by the City to provide the Products and Services of this Contract.
Company Project Manager:	Refers to a specified Company employee representing the best interests of the Company for this Contract.
Contract:	Refers to a written agreement executed by the City and Company for all or part of the Services.

Deliverables:	Refers to all tasks, reports, information, designs, plans, and other items that the Company is required to deliver to the City in connection with the Contract.
Documentation:	Refers to all written, electronic, or recorded works that describe the use, functions, features, or purpose of the Deliverables or Services or any component thereof, and which are provided to the City by the Company or its subcontractors, including without limitation all end user manuals, training manuals, guides, program listings, data models, flow charts, and logic diagrams.
Environmentally Preferable Products:	Refers to Products that have a lesser or reduced effect on human health and the environment when compared with competing Products that serves the same purpose. This comparison may consider raw materials acquisition, production, manufacturing, packaging, distribution, reuse, operation, maintenance, or disposal of the product.
Lead Public Agency:	Refers to the City of Charlotte, North Carolina.
Master Agreement:	Refers to the Agreement that is made available by the Lead Public Agency after the successful completion of the competitive solicitation and selection process, wherein Participating Public Agencies may utilize the agreement to purchase Products and Services.
Minority Business Enterprise/MBE:	Refers to a business enterprise that: (a) is certified by the State of North Carolina as a Historically Underutilized Business (HUB) within the meaning of N.C. Gen. Stat. § 143-128.4; (b) is at least fifty-one percent (51%) owned by one or more persons who are members of one of the following groups: African American or Black, Hispanic, Asian, Native American or American Indian; and (c) is headquartered in the Charlotte Combined Statistical Area.
MWSBE:	Refers to SBEs, MBEs and WBEs, collectively.
Participating Public Agency:	Refers to all states, local governments, school districts, and higher education institutions in the United States of American, and other governmental agencies and nonprofit organizations that elect to purchase Products and Services under the Master Agreement.
Products:	Refers to all Products that the Company agrees to provide to the City as part this Contract.
Services:	Refers to the Playground Equipment, Outdoor Fitness Equipment, Surfacing, Site Accessories and Related Products and Services as requested in this RFP.

Specifications and Requirements: Refers to all definitions, descriptions, requirements, criteria, warranties, and performance standards relating to the Deliverables and Services that are set forth or referenced in: (i) this RFP, including any addenda; (ii) the Documentation; and (iii) any functional and/or technical specifications that are published or provided by the Company or its licensors or suppliers from time to time with respect to all or any part of the Deliverables or Services.

3. **TERM**. The initial term of this Contract will be for five (5) years from the Effective Date with an option to renew for two (2) additional two-year terms. This Contract may be extended only by a written amendment to the contract signed by both parties.

4. **AGREEMENT TO PROVIDE PRODUCTS AND SERVICES.**

4.1 The Company shall provide the Products and Services in accordance with the terms and conditions set forth in this Contract and the attached Exhibits when ordered from time to time by the City. Except as set forth Exhibit A, the prices set forth in Exhibit A constitute all charges payable by the City for the Products and Services, and all labor, materials, equipment, transportation, facilities, storage, information technology, permits, and licenses necessary for the Company to provide the Products and Services. The Company shall perform any Services for the City on site at the City's facilities in Charlotte, North Carolina, except as otherwise stated in this Contract or agreed in writing by the City.

4.2 Placement of Orders: All orders will be placed by personnel designated by the City on an as needed basis for the quantity required at the time during the term of the Contract.

5. **OPTIONAL PRODUCTS AND SERVICES:** The City may in its discretion purchase from the Company optional Products and Services beyond what is called for in the Specifications, provided that such purchase does not create unfairness so as to defeat the purpose of the bid statutes, and provided the City is authorized by law to make such purchases without a formal bid process.

6. **DOCUMENTATION:** the Company will provide for all products purchased under this contract written or electronic documentation that is complete and accurate, and sufficient to enable City employees with ordinary skills and experience to utilize such products for the purpose for which the City is acquiring them.

7. **COMPENSATION.** The City shall pay the company for the products and services delivered in compliance with the specifications at the prices set forth in Exhibit A. This amount constitutes the maximum fees and charges payable to the company in the aggregate under this contract and will not be increased except by a written amendment duly executed by both parties in compliance with the price adjustment provisions set forth in Exhibit c. The company shall not be entitled to charge the City any prices, fees or other amounts that are not listed in Exhibit A.

8. **PRICE ADJUSTMENT.**

8.1 The price(s) stated in this Contract shall remain firm through December 31, 2017. Company may request price increases in writing, in accordance with the following terms:

8.1.1 Price increases shall only be allowed when justified in the City's sole discretion based on legitimate, bona fide increases in the cost of materials. No adjustment shall be made to compensate the Company for inefficiency in operation, increase in labor costs, or for additional profit.

8.1.2 To obtain approval for a price increase, the Company shall submit a written request at least sixty (60) days prior to each calendar year during the term of the contract. All requests must be submitted to the Procurement Management Division representative, at the address listed below, together with written documentation sufficient to demonstrate that the increase is necessary based on a legitimate increase in the cost of materials. The request must state and fully justify the proposed price increase per unit over the price originally proposed.

City of Charlotte
M&FS Finance Office / Procurement Management
600 East Fourth Street
Charlotte, NC 28202

8.1.3 No proposed price increase shall be valid unless accepted by the City in writing. The City may approve such price increase for the remaining term of the Contract or for a shorter specified period, in the City's sole discretion. If the City rejects such price increase, the Company shall continue performance of the Contract.

8.1.4 If the City approves a price increase pursuant to this Section and the market factors justifying the increase shift so that the increase is no longer justified, the City shall have the right to terminate the price increase and revert back to the prices that were in effect immediately prior to the increase. The Company shall notify the City in writing if the market factors on which the City granted the increase change such that the City's reasons for granting the increase longer apply.

8.2 If the Company's unit prices for any Products and/or Services should decrease, the Company shall provide the affected Products and/or Services at the lower discounted price. The Company will provide the City with prompt written notice of all decreases in unit prices.

8.3 If a Product becomes unavailable, or if a new Product becomes available, the Company promptly will send the City a proposed revised version of Exhibit A. The City reserves the right to add or delete items to this Contract if particular items should become discontinued or an upgraded item becomes available to the industry market. Any new or replacement items added may be subject to bid statute requirements. The City may also delete radio and communication equipment items included in this Contract if items are no longer needed or no longer issued as part of radios and communication equipment. At no additional cost to the City, the Company may substitute any Product or Service to be provided by the Company, if the substitute meets or exceeds the Specifications, is compatible with the City's operating environment and is of equivalent or better quality to the City. Any substitution will be reflected in a written signed change order.

9. BILLING. Each invoice sent by the Company shall include all reports, information and data required by this Contract (including the Exhibits) necessary to entitle the Company to the requested payment. The Company shall send one (1) copy only of each invoice using one of the following options:

Option 1 – E-mail one copy of each invoice to cocap@charlottenc.gov . Company shall not mail invoices that have been sent via e-mail.

Option 2 – Mail one copy of each invoice to:

City of Charlotte Accounts Payable
PO Box 37979
Charlotte, NC 28237-7979
Attn: (Insert Department)

The City is not tax exempt from sales tax. The Company shall include all applicable State and County sales taxes on the invoice and not combined with the cost of the goods.

Payment of invoices shall be due within thirty (30) days after the City has received all of the following: (a) an accurate, properly submitted invoice, (b) all reports due for the month covered by the invoice; and (c) any other information reasonably requested by the City to verify the charges contained in the invoice. Invoices must include state and local sales tax.

10. CONTRACT MONITORING: The City shall have the right to audit the Company's compliance with the terms and conditions of the Contract at such times as the City deems appropriate. Unless the City elects to terminate the Contract, the Company shall develop a written action plan to correct any Contract deficiency identified during these compliance audits, and shall submit such plan to the City within thirty (30) days of notification of non-compliance.

11. REPORTING: The Company shall provide such written reports of purchasing and expenditures as may be requested by the City from time to time, including without limitation any reports described in the Specifications.

12. AUDIT: During the term of the Contract and for a period of three (3) years after termination or expiration of this Contract for any reason, the City shall have the right to audit, either itself or through a third party, all books and records (including but not limited to the technical records) and facilities of the Company necessary to evaluate Company's compliance with the terms and conditions of the Contract or the City's payment obligations. The City shall pay its own expenses, relating to such audits, but shall not have to pay any expenses or additional costs of the Company. However, if non-compliance is found that would have cost the City in excess of $5,000 but for the audit, then the Company shall be required to reimburse the City for the cost of the audit.

13. GENERAL WARRANTIES. Company represents and warrants that:

13.1 It is a corporation duly incorporated, validly existing and in good standing under the laws of the state of Alabama, and is qualified to do business in North Carolina;

13.2 It has all the requisite corporate power and authority to execute, deliver and perform its obligations under this Contract;

13.3 The execution, delivery, and performance of this Contract have been duly authorized by Company;

13.4 No approval, authorization or consent of any governmental or regulatory authority is required to be obtained or made by it in order for it to enter into and perform its obligations under this Contract;

13.5 In connection with its obligations under this Contract, it shall comply with all applicable federal, state and local laws and regulations and shall obtain all applicable permits and licenses; and

13.6 The Company shall not violate any agreement with any third party by entering into or performing this Contract.

14. ADDITIONAL REPRESENTATIONS AND WARRANTIES. Company represents warrants and covenants that:

14.1 The Products and Services shall comply with all requirements set forth in this Contract, including but not limited to the attached Exhibits;

14.2 All work performed by the Company and/or its subcontractors pursuant to this Contract shall meet industry accepted standards, and shall be performed in a professional and workmanlike manner by staff with the necessary skills, experience and knowledge;

14.3 Neither the Services, nor any Products provided by the Company under this Contract will infringe or misappropriate any patent, copyright, trademark or trade secret rights of any third party; and

14.4 The Company and each of its subcontractors have complied and shall comply in all material respects with all applicable federal, state and local laws, regulations and guidelines relating to the performance of this Contract or to the products and services delivered hereunder, including but not limited to E-Verify, and shall obtain all applicable verifications, permits, and licenses.

15. COMPLIANCE WITH LAWS: All Products and Services delivered under this Contract shall be in compliance with all applicable federal, state and local laws, regulations and ordinances. In performing the Contract, the Company shall obtain and maintain all licenses and permits, and comply with all federal, state and local laws, regulations and ordinances.

16. DELIVERY TIME: When delivery time is requested in the RFP, (whether in the form of a specific delivery date or maximum number of days for delivery) time is of the essence. The Company's Bid shall be deemed a binding commitment of the Company to meet the delivery time stated herein unless the Bid specifically takes exception. If such delivery time is not met, the City shall be entitled to terminate the Contract immediately for default and/or exercise any other remedies available at law or in equity.

17. QUALITY. Unless this Contract specifically states otherwise for a particular item, all components used to manufacture or construct any supplies, materials or equipment or Products provided under this Contract shall be: (a) new; (b) the latest model; (c) of the best quality and highest grade workmanship; and (d) in compliance with all applicable federal, state and local laws, regulations and requirements. By "new", the City means that the item has been recently produced and has not been previously sold or used.

Whenever this Contract states that a Product or Service shall be in accordance with laws, ordinances, building codes, underwriter's codes, applicable A.S.T.M. regulations or similar expressions, the requirements of such laws, ordinances, etc., shall be construed to be minimum requirements that are in addition to any other requirements that may be stated in this Contract.

18. **DESIGN AND/OR MANUFACTURER REQUIREMENT**: All Products and Services shall meet the Specifications set forth in Section 4 of the RFP.

19. **INSPECTION AT COMPANY'S SITE**: The City reserves the right to inspect the equipment, plant, store or other facilities of the Company during the Contract term from time to time as the City deems necessary to confirm that such equipment, plant, store or other facilities conform with the Specifications and are adequate and suitable for proper and effective performance of the Contract. Such inspections shall be conducted during normal business hours and upon at least three (3) days' notice to the Company (except that a store may be inspected at any time during regular store hours without notice).

20. **PREPARATION FOR DELIVERY**:

    20.1 Condition and Packaging. All containers/packaging shall be suitable for handling, storage or shipment, without damage to the contents. The Company shall make shipments using the minimum number of containers consistent with the requirements of safe transit, available mode of transportation routing. The Company will be responsible for confirming that packing is sufficient to assure that all the materials arrive at the correct destination in an undamaged condition ready for their intended use.

    20.2 Marking. All cartons shall be clearly identified with the City purchase order number and the name of the department making the purchase. Packing lists must be affixed to each carton identifying all contents included in the carton. If more than one carton is shipped, each carton must be numbered and must state the number of that carton in relation to the total number of cartons shipped (i.e. 1 of 4, 2 of 4, etc).

    20.3 Shipping. The Company shall follow all shipping instructions included in the ITB, the City's purchase order or in the Contract.

21. **ACCEPTANCE OF PRODUCTS/SERVICES**: The Products delivered under this Contract shall remain the property of the Company until the City physically inspects, actually uses and accepts the Products. In the event Products provided to the City do not comply with the Contract, the City shall be entitled to terminate the Contract upon written notice to the Company and return such Products (and any related goods) to the Company at the Company's expense. In the event the Services provided under this Contract do not comply with the Contract, the City reserves the right to cancel the Service and rescind any related purchase of products upon written notice to the Company. The remedies stated in this Section are in addition to and without limitation of any other remedies that the City may have under the Contract, at law or in equity.

22. **GUARANTEE**: Unless otherwise specified by the City, the Company unconditionally guarantees the materials and workmanship on all Products and Services. If, within the guarantee period any defects occur due to a faulty Product or Services (including without limitation a failure to comply with the Specifications), the Company at its expense, shall repair or adjust the condition, or replace the Product and/or Services to the complete satisfaction of the City. These repairs, replacements or adjustments shall be made only at such time as will be designated by the City to ensure the least impact to the operation of City business.

23. **NO LIENS**: All Products shall be delivered and shall remain free and clear of all liens and encumbrances.

24. **MANUFACTURER OR DEALER ADVERTISEMENT**: No manufacturer or dealer shall advertise on Products delivered to the City without prior approval by the City.

25. RIGHT TO COVER: If the Company fails to comply with any term or condition of the Contract or the Company's response to the ITB, the City may take any of the following actions with or without terminating the Contract, and in addition to and without limiting any other remedies it may have:

(A) Employ such means as it may deem advisable and appropriate to obtain the applicable Products and/or Services (or reasonable substitutes) from a third party; and

(B) Recover from the Company the difference between what the City paid for such Products and/or Services on the open market and the price of such Products and/or Services under the Contract or the Company's response to the ITB.

26. RIGHT TO WITHHOLD PAYMENT: If Company breaches any provision of the Contract the City shall have the right to withhold all payments due to the Company until such breach has been fully cured.

27. OTHER REMEDIES: Upon breach of the Contract, each party may seek all legal and equitable remedies to which it is entitled. The remedies set forth herein shall be deemed cumulative and not exclusive and may be exercised successively or concurrently, in addition to any other available remedy.

28. TERMINATION.

29.1 TERMINATION WITHOUT CAUSE. The City may terminate this Contract at any time without cause by giving sixty (60) days written notice to the Company. The Company may terminate this Contract at any time without cause by giving one hundred and eighty (180) days written notice to the City.

29.2 TERMINATION FOR DEFAULT BY EITHER PARTY. By giving written notice to the other party, either party may terminate this Contract upon the occurrence of one or more of the following events:

29.2.1 The other party violates or fails to perform any covenant, provision, obligation, term or condition contained in this Contract, provided that, unless otherwise stated in this Contract, such failure or violation shall not be cause for termination if both of the following conditions are satisfied: (i) such default is reasonably susceptible to cure; and (ii) the other party cures such default within thirty (30) days of receipt of written notice of default from the non-defaulting party; or

29.2.2 The other party attempts to assign, terminate or cancel this Contract contrary to the terms hereof; or

29.2.3 The other party ceases to do business as a going concern, makes an assignment for the benefit of creditors, admits in writing its inability to pay debts as they become due, files a petition in bankruptcy or has an involuntary bankruptcy petition filed against it (except in connection with a reorganization under which the business of such party is continued and performance of all its obligations under this Contract shall continue), or if a receiver, trustee or liquidator is appointed for it or any substantial part of other party's assets or properties.

Any notice of default pursuant to this Section shall identify and state the party's intent to terminate this Contract if the default is not cured within the specified period.

29.3 ADDITIONAL GROUNDS FOR DEFAULT TERMINATION BY THE CITY. By giving written notice to the Company, the City may also terminate this Contract upon the occurrence of one or more of the following events (which shall each constitute grounds for termination without a cure period and without the occurrence of any of the other events of default previously listed):

29.3.1 The Company makes or allows to be made any material written misrepresentation or provides any materially misleading written information in connection with this Contract, Company's Bid, or any covenant, agreement, obligation, term or condition contained in this Contract; or

29.3.2 The Company takes or fails to take any action which constitutes grounds for immediate termination under the terms of this Contract, including but not limited to failure to obtain or maintain the insurance policies and endorsements as required by this Contract, or failure to provide the proof of insurance as required by this Contract.

29.4 NO EFFECT ON TAXES, FEES, CHARGES, OR REPORTS. Any termination of the Contract shall not relieve the Company of the obligation to pay any fees, taxes or other charges then due to the City, nor relieve the Company of the obligation to file any daily, monthly, quarterly or annual reports covering the period to termination nor relieve the Company from any claim for damages previously accrued or then accruing against the Company.

29.5 OBLIGATIONS UPON EXPIRATION OR TERMINATION. Upon expiration or termination of this Contract, the Company shall promptly (a) return to the City all computer programs, files, documentation, data, media, related material and any other recording devices, information, or compact discs that are owned by the City; (b) provide the City with sufficient data necessary to migrate to a new vendor, or allow the City or a new vendor access to the systems, software, infrastructure, or processes of the Company that are necessary to migrate to a new vendor; and (c) refund to the City all pre-paid sums for Products or Services that have been cancelled and will not be delivered.

29.6 NO SUSPENSION. In the event that the City disputes in good faith an allegation of default by the Company, notwithstanding anything to the contrary in this Contract, the Company agrees that it will not terminate this Contract or suspend or limit the delivery of Products or Services or any warranties or repossess, disable or render unusable any Software supplied by the Company, unless (i) the parties agree in writing, or (ii) an order of a court of competent jurisdiction determines otherwise.

29.7 AUTHORITY TO TERMINATE. The City Manager or their designee is authorized to terminate this Contract on behalf of the City.

29.8 TRANSITION SERVICES UPON TERMINATION. Upon termination or expiration of this Contract, the Company shall cooperate with the City to assist with the orderly transfer of the Products, Services, functions and operations provided by the Company hereunder to another provider or to the City as determined by the City in its sole discretion. The transition services that the Company shall perform if requested by the City include but are not limited to:

29.8.1 Working with the City to jointly develop a mutually agreed upon transition services plan to facilitate the termination of the Services; and

29.8.2 Notifying all affected vendors and subcontractors of the Company of transition activities;

29.8.3 Performing the transition service plan activities;

29.8.4 Answering questions regarding the products and services on an as-needed basis; and

29.8.5 Providing such other reasonable services needed to effectuate an orderly transition to a new system.

29. NO DELAY DAMAGES: Under no circumstances shall the City be liable to the Company for any damages arising from delay, whether caused by the City or not.

30. MULTIPLE CONTRACT AWARDS. This Contract is not exclusive. The City reserves the right to award multiple contracts for the Products and Services required by this Contract if the City deems multiple Contracts to be in the City's best interest.

31. RELATIONSHIP OF THE PARTIES. The relationship of the parties established by this Contract is solely that of independent contractors, and nothing contained in this Contract shall be construed to (i) give any party the power to direct or control the day-to-day activities of the other; (ii) constitute such parties as partners, joint ventures, co-owners or otherwise as participants in a joint or common undertaking; (iii) make either party an agent of the other for any purpose whatsoever, or (iv) give either party the authority to act for, bind, or otherwise create or assume any obligation on behalf of the other. Nothing herein shall be deemed to eliminate any fiduciary duty on the part of the Company to the City that may arise under law or under the terms of this Contract.

