



NOTICE OF REGULAR COUNCIL MEETING

In accordance with § 38-431.02 of the Arizona Revised Statutes of the State of Arizona, notice is hereby given to the Members of City Council and to the general public that the Mayor and Council of the City of San Luis, Arizona will hold a Regular City Council meeting at 6:00 p.m., Wednesday, January 24, 2024. The meeting will take place at the City Council Chambers, located at 1090 E. Union Street, San Luis, Arizona, 85349. 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 or employment in its programs, activities, or services. For information regarding rights and provisions of the ADA or Section 504, or to request reasonable accommodations for participation in City programs, activities, or services contact: ADA/Section 504 Coordinator, City of San Luis Human Resources Department, 1090 E. Union Street, San Luis, Arizona, 85349; (928) 341-8520.

Notice is hereby given that pursuant to A.R.S. § 1-602.A.9, subject to certain specified statutory exceptions, parents have a right to consent before the State or any of its political subdivisions make a video or audio recording of a minor child. Meetings of the City Council are audio and/or video recorded, and, as a result, proceedings in which children are present may be subject to such recordings. Parents in order to exercise their rights may either file written consent with the City Clerk to such recordings or take personal action to ensure that their child or children are not present when a recording may be made. If a child is present at the time a recording is made, the City will assume that the rights afforded parents pursuant to A.R.S. § 1-602.A.9 have been waived.

THIS NOTICE IS GIVEN BY:

/s/ Sonia Cornelio, City Clerk

AVISO DE JUNTA REGULAR

De acuerdo con los Estatutos del Estado de Arizona A.R.S. § 38-431.02, se le informa a los miembros del Cabildo y al público en general que el Alcalde y el Cabildo, tendrán una Junta Regular a las 6:00 p.m., el día Miércoles, 24 de Enero del 2024. 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 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, Actuaría de la Ciudad

AMENDED AGENDA ON 1/23/2024
PREVIOUSLY ITEM NO. 7. D. HAS BEEN REMOVED AND
RE-NUMBERED ACCORDINGLY



AGENDA
Regular Meeting
San Luis City Council
San Luis Council Chambers
1090 E. Union Street
San Luis, AZ 85349
January 24, 2024
6:00 p.m.

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

TENGA EN CUENTA QUE LOS MIEMBROS DEL CABILDO DE LA CIUDAD ASISTIRÁN EN PERSONA, TELÉFONO O COMUNICACIÓN POR VIDEO CONFERENCIA. LA ALCALDESA O ALCALDE INTERINO DE ESTA REUNIÓN PUEDE CAMBIAR EL ORDEN DE LOS TEMAS; SI ESTÁ AUTORIZADO POR LA LEY Y POR MAYORÍA DE VOTOS DE UN QUÓRUM DE MIEMBROS DEL CABILDO PRESENTES, SE LLEVARÁ A CABO UNA SESIÓN EJECUTIVA INMEDIATAMENTE DESPUÉS DE LA VOTACIÓN DE ACUERDO CON LOS ESTATUTOS DEL ESTADO DE ARIZONA A.R.S. § 38-431.03 (A) Y LA REUNIÓN SERÁ TEMPORALMENTE RECESADA MIENTRAS EL CABILDO DE LA CIUDAD SE RETIRE A UNA SESIÓN EJECUTIVA QUE NO ESTARÁ ABIERTA AL PÚBLICO.

1. CALL TO ORDER/ROLL CALL

2. PLEDGE OF ALLEGIANCE

3. INVOCATION

4. 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.

5. PRESENTATIONS

5. A. Presentation on the Southwest Off-Road Series (SOS) event to take place on April 13, 2024. **(Manuel Rojas, SOS Event Coordinator)**

5. B. Presentation on the Arizona Students Association and their services to the community. **(Brian De La Hoya, Arizona Students' Association Fellow)**

6. 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.

6. A. MINUTES OF

- Special Council meeting held January 3, 2024

6. B. DISBURSEMENTS FROM DECEMBER 30, 2023 TO JANUARY 18, 2024

Total \$1,685,326.09

(One Million, Six Hundred Eighty-Five Thousand, Three Hundred Twenty-Six Dollars and Nine Cents)

7. DISCUSSION AND POSSIBLE ACTION ITEMS:

- 7. A.** Discussion and possible action on any and all matters regarding the approval of budget transfer from City Council Contingency to City Council