32. INDEMNIFICATION: To the fullest extent permitted by law, the Company shall indemnify, defend and hold harmless each of the "Indemnitees" (as defined below) from and against any and all "Charges" (as defined below) paid or incurred any of them as a result of any claims, demands, lawsuits, actions, or proceedings: (i) alleging violation, misappropriation or infringement of any copyright, trademark, patent, trade secret or other proprietary rights with respect to the Work or any Products or deliverables provided to the City pursuant to this Contract ("Infringement Claims"); (ii) seeking payment for labor or materials purchased or supplied by the Company or its subcontractors in connection with this Contract; or (iii) arising from the Company's failure to perform its obligations under this Contract, or from any act of negligence or willful misconduct by the Company or any of its agents, employees or subcontractors relating to this Contract, including but not limited to any liability caused by an accident or other occurrence resulting in bodily injury, death, sickness or disease to any person(s) or damage or destruction to any property, real or personal, tangible or intangible; or (iv) arising from a violation of any federal, state or local law, regulation or ordinance by the Company or any its subcontractors (including without limitation E-Verify or other immigration laws); or (v) arising from any claim that the Company or an employee or subcontractor of the Company is an employee of the City, including but not limited to claims relating to worker's compensation, failure to withhold taxes and the like. For purposes of this Section: (a) the term "Indemnitees" means the City and each of the City's officers, officials, employees, agents and independent contractors (excluding the Company); and (b) the term "Charges" means any and all losses, damages, costs, expenses (including reasonable attorneys' fees), obligations, duties, fines, penalties, royalties, interest charges and other liabilities (including settlement amounts) or any other legal theory or principle, in connection with an Infringement Claim.

This indemnification requirement is not intended to cover, and the Company is not responsible for, any damages that result from lack of maintenance; inadequate supervision;

negligence; intentional misconduct of anyone other than the Company, it's subcontractors, or their affiliates; inadequate surfacing that was not provided by or recommended by the Company, its subcontractors, or their affiliates; or vandalism.

It is the intent of any insurance provided by Company to protect the Company and any subcontractor performing work under the Contract for

(1) Product liability Claims arising solely from the negligent design or manufacture of the Playground Equipment when such goods and services are provided by the Company, Company's subcontractors, or their affiliates pursuant to this Contract;

(2) Claims arising from any act of negligence or wilful misconduct by the Company or any of its agents, employees or subcontractors relating to this Contract, including but not limited to any liability caused by an accident or other occurrence resulting in bodily injury, death, sickness or disease to any person(s) or damage or destruction to any property, real or personal, tangible or intangible; and

(3) Claims relating to worker's compensation for any employee or subcontractor of the Company;

This clarifies and supersedes any other section of the Contract concerning indemnification that could be interpreted otherwise.

33. INSURANCE. Throughout the term of the Contract, the Company shall comply with the insurance requirements described in this Section. In the event the Company fails to procure and maintain each type of insurance required by this Section, or in the event the Company fails to provide the City with the required certificates of insurance, the City shall be entitled to terminate the Contract immediately upon written notice to the Company.

The Company agrees to purchase and maintain the following insurance coverage during the life of the Contract with an insurance company acceptable to the City of Charlotte, authorized to do business in the State of North Carolina:

(A) Automobile Liability: Bodily injury and property damage liability covering all owned, non-owned, and hired automobiles for limits of not less than $1,000,000 bodily injury each person, each accident; and, $1,000,000 property damage, or $1,000,000 combined single limit each occurrence/aggregate.

(B) Commercial General Liability: Bodily injury and property damage liability as shall protect the Company and any subcontractor performing work under the Contract from claims of bodily injury or property damage which arise from performance of the Contract, whether such work is performed by the Company, any subcontractor or anyone directly or indirectly employed by either. The amounts of such insurance shall not be less than $1,000,000 bodily injury each occurrence/aggregate and $1,000,000 property damage each occurrence/aggregate or $1,000,000 bodily injury and property damage combined single limits each occurrence/aggregate. This insurance shall include coverage for products, services, completed operations, personal injury liability and contractual liability assumed under the indemnity provision of the Contract.

(C) Workers' Compensation: Meeting the statutory requirements of the State of North Carolina and Employers Liability - $100,000 per accident limit, $500,000 disease per policy limit, $100,000 disease each employee limit, providing coverage for employees and owners.

The City shall be named as additional insured during and until completion of the work under the commercial general liability insurance for operations or services rendered under

this Contract. The Company's insurance shall be primary of any self-funding and/or insurance otherwise carried by the City for all loss or damages arising from the Consultant's operations under this agreement. The Company and each of its subcontractors shall and does waive all rights of subrogation against the City and each of the Indemnitees, as defined in Section 5.1.

The Company shall not commence any work in connection with the Contract until it has obtained all of the types of insurance set forth in this Form, and such insurance has been approved by the City. The Company shall not allow any subcontractor to commence work on its subcontract until all similar insurance required of the subcontractor has been obtained and approved.

All insurance policies shall be with insurers qualified and doing business in North Carolina recognized by the Secretary of State and the Insurance Commissioner's Office. The Company shall furnish the City with proof of insurance coverage by certificates of insurance accompanying the Contract.

All insurance certificates must include the City of Charlotte's contract number in the description field.

The City shall be exempt from, and in no way liable for any sums of money that may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Company and/or subcontractor providing such insurance.

Since the playground and the play equipment will be in the care, custody, and control of the end user following installation, it is understood the Company cannot additionally insure the eventual owners of the equipment for any damages that result from:

1) lack of maintenance for which the Company or its subcontractors are not contractually obligated to perform, where such lack of maintenance is not as a result of instructions or manuals provided by the Company or its subcontractors ;
2) inadequate supervision;
3) Negligence (other than negligence of the Company or its subcontractors);
4) intentional acts of anyone other than the Company, its subcontractors or their affiliates;
5) inadequate surfacing that was not provided by or recommended by the Company, its subcontractors, or their affiliates; or
6) vandalism.

34. COMMERCIAL NON-DISCRIMINATION.

As a condition of entering into this Contract, the Company represents and warrants that it will fully comply with the City's Commercial Non-Discrimination Policy, as described in Section 2, Article V of the Charlotte City Code, and consents to be bound by the award of any arbitration conducted thereunder. As part of such compliance, the Company shall not discriminate on the basis of race, gender, religion, national origin, ethnicity, age or disability in the solicitation, selection, hiring, or treatment of subcontractors, vendors or suppliers in connection with a City contract or contract solicitation process, nor shall the Company retaliate against any person or entity for reporting instances of such discrimination. The Company shall provide equal opportunity for subcontractors, vendors and suppliers to participate in all of its subcontracting and supply opportunities on City contracts, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that has occurred or is occurring in the marketplace. The Company understands and agrees that a violation of this

clause shall be considered a material breach of this Contract and may result in termination of this Contract, disqualification of the Company from participating in City contracts or other sanctions.

As a condition of entering into this Contract, the Company agrees to: (a) promptly provide to the City in a format specified by the City all information and documentation that may be requested by the City from time to time regarding the solicitation, selection, treatment and payment of subcontractors in connection with this Contract; and (b) if requested, provide to the City within sixty days after the request a truthful and complete list of the names of all subcontractors, vendors, and suppliers that the Company has used on City contracts in the past five years, including the total dollar amount paid by the Company on each subcontract or supply contract. The Company further agrees to fully cooperate in any investigation conducted by the City pursuant to the City's Non-Discrimination Policy, to provide any documents relevant to such investigation that are requested by the City, and to be bound by the award of any arbitration conducted under such Policy.

The Company agrees to provide to the City from time to time on the City's request, payment affidavits detailing the amounts paid by the Company to subcontractors and suppliers in connection with this Contract within a certain period of time. Such affidavits shall be in the format specified by the City from time to time

The Company understands and agrees that violation of this Commercial Non-Discrimination provision shall be considered a material breach of this Contract and may result in contract termination, disqualification of the Company from participating in City contracts and other sanctions.

35. **COMPANY WILL NOT SELL OR DISCLOSE DATA.** The Company will treat as confidential information all data provided by the City in connection with this agreement. City data processed by the Company shall remain the exclusive property of the City. The Company will not reproduce, copy, duplicate, disclose, or in any way treat the data supplied by the City in any manner except that contemplated by this agreement.

36. **WORK ON CITY'S PREMISES.** The Company will ensure that its employees and agents shall, whenever on the City's premises, obey all instructions and directions issued by the City's project manager with respect to work on the City's premises. The Company agrees that its personnel and the personnel of its subcontractors will comply with all rules, regulations and security procedures of the City when on the City's premises.

37. **BACKGROUND CHECKS**: The Company agrees that it has conducted or will conduct background checks on all personnel who will be working at the Charlotte service facility or delivering Products or Services under the Contract. The Company will conduct such background checks prior to the personnel commencing work hereunder, whether as part of the Company's standard pre-employment screening practices or otherwise. The Company will complete a background check on an annual basis for each person working at the Charlotte facility. Background check will include at a minimum:

    a. Criminal records search,

    b. Identification verification; and

    c. Proof of authorization to work in the United States.

The Company agrees if any personnel does not meet the background qualifications, he/she shall not be assigned to perform services under this Contract. The Company will notify the City immediately if a background check reveals any conviction(s). If there is any question

as to whether any personnel meets the background qualifications, prior to assignment of any Services under this Contract, the Company shall contact the City immediately.

38. DRUG-FREE WORKPLACE. The City is a drug-free workplace employer. The Company hereby certifies that it has or it will within thirty (30) days after execution of this Contract:

38.1 Notify employees that the unlawful manufacture, distribution, dispensation, possession, or use of controlled substance is prohibited in the workplace and specifying actions that will be taken for violations of such prohibition;

38.2 Establish a drug-free awareness program to inform employees about (i) the dangers of drug abuse in the workplace, (ii) the Company's policy of maintaining a drug-free workplace, (iii) any available drug counseling, rehabilitation, and employee assistance programs, and (iv) the penalties that may be imposed upon employees for drug abuse violations;

38.3 Notify each employee that as a condition of employment, the employee will (i) abide by the terms of the prohibition outlines in (a) above, and (ii) notify the Company of any criminal drug statute conviction for a violation occurring in the workplace not later than five days after such conviction;

38.4 Impose a sanction on, or requiring the satisfactory participation in a drug counseling, rehabilitation or abuse program by an employee convicted of a drug crime;

38.5 Make a good faith effort to continue to maintain a drug-free workplace for employees; and

38.6 Require any party to which it subcontracts any portion of the work under the contract to comply with the provisions of this Section.

A false certification or the failure to comply with the above drug-free workplace requirements during the performance of this Contract shall be ground for suspension, termination or debarment.

39. NOTICES. Any notice, consent or other communication required or contemplated by this Contract shall be in writing, and shall be delivered in person, by U.S. mail, by overnight courier, by electronic mail or by telefax to the intended recipient at the address set forth below. Notice shall be effective upon the date of receipt by the intended recipient; provided that any notice which is sent by telefax or electronic mail shall also be simultaneously sent by mail deposited with the U.S. Postal Service or by overnight courier. Each party may change its address for notification purposes by giving the other party written notice of the new address and the date upon which it shall become effective.

Communications that relate to any breach, default, termination, delay in performance, prevention of performance, modification, extension, amendment, or waiver of any provision of this Contract shall be sent to:

For The Company:	**For The City:**
Donald R. King	Karen Ewing
PlayCore Wisconsin, Inc. d/b/a Gametime	Procurement Management Division
150 Playcore Drive SE	600 East Fourth Street
Fort Payne, Alabama 35967	Charlotte, NC 28202
Phone: 423.648.5891	Phone: 704.336.2992
Fax: 423.648.5903	Fax: 704.632.8254
E-mail: dking@playcore.com	E-mail: kewing@charlottenc.gov

With Copy To:	**With Copy To:**
	Cindy White
	Senior Assistant City Attorney
	600 East Fourth Street
	Charlotte, NC 28202
	Phone: 704-336-3012
	Fax: 704-336-8854
	E-mail: cwhite@ci.charlotte.nc.us

All other notices shall be sent to the other party's Project Manager at the most recent address provided in writing by the other party.

40. SUBCONTRACTING: The Company shall not subcontract any of its obligations under this Contract without the City's prior written consent. In the event the City does consent in writing to a subcontracting arrangement, Company shall be the prime contractor and shall remain fully responsible for performance of all obligations which it is required to perform under this Contract. Any subcontract entered into by Company shall name the City as a third party beneficiary.

41. FORCE MAJEURE: Neither party shall be liable for any failure or delay in the performance of its obligations pursuant to the Contract, and such failure or delay shall not be deemed a default of the Contract or grounds for termination hereunder if all of the following conditions are satisfied:

If such failure or delay:

A. could not have been prevented by reasonable precaution;
B. cannot reasonably be circumvented by the non-performing party through the use of alternate sources, work-around plans, or other means; and
C. if, and to the extent, such failure or delay is caused, directly or indirectly, by fire, flood, earthquake, hurricane, elements of nature or acts of God, acts of war, terrorism, riots, civil disorders, rebellions or revolutions or court order.

An event that satisfies all of the conditions set forth above shall be referred to as a "Force Majeure Event." Upon the occurrence of a Force Majeure Event, the affected party shall be excused from any further performance of those of its obligations which are affected by the Force Majeure Event for as long as (a) such Force Majeure Event continues and (b) the affected party continues to use reasonable efforts to recommence performance whenever and to whatever extent possible without delay.

Upon the occurrence of a Force Majeure Event, the affected party shall promptly notify the other by telephone (to be confirmed by written notice within five (5) days of the inception of the failure or delay) of the occurrence of a Force Majeure Event and shall describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event prevents the Company from performing its obligations for more than fifteen (15) days, the

City shall have the right to terminate the Contract by written notice to the Company.

Notwithstanding anything contained herein to the contrary, strikes, slow-downs, walkouts, lockouts, and industrial disputes of the Company or its subcontractors shall not constitute "Force Majeure Events" and are not excused under this provision. Nothing in the preceding Force Majeure provisions shall relieve the Company of any obligation it may have regarding disaster recovery, whether under the Contract or at law.

42 CONFIDENTIALITY.

42.1 DEFINITIONS. As used in this Contract, The term "Confidential Information" shall mean any information, in any medium, whether written, oral or electronic, not generally known in the relevant trade or industry, that is obtained from the City or any of its suppliers, contractors or licensors which falls within any of the following general categories:

42.2 Trade secrets. For purposes of this Contract, trade secrets consist of information of the City or any of its suppliers, contractors or licensors: (a) that derives value from being secret; and (b) that the owner has taken reasonable steps to keep confidential. Examples of trade secrets include information relating to proprietary software, new technology, new products or services, flow charts or diagrams that show how things work, manuals that tell how things work and business processes and procedures.

42.3 Information of the City or its suppliers, contractors or licensors marked "Confidential" or "Proprietary."

42.4 Information relating to criminal investigations conducted by the City, and records of criminal intelligence information compiled by the City.

42.5 Information contained in the City's personnel files, as defined by N.C. Gen. Stat. 160A-168. This consists of all information gathered by the City about employees, except for that information which is a matter of public record under North Carolina law.

42.6 Citizen or employee social security numbers collected by the City.

42.7 Computer security information of the City, including all security features of electronic data processing, or information technology systems, telecommunications networks and electronic security systems. This encompasses but is not limited to passwords and security standards, procedures, processes, configurations, software and codes.

42.8 Local tax records of the City that contains information about a taxpayer's income or receipts.

42.9 Any attorney / client privileged information disclosed by either party.

42.10 Any data collected from a person applying for financial or other types of assistance, including but not limited to their income, bank accounts, savings accounts, etc.

42.11 The name or address of individual home owners who, based on their income, have received a rehabilitation grant to repair their home.

42.12 Building plans of City-owned buildings or structures, as well as any detailed security plans.

42.13 Billing information of customers compiled and maintained in connection with the City providing utility services

42.14 Other information that is exempt from disclosure under the North Carolina public records laws.

Categories 42.1 through 42.13 above constitute "Highly Restricted Information," as well as Confidential Information. The Company acknowledges that certain Highly Restricted Information is subject to legal restrictions beyond those imposed by this Contract, and agrees that: (a) all provisions in this Contract

applicable to Confidential Information shall apply to Highly Restricted Information; and (b) the Company will also comply with any more restrictive instructions or written policies that may be provided by the City from time to time to protect the confidentiality of Highly Restricted Information.

The parties acknowledge that in addition to information disclosed or revealed after the date of this Contract, the Confidential Information shall include information disclosed or revealed within one year prior to the date of this Contract.

43. RESTRICTIONS. Company shall keep the Confidential Information in the strictest confidence, in the manner set forth below:

43.1 Company shall not copy, modify, enhance, compile or assemble (or reverse compile or disassemble), or reverse engineer Confidential Information, except as authorized by the City in writing.

43.2 Company shall not, directly or indirectly, disclose, divulge, reveal, report or transfer Confidential Information to any third party, other than an agent, subcontractor or vendor of the City or Company having a need to know such Confidential Information for purpose of performing work contemplated by written agreements between the City and the Company, and who has executed a confidentiality agreement incorporating substantially the form of this the Contract. Company shall not directly or indirectly, disclose, divulge, reveal, report or transfer Highly Restricted to any third party without the City's prior written consent.

43.3 Company shall not use any Confidential Information for its own benefit or for the benefit of a third party, except to the extent such use is authorized by this Contract or other written agreements between the parties hereto, or is for the purpose for which such Confidential Information is being disclosed.

43.4 Company shall not remove any proprietary legends or notices, including copyright notices, appearing on or in the Confidential Information.

43.5 Company shall use reasonable efforts (including but not limited to seeking injunctive relief where reasonably necessary) to prohibit its employees, vendors, agents and subcontractors from using or disclosing the Confidential Information in a manner not permitted by this Contract.

43.6 In the event that any demand is made in litigation, arbitration or any other proceeding for disclosure of Confidential Information, Company shall assert this Contract as a ground for refusing the demand and, if necessary, shall seek a protective order or other appropriate relief to prevent or restrict and protect any disclosure of Confidential Information.

43.7 All materials which constitute, reveal or derive from Confidential Information shall be kept confidential to the extent disclosure of such materials would reveal Confidential Information, and unless otherwise agreed, all such materials shall be returned to the City or destroyed upon satisfaction of the purpose of the disclosure of such information.

43.8 Company shall restrict employee access to the Confidential Information to those employees having a need to know for purposes of their jobs.

43.9 Company shall take reasonable measures to prevent the use or disclosure of Confidential Information by its employees in a manner not permitted by this Contract. The Company shall have each of its employees who will have access to the Confidential Information sign a confidentiality agreement which provides the City and its vendors, licensors, subcontractors, employees and taxpayers the same level of protection as provided by this Contract.

44. EXCEPTIONS. The City agrees that Company shall have no obligation with respect to any Confidential Information that the Company can establish:

44.1 Was already known to Company prior to being disclosed by the City;

44.2 Was or becomes publicly known through no wrongful act of Company;

44.3 Was rightfully obtained by Company from a third party without similar restriction and without breach hereof;

44.4 Was used or disclosed by Company with the prior written authorization of the City;

44.5 Was disclosed pursuant to the requirement or request of a governmental agency, which disclosure cannot be made in confidence, provided that, in such instance, Company shall first give to the City notice of such requirement or request;

44.6 Was disclosed pursuant to the order of a court of competent jurisdiction or a lawfully issued subpoena, provided that the Company shall take reasonable steps to obtain an agreement or protective order providing that this Contract will be applicable to all disclosures under the court order or subpoena.

45. MISCELLANEOUS

45.1 ENTIRE AGREEMENT. This Contract, including all Exhibits and Attachments constitute the entire agreement between the parties with respect to the subject matter herein. There are no other representations, understandings, or agreements between the parties with respect to such subject matter. This Contract supersedes all prior agreements, negotiations, representations and proposals, written or oral. Notwithstanding the forgoing, the parties agree that the ITB and the Bid are relevant in resolving any ambiguities that may exist with respect to the language of this Contract

45.2 AMENDMENT. No amendment or change to this Contract shall be valid unless in writing and signed by the party against whom enforcement is sought. Amendments that involve or increase in the amounts payable by the City may require execution by a Department Director, the City Manager, or an Assistant City Manager; depending on the amount. Some increases may also require approval by City Council.

45.3 GOVERNING LAW AND JURISDICTION. North Carolina law shall govern the interpretation and enforcement of this Contract, and any other matters relating to this Contract (all without regard to North Carolina conflicts of law principles). All legal actions or other proceedings relating to this Contract shall be brought in a state or federal court sitting in Mecklenburg County, North Carolina. By execution of this Contract, the parties submit to the jurisdiction of such courts and hereby irrevocably waive any and all objections which they may have with respect to venue in any court sitting in Mecklenburg County, North Carolina.

45.4 BINDING NATURE AND ASSIGNMENT. This Contract shall bind the parties and their successors and permitted assigns. Neither party may assign this Contract without the prior written consent of the other. Any assignment attempted without the written consent of the other party shall be void. For purposes of this Section, a Change in Control, as defined in Section 42.8 constitutes an assignment.

45.5 SEVERABILITY. The invalidity of one or more of the phrases, sentences, clauses or sections contained in this Contract or the Exhibits shall not affect the validity of the remaining portion of this Contract or Exhibits so long as the material purposes of this Contract can be determined and effectuated. If any provision of this Contract or Exhibit is held to be unenforceable, then both parties shall be relieved of all obligations arising under such provision, but only to the extent that such provision is unenforceable, and this Contract shall be deemed amended by modifying such provision to the extent necessary to make it enforceable while preserving its intent.

45.6 NO PUBLICITY. No advertising, sales promotion or other materials of the Company or its agents or representations may identify or reference this Contract or the City in any manner without the prior written consent of the City. Notwithstanding the forgoing, the parties agree that the Company may list the City as a reference in responses to requests for proposals, and may identify the City as a customer in presentations to potential customers.

45.7 WAIVER. No delay or omission by either party to exercise any right or power it has under this Contract shall impair or be construed as a waiver of such right or power. A waiver by either party of any covenant or breach of this Contract shall not constitute or operate as a waiver of any succeeding breach of that covenant or of any other covenant. No waiver of any provision of this Contract shall be effective unless in writing and signed by the party waiving the rights.

45.8 CHANGE IN CONTROL. In the event of a change in "Control" of the Company (as defined below), the City shall have the option of terminating this Contract by written notice to the Company. The Company shall notify the City within ten days of the occurrence of a change in control. As used in this Contract, the term "Control" shall mean the possession, direct or indirect, of either (i) the ownership of or ability to direct the voting of, as the case may be fifty-one percent (51%) or more of the equity interests, value or voting power in the Company or (ii) the power to direct or cause the direction of the management and policies of the Company whether through the ownership of voting securities, by contract or otherwise.

45.9 NO BRIBERY. The Company certifies that neither it, any of its affiliates or subcontractors, nor any employees of any of the forgoing has bribed or attempted to bribe an officer or employee of the City in connection with this Contract.

45.10 FAMILIARITY AND COMPLIANCE WITH LAWS AND ORDINANCES. The Company agrees to make itself aware of and comply with all local, state and federal ordinances, statutes, laws, rules and regulations applicable to the Services. The Company further agrees that it will at all times during the term of this Contract be in compliance with all applicable federal, state and/or local laws regarding employment practices. Such laws will include, but shall not be limited to workers' compensation, the Fair Labor Standards Act (FLSA), the Americans with Disabilities Act (ADA), the Family and Medical Leave Act (FMLA) and all OSHA regulations applicable to the work.

45.11 TAXES. The Company shall pay all applicable federal, state and local taxes which may be chargeable against the Products and/or Services.

45.12 SURVIVAL OF PROVISIONS: Those Sections of the Contract and the Exhibits, which by their nature would reasonably be expected to continue after the termination of the Contract shall survive the termination of the Contract, including but not limited to the following:

Section 3	"Term"
Section 4.3	"Employment Taxes and Employee Benefits"
Section 13	"General Warranties"
Section 14	"Additional Representations and Warranties"
Section 22	"Guarantee"
Section 28	"Other Remedies"
Section 29	"Termination"
Section 33	"Insurance"
Section 34	"Indemnification"
Section 39	"Notices"
Section 42	"Confidentiality"
Section 45	"Miscellaneous"

45.13 NON-APPROPRIATION OF FUNDS. If City Council does not appropriate the funding needed by the City to make payments under this Contract for a given fiscal year, the City will not be obligated to pay amounts due beyond the end of the last fiscal year for which funds were appropriated. In such event, the City will promptly notify the Company of the non-appropriation and this Contract will be terminated at the end of the last fiscal year for which funds were appropriated. No act or omission by the City, which is attributable to non-appropriation of funds shall constitute a breach of or default under this Contract.

45.14 E-VERIFY. Company shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes, and shall require each of its subcontractors to do so as well.

45.15 IRAN DIVESTMENT ACT. Company certifies that: (i) it is not identified on the Final Divestment List or any other list of prohibited investments created by the NC State Treasurer pursuant to N.C.G.S. 147-86.58; (ii) it will not take any action causing it to appear on any such list during the term of this Contract; and (iii) it will not utilize any subcontractor that is identified on any such list to provide goods or services hereunder.

45.16 PRE-AUDIT. No pre-audit certificate is required under N.C. Gen. Stat. 159-28(a) because this Contract is for an indefinite quantity with no minimum purchase requirement. Notwithstanding anything contained herein to the contrary, this Contract does not require the City to purchase a single product or service, and a decision by the City to not make any purchase hereunder will violate neither this Contract nor any implied duty of good faith and fair dealing. The City has no financial obligation under this Contract absent the City's execution of a valid and binding purchase order or contract addendum containing a pre-audit certificate."

45.17 UNIFORM ADMINISTRATIVE REQUIREMENTS
By entering into this Contract, the Company agrees to comply with all applicable provisions of *Title 2, Subtitle A, Chapter II, Part 200* – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards *contained in Title 2 C.F. R. § 200 et seq.*

45.18 COUNTERPARTS.
This Contract may be executed in any number of counterparts, all of which taken together shall constitute one single agreement between the parties.

[Signature Page Follows]

IN WITNESS WHEREOF, and in acknowledgment that the parties hereto have read and understood each and every provision hereof, the parties have caused this Contract to be executed on the date first written above.

PLAYCORE WISCONSIN, INC. D/B/A GAMETIME:

BY: Robert V. Barron

PRINT NAME: ROBERT V. BARRON

TITLE: SENIOR V. P. of SALES

DATE: 05-03-2017

CITY OF CHARLOTTE
CITY MANAGER'S OFFICE:

BY: Laundy A. Harrington

PRINT NAME: Laundy Harrington

TITLE: CFO

DATE: 5/15/17

CITY OF CHARLOTTE
RISK MANAGEMENT DIVISION:

BY:

PRINT NAME: Christee Gibson

TITLE: Ins Mgr

DATE: 5/11/17

AGENDA ITEM REVIEW FORM

Special City Council Meeting **5. A.**

Meeting Date: 12/23/2019

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

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

Action Requested: Motion

ITEM:

Discussion and possible action on any and all matters regarding the appointment of Council Member Jose Ponce to serve on the Regional Council on Aging - Area Agency on Aging Advisory Council of the Western Arizona Council of Governments (WACOG). **(Francia Alonso, Assistant to Mayor and Council/PIO)**

SUMMARY:

The Regional Council on Aging (RCOA) functions as the Area Agency on Aging Advisory Council. This body advises on areas of program needs and provides leadership, advocacy, and activism on issues that affect the lives of older adults. The Area Agency on Aging promotes the well-being of the population in the years and decades beyond age 60, as well as family caregivers and adults with disabilities. In the home and community, the programs and services enhance the health, independence, and dignity of the aging population.

The City Clerk's Office has been informed that currently there is a vacancy on the Western Arizona Council of Governments Regional Council on Aging (RCOA) - Area Agency on Aging Advisory Council. Council Member Jose Ponce has expressed his interest on this board.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO APPOINT COUNCIL MEMBER JOSE PONCE TO THE REGIONAL COUNCIL ON AGING AS PRESENTED.

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):

N/A

Attachments

RCOA - Roster
Calendar

1235 S Redondo Center Drive
Yuma, AZ 85365
928-782-1886
928-329-4248 FAX
1-800-782-1886
www.WACOG.com

WACOG
Western Arizona Council of Governments

208 North 4th Street
Kingman, AZ 86401
928-753-6247
928-753-7038 FAX

Strengthening Communities, Empowering People

Regional Council on Aging (RCOA)
Area Agency on Aging
Membership Roster

The RCOA By-Laws state that the RCOA shall consist of 17 members, with 51% made up of 61 years of age or older, to include minority individuals. Membership of the Council will be comprised of: (1) one Supervisor from each County (or appointee); (2) a representative of an organized active group that represents and advocates on behalf of senior interests (appointed at large; (3) by application, one from each county), one city council member (or appointee) from each incorporated municipality (Parker, Quartzsite, Kingman, Bullhead City, Lake Havasu City, Yuma, Somerton, San Luis, & Wellton); (4) one representative who will represent the interest of Veterans age 60 and over; and (5) one representative from the Governor's Council on Aging.

Representing	Member	Alternate
Governor's Advisory	*VACANT*	
County Supervisor:		
La Paz County	D.L. Wilson	Mary J (Dolly) Francis
Mohave County	Jean Bishop	
Yuma County	Lynne Pancrazi	
Senior Groups:		
La Paz County	Vivian Hartless	
Mohave County	Debera Daugherty	
Yuma County	*VACANT*	
City Council Members:		
Parker	Frank Savino	
Quartzsite	Beverly Cunningham TBA 9/17/19	
Kingman	Sue Ann Keener	
Lake Havasu City	Donna McCoy	
Bullhead City	Kathleen Bruck	
Yuma	Karen Watts	
Somerton	Martha Garcia	
San Luis	*VACANT*	
Wellton	Vickie Bornt (Representative)	
Veterans	*VACANT*	

WACOG Regional Council on Aging (RCOA) – 2019 Meeting Calendar

JANUARY

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27	28	29	30	31		

FEBRUARY

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APRIL

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AUGUST

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SEPTEMBER

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NOVEMBER

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DECEMBER

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2019

WACOG Regional Council on Aging (RCOA) – 2019 Meeting Calendar

RCOA Meeting Calendar

Fiscal Year 2018-2019

Meeting Date	Meeting Location	Meeting Time
09/18/18	Senior Center Parker	10:00 am – 12:00 pm
11/20/18	Senior Center Parker	10:00 am – 12:00 pm
~~02/19/19~~ 02/12/19	Senior Center Parker	10:00 am – 12:00 pm
04/16/19	Senior Center Parker	10:00 am – 12:00 pm
06/18/19	Senior Center Parker	10:00 am – 12:00 pm

Fiscal Year 2019-2020

Meeting Date	Meeting Location	Meeting Time
09/17/19	Senior Center Parker	10:00 am – 12:00 pm
11/19/19	Senior Center Parker	10:00 am – 12:00 pm
02/18/20	Senior Center Parker	10:00 am – 12:00 pm
04/21/20	Senior Center Parker	10:00 am – 12:00 pm
06/16/20	Senior Center Parker	10:00 am – 12:00 pm

AGENDA ITEM REVIEW FORM

Special City Council Meeting **5. B.**

Meeting Date: 12/23/2019

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

Submitted By: Liliana Evangelista, Administrative Coordinator, Public Works Department

Action Requested: Motion

ITEM:

Discussion and possible action on any and all matters regarding EcoVerde EG-Mini Skid Odor Control System for East Mesa Lift Station. **(Eulogio Vera, Director of Public Works)**

SUMMARY:

East San Luis has been experiencing significant residential growth as well as some commercial and industrial construction. The existing and new developments' wastewater in that area, in addition to diverted flows from the Juan Sanchez Diversion Lift Station, enter the East San Luis Lift Station and generates the need for an odor control unit to minimize odor control issues.

The EcoVerde EG-Mini Skid Odor Control System for the East Mesa Lift Station is being recommended by staff to solve the hydrogen sulfide issue, which generates sewer nuisance odor. This system is low energy consumption and low maintenance for our operations. The purchase would be in the amount of $78,610.00, which includes installation, training, startup, and a 15-year warranty on the media.

The Vapex system that the city has for other areas would require building out the lift system to protect against corrosion. Staff analyzed what other cities were using to determine the best fit for our situation and the lowest maintenance cost. EcoVerde has only one licensed vendor for the State of Arizona. So this is like a sole source. In addition to the cost of going out to bid for this situation, it would require the cost of staff creating the specification so that we could compare equal types of systems. Since the staff has researched how Eco Verde is working, the bidding process will not likely result in a better price or better system for the city. Therefore staff requests that the City Council waive formal purchase procedures as is permitted under City Code-Purchasing Section 36.01(H)

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO WAIVE FORMAL PURCHASING PROCEDURES AND APPROVE THE PURCHASE OF THE EcoVerde SYSTEM IN THE AMOUNT OF $78,610.00 AS PRESENTED.

N/A

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:	YES
CITY/STATE/FEDERAL FUNDS:	78,610.00
TOTAL:	78,610.00
BUDGETED AMOUNT:	116,000.00
AVAILABLE AMOUNT TO TRANSFER:	N/A

ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE: Capital Outlay-Equipment 310-311-90000

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

Capital Outlay-Equipment 310-311-90000 - $116,000.00

Attachments

ecoVerde Odor Control System

Goble Sampson Associates Inc.







A PROUD MEMBER OF THE NATIONAL MINORITY SUPPLIER DEVELOPMENT COUNCIL.

All the information set forth in this document is confidential and/or proprietary. It has been prepared for the recipient's use in considering the purchase of the equipment as described herein. Transmission of any part of this information to others is expressly prohibited without EcoVerde's prior written consent.

CERTIFIED BY NMSDC 2015

December 17, 2019
Proposal # 1879Rev1

Subject: EcoVerde EG-Mini Skid Odor Control System for Mesa LS, San Luis AZ

Mr. Gonzalez,

EcoVerde is pleased to present a proposal for an EG-Mini Biological Odor Control system for the above referenced project. We are an experienced manufacturer of odor control equipment using vapor phase treatment of hydrogen sulfide/odor/other pollutants. Our proven systems are guaranteed to lower costs and eliminate odors while operating with the lowest carbon footprint available. The EcoVerde EG-t Series is a dual-technology scrubber that provides industry leading H_2S removal efficiencies by utilizing a unique design. By increasing both contact and residence time within the same physical footprint, we guarantee the most effective and comprehensive biological H_2S and odor removal system on the market.

EcoVerde's Synthetic Media which has the following advantages/properties:

- **15-year warranty** – longest amongst competitors
- No need to acid wash or clean even with extreme high H_2S concentrations
- Lowest water consumption in the market
- Even airflow distribution = removal rates ≥99% H_2S

Additional benefits of this cutting edge EG system are:

- Low installation, operation, and maintenance costs
- Convenient 'all-in-one' system
- Low carbon footprint
- Extremely low power consumption
- Self-sustainable synthetic media
- No media replacements or additions required

The following outlines the details of the system EcoVerde proposes for this site. It also provides system sizing, system warranties, and a performance table. Thank you for the opportunity to work with you.

Sincerely,



Luis Uribe
EcoVerde, LLC.

Table of Contents:

1. Design Criteria
2. Estimated Annual Utility Requirements
3. EcoVerde's Equipment Scope of Supply
4. System Warranty
5. System Pricing
6. Sample Picture

1. Performance Table

	Project: Mesa, LS **System: EG-Mini**			
Performance Design				
Average H_2S Removal	%	≥ 99 %		or outlet < 0.5 ppm*
Odor Removal	%	>90 %		
Drain Water	pH	1.7-2.4		Lower H_2S ppm yields higher pH drain water
Design Parameters	**Units**	**Range**		**Comments**
Airflow (24/7)	CFM	40	150	Design for 130 cfm
Estimated H_2S concentration inlet	ppm	10	120	Average TBD
Process Air Temperature	°F	40	120	
Relative Humidity	%	60	100	
The air should be free from dust, grease and oil particles, etc. It is assumed that the air supply is continuous, 24 hours a day, 7 days a week and that the design criteria above referenced is met. *Heated air might be necessary if the process air temperature falls below the above stated parameters.*				
Utilities				
Water Quality	Potable or ***Non-Chlorinated*** Effluent - depending on site			
Required Flow Rate	gpm	10		*intermittent*
Water Pressure- dynamic	psi	20		
System Pressure Drop	" WC	< 1"		**

Notes

- *The system guarantees ≥99% average H_2S removal or 0.5ppm max out when inlet is lower than 10 ppm. System drain pH must be maintained between 1.75 and 2.50.*
- *≥99% H_2S removal is guaranteed for up to two (2) times the average inlet concentration.*

** The Owner must ensure that System is operated and maintained as verified through written records in accordance to Supplier's operation and maintenance manuals and within specified design criteria and performance table above.*

*** Not including any pressure drop created by ductwork upstream of the blower.*

Irrigation water - quality required for an EG System:

Water	Effluent*
pH	6-8
Temp. Avg.	65 – 77° F (20-25° C)
Temp. Min/Max	59 – 99° F (15-37° C)
Property	**Limits**
COD	< 100 mg O_2/L
BOD	< 30 mg O_2/L
N_{tot}	= 2-20 mg N/L
P_{tot}	= 1-5 mg P/L
Chlorine	**< 1 ppm (total Chlorine; e.g. Cl_2, OCl)**
TSS	< 10 mg/L
Salts	< 2000 ppm (e.g. NaCl, KCl)
Hardness	< 400 mg $CaCO_3$ (operated at pH = 2)

**If using potable water, the need to add EG-Assist nutrients to the system will be required to meet the performance specifications provided. If Chlorine levels are <1ppm, a carbon filter should be installed before the water cabinet.*

2. Estimated Operational Expenditures:

Parameter	Value	Notes
Operations and Maintenance Labor	Approx. 30 mins/week	
BTF Media (First Stage)	15 yr warranty	**No maintenance or replacement needed.**
Required Water Supply	10 GPM at 20 PSI Dynamic	Water use is intermittent.
Total Daily Water Use	± 792 GPD	Daily water use is proportional to the H_2S concentration and is based on 150 ppm on average. Estimate is based on using recirculation water for 25% of the time.
Nutrient Consumption*	± 20 – 30 lbs./55-Gal Drum	*If potable water is used. The pounds of nutrients will depend on the H2S conc. level. Cost of nutrients will be $12/ lbs.

3. EcoVerde's Scope of Supply

(One Skid including the following items)

- **One (1) EG-Mini System:**

The vessel (4'-6"diameter x 8' height approx.) is constructed with HDPE with UV and Corrosion resistance. Tank includes all 316 S.S. hardware and EPDM gaskets, an FRP air distribution system, FRP grating to support the media, and HDPE stack. The structured synthetic media provides a contact time of approximately 24 seconds to treat all odorous compounds at maximum airflow rate.

- **One (1) Electrical Control Panel:**

The standard electrical controls include an HMI/PLC to monitor the system and all necessary components for proper functioning of the system. The panel comes prewired/preassembled and integral to the system. All electronic components are housed in a NEMA 4X enclosure and rated for class 1 division 2 environments. (it is recommended to shade the cabinet and face north).

- **One (1) Water Cabinet:**

The standard water controls include one Class 1 Division 2 solenoid valve, a flow meter, ball valves, diaphragm valve, a water pressure gauge, a nutrient metering pump, nutrient tank, and a recirculation pump.

- **One (1) blower:**

One (1) PP blower capable of up to 130 cfm with 2" W.C.

- **Lot of Ductwork and damper valve:**

6" ductwork including damper valve from the blower to the odor control system.

- **Start-up of Equipment and Training:**

A factory trained Field Service Engineer will be available for two (2) days for training and start-up of the system. Equipment training will coincide with start-up.

- **Freight:**

FOB – Factory – Prepaid to Jobsite

- **Freight:**

Four manhole inserts with carbon pillows for manhole odor control.

- **Lead Time:**

2- 3 weeks ARO

Items required that MUST be provided by others:

- **One (1) level pad:**
  Used for placement of the skid
- **Electrical:**
  Single phase 120/240V power must be available and brought to the EG ECP and blower.
- **Ductwork/ Plumbing/ Installation hardware:**
  6" ductwork from the foul air source to blower. Related accessories/supports/hardware/anchors
  2" PVC pipe from the drain of the system p-trap to the termination point.
  1" fresh water supply line to the system water cabinet with a pressure reducing valve if necessary.
- **Fresh Raw Activated Sludge (RAS):**
  Client will provide and add fresh RAS to the system sump for the first three (3) days of start-up or as instructed by EcoVerde.
- **Supply Water:**
  Non-Chlorinated Potable or other water that meets quality standards available at all times at 40-75psi static and capable of sustaining an intermittent flow of 10gpm @ 15PSI.
- **System shipment/ offloading/ installation:**
  Client will provide means to unload, place, and anchor the EG system on site.

4. Warranties:

System Warranty

EcoVerde's products are warranted against defects in material and workmanship for a period of twelve (12) months after start-up. In the event it is determined that a defect exists in such equipment, EcoVerde's sole obligation shall be to repair or replace the defective equipment.

Synthetic Media Warranty

The Owner must ensure that System is operated and maintained in accordance with specified design criteria through written records and in accordance with the instructions provided in the Supplier's operation and maintenance manuals. EcoVerde warrants the synthetic media against defects in material and workmanship for a period of fifteen (15) years from equipment delivery. In the event it is determined that a defect exists in the media, EcoVerde's sole obligation shall be to repair or replace the defective media. For this warranty item to be fulfilled, a completed logbook (Sample Logbook for the EcoVerde Odor Control System) must be filled out, up-to-date, and in accordance with the Operations and Maintenance manual.

Performance Warranty

The Owner must ensure that System is operated and maintained as verified through written records in accordance with specified design criteria and in accordance with the instructions provided in the Supplier's operation and maintenance manuals. The performance warranty is based upon the design parameters and a performance test. The warranty is subject to validation of operation of the equipment in accordance with EcoVerde's Operation and Maintenance Manual, and Equipment Startup and Operator training being performed by an EcoVerde service engineer.

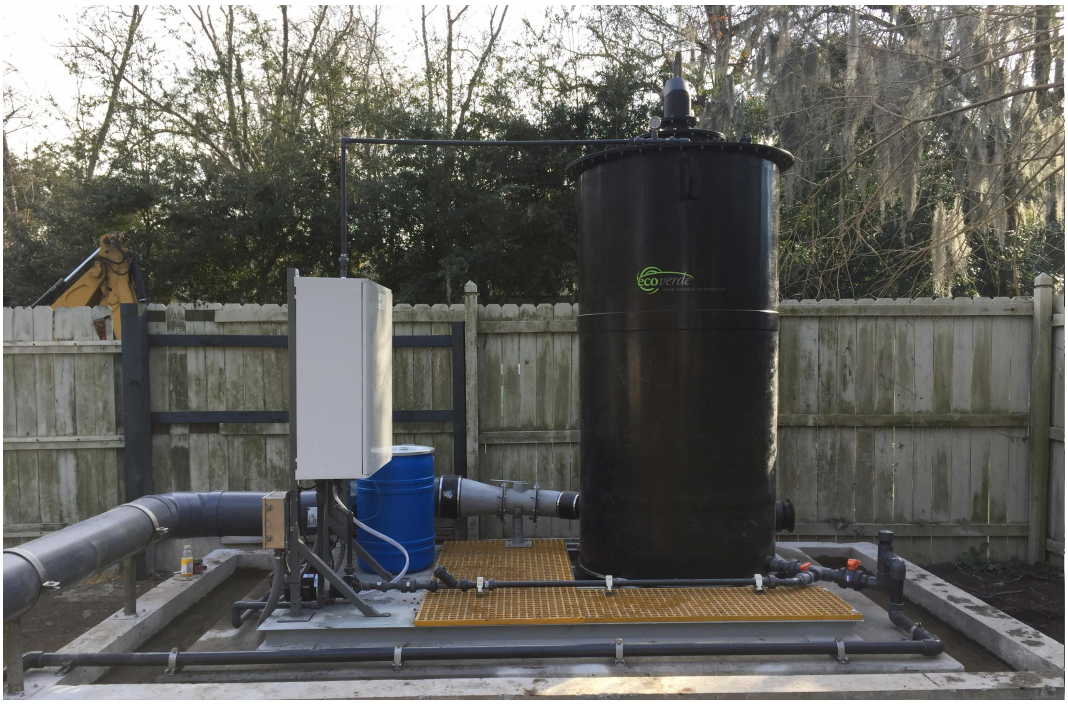
5. System Pricing: ----------$78,610.00

- ↳ The total price includes sales, use or any other taxes, duties or permit fees ("Taxes") associated with the purchase of this Equipment. Purchaser shall be responsible for payment of all taxes.
- ↳ No retainage is contemplated in this price.
- ↳ Prices are valid for 60 days from the date of this proposal.
- ↳ This price is based on EcoVerde's Standard Payment Terms depicted below.

Standard Payment Terms:

- 10% with Purchase Order
- 20% with Approved Engineering
- 60% at Delivery
- 10% NET ten (10) days after equipment startup and training but no longer than 60 days after delivery.

6. Sample Picture



ECOVERDE, LLC. STANDARD TERMS AND CONDITIONS OF SALE

Applicable Terms. These terms govern the purchase and sale of the equipment and related services. If any (collectively, "Equipment"), referred to in Seller's purchase order, quotations, proposal or acknowledgement, as the case may be ("Seller's Documentation"). Whether those terms are included in an offer or an acceptance by Seller, such offer or acceptance is conditions on Buyer's assent to these terms. Seller rejects all additional or different terms in any of Buyer's forms or documents.

Payment. Buyer shall pay Seller the full purchase price as set forth in Seller's Documentation. Unless Seller's Documentation provides otherwise, freight, storage, insurance and all taxes, duties or other governmental charges relating to the Equipment shall be paid by Buyer. If Seller is required to pay any such charges, Buyer shall immediately reimburse Seller. All payments are due within 14 days after receipt of invoice. Buyer shall be charged the lower of 1.5% interest per month or the maximum legal rate on all amounts not received from the date of the invoice until the date on which such invoice is paid and shall pay all of Seller's reasonable costs (including attorney's fees) of collecting amounts due but unpaid. All orders are subject to credit approval.

Delivery. The Delivery date set forth in the Proposal is the Seller's best estimate when the Equipment will be available for the carrier and shall not be deemed to represent a fixed or guaranteed delivery date. Unless Seller's Documentation provides otherwise, deliver terms are F.O.B. Seller's facility. Delivery shall be deemed to have been made when Seller place the Equipment in the possession of a carrier selected by Buyer (or Seller with Buyer's approval) at which time Buyer shall bear the risk of loss for the Equipment. If conditions do not permit immediate

installation, storage of FRP materials as well as all other products delivered by Seller must be in accordance with instructions included in Seller's O&M. Seller assumes no liability and expressly disclaims responsibility for any loss or damage, direct, indirect or consequential, due to improper storage.

Ownership of Materials. All devices, designs (including drawings, plans, specifications, and manuals), estimates, prices, notes, electronic data and other documents or information prepared or disclosed by Seller, and all related intellectual property rights, shall remain Seller's property. Seller grants Buyer a non-exclusive, non-transferable license to use any such material solely for Buyer's use of the Equipment. Buyer shall not disclose any such material to third parties without Seller's prior written consent.

Changes. Seller shall not implement any changes in the scope of work described in Seller's Documentation unless Buyer and Seller agree in writing to the details of the change and any resulting price, schedule or other contractual modifications. This includes any changes necessitated by a change in applicable law occurring after the effective date of any contract including these terms.

Seller's Liability for Shortages, Delivery of Improper Material or Deliver of Damages or Defective Material. The buyer agrees to carefully check material upon unloading at destination. No claims for shortages or delivery of improper material shall be recognized by seller unless written notice with accompanying photos of the material specifying in detail the nature and extent of the shortage, effect, or damage is mailed or emailed to Seller within ten (10) days from receipt. In no case shall Seller pay or be liable for any claims resulting from the use of the Buyer or improper material or use by the Buyer of having material apparent defects or damages when installed by the buyer.

Cancelation. In the event that any order is canceled, either in whole or in part, the Buyer shall pay to the Seller all of the cost incurred by the Seller incident to such cancellation, including, but not limited to engineering costs, costs of special tools, equipment and raw material plus 30% thereof for restocking or cancellation fees. In addition thereto, the Buyer shall pay the unit price for all items of special manufacture completed before the seller receives notice of cancellation.

LIMITATION OF LIABILITY. NOTWITHSTANDING ANYTHING ELSE TO THE CONTRARY, SELLER SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE OR OTHER INDIRECT DAMAGES, AND SELLER'S TOTAL LIABILITY ARISING AT ANY TIME FROM THE SALE OR USE FO THE EQUIPMENT SHALL NOT EXCEED THE PURCHASE PRICE PAID FOR THE EQUIPMENT. THESE LIMITATIONS APPLY WHETHER THE LIABILITY IS BASED ON CONTRACT, TORT, STRICT LIABILITY OR ANY OTHER THEORY.

Miscellaneous. If these terms are issued in connection with a government contract, they shall be deemed to include those federal acquisition regulations that are required by law to be included. The parties specifically exclude the provisions of the United Nations Convention On Contracts For the International Sale of Goods. These terms, together with any quotations, purchase order or acknowledgement issues or signed by the Seller, comprise the complete and exclusive statement of the agreement between the parties ("The Agreement") and supersede any terms contained in Buyer's documents, unless separately signed by Seller. No part of the Agreement may be changed or cancelled except by a written document signed by Seller and Buyer. No course of dealing or performance, usage of trade or failure to enforce any term shall be used to modify the Agreement. If any of these terms is unenforceable, such term shall be limited only to the extent necessary to make it enforceable, and all other terms shall remain in full force and effect. Buyer may not assign or permit any other transfer of the Agreement without Seller's prior written consent.

Governing Law. This Agreement and the rights of the parties hereunder shall be interpreted in accordance with the laws of the State of Arizona, and all rights and remedies shall be governed by such laws without regard to any provision that would result in the application of the laws of any other state or jurisdiction.

GOBLE SAMPSON ASSOCIATES INC.

November 17, 2019



City of San Luis
Attn: Eulogio Vega -Public Works Director
1090 E. Union St.
San Luis, AZ 85349

Subject: East Mesa Lift Station, Odor Control RE: Sole Source Letter for the State of Arizona

Dear Mr. Vega:

The EG/EG-T Bio-Trickling Filter odor control system is an Ecoverde proprietary design. Goble Sampson is the sole authorized representative to sell our products for the wastewater industry in the State of Arizona and New Mexico

EcoVerde address:

EcoVerde, LLC
2315 E. Washington St.
Phoenix, AZ 85034
Contact: Luis Uribe
LUL@ecoverdetechnologies.com

Goble Sampson address:

Goble Sampson
1745 S. Alma School Rd., Suite 275
Mesa, Arizona 85210
Contact: John Deogracias
jdeogracias@goblesampson.com

Sincerely,

John Deogracias
GOBLE SAMPSON ASSOCIATES, INC.

AGENDA ITEM REVIEW FORM

Special City Council Meeting **5. C.**

Meeting Date: 12/23/2019

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

Submitted By: Liliana Evangelista, Administrative Coordinator, Public Works Department

Action Requested: Motion

ITEM:

Discussion and possible action on any and all matters regarding the approval and ratification of the Taylor Engineering project for the Cesar Chavez Boulevard formerly known as Juan Sanchez Boulevard Extension to Levee 6" Waterline. **(Eulogio Vera, Director of Public Works)**

SUMMARY:

The city requested quotes for the installation of approximately 575 linear feet of 6" water main per initial estimate based on the approximate location of existing water lines. The original quote came in well under the $35,000.00, hence as allowed by our purchasing code, it was procured with quotes. Once the existing line was exposed, and all new installation was completed, we ended up with the following differences in quantities (also reflected on the attached final pay estimate):

- 3 additional square yards of asphalt removal and new pavement
- 1 less tapping sleeve
- 45 additional lineal feet of 6” water line
- 1 additional 6” gate valve
- 1 additional 6” 11 ¼ degree bend
- 2 additional 6” 45-degree bends
- 1 additional 6” 22 ½ degree bend
- 4 additional Mechanical Joint Restraints

Change Order Items - items not included in the original bid items but necessary for the completion of the project

- 1 pressure test (New to Bid Schedule as it was not originally included in the scope of work)
- 1 Hand Digging Work (New to Bid Schedule as it was necessary to find some of our own underground lines that we didn’t know the exact location and mechanical digging methods could not be used)

Taylor Engineering completed the project to meet the city’s needs, which included some additional quantities and some unforeseen work. Including the additional quantities and the change order work, the project total cost added up to $35,752.60, exceeding the amount allowed by Section (D) and (E) of the city procurement code through the quote process. Staff is requesting that the City Council waive formal procurement code per City Code-Purchasing Section 36.01(H) of the City of San Luis Code and ratify payments made to Taylor Engineering.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO WAIVE FORMAL PURCHASING PROCEDURES AND APPROVE RATIFICATION OF PAYMENT TO TAYLOR ENGINEERING, P.L.L.C. IN THE AMOUNT OF $35,752.60.

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 associated with this item.

Attachments

Final Payment Request
Proposal
Bid Tabulation
Quote Request

Contractor's Application for Payment No. 1

	Application Period: 05/19 - 06/19	Application Date: 6/5/2019
To (Owner): City of San Luis	From (Contractor): Taylor Engineering, P.L.L.C.	Via (Engineer): James Davey and Associates, Inc.
Project: Juan Sanchez Blvd. Extension to Levee 6" Waterline	Contract: $28,503.50	
Owner's Contract No.:	Contractor's Project No.:	JDA Project No.: CSL-16

Application For Payment

Additions/Deductions Summary

Approved Change Orders		
Number	Additions	Deductions
Item 16	Waterline Pressure Test ($1,280)	
Item 17	Hand Dig Utilitities (Not Shown on Plans) within WWTP ($900)	
Items 1-2, 4-7, 10-11, & 14	Addition/Deductions in Items 1-2, 4-7, 10-11, & 14 ($5,069.10)	
TOTALS		
NET CHANGE BY CHANGE ORDERS	$7,249.10	

1.	**ORIGINAL CONTRACT PRICE**	$ $28,503.50
2.	**Net changes**	$ $7,249.10
3.	**Current Contract Price**	$ $35,752.60
4.	**TOTAL WORK ACTUALLY COMPLETED TO DATE (Column F on Progress Estimate)**	$ $35,752.60
5.	**RETAINAGE**	
	a. X $35,752.60 **Work Completed**	$
6.	**AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c)**	$ $35,752.60
7.	**LESS PREVIOUS PAYMENTS (Line 6 from prior Application)**	$
8.	**AMOUNT DUE THIS APPLICATION**	$ $35,752.60
9.	**BALANCE TO FINISH, PLUS RETAINAGE (Column G on Progress Estimate + Line 5 above)**	$

Contractor's Certification

The undersigned Contractor certifies that to the best of its knowledge: (1) all previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with Work covered by prior Applications for Payment; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to Owner at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to Owner indemnifying Owner against any such Liens, security interest or encumbrances); (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective; and (4) Contractor further certifies that this Progress Payment and all future Progress Payments and the final payment are subject to availability of funds as more particularly described in the Contract.

By: Taylor Engineering, P.L.L.C. Date: 6/7/19

Payment of: $ $35,752.60
(Line 8 or other - attach explanation of the other amount)

is recommended by: James Davey (Engineer) 6/10/19 (Date)

Payment of: $ $35,752.60
(Line 8 or other - attach explanation of the other amount)

is approved by: Ely Vera (Owner) 6/13/19 (Date)

Approved by: _____ (Funding Agency (if applicable)) _____ (Date)

RECEIVED Dept. of Public Works JUN 13 2019 CITY OF SAN LUIS

CITY OF SAN LUIS
JUAN SANCHEZ BLVD EXTENSION TO LEVEE 6" WATERLINE PROJECT

Item No.	Description	Estimated Quantity	Unit	Unit Cost	Total Cost	Pay Period 1 - 05/19 to 06/19	
1	Saw Cut & Remove Existing Asphalt (Any Thickness)	64	SY	$ 15.00	$960.00	67	$1,005.00
2	Pavement Repair, 3"AC (1/2" MAG Mix) / 8"ABC	64	SY	$ 20.00	$1,280.00	67	$1,340.00
3	6"x6"x6" (MJxMJxFL) Tee with Thrust Block (City of Yuma Std 5-090, 5-100)	2	EA	$ 600.00	$1,200.00	2	$1,200.00
4	6"x6" Smith Blair Tapping Sleeve (or Approved Equal)	2	EA	$ 600.00	$1,200.00	1	$600.00
5	6" C900 Class 235 PVC Watermain	575	LF	$ 16.98	$9,763.50	620	$10,527.60
6	6" RW Gate Valve with Anchor (City of Yuma Std 5-110)	2	EA	$ 1,200.00	$2,400.00	3	$3,600.00
7	6" 11-1/4 Degree Bend With Thrust Block (City of Yuma Std 5-090, 5-100)	2	EA	$ 800.00	$1,600.00	3	$2,400.00
8	6" Blind Flange with 2" Tap	1	EA	$ 500.00	$500.00	1	$500.00
9	Air Release Valve and Manhole (City of Yuma Std 5-142)	1	EA	$ 1,500.00	$1,500.00	1	$1,500.00
10	6" 45 Degree Bend with Thrust Block (City of Yuma Std 5-090, 5-100)	1	EA	$ 800.00	$800.00	3	$2,400.00
11	6" 22-1/2 Degree Bend with Thrust Block (City of Yuma Std 5-090, 5-100)	1	EA	$ 800.00	$800.00	2	$1,600.00
12	Watermain Blow Off (City of Yuma Std 5-140)	1	EA	$ 1,200.00	$1,200.00	1	$1,200.00
13	Fire Hydrant (8' Away from Main) (City of Yuma Std 5-120) (Tee, Thrust Block, Valve and all Appurtenances)	1	EA	$ 2,500.00	$2,500.00	1	$2,500.00
14	6" Mechanical Joint Restraint	22	EA	$ 100.00	$2,200.00	26	$2,600.00
15	Adjust Existing Water Valve to Finished Grade with new Frame and Cover (City of Yuma Std 5-210)	1	EA	$ 600.00	$600.00	1	$600.00
✓ New 16	Pressure Testing (1 EA x $1280/EA = $1280)	1	LS	$ 1,280.00	$1,280.00	1.00	$1,280.00
✓ New 17	Hand Dig Within WWTP (Util Not Shown on Plans)	1	LS	$ 900.00	$900.00	1.00	$900.00
				TOTAL	$30,683.50		$35,752.60

Progress Estimate

Contractor's Progress Payment Application

For (contract):	City of San Luis Juan Sanchez Blvd. Extension to Levee 6" Waterline	Application Number:	1
Application Period:	05/19 - 06/19	Application Date:	6/5/2019

A		B	Work Completed		E	F		G
Item		Scheduled Value	C	D	Miscellaneous	Total Completed	%	Balance to Finish
Item No.	Item Description		From Previous Application (C+D)	This Period	(not in C or D) (column not used)	(C + D + E)	(F) B	(B - F)
1	Saw Cut & Remove Existing Asphalt (Any Thickness)	960.00		1,005.00		1,005.00	1.05	-45.00
2	Pavement Repair, 3"AC (1/2" MAG Mix) / 8"ABC	1,280.00		1,340.00		1,340.00	1.05	-60.00
3	6"x6"x6" (MJxMJxFL) Tee with Thrust Block (City of Yuma Std 5-090, 5-100)	1,200.00		1,200.00		1,200.00	1.00	
4	6"x6" Smith Blair Tapping Sleeve (or Approved Equal)	1,200.00		600.00		600.00	0.50	600.00
5	6" C900 Class 235 PVC Watermain	9,763.50		10,527.60		10,527.60	1.08	-764.10
6	6" RW Gate Valve with Anchor (City of Yuma Std 5-110)	2,400.00		3,600.00		3,600.00	1.50	-1,200.00
7	6" 11-1/4 Degree Bend With Thrust Block (City of Yuma Std 5-090, 5-100)	1,600.00		2,400.00		2,400.00	1.50	-800.00
8	6" Blind Flange with 2" Tap	500.00		500.00		500.00	1.00	
9	Air Release Valve and Manhole (City of Yuma Std 5-142)	1,500.00		1,500.00		1,500.00	1.00	
10	6" 45 Degree Bend with Thrust Block (City of Yuma Std 5-090, 5-100)	800.00		2,400.00		2,400.00	3.00	-1,600.00
11	6" 22-1/2 Degree Bend with Thrust Block (City of Yuma Std 5-090, 5-100)	800.00		1,600.00		1,600.00	2.00	-800.00
12	Watermain Blow Off (City of Yuma Std 5-140)	1,200.00		1,200.00		1,200.00	1.00	
13	Fire Hydrant (8' Away from Main) (City of Yuma Std 5-120) (Tee, Thrust Block, Valve and all Appurtenances)	2,500.00		2,500.00		2,500.00	1.00	
14	6" Mechanical Joint Restraint	2,200.00		2,600.00		2,600.00	1.18	-400.00
15	Adjust Existing Water Valve to Finished Grade with new Frame and Cover (City of Yuma Std 5-210)	600.00		600.00		600.00	1.00	
New 16	Pressure Testing (1 EA x $1280/EA = $1280)	1,280.00		1,280.00		1,280.00	1.00	
New 17	Hand Dig Within WWTP (Util Not Shown on Plans)	900.00		900.00		900.00	1.00	

April 4, 2019

Attn:
Eulogio Vera
Public Works Director
City of San Luis

Phone: 928.341.8577
Email: evera@cityofsanluis.org

Project: Juan Sanchez Blvd. Water Line Extension to the West Wastewater Treatment Plant
In response to your request, Taylor Engineering P.L.L.C. is pleased to provide this bid proposal in accordance with the solicitation documents detailed herein for the above referenced project. Taylor Engineering P.L.L.C. agrees to meet all terms, conditions and provisions included in the solicitation and will furnish any or all items upon which prices are offered at the price set opposite each item.

General Description of Work
Taylor Engineering P.L.L.C. shall furnish all the necessary personnel, material, equipment, services and technical supervision to complete the installation of the items included on the attached BID SCHEDULE.

FIRM FIXED FEE
$28,500.00

Price is contingent on award of this contract prior to Taylor Engineering's completion of the San Luis East Mesa Waterlines project so as to avoid mobilization costs.

It is Taylor Engineering's mission to provide The City of San Luis with superior engineering and construction services. We look forward to the successful and timely completion of this project. If you have any questions or need any additional information, contact me at (480) 326-7115.

Sincerely,

Antonio De Anda PE
Taylor Engineering, P.L.L.C.

BID SCHEDULE
CITY OF SAN LUIS
JUAN SANCHEZ BLVD. WATER LINE EXTENSION TO THE WEST WASTEWATER TREATMENT PLANT

Plans No.	***Description***	***Unit***	Quantity	Unit Price	Total
1	Saw Cut & Remove Existing Asphalt (Any Thickness)	SY	64	15	960
2	Pavement Repair, 3"AC (1/2" MAG Mix) / 8"ABC	SY	64	20	1280
3	6"x6"x6" (MJxMJxFL)Tee with Thrust Block (City of Yuma Std 5-090, 5-100)	EA	2	600	1200
4	6" x 6" Smith Blair Tapping Sleeve (Or Approved Equal)	EA	2	600	1200
5	6" C900 Class 235 PVC Watermain	LF	575	16.98	9760
6	6" RW Gate Valve with Anchor (City of Yuma Std 5-110)	EA	2	1200	2400
7	6" 11-1/4 Degree Bend With Thrust Block (City of Yuma Std 5-090, 5-100)	EA	2	800	1600
8	6" Blind Flange with 2" Tap	EA	1	500	500
9	Air Release Valve and Manhole (City of Yuma Std 5-142)	EA	1	1500	1500
10	6" 45 Degree Bend with Thrust Block (City of Yuma Std 5-090, 5-100)	EA	1	800	800
11	6" 22-1/2 Degree Bend with Thrust Block (City of Yuma Std 5-090, 5-100)	EA	1	800	800
12	Watermain Blow Off (City of Yuma Std 5-140)	EA	1	1200	1200
13	Fire Hydrant (8' Away from Main) (City of Yuma Std 5-120) (Tee, Thrust Block, Valve and all Appurtenances)	EA	1	2500	2500
14	6" Mechanical Joint Restraint	EA	22	100	2200
15	Adjust Existing Water Valve to Finished Grade with new Frame and Cover (City of Yuma Std 5-210)	EA	1	600	600

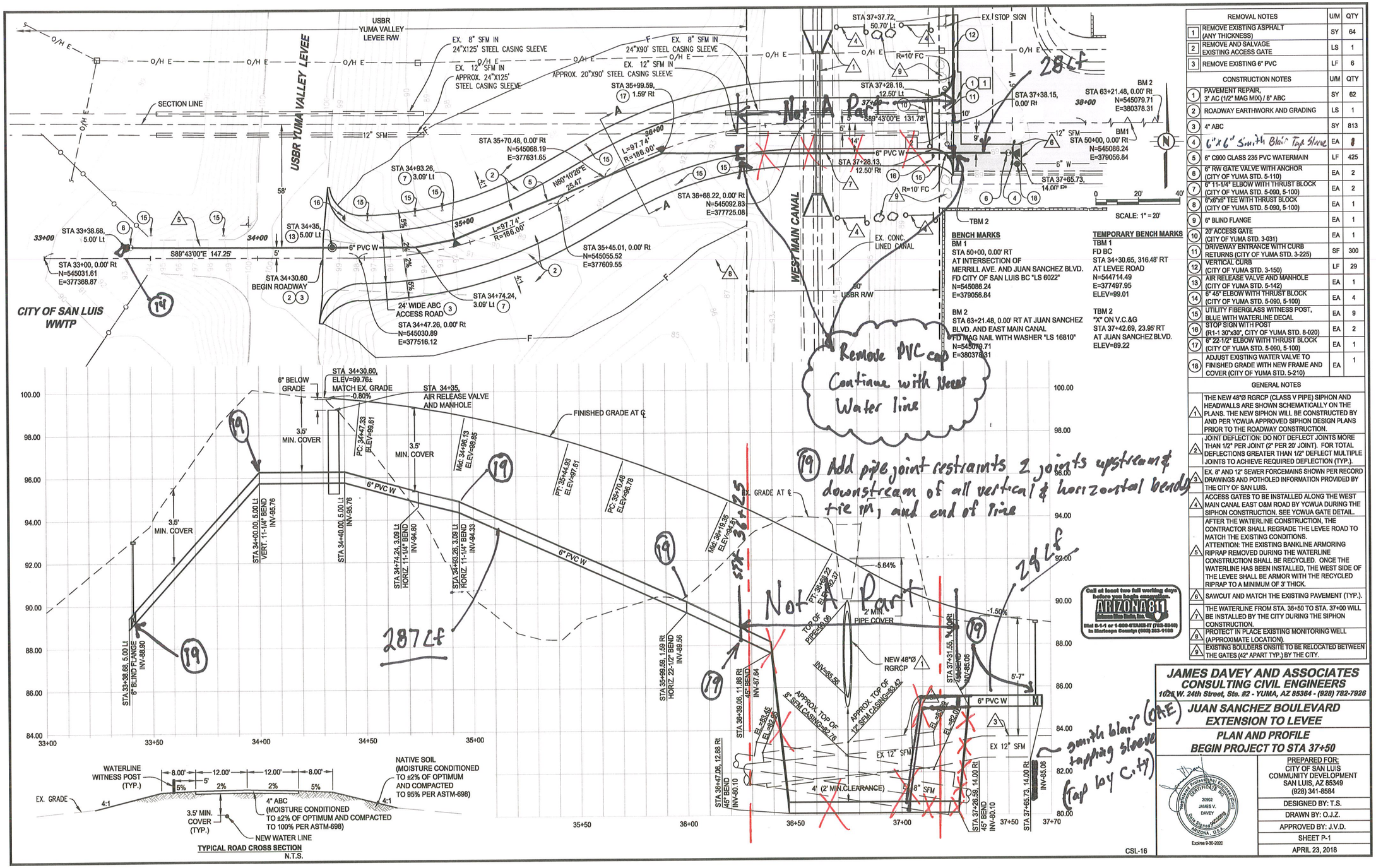
Total $28,500

=> Successful Bidder Shall Submit Certificate of Insurance

BID TABULATION
CITY OF SAN LUIS
JUAN SANCHEZ BLVD. WATER LINE EXTENSION TO THE WEST WASTEWATER TREATMENT PLANT

				Yuma Valley Contractors		AJG Contracting Group		Taylor Engineering	
Plans No.	***Description***	***Unit***	Quantity	Unit Price	Total	Unit Price	Total	Unit Price	Total
1	Saw Cut & Remove Existing Asphalt (Any Thickness)	SY	64	$ 22.00	$ 1,408.00	$ 10.00	$ 640.00	$ 15.00	$ 960.00
2	Pavement Repair, 3"AC (1/2" MAG Mix) / 8"ABC	SY	64	$ 111.00	$ 7,104.00	$ 48.00	$ 3,072.00	$ 20.00	$ 1,280.00
3	6"x6"x6" (MJxMJxFL)Tee with Thrust Block (City of Yuma Std 5-090, 5-100)	EA	2	$ 709.00	$ 1,418.00	$ 900.00	$ 1,800.00	$ 600.00	$ 1,200.00
4	6" x 6" Smith Blair Tapping Sleeve (Or Approved Equal)	EA	2	$ 1,740.00	$ 3,480.00	$ 1,200.00	$ 2,400.00	$ 600.00	$ 1,200.00
5	6" C900 Class 235 PVC Watermain	LF	575	$ 27.08	$ 15,571.00	$ 35.00	$ 20,125.00	$ 16.98	$ 9,763.50
6	6" RW Gate Valve with Anchor (City of Yuma Std 5-110)	EA	2	$ 1,165.00	$ 2,330.00	$ 1,500.00	$ 3,000.00	$ 1,200.00	$ 2,400.00
7	6" 11-1/4 Degree Bend With Thrust Block (City of Yuma Std 5-090, 5-100)	EA	2	$ 650.00	$ 1,300.00	$ 250.00	$ 500.00	$ 800.00	$ 1,600.00
8	6" Blind Flange with 2" Tap	EA	1	$ 618.00	$ 618.00	$ 250.00	$ 250.00	$ 500.00	$ 500.00
9	Air Release Valve and Manhole (City of Yuma Std 5-142)	EA	1	$ 7,150.00	$ 7,150.00	$ 5,500.00	$ 5,500.00	$ 1,500.00	$ 1,500.00
10	6" 45 Degree Bend with Thrust Block (City of Yuma Std 5-090, 5-100)	EA	1	$ 521.00	$ 521.00	$ 250.00	$ 250.00	$ 800.00	$ 800.00
11	6" 22-1/2 Degree Bend with Thrust Block (City of Yuma Std 5-090, 5-100)	EA	1	$ 514.00	$ 514.00	$ 250.00	$ 250.00	$ 800.00	$ 800.00
12	Watermain Blow Off (City of Yuma Std 5-140)	EA	1	$ 1,166.00	$ 1,166.00	$ 600.00	$ 600.00	$ 1,200.00	$ 1,200.00
13	Fire Hydrant (8' Away from Main) (City of Yuma Std 5-120) (Tee, Thrust Block, Valve and all Appurtenances)	EA	1	$ 3,045.00	$ 3,045.00	$ 2,500.00	$ 2,500.00	$ 2,500.00	$ 2,500.00
14	6" Mechanical Joint Restraint	EA	22	$ 198.00	$ 4,356.00	$ 200.00	$ 4,400.00	$ 100.00	$ 2,200.00
15	Adjust Existing Water Valve to Finished Grade with new Frame and Cover (City of Yuma Std 5-210)	EA	1	$ 375.00	$ 375.00	$ 300.00	$ 300.00	$ 600.00	$ 600.00
				Total	$ 50,356.00	Total	$ 45,587.00	Total	$ 28,503.50

Quotes



BENCH MARKS

BM 1
STA 50+00, 0.00' RT
AT INTERSECTION OF
MERRILL AVE. AND JUAN SANCHEZ BLVD.
FD CITY OF SAN LUIS BC "LS 6022"
N=545088.24
E=379056.84

BM 2
STA 63+21.48, 0.00' RT AT JUAN SANCHEZ BLVD. AND EAST MAIN CANAL
FD MAG NAIL WITH WASHER "LS 16810"
N=545079.71
E=380378.31

TEMPORARY BENCH MARKS

TBM 1
FD BC
STA 34+30.65, 316.48' RT
AT LEVEE ROAD
N=544714.49
E=377497.95
ELEV=99.01

TBM 2
"X" ON V.C.&G
STA 37+42.69, 23.95' RT
AT JUAN SANCHEZ BLVD.
ELEV=89.22

REMOVAL NOTES		U/M	QTY
1	REMOVE EXISTING ASPHALT (ANY THICKNESS)	SY	64
2	REMOVE AND SALVAGE EXISTING ACCESS GATE	LS	1
3	REMOVE EXISTING 6" PVC	LF	6

CONSTRUCTION NOTES		U/M	QTY
1	PAVEMENT REPAIR, 3" AC (1/2" MAG MIX) / 8" ABC	SY	62
2	ROADWAY EARTHWORK AND GRADING	LS	1
3	4" ABC	SY	813
4	6"x6" Smith Blair Tap Sleeve	EA	1
5	6" C900 CLASS 235 PVC WATERMAIN	LF	425
6	6" RW GATE VALVE WITH ANCHOR (CITY OF YUMA STD. 5-110)	EA	2
7	6" 11-1/4" ELBOW WITH THRUST BLOCK (CITY OF YUMA STD. 5-090, 5-100)	EA	2
8	6"x6"x6" TEE WITH THRUST BLOCK (CITY OF YUMA STD. 5-090, 5-100)	EA	1
9	6" BLIND FLANGE	EA	1
10	20' ACCESS GATE (CITY OF YUMA STD. 3-031)	EA	1
11	DRIVEWAY ENTRANCE WITH CURB RETURNS (CITY OF YUMA STD. 3-225)	SF	300
12	VERTICAL CURB (CITY OF YUMA STD. 3-150)	LF	29
13	AIR RELEASE VALVE AND MANHOLE (CITY OF YUMA STD. 5-142)	EA	1
14	6" 45° ELBOW WITH THRUST BLOCK (CITY OF YUMA STD. 5-090, 5-100)	EA	4
15	UTILITY FIBERGLASS WITNESS POST, BLUE WITH WATERLINE DECAL	EA	9
16	STOP SIGN WITH POST (R1-1 30"x30", CITY OF YUMA STD. 8-020)	EA	2
17	6" 22-1/2° ELBOW WITH THRUST BLOCK (CITY OF YUMA STD. 5-090, 5-100)	EA	1
18	ADJUST EXISTING WATER VALVE TO FINISHED GRADE WITH NEW FRAME AND COVER (CITY OF YUMA STD. 5-210)	EA	1

GENERAL NOTES

1. THE NEW 48"Ø RGRCP (CLASS V PIPE) SIPHON AND HEADWALLS ARE SHOWN SCHEMATICALLY ON THE PLANS. THE NEW SIPHON WILL BE CONSTRUCTED BY AND PER YCWUA APPROVED SIPHON DESIGN PLANS PRIOR TO THE ROADWAY CONSTRUCTION.
2. JOINT DEFLECTION: DO NOT DEFLECT JOINTS MORE THAN 1/2" PER JOINT (2" PER 20' JOINT). FOR TOTAL DEFLECTIONS GREATER THAN 1/2" DEFLECT MULTIPLE JOINTS TO ACHIEVE REQUIRED DEFLECTION (TYP.).
3. EX. 8" AND 12" SEWER FORCEMAINS SHOWN PER RECORD DRAWINGS AND POTHOLED INFORMATION PROVIDED BY THE CITY OF SAN LUIS.
4. ACCESS GATES TO BE INSTALLED ALONG THE WEST MAIN CANAL EAST O&M ROAD BY YCWUA DURING THE SIPHON CONSTRUCTION. SEE YCWUA GATE DETAIL.
5. AFTER THE WATERLINE CONSTRUCTION, THE CONTRACTOR SHALL REGRADE THE LEVEE ROAD TO MATCH THE EXISTING CONDITIONS. ATTENTION: THE EXISTING BANKLINE ARMORING RIPRAP REMOVED DURING THE WATERLINE CONSTRUCTION SHALL BE RECYCLED. ONCE THE WATERLINE HAS BEEN INSTALLED, THE WEST SIDE OF THE LEVEE SHALL BE ARMOR WITH THE RECYCLED RIPRAP TO A MINIMUM OF 3' THICK.
6. SAWCUT AND MATCH THE EXISTING PAVEMENT (TYP.).
7. THE WATERLINE FROM STA. 36+50 TO STA. 37+00 WILL BE INSTALLED BY THE CITY DURING THE SIPHON CONSTRUCTION.
8. PROTECT IN PLACE EXISTING MONITORING WELL (APPROXIMATE LOCATION).
9. EXISTING BOULDERS ONSITE TO BE RELOCATED BETWEEN THE GATES (42' APART TYP.) BY THE CITY.

Call at least two full working days before you begin excavation. ARIZONA 811 Arizona Blue Stake, Inc. Dial 8-1-1 or 1-800-STAKE-IT (782-5348) In Maricopa County (602) 263-1100

JAMES DAVEY AND ASSOCIATES
CONSULTING CIVIL ENGINEERS
1025 W. 24th Street, Sts. #2 - YUMA, AZ 85364 - (928) 782-7926

JUAN SANCHEZ BOULEVARD EXTENSION TO LEVEE

PLAN AND PROFILE
BEGIN PROJECT TO STA 37+50

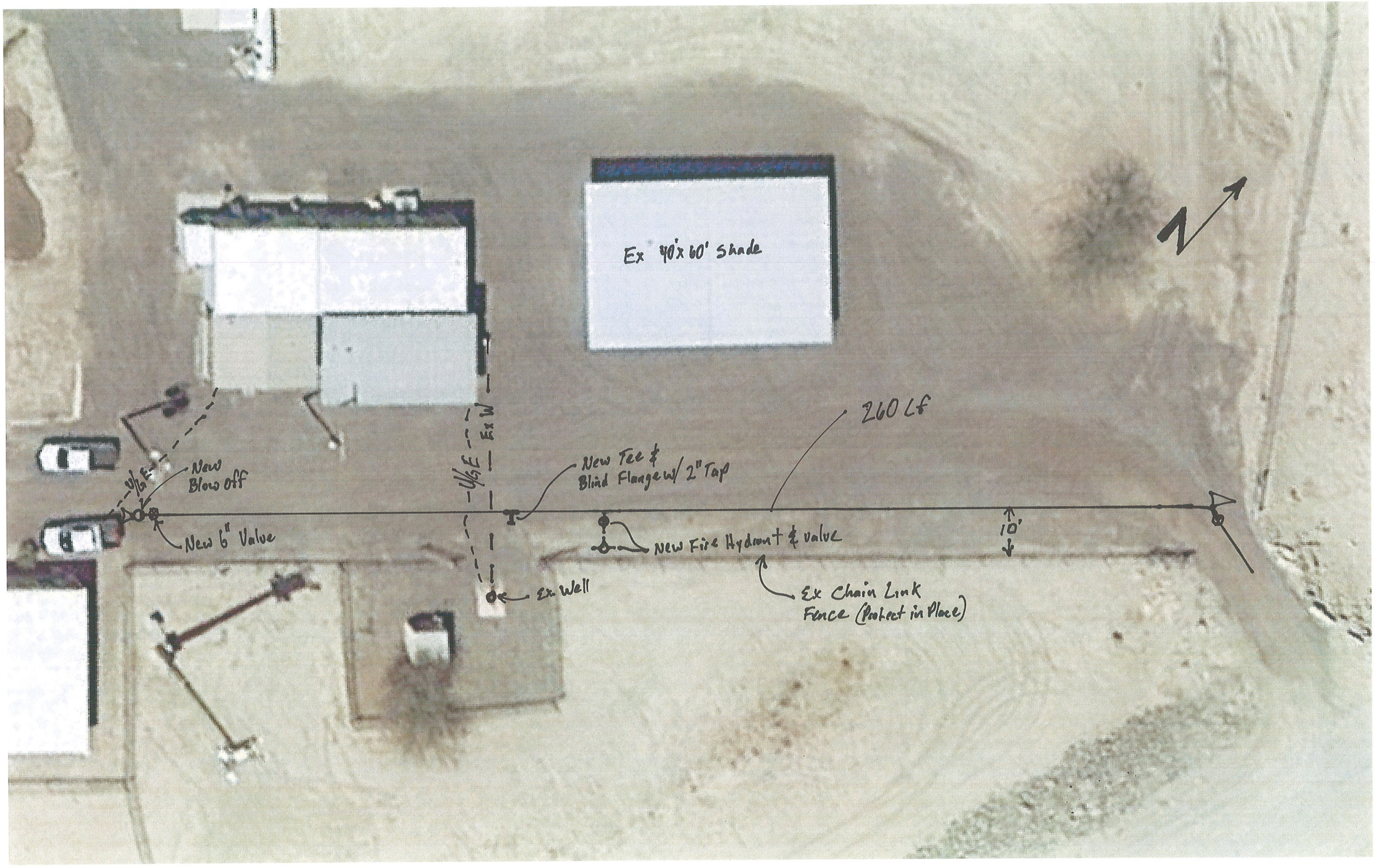
Professional Engineer Certificate No. 20902 JAMES V. DAVEY Date Signed 04/23/18 ARIZONA - U.S.A. Expires 9-30-2020

PREPARED FOR:
CITY OF SAN LUIS
COMMUNITY DEVELOPMENT
SAN LUIS, AZ 85349
(928) 341-8584

DESIGNED BY:	T.S.
DRAWN BY:	O.J.Z.
APPROVED BY:	J.V.D.
SHEET	P-1
	APRIL 23, 2018

CSL-16

Elena 3/29/19


Ex 40'x 60' Shade
260 Lf
New Blow off
New 6" Valve
New Tee & Blind Flange w/ 2" Tap
Ex Well
New Fire Hydrant & valve
Ex Chain Link Fence (Protect in Place)
10'
Ex W

GENERAL NOTES

1. THE PROJECT SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE APPROVED PLANS AND SPECIFICATIONS, MARICOPA ASSOCIATION OF GOVERMENTS (MAG) UNIFORM STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION, AS ADOPTED BY THE CITY OF SAN LUIS, THE CITY OF SAN LUIS SUPPLEMENTAL TO THE MAG, THE CITY OF YUMA STANDARDS DETAILS DRAWINGS - 2009 EDITION

2. UTILITY LOCATIONS ARE UNKNOWN OR APPROXIMATE ONLY. CONTRACTOR SHALL POTHOLE ALL POTENTIALLY CONFLICTING UTILITIES AT LEAST 7 DAYS PRIOR TO CONSTRUCTION AND NOTIFY THE CITY OF SOMERTON OF ANY UTILITIES THAT CONFLICT WITH THE DESIGN PLANS. THE POTHOLING SHALL BE CONSIDERED INCIDENTAL TO THE COMPLETION OF THE PROJECT AND NO DIRECT PAYMENT WILL BE MADE FOR THIS WORK.

3. CONTRACTOR SHALL BE RESPONSIBLE FOR CONTACTING ARIZONA BLUE STAKE – ARIZONA811, 1-800-STAKE-IT AT LEAST 48 HOURS PRIOR TO EXCAVATING.

4. ALL CROSSING AND PARALLEL UTILITIES SHALL BE PROTECTED IN PLACE UNLESS OTHERWISE SHOWN. CONTRACTOR SHALL COORDINATE WITH EACH UTILITY FOR PROPER PROTECTION, TEMPORARY RELOCATION, AND /OR REPLACEMENT. CONTRACTOR SHALL PROVIDE TEMPORARY SUPPORT AS NEEDED FOR EXISTING UTILITIES. IF OVERHEAD LINE POLES NEED BRACING AND THE OWNING UTILITY ELECTS TO BRACE THE POLE, THE CONTRACTOR SHALL PAY THE UTILITY FOR THE COST OF BRACING.

5. THE CONTRACTOR SHALL COORDINATE THE WORK WITH ANY AFFECTED UTILITIES. THE UTILITY COMPANY CONTACTS ARE AS FOLLOWS.

ARIZONA PUBLIC SERVICE:	JP MAHON	928-336-9820
CENTURY LINK COMMUNICATIONS:	ED ALUPAY	928-343-8943
SPECTRUM:	PLACIDO LOPEZ	928-783-4441 AND 760-250-2469
CITY OF SAN LUIS WATER AND SEWER:	EULOGIO VERA	928-341-8577

6. THE CONTRACTOR SHALL MAINTAIN ONE SET OF PLANS ON THE JOB SITE AND SHALL RECORD IN RED COLORED PENCIL ALL CASES WHERE ACTUAL FIELD CONSTRUCTION DIFFERS FROM WORK SHOWN ON THE PLANS. ALL CONCEALED WORK AND UTILITY LOCATIONS SHALL BE DIMENSIONED AND REFERENCED. THE MARKED UP SET OF PLANS SHALL BE DELIVERED TO THE CITY OF SAN LUIS UPON COMPLETION OF THE WORK WHICH SHALL REFLECT "AS-BUILT" PLANS.

7. DURING THE PROCESS OF THE WORK THE CONTRACTOR SHALL MAKE SPECIAL EFFORTS TO CONTROL DUST AND SOIL EROSION FROM THE SITE AS PER CITY OF SAN LUIS REQUIREMENTS. DIRT SHALL BE MAINTAINED TO A MINIMUM BY REGULAR APPLICATIONS OF WATER AS NECESSARY AND AS DIRECTED BY THE CITY OF SAN LUIS INSPECTOR. AT THE CONCLUSION OF EACH WORK DAY, THE CONTRACTOR SHALL SWEEP THE STREETS TO REMOVE ALL LOOSE DIRT AND DUST RESULTING FROM THE CONSTRUCTION OPERATIONS. NOTE THAT THE STORM WATER POLLUTION PLANS (SWPPP) BMP'S WILL BE THE RESPONSIBILITY OF THE CONTRACTOR.

8. THE CONTRACTOR SHALL PROVIDE LIGHTED BARRICADES POSITIONED ON FOUR FOOT CENTERS AROUND THE PERIMETER OF OPEN EXCAVATIONS AT THE CONCLUSION OF THE WORK DAY. TEMPORARY FENCING AS APPROVED BY THE CITY OF SAN LUIS SHALL BE REQUIRED AROUND ALL OPEN TRENCH DURING NON-WORKING HOURS.

9. ALL MANHOLE FRAMES AND COVERS, WATER VALVE BOXES AND LIDS, AND OTHER SIMILAR EXISTING UTILITIES SHALL BE RAISED TO THE GRADE OF THE FINISHED PAVEMENT SURFACE BY THE CONTRACTOR. NEW MANHOLE FRAMES AND COVERS AND WATER VALVE LIDS SHALL BE RAISED AFTER PAVING OPERATIONS HAVE OCCURRED IN ACCORDANCE WITH THE DETAILS SHOWN ON THE PLANS.

10. STOP SIGNS AND OTHER TRAFFIC SIGNS SHALL BE MOVED IF NECESSARY DURING THE CONSTRUCTION PROCESS AND BE REPOSITIONED TEMPORARY IN A LOCATION DETERMINED BY THE CITY OF SAN LUIS INSPECTOR. STOP SIGNS AND OTHER TRAFFIC WARNING SIGNS SHALL NOT BE TAKEN OUT OF SERVICE BUT RATHER RELOCATED IN A VISIBLE LOCATION. OTHER SIGNS SHALL BE STORED BY THE CONTRACTOR DURING THE CONSTRUCTION PHASE OF THE PROJECT. AT THE CONCLUSION OF THE PROJECT ALL SIGNS SHALL BE POSITIONED IN A PERMANENT LOCATION AS DETERMINED BY THE CITY OF SAN LUIS INSPECTOR. STOP SIGNS AND STREET NAME SIGNS ARE TO BE POSITIONED AT INTERSECTIONS AS ILLUSTRATED ON THE PLANS.

11. THE CONTRACTOR SHALL REMOVE AND DISPOSE OF ALL UNCLASSIFIED EXCAVATION MATERIAL, CONCRETE DEBRIS, AND ALL OTHER MATERIAL RESULTING FROM DEMOLITION ACTIVITIES.

12. THE CONTRACTOR SHALL OBTAIN ALL NECESSARY PERMITS AND BUSINESS LICENSES. THE CONTRACTOR SHALL NOTIFY THE CITY OF SAN LUIS AT LEAST 72 HOURS PRIOR TO COMMENCING WORK, AND AT LEAST 48 HOURS PRIOR TO REQUIRING AN INSPECTION.

13. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO PROVIDE ADEQUATE SANITARY FACILITIES THROUGHOUT THE PROJECT FOR USE BY THE CONTRACTOR'S EMPLOYEES.

14. THE CONTRACTOR SHALL FAMILIARIZE THEMSELVES DURING CONSTRUCTION WITH UNDER GROUND AND OVERHEAD ELECTRIC LINES, POLES, AND STREET LIGHTS CONDITIONS AND TAKE NECESSARY PRECAUTIONS TO PROTECT AGAINST INJURY AND DAMAGE.

15. THE CONTRACTOR IS REQUIRED TO SUBMIT A TRAFFIC CONTROL PLAN TO THE CITY OF SAN LUIS FOR REVIEW AND APPROVAL PRIOR TO STARTING WORK. THE TRAFFIC CONTROL PLAN SHALL BE PREPARED IN CONFORMANCE WITH THE LATEST EDITION OF THE "MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES FOR CONSTRUCTION AND MAINTENANCE ZONES." IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO PROVIDE AND MAINTAIN PROPER SIGNS, BARRICADES, FENCING, AND WARNING LIGHTS TO CONTROL THE TRAFFIC AND PEDESTRIANS TO ASSURE THE PUBLIC'S HEALTH, WELFARE, AND SAFETY.

16. THE CONTRACTOR SHALL NOTIFY THE CITY OF SAN LUIS IMMEDIATELY OF ANY CONDITIONS REQUIRING CHANGES TO THE PLANS.

17. ACCESS TO ADJACENT PROPERTIES, CROSS STREETS, OR USE OF STREETS SCHEDULED FOR IMPROVEMENT MUST BE REASONABLY MAINTAINED FOR NORMAL ACCESS TO LOCAL RESIDENTS.

18. ALL CONSTRUCTION STAKING WILL BE PROVIDED BY THE CONTRACTOR.

19. ANY SURVEY MONUMENT DISTURBED DURING CONSTRUCTION SHALL BE REPLACED BY THE CONTRACTOR IN ACCORDANCE WITH THE CITY OF YUMA STANDARD DETAILS, AS ADOPTED BY THE CITY OF SAN LUIS, AT NO EXTRA COST UNLESS NOTED FOR REPLACEMENT IN THE CONTRACT PLANS. THE CONTRACTOR SHALL UTILIZED AN ARIZONA REGISTERED LAND SURVEYOR TO ASSURE PROPER PLACEMENT OF SAID MONUMENT.

20. ANY ITEM OF WORK CALLED OUT BY THE CONTACT PLANS OR SPECIFICATIONS, AND NOT SPECIFICALLY NOTED AS A BID ITEM ON THE PROPOSAL SHALL BE CONSIDERED INCIDENTAL TO SAID BID ITEM.

21. ACCESS SHALL BE MAINTAINED TO ALL PROPERTIES AT THE END OF EACH WORKING DAY. IF RESTRICTED ACCESS TO A PROPERTY WILL EXTEND OUTSIDE WORKING HOURS, IT MUST BE APPROVED BY THE CITY OF SAN LUIS AND THE AFFECTED RESIDENTS MUST BE NOTIFIED 48 HOURS PRIOR.

22. THE CONTRACTOR WILL PROVIDE THE CITY OF SAN LUIS WITH CERTIFIED COMPACTION, CONCRETE, AND LABORATORY TESTS AS REQUIRED BY THE STANDARD SPECIFICATIONS PRIOR TO ACCEPTANCE OF THE PROJECT.

23. ALL MATERIAL SUPPLIED MUST BE SUBMITTED AS "SUBMITTALS FOR CONSTRUCTION."

24. THE CONTRACTOR SHALL COMPLY WITH THE ARIZONA POLLUTANT DISCHARGE ELIMINATION SYSTEM (AZPDES) STORM WATER PHASE I REQUIREMENT AND IN PARTICULAR THE CONSTRUCTION GENERAL PERMIT.

25. NOT ALL CITY OF YUMA CONSTRUCTION STANDARD DRAWINGS ARE INCLUDED HEREIN, STANDARD DRAWINGS LISTED BUT NOT SHOWN ARE INCLUDED BY REFERENCE.

WATER LINE NOTES:

UPON COMPLETION OF THE PROJECT THE CITY ENGINEER SHALL COMPLETE THE A.D.E.Q. ENGINEER'S "CERTIFICATE OF COMPLETION" DOCUMENTATION AND FORWARD SAME TO THE APPROPRIATE O.W.W.Q.M. REGIONAL OFFICE. CONCURRENTLY, THE CONTRACTOR SHALL FORWARD A COPY OF THIS DOCUMENTATION AND ONE (1) SET OF MYLAR, REPRODUCIBLE, AS-BUILT DRAWINGS TO THE CITY OF YUMA, DDS - ENGINEERING DIVISION FOR REVIEW AND FILING.

UPON COMPLETION OF ALL THE ABOVE ITEMS AND ISSUANCE OF THE APPROVAL OF CONSTRUCTION BY A.D.E.Q., FINAL ACCEPTANCE OF THE FACILITY WILL BE ACKNOWLEDGED, BY THE CITY OF SAN LUIS AND THE CONTRACTOR ONE-YEAR WARRANTY PERIOD SHALL COMMENCE.

ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH MARICOPA ASSOCIATION OF GOVERNMENTS (MAG) UNIFORM STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION, AS ADOPTED BY THE CITY OF SAN LUIS, THE CITY OF SAN LUIS SUPPLEMENTAL TO THE MAG, THE CITY OF YUMA STANDARDS DETAILS DRAWINGS - 2009 EDITION, AND SHALL WHERE APPLICABLE BE IN ACCORDANCE WITH A.D.E.Q. REGULATIONS. SUCH SHALL INCLUDE MAINTAINING CLEARANCE BETWEEN WATER AND SEWER AND WATER AND RECLAIMED WATER LINES IN ACCORDANCE WITH CITY OF YUMA STANDARD 5-060 AND A.A.C. R18-4-211.C.

ALL MATERIAL (PIPE AND FITTINGS, ETC.) THAT COME IN CONTACT WITH WATER SHALL CONFORM TO NSF STA. 61.

WATER MAINS AND VALVES SHALL BE FLUSHED AND DISINFECTED IN ACCORDANCE WITH AWWA SECTIONC-651, LATEST EDITION . THE CONTRACTOR SHALL SUBMIT DISINFECTION AND PRESSURE TEST RESULTS TO THE ENGINEER. SEE SPECIAL CONDITIONS.

REPRESENTATIVES OF THE CITY OF SAN LUIS SHALL BE PRESENT WHEN THE WATER MAINS ARE BOTH FLUSHED AND PRESSURE TESTED.

ALL FITTINGS SHALL BE MECHANICAL JOINT (MEGALUG OR EQUAL), FULLY RESTRAINED, AND THRUST BLOCKED.

ALL ELBOWS, TEES, BENDS, HYDRANTS AND DEAD-END PLUGS SHALL BE THRUST BLOCKED WITH CAST IN PLACE CONCRETE PER DETAILS AND ALL JOINTS WITHIN 100' OF THE FITTINGS RESTRAINED WITH MEGALUG JOINT RESTRAINTS.

THRUST BLOCKS SHALL BE PER CITY OF YUMA STANDARD DETAILS No. 5-090 AND No. 5-100.

ALL VALVES ARE TO BE RESILIENT WEDGE GATE VALVES. ACCEPTABLE VALVES ARE WATEROUS SERIES 500 RESILIENT WEDGE, CLOW RESILIENT WEDGE OR AMERICAN DARLING 80 CSR RESILIENT WEDGE. VALVE BODIES AND FLANGE BOLTS SHALL BE PROTECTED BY 16 MIL POLYETHYLENE WRAP.

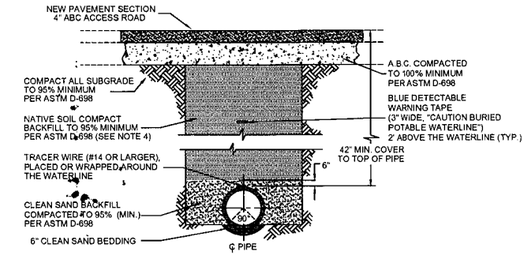
WHERE CROSSING WATERLINES ARE SHOWN FOR AND LOWERING, NEW INSTALLATION SHALL INCLUDE AS A MINIMUM 4 EACH 45°CLASS 50 CML DIP ELBOWS OF THE CORRECT SIZE RESTRAINED THRUST BLOCK PER COY STD 5-090 AND ALL JOINTS RESTRAINED.

MEASUREMENT FOR PIPE PAYMENT QUANTITIES BY THE LINEAR FOOT INCLUDES MEASUREMENT THROUGH ALL FITTINGS. WHERE MEASUREMENT IS MADE TO TEES, CROSSES, OR SIMILAR FITTINGS MEASUREMENT SHALL BE TO THE CENTERLINE OF THE FITTING.

TESTING NOTES:

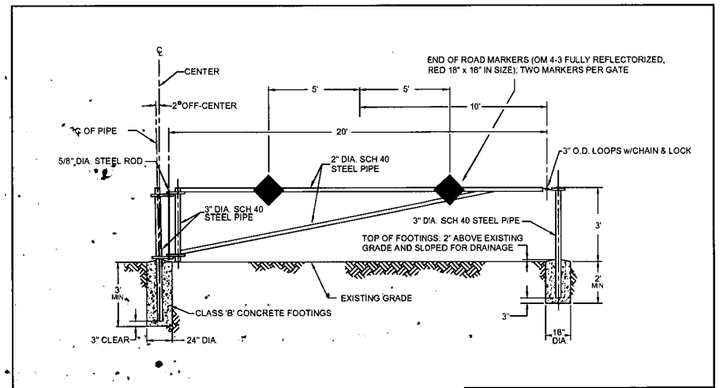
THE TESTING OF WATERLINES SHALL BE UNDERTAKEN AS FOLLOWS AND IN DESCENDING ORDER OF PRECEDENCE:

1. ALL VISIBLE LEAKS SHALL BE REPAIRED, REGARDLESS OF THE AMOUNT OF LEAKAGE AND REGARDLESS OF WHETHER THE LEAK DEVELOPS UNDER TEST PRESSURE OR LINE PRESSURE.
2. INITIAL PRESSURES FOR BOTH THE PRESSURE TEST AND ALLOWABLE LEAKAGE TEST SHALL BE A MINIMUM OF 150 PSI.
3. A PRESSURE TEST WILL BE DEEMED AS SUCCESSFUL IF IT PASSES THE CRITERIA SET FORTH BY AWWA C-600, SECTION 4. (CURRENT EDITION) AND THAT CRITERIA NOTED ABOVE.



NOTES:
1. BEDDING SHOWN IS A MINIMUM STANDARD FOR SHALLOW TRENCHES AND ACCEPTABLE NATIVE BASE. EXACT TYPE OF BEDDING SHALL BE DETERMINED BY THE CITY ENGINEER.
2. DITCH SIDES SHALL BE SLOPED OR SHORED AS REQUIRED PER O.S.H.A. STANDARDS.
3. ALL TRENCHES SHALL BE COLD-PATCHED IF LEFT OPEN TO TRAFFIC. ALL TRENCHES SHALL BE HOT-MIX PAVED WITHIN TWO (2) WEEKS OF ITS EXCAVATION.
4. NATIVE SOIL MATERIAL MAY BE ALLOWED AS MATERIAL FOR THE BACKFILL OF TRENCHES PROVIDED THE NATIVE MATERIAL FULFILLS THE GENERAL REQUIREMENTS OF PROPER BACKFILL OF TRENCHES.

TYPICAL WATER MAIN TRENCH BACKFILL DETAIL

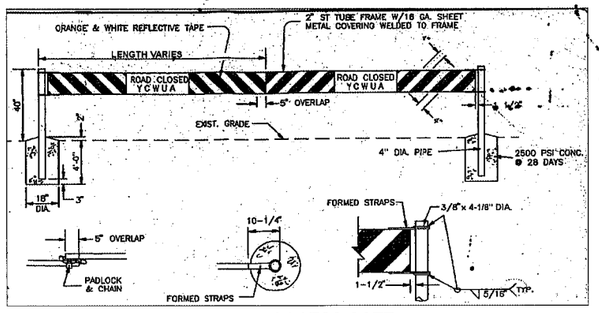


NOTES
1. Gate shall be installed 2" off vertical as shown so it will remain open when unlocked.
2. This gate is for alley, emergency and commercial access.
3. Gate shall swing in the direction of access.
4. Completed assembly shall be painted "Safety Yellow" utilizing paint designed for this purpose.

Issued: February 2009

CITY OF YUMA
CONSTRUCTION STANDARD DETAIL DRAWINGS

STANDARD NO. 3-031
ACCESS GATE



YCWUA ACCESS GATE

Call at least two full working days before you begin excavation.
ARIZONA 811
Dial 8-1-1 or 1-800-STAKE-IT (782-5348)
In Maricopa County (602) 263-1100

CSL-18

JAMES DAVEY AND ASSOCIATES
CONSULTING CIVIL ENGINEERS
1025 W. 24th Street, Ste. #2 - YUMA, AZ 85364 - (928) 782-7926

JUAN SANCHEZ BOULEVARD EXTENSION TO LEVEE

GENERAL NOTES AND DETAILS

Registered Professional Engineering Certificate No. 20903 JAMES V. DAVEY Date Signed 04/17/2018 ARIZONA, U.S.A.
Expires 9-30-2020

PREPARED FOR:
CITY OF SAN LUIS
COMMUNITY DEVELOPMENT
SAN LUIS, AZ 85349
(928) 341-8584

DESIGNED BY:	T.S.
DRAWN BY:	O.J.Z.
APPROVED BY:	J.V.D.
SHEET	D-1
	APRIL 23, 2018

AGENDA ITEM REVIEW FORM

Special City Council Meeting **5. D.**

Meeting Date: 12/23/2019

Department Head: Lizandro Galaviz, Director of Parks & Recreation, Parks & Recreation Department

Submitted By: Crystal Fragozo, Administrative Assistant, Parks & Recreation Department

Action Requested: Discussion Item - No Action to be Taken
Motion

ITEM:

Discussion and possible action any and all matters regarding the purchase of two, five-row bleachers and two, ten-row bleachers for the Recreation Department. **(Lizandro Galaviz, Director of Parks & Recreation)**

SUMMARY:

The Recreation Department has been looking into the possibility of purchasing two, five-row portable bleachers and two, ten-row portable bleachers for the last couple of months. These bleachers would be used for many upcoming events in which the community will be seated to enjoy the yearly Baseball Exhibitions brought to our City, the Fourth of July Celebration, the Founders Day Celebration and many more events planned throughout the year. Currently, the bleachers used for these events are a bit worn out, and staff has gone above and beyond to look for bleachers that are trustworthy and comfortable for the community.

This fiscal year, as discussed at the Budget Retreat and as City Council for an overall total budget of $47,200.00:
* two (2) bleachers 21 feet long by ten (10) rows high with a middle railing and
* two (2) bleachers 21 feet long by five (5) rows high with middle a railing.

Staff received quotes from three (3) vendors. Staff arrived at two (2) options for this purchase.

Option #1 would be to purchase both five-row and ten-row bleachers as a set for the amount of the lowest quote, which was $46,407.78 (tax included) from Kay Park Recreation.

Option #2 would be to purchase the bleachers separately from two different vendors for the amount of $43,135.82.40 (tax included) from both Kay Park Recreation for the five-row bleachers ($13,240.32) and from Belson Outdoors for the ten-row bleachers ($29,895.50).

By purchasing the bleachers from 2 different vendors, the City would be saving a total of $3,271.96 and $4,064.18 under budget.

Under the City Code-Purchasing, §36.01(E) requires formal sealed bids. However, since the Parks and Recreation Department received three (3) quotes, it is not worth the cost of formal bidding since the process is not likely to result in a lower cost. Therefore, the Staff is requesting that the City Council waive formal bidding procedures as permitted under City Code-Purchasing §36.01(H).

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO WAIVE FORMAL PURCHASE PROCEDURES AND APPROVE THE PURCHASE OF TWO (2) BLEACHERS IN THE AMOUNT OF $45,320.40 AS PRESENTED.

N/A

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:	YES
CITY/STATE/FEDERAL FUNDS:	CITY
TOTAL:	$43,135.82
BUDGETED AMOUNT:	$47,200.00
AVAILABLE AMOUNT TO TRANSFER:	N/A
ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE:	CAPITAL PROJECTS 806-860-90005.145 / $47,200.00

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

Expense was budgeted as a C.I.P item for Fiscal Year 2019/2020.

Attachments

(3) Quotes for 5 Row Bleachers

(3) Quotes for 10 Row Bleachers

Kay Park Recreation

Making People Places, People Friendly Since 1954

Sales@kaypark.com; www.kaypark.com
1301 Pine Street
Janesville, IA 50647-1028
Phone: 800-553-2476; Fax: 319-987-2127

Sales Quote

Quote ID: 09061903AZ
Quote Date: 09/06/2019
Date Printed: 09/12/2019
Prepared By: GRAY, MARILEE

XDIRCT

Quote To: CITY OF SAN LUIS

SAN LUIS, AZ 85349

Contact: EDGAR JUAREZ
Phone: 928-920-5591
Fax:
E-Mail: ejuarez@sanluisaz.gov

WEB
CITYOF

Ship To: CITY OF SAN LUIS

SAN LUIS, AZ 85349

Carrier: ABF
Payment Terms:

- [x] 24 Hour Call Ahead
- [ ] Liftgate
- [ ] Residential Delivery

Item	Model and Description (Below)	Color Information (If Applicable)	List Price	Disc (%)	Net Price	Qty	Item Total
1.	BLA5A21V4F448AHR		$5,314.00	12	$4,676.32	2	$9,352.64
	5 ROW ALUM BLA FRAMES W/ ALUM PLANK 21' & VERT RAILS W/ FTBDS & AISLE						
2.	JIF51521		$1,518.00	12	$1,335.84	2	$2,671.68
	JIFFY MOVER FOR 5 ROW 15' & 21' BLEACHERS						

Total Weight: 3400 Lbs.

Sub-Total:	**$12,024.32**
Shipping/Handling:	**$1,216.00**
Total Amount:	**$13,240.32**

- [x] **Freight charges do not include off loading unless liftgate is checked.**
- [x] **Freight charges may vary due to fuel surcharges.**
- [x] **Quote valid for 30 days.**
- [x] **Site preparation and assembly not included.**

RECEIVED 9/25/19

BSN SPORTS
450 N DOBSON RD STE 101
MESA, AZ 85201
Tel: Fax:
Visit us at www.bsnsports.com

Quote

Cart #: 5326181
Purchase Order #: Quote
Cart Name: City of San Luis 5 Row Bl
Quote Date: 09/19/2019
Quote Valid-to: 12/31/2019
Payment Terms: NT30
Ship Via:
Ordered By: Edgar Juarez

Contact Your Rep
Youssef Semaan Email:**ysemaan@bsnsports.com** | Phone:**1**

Sold to
1310743
CITY OF SAN LUIS
Attn:
965 N. Park Avenue
SAN LUIS AZ 85349

Ship To
1310743
CITY OF SAN LUIS
Edgar Juarez
Attn:
965 N. Park Avenue
SAN LUIS AZ 85349

Payer
1310743
CITY OF SAN LUIS
Attn:
965 N. Park Avenue
SAN LUIS AZ 85349

Item Description	Qty	Unit Price	Total
5 Row 70 Seat Transp Preffered Bleach / no picket rails Item # - NBT0521P	2 EA	$ 4,600.00	$ 9,200.00
Transport Kit for 5 Row Transp Bleacher Item # - NBTK5	2 EA	$ 1,300.00	$ 2,600.00

Subtotal:	$11,800.00
Other:	$0.00
Freight:	$0.00
Sales Tax:	$1,132.80
Order Total:	$12,932.80
Payment/Credit Applied:	$0.00
Order Total:	**$12,932.80**

RECEIVED 9/25/19

You have received this Quote per your request from Belson Outdoors (belson.com).
If you are having trouble reading this email? View it in your browser or go to
https://www.belson.com/Secure/Request.aspx?OrderID=259817&Key=4506.83180132259

Quote #
WQ 259817

Here is the Quote as per your request. The 'Shipping' total has been applied.
To place an order, simply click 'Submit Order Confirmation' below.
Please print this page for your records.
Customer Order Confirmation is **required** to process order.

BELSON OUTDOORS
627 Amersale Drive
Naperville, IL. 60563
sales@belson.com
Toll Free: 1-800-323-5664
Phone: 1-630-897-8489
Fax: 1-630-897-0573

QUOTE #
WQ 259817

Model #	Description	Lbs	Quantity	Unit Price	Unit Total
BGS-114	Bleacher, 5 Row x 21'-0"L, (10" Nominal Seat Planks, 10" Nominal Tread Planks, 17" Front Row Seat Height, 8" Rise, 24" Tread), Aluminum Frame, Double Footboards, Aluminum Picket Guardrail, Aisle, Tow Kit Equipped (Tongue & Wheel Kit Sold Separately) Bleacher sale coupon	1,240	2	$7,946.00	$15,892.00
TOW-KIT	Bleacher Towing Kit, Includes Tongue & Wheel Set, For Use With 5 Rows Or Less Towable Bleachers Bleacher sale coupon	125	2	$767.00	$1,534.00
	Subtotal	2,730		Subtotal	$17,426.00
				(Illinois Only) Tax	$0.00
				Shipping	$1,713.50
				Grand Total	$19,139.50

Customer Order Confirmation is required to process order.

Your Order will not be shipped without your "Order Confirmation"

Bill To:		Ship To:	
First Name*	Edgar	First Name	Edgar
Last Name*	Juarez	Last Name	Juarez
Company	City of San Luis Park and Rec.	Company	City of San Luis Park and Rec.
Address*	.	Address*	.
Address		Address	
City*	San Luis	City*	San Luis
State*	AZ	State*	AZ
Zip Code*	85349	Zip Code*	85349
Country		Country	
Phone*	928-920-5591	Phone	928-920-5591
Fax		Fax	
Email	ejuarez@sanluisaz.gov	Email	ejuarez@sanluisaz.gov

Additional Delivery Services

RECEIVED 9/25/19

You have received this Quote per your request from Belson Outdoors (belson.com).
If you are having trouble reading this email? View it in your browser or go to
https://www.belson.com/Secure/Request.aspx?OrderID=260174&Key=4512.87691581664

Quote #
WQ 260174

Here is the Quote as per your request. The 'Shipping' total has been applied.
To place an order, simply click 'Submit Order Confirmation' below.
Please print this page for your records.
Customer Order Confirmation is **required** to process order.

BELSON OUTDOORS
627 Amersale Drive
Naperville, IL. 60563
sales@belson.com
Toll Free: 1-800-323-5664
Phone: 1-630-897-8489
Fax: 1-630-897-0573

QUOTE #
WQ 260174

Model #	Description	Lbs	Quantity	Unit Price	Unit Total
BGS-146	Bleacher, 10 Row x 21'-0"L, (10" Nominal Seat Planks, 10" Nominal Tread Planks, 17" Front Row Seat Height, 8" Rise, 24" Tread), Aluminum Frame, Double Footboards, Aluminum Picket Guardrail, Aisle, Tow Kit Equipped (Tongue & Wheel Kit Sold Separately) Bleacher sale coupon	2,590	2	$11,942.00	$23,884.00
TOW-KIT-HD	Bleacher Heavy Duty Towing Kit, Includes Tongue & Wheel Set, For Use With 6-10 Row Towable Bleachers Bleacher sale coupon	150	2	$1,551.00	$3,102.00
	Subtotal	5,480		Subtotal	$26,986.00
				(Illinois Only) Tax	$0.00
				Shipping	$2,909.50
				Grand Total	$29,895.50

Customer Order Confirmation is required to process order.

Your Order will not be shipped without your "Order Confirmation"

Bill To:		Ship To:	
First Name*	Edgar	First Name	Edgar
Last Name*	Juarez	Last Name	Juarez
Company	City of San Luis Park and Rec.	Company	City of San Luis Park and Rec.
Address*	.	Address*	.
Address		Address	
City*	San Luis	City*	San Luis
State*	AZ	State*	AZ
Zip Code*	85349	Zip Code*	85349
Country		Country	
Phone*	928-920-5591	Phone	928-920-5591
Fax		Fax	
Email	ejuarez@sanluisaz.gov	Email	ejuarez@sanluisaz.gov

Additional Delivery Services

RECEIVED 9/25/19

Kay Park Recreation

Making People Places, People Friendly Since 1954

Sales@kaypark.com; www.kaypark.com
1301 Pine Street
Janesville, IA 50647-1028
Phone: 800-553-2476; Fax: 319-987-2127

Sales Quote

Quote ID: 09061902AZ
Quote Date: 09/06/2019
Date Printed: 09/12/2019
Prepared By: GRAY, MARILEE

XDIRCT
Quote To: CITY OF SAN LUIS

SAN LUIS, AZ 85349

Contact: EDGAR JUAREZ
Phone: 928-920-5591
Fax:
E-Mail: ejuarez@sanluisaz.gov

WEB
CITYOF

Ship To: CITY OF SAN LUIS

SAN LUIS, AZ 85349

Carrier: ABF
Payment Terms:

- [x] 24 Hour Call Ahead
- [ ] Liftgate
- [ ] Residential Delivery

Item	Model and Description (Below)	Color Information (If Applicable)	List Price	Disc (%)	Net Price	Qty	Item Total
1.	BLA10A21V4F448AHR 10 ROW 8" RISE AL FRAME BLCHR, 21' AL PLANK, DBL FTBDS, V4 RAILS, 48" AISLE		$12,333.00	12	$10,853.04	2	$21,706.08
2.	JIF1021 JIFFY MOVER FOR 10 ROW 21' BLEACHERS		$3,560.00	12	$3,132.80	2	$6,265.60

Total Weight: 7400 Lbs.

NOTE FREIGHT IS TRANSPORTATION ONLY OF KD BLEACHER PARTS> DOES NOT INCLUDE UNLOADING TRUCK OR ASSEMBLY ON SITE* Thank you for the opportunity to quote! ~Marilee~

Sub-Total:	**$27,971.68**
Shipping/Handling:	**$3,288.00**
Total Amount:	**$31,259.68**

- [x] **Freight charges do not include off loading unless liftgate is checked.**
- [x] **Freight charges may vary due to fuel surcharges.**
- [x] **Quote valid for 30 days.**
- [x] **Site preparation and assembly not included.**

RECEIVED
9/25/19

BSN SPORTS
450 N DOBSON RD STE 101
MESA, AZ 85201
Tel: Fax:
Visit us at www.bsnsports.com

Quote

Cart #: 5325626
Purchase Order #: Quote
Cart Name: San Luis City Edgar 10 Ro
Quote Date: 09/19/2019
Quote Valid-to: 12/31/2019
Payment Terms: NT30
Ship Via:
Ordered By: Edgar Juarez

Contact Your Rep
Youssef Semaan Email:**ysemaan@bsnsports.com** | Phone:**1**

Sold to
1310743
CITY OF SAN LUIS
Attn:
965 N. Park Avenue
SAN LUIS AZ 85349

Ship To
1310743
CITY OF SAN LUIS
Edgar Juarez
Attn:
965 N. Park Avenue
SAN LUIS AZ 85349

Payer
1310743
CITY OF SAN LUIS
Attn:
965 N. Park Avenue
SAN LUIS AZ 85349

Item Description	Qty	Unit Price	Total
10 Row 140 Seat Transp Preffered Bleach / NO picket fencing Item # - NBT1021P	2 EA	$ 10,800.00	$ 21,600.00
Transport Kit for 10 Row Transp Bleacher Item # - NBTK10	2 EA	$ 3,050.00	$ 6,100.00

Subtotal:	$27,700.00
Other:	$0.00
Freight:	$0.00
Sales Tax:	$2,659.20
Order Total:	$30,359.20
Payment/Credit Applied:	$0.00
Order Total:	**$30,359.20**

RECEIVED 9/25/19

AGENDA ITEM REVIEW FORM

Special City Council Meeting **5. E.**

Meeting Date: 12/23/2019

Department Head: Lizandro Galaviz, Director of Parks & Recreation, Parks & Recreation Department

Submitted By: Crystal Fragozo, Administrative Assistant, Parks & Recreation Department

Action Requested: Discussion Item - No Action to be Taken
Motion

ITEM:

Presentation followed by discussion and possible directions to staff on any and all matters regarding a Special Event Liquor License Application for the 2020 Lechuga Fest to be held on Saturday, January 25, 2020. **(Lizandro Galaviz, Director of Parks & Recreation Department)**

SUMMARY:

The City of San Luis Parks and Recreation Department is proposing to partner with Jaizu Entertainment Promotions to present an event concert to bring the band “La Brissa” (Cumbia style music) to our community. Staff will be developing a contract with promoters that will be funding the entertainment, sound, stage and other requirements by City Attorney and Risk Management for this event. The city would provide the facility venue for the event (fields, Cultural Center and trash containers). This is an opportunity to provide the residents with a concert type event that brings popular groups and artists for a low cost to the area. The city would request the Special Event Liquor Permit, with 25% going to the city and 75% to Jaizu Entertainment Promotions. This would be a onetime trial basis, and depending on the turnout, staff would renegotiate the contract for future events. Staff would like to develop these types of events to make the City of San Luis a tourism destination point and an economic boost opportunity for our local businesses. Funds raised from this event would benefit the field renovation fund to continue to enhance Joe Orduño Park.

RECOMMENDATION / SUGGESTED MOTION:

Discussion and possible directions to staff only, no action.

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 associated fiscal impact with this item.

Attachments

Special Events Liquor License Application - Lechuga Fest 2020

Arizona Department of Liquor Licenses and Control
800 W Washington 5th Floor
Phoenix, AZ 85007-2934
www.azliquor.gov
(602) 542-5141

FOR DLLC USE ONLY
Event Date(s):
Event time start/end:
CSR:
License:

APPLICATION FOR SPECIAL EVENT LICENSE
Fee= $25.00 per day for 1-10 days (consecutive)
Cash Checks or Money Orders Only

A service fee of $25.00 will be charged for all dishonored checks (A.R.S § 44-6852)

IMPORTANT INFORMATION: This document must be fully completed or it will be returned.
The Department of Liquor Licenses and Control must receive this application ten (10) business days prior to the event. If the special event will be held at a location without a permanent liquor license or if the event will be on any portion of a location that is not covered by the existing liquor license, this application must be approved by the local government before submission to the Department of Liquor Licenses and Control (see Section 12).

SECTION 1 Name of Organization: City of San Luis, Arizona

Name of Licensed Contractor **only** (if any): _____

SECTION 2 Non-Profit/IRS Tax Exempt Number: 86-0376164

SECTION 3 Event Location: Joe Orduno Park

Event Address: 965 N. Park Ave.

SECTION 4 Applicant must be a member of the qualifying organization and authorized by an Officer, Director, or Chairperson of the Organization.

1. Applicant: Galaviz (Last) Lizandro (First) R. (Middle) 05/05/1970 (Date of Birth)
2. Applicant's mailing address: PO Box 1170 (Street) San Luis (City) Arizona (State) 85349 (Zip)
3. Applicant's home/cell phone: (928) 919-8613 Applicant's business phone: (928) 341-8535
4. Applicant's email address: lgalaviz@cityofsanluis.org

I, **(Print Full Name)** Lizandro R. Galaviz declare that I am the APPLICANT filing this application as listed above. I have read the application and the contents and all statements are true, correct and complete.

X _____ _____ _____ _____
Signature **Title/ Position** **Date** **Phone Number**

The foregoing instrument was acknowledged before me this _____ _____ _____
Day **Month** **Year**

State _____ County of _____

My Commission Expires on: _____ _____
Date **Signature of Notary Public**

SECTION 5 Regarding the Applicant's application for a special event permit, I hereby certify that the Organization meets the criteria in A.R.S. § 4-203.02(E) for the issuance of the permit as indicated by checking one of the boxes below.

(1) ☐ The Applicant is a political party or a campaign committee supporting a candidate for public office. Please indicate the name of the candidate that the Applicant supports, the office that the candidate seeks, and the month and year that the applicant would first fill the office if successful.

Candidate: _____
Name **Office** **Month/Year**

(2) ☑ The Applicant is a non-profit entity organized in Arizona, or pursuant to the laws of another state that is eligible for designation as a nonprofit entity under Section 501(C) of the internal revenue code of the United States.
If the Applicant is applying under option (2) as a nonprofit entity, **please also INITIAL in the space provided next to all following statements to indicate that, to the best of the applicant's knowledge, they are true and correct.**

_____ The Applicant has received a determination letter from the Internal Revenue Service ("IRS") indicating that it is eligible for designation as a nonprofit entity under Section 501(C), eligibility or will be eligible on all days that the special event will occur, or has a pending application with the IRS for such treatment that has not been resolved but that will retroactively cover all days that the special event will occur. (Please provide a copy of either the IRS determination letter or the application [without attachments] with this application).

_____ The Applicant is not aware of any action by the IRS to revoke, suspend, or otherwise eliminate the Applicant's eligibility under 501(C), or if there is a pending application, the Applicant has not received any indication that the IRS will deny its application and has a good faith basis formed upon a reasonable inquiry into IRS regulations, guidelines, and forms that it is eligible under 501(C).

_____ The Applicant understands that if there is a change in circumstances after completing this form that may cause or has caused it to lose its eligibility under 501(C), whether before or after receiving an IRS determination letter, that it has an affirmative duty to notify the Department of Liquor, which may then take appropriate action with regard to the loss of eligibility.

To be completed only by an Officer, Director, or Chairperson of the organization.

I, **(Print Full Name)** Lizandro Galaviz declare that I am an Officer, Director, or Chairperson of the organization filing this application as listed above. I have read the application and the contents and all statements are true, correct and complete.

X _____ _____ _____ _____
Signature **Title/ Position** **Date** **Phone Number**

The foregoing instrument was acknowledged before me this _____ _____ _____
Day **Month** **Year**

State _____ County of _____

My Commission Expires on: _____ _____
Date **Signature of Notary Public**

SECTION 6 Will this event be held on a currently licensed premise and within the already approved premises? ☐ Yes ☑ No
(**If yes**, Local Governing Body Signature **not** required)

_____ _____ _____
Name of Business **License Number** **Phone (Include Area Code)**

SECTION 7 How is this special event going to conduct all dispensing, serving, and selling of spirituous liquors? Please read R-19-318 for explanation and check one of the following boxes.

- ☐ Place license in non-use
- ☐ Dispense and serve all spirituous liquors under retailer's license
- ☑ Dispense and serve all spirituous liquors under special event
- ☐ Split premise between special event and retail location

(IF USING RETAIL LICENSE, PLEASE SUBMIT A LETTER OF AGREEMENT FROM THE AGENT/OWNER OF THE LICENSED PREMISES TO SUSPEND OR RUN CONCURRENT WITH THE PERMANENT LICENSE DURING THE EVENT. IF THE SPECIAL EVENT IS ONLY USING A PORTION OF THE PREMISES, AGENT/OWNER WILL NEED TO SUSPEND THAT PORTION OF THE PREMISES.)

SECTION 8

What is the purpose of this event? ☑ On-site consumption ☐ Off-site (auction/wine/distilled spirits pull) ☐ Both

SECTION 9

1. Has the applicant been convicted of a felony, or had a liquor license revoked within the last five (5) years?
   ☐ Yes ☑ No **(If yes, attach explanation.)**

2. How many special event days have been issued to this organization during the calendar year? 0
   (The number cannot exceed 10 days per year.)

3. Is the organization using the services of a promoter or other person to manage the sale or service of alcohol? ☐ Yes ☑ No
   (If yes, must be a licensed contractor or licensee of series 6, 7, 11, or 12)

4. List all people and organizations who will receive the proceeds. Account for 100% of the proceeds. The organization applying must receive 25% of the gross revenues of the special event liquor sales. Attach an additional page if necessary.

   Name City of San Luis Parks (Parks and Rec.) Percentage: 25 %

   Address PO Box 1170 San Luis , Arizona 85349

   Name Jaizu Entertainment Promotions Percentage: 75%

   Address 103 East 24th Street (Street) Yuma (City) Arizona (State) 85364 (Zip)

Please read A.R.S. § 4-203.02 Special event license; rules and R19-1-205 Requirements for a Special Event License.

Note: ALL ALCOHOLIC BEVERAGE SALES MUST BE FOR CONSUMPTION AT THE EVENT SITE ONLY.

NO ALCOHOLIC BEVERAGES SHALL LEAVE A SPECIAL EVENT UNLESS THEY ARE IN AUCTION WINE OR DISTILLED SPIRITS PULL SEALED CONTAINERS OR THE SPECIAL EVENT LICENSE IS STACKED WITH WINE /CRAFT DISTILLERY FESTIVAL LICENSE.

5. What type of security and control measures will you take to prevent violations of liquor laws at this event?
   (List type and number of police/security personnel and type of fencing or control barriers, if applicable.)

   4 Number of Police 8 Number of Security Personnel ☑ Fencing ☑ Barriers

   Explanation: Fencing and barricades will be placed around designated consumption areas. Entrance and exit will be posted.

SECTION 10 Dates and Hours of Event. Days must be consecutive but may not exceed 10 consecutive days.
See A.R.S. § 4-244(15) and (17) for legal hours of service.

PLEASE FILL OUT A SEPARATE APPLICATION FOR EACH "NON-CONSECUTIVE" DAY

	Date	Day of Week	Event Start Time AM/PM	License End Time AM/PM
DAY 1:	Jan. 25,2020	Saturday	3:00 pm	2:00 am
DAY 2:				
DAY 3:				
DAY 4:				
DAY 5:				
DAY 6:				
DAY 7:				
DAY 8:				
DAY 9:				
DAY10:				

SECTION 11 License premises diagram. The licensed premises for your special event is the area in which you are authorized to sell, dispense or serve alcoholic beverages under the provisions of your license. Please attach a diagram of your special event licensed premises. Please show dimensions, serving areas, fencing, barricades, or other control measures and security position.

ATTACH DIAGRAM

Please contact the local governing board for additional application requirements and submission deadlines. Additional licensing fees may also be required before approval may be granted. For more information, please contact your local jurisdiction.

SECTION 12 Local Governing Body Approval Section.

Date Received: _____

I, _____ _____ recommend ☐APPROVAL ☐ DISAPPROVAL
(Government Official) (Title)

On behalf of _____, _____, _____, _____
(City, Town, County) Signature Date Phone

SECTION 13 For Department of Liquor Licenses and Control use only.

☐APPROVAL ☐DISAPPROVAL BY: _____ DATE: ____/____/____

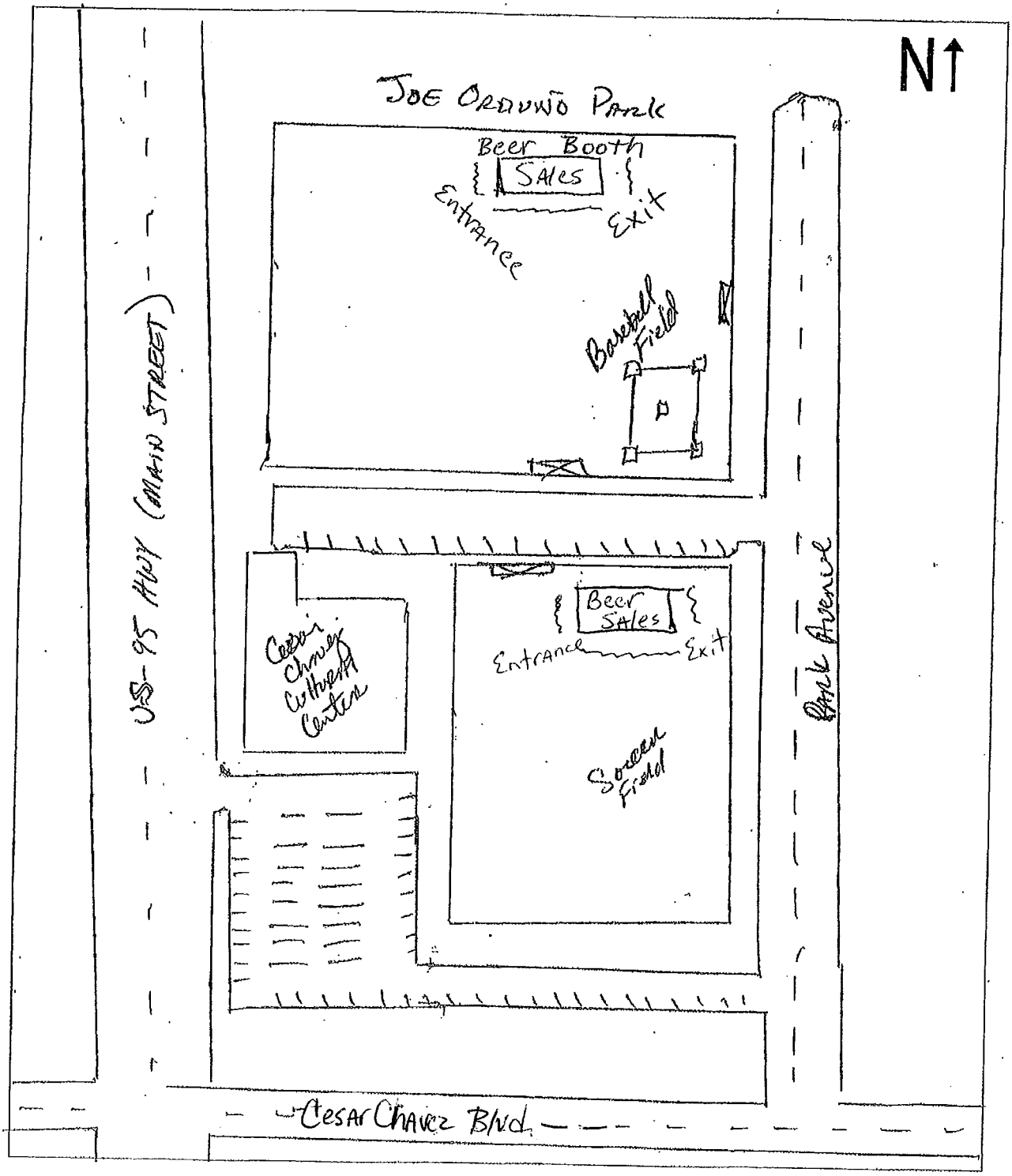
A.R.S. § 41-1030. Invalidity of rules not made according to this chapter; prohibited agency action; prohibited acts by state employees; enforcement; notice

B. An agency shall not base a licensing decision in whole or in part on a licensing requirement or condition that is not specifically authorized by statute, rule or state tribal gaming compact. A general grant of authority in statute does not constitute a basis for imposing a licensing requirement or condition unless a rule is made pursuant to that general grant of authority that specifically authorizes the requirement or condition.

D. THIS SECTION MAY BE ENFORCED IN A PRIVATE CIVIL ACTION AND RELIEF MAY BE AWARDED AGAINST THE STATE. THE COURT MAY AWARD REASONABLE ATTORNEY FEES, DAMAGES AND ALL FEES ASSOCIATED WITH THE LICENSE APPLICATION TO A PARTY THAT PREVAILS IN AN ACTION AGAINST THE STATE FOR A VIOLATION OF THIS SECTION.

E. A STATE EMPLOYEE MAY NOT INTENTIONALLY OR KNOWINGLY VIOLATE THIS SECTION. A VIOLATION OF THIS SECTION IS CAUSE FOR DISCIPLINARY ACTION OR DISMISSAL PURSUANT TO THE AGENCY'S ADOPTED PERSONNEL POLICY.

F. THIS SECTION DOES NOT ABROGATE THE IMMUNITY PROVIDED BY SECTION 12-820.01 OR 12-820.02.


N
Joe Orduño Park
Beer Booth
Sales
Entrance
Exit
Baseball Field
US-95 Hwy (Main Street)
Park Avenue
Cesar Chavez Cultural Center
Beer Sales
Entrance
Exit
Soccer Field
Cesar Chavez Blvd.

— Fencing

AGENDA ITEM REVIEW FORM

Special City Council Meeting **5. F.**

Meeting Date: 12/23/2019

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

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

Action Requested: Motion
Ordinance

ITEM:

Discussion and possible action on any and all matters regarding Ordinance No. 393. An Ordinance of the Mayor and City Council of the City of San Luis, Arizona amending the City Code by amending Chapter 112, "Transportation Business Regulations" to provide for a border area and a system of issuance and regulation for border area vehicle permits to park at Taxi Stands or wait at Taxi Waiting Stands within said border area; amending the definition for Taxicab; renumbering certain sections within Chapter 112; repealing any conflicting provisions; providing for severability, and establishing an effective date. **(Richard Jessup, Chief of Police, Angel Ramirez, Fire Chief and Eulogio Vera, Public Works Director)**

SUMMARY:

Due to the congestion of vehicle traffic and pedestrian traffic in the border area of the Port of Entry #1 (POE1), staff is concerned for the safety of people traveling and walking through the area. Much of the congestion is due to the concentration of taxis and liveries in the border area of POE1.

The proposed ordinance seeks to make the area safer by creating a border area. The ordinance will limit the number of taxis and liveries solely in the border area. All other areas of the city will not be limited. For the safety of all of those in the area of POE 1, the ordinance limits the number of vehicles using the city's curbs and rights of way there. The ordinance does this by setting up a permitting system that allows only businesses who have a physical business and dispatch center in the City of San Luis and have a certain number of vehicles in service for that business.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO ADOPT AND APPROVE ORDINANCE NO. 393.

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 a $50.00 fee for licensing to help defray the associated permitting costs.

Attachments

Ordinance 393

OFFICE OF THE
MAYOR
CITY OF SAN LUIS

Ordinance

No. 393

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF THE CITY OF SAN LUIS, ARIZONA AMENDING THE CITY CODE BY AMENDING CHAPTER 112, "TRANSPORTATION BUSINESS REGULATIONS" TO PROVIDE FOR A BORDER AREA AND A SYSTEM OF ISSUANCE AND REGULATION FOR BORDER AREA VEHICLE PERMITS TO PARK AT TAXI STANDS OR STAND AT TAXI WAITING STANDS WITHIN SAID BORDER AREA; AMENDING THE DEFINITION FOR TAXICAB; RENUMBERING CERTAIN SECTIONS WITHIN CHAPTER 112; REPEALING ANY CONFLICTING PROVISIONS; PROVIDING FOR SEVERABILITY, AND ESTABLISHING AN EFFECTIVE DATE.

NOW, THEREFORE, be it ordained by the Mayor and City Council of the City of San Luis, Arizona as follows:

Section 1. Section 112.01 PURPOSE is hereby amended to read as follows:

§112.01 PURPOSE

(A) The purpose of this Chapter is to promote the safety and public welfare of the public, employees, and public transportation companies by the issuance of business licenses as well as special permits to be able to access certain Taxi Stands located in the public rights of way within the City of San Luis.

(B) The City Council finds that in 2018 as part of the urban study report entitled "Improving Community Connections," by the United States Environmental Protection Agency and the United States General Services Administration, it was recommended that the existing Taxi Stands near Port of Entry 1 be relocated due to pedestrian and vehicle conflicts and pedestrians blocking traffic when pedestrians cross to access the existing Taxi Stand.

(C) The City Council further finds that if the existing stand is relocated to the south side of Urtuzuastegui Street next to the retention basin of the San Luis Industrial Park as recommended, there will not be room for as many taxis near Port of Entry 1 as previously provided.

(D) The City Council further finds that both the Police Department and the Fire Department of the City are reporting problems of access and response time due to congestion and a narrow roadway at the intersection of Main Street and Urtuzuastegui Street combined with a large number of requests for emergency response to that area.

(E) Therefore, the City Council finds that in order to:

1. provide for the proper movement of traffic,
2. alleviate congestion,
3. promote the flow of traffic,
4. provide for the safety of pedestrians,
5. allow for proper emergency vehicle response and
6. protect the health and safety of the public;

regulation of the location and use of Taxi Stands near the Port of Entry 1 has become necessary.

Section 2. Chapter 112 Transportation Business Regulations of the City Code is hereby amended by amending §112.02 DEFINITIONS by adding the following definitions for Border Area Taxi Stand and Border Area Taxi Waiting Stand:

BORDER AREA TAXI STAND. Any Taxi Stand established on any right of way within the City limits of the City of San Luis located within the following area:

1. on the west, the western edge of San Luis Plaza Drive;

2. on the south, the border between the United States and Mexico;

3. on the east, the eastern edge of Sixth Avenue and

4. on the north, the east-west alignment along the northern edge of D Street to the alignment of the western edge of San Luis Plaza Drive.

All Taxicabs utilizing a Taxi Stand shall park with the right-side wheels of the vehicle no more than eight inches from the curb.

BORDER AREA TAXI WAITING STAND. Any taxi waiting stand established on any right of way or other public property located within the following area:

1. on the west, the western edge of San Luis Plaza Drive;

2. on the south, the border between the United States and Mexico;

3. on the east, the eastern edge of Sixth Avenue and

4. on the north, the east-west alignment along the northern edge of D Street to the alignment of the western edge of San Luis Plaza Drive.

All Taxicabs utilizing a taxi waiting stand shall park with the right-side wheels of the vehicle no more than eight inches from the curb.

Section 3. The definition of ***TAXICAB*** as contained at §112.02 is hereby amended to read as follows:

TAXICAB a taxi or livery as defined by §72.07.

All other definitions in §112.02 remain the same.

Section 4. Existing §112.09 SEVERABILITY is hereby renumbered to §112.97, and existing §112.10 CONFLICTS is hereby renumbered to §112.98.

Section 5. Chapter 112 Transportation Business Regulations of the City Code is hereby amended by adding Section 112.09 BORDER AREA TAXI VEHICLE PERMIT AND REGULATIONS of the City Code as follows:

§112.09 **BORDER AREA TAXI VEHICLE PERMIT AND REGULATIONS**

Each Taxicab stopping, standing, or parking at either a Border Area Taxi Stand or a Border Area Taxi Waiting Stand shall be required to have a border area taxi vehicle permit. The permit covers the designated vehicle and cannot be transferred to another vehicle. To obtain a border area taxi vehicle permit, an applicant must meet the following criteria:

A. The Taxicab Business applying for a border area taxi vehicle permit must:

1. have at least five (5) Taxicabs with current transportation business vehicle permits by the City of San Luis as required by this Chapter and

2. have all of its vehicles titled and registered in the State of Arizona to the single Person (which includes a person or entity under the definition of Person in this Chapter) constituting the Taxicab Business applying for a border area taxi vehicle permit.

B. The Taxicab Business applying for a border area taxi vehicle permit must provide dispatch services to its Taxicabs from a central location. Dispatch services may not be provided from a residential location. Dispatch services shall be provided and available Monday through Friday from at least 7 a.m. to 6 p.m. (seven in the morning to six at night). The dispatch center shall

maintain a telephone number that may be contacted by the public and public safety services of the City of San Luis.

C. Each vehicle that is permitted as a border area taxi must prominently display the telephone number of either its dispatch center or a Business office of the Taxicab Business on its exterior 4 sides and in the inside where its passengers can see it. The telephone number so displayed must be a number that members of the public may contact during Business hours, Monday through Friday from at least 7 a.m. to 6 p.m. (seven in the morning to six at night).

D. Any Taxicab Business applying for a border area taxi vehicle permit must maintain a Business office inside the city limits of the City of San Luis. The said Business office shall not be located in a residential zone.

E. No more than thirty-five (35) border area taxi vehicle permits shall be issued.

F. No more than ten (10) border area taxi vehicle permits shall be issued to any single Taxicab Business.

G. Licenses shall be valid for one year from the date of issuance.

H. In the event there are more qualified applications for border area taxi vehicle permits than the total allowed pursuant to subsection C above, permits shall be issued based upon the order in which the application or applications for such permits were received.

I. An annual fee for each border area taxi vehicle permit shall be fifty dollars ($50.00). Said fifty-dollar fee is in addition to all other fees and charges required by the Transportation Business Regulations of the City of San Luis.

J. Any vehicle for which the City of San Luis has issued a border area taxi vehicle permit must display the border area taxi vehicle permit number assigned by the City of San Luis on both exterior sides and the exterior rear of the permitted vehicle. This display shall be provided by the City of San Luis.

K. In the event a Taxicab Business or a Taxicab with a border area taxi vehicle permit is determined to be in violation of any of the provisions this Chapter, the Chief of Police (or other acting chief official of the Police Department)

may suspend or revoke the border area taxi permit issued to the vehicle or the border area taxi vehicle permits issued to the Taxicab Business. Any person aggrieved by the suspension or revocation shall be appraised of his/her right to appeal and may appeal to the City Manager. An appeal must be perfected within five (5) days after receipt of notice of any protested decision or action by filing with the Office of the City Clerk a letter briefly stating therein the basis for such appeal. A hearing shall be held on a date not more than fifteen (15) days after receipt of the letter of appeal. The appellant shall be given at least three (3) days of notice of the time and place of the hearing. The City Manager may designate a hearing officer to hear the appeal. The City Manager or hearing officer shall give the appellant, and any other interested party, a reasonable opportunity to be heard and show cause why the determination of the Chief of Police (or other acting chief official of the Police Department) should not be upheld. At the conclusion of the hearing, the City Manager or hearing officer shall make a final and conclusive decision.

Section 6. Chapter 112 Transportation Business Regulations of the City Code is hereby amended by amending §112.03 General to add subsection E as follows:

(E) No vehicle shall stop, stand, or park in or on a designated Border Area Taxi Stand or a Border Area Taxi Waiting Stand other than a vehicle with a valid border area taxi vehicle permit.

Section 7. In the event of a conflict between the provisions of this Ordinance and any other ordinance, resolution, regulation, or policy of the City of San Luis, the conflicting provisions are hereby repealed, superseded, and replaced, and the provisions of this ordinance shall govern.

Section 8. If any section, subsection, sentence, clause, phrase or portion of this ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

Section 9. This ordinance shall become effective on January 22, 2020.

[Intentionally left blank, signature page follows]

PASSED, ADOPTED and APPROVED by the Mayor and City Council of the City of San Luis, Yuma County, Arizona this ____day of December 2019.

Gerardo Sanchez, Mayor

ATTEST:

Sonia Cornelio, City Clerk

APPROVED AS TO FORM:

Kay Marion Macuil, City Attorney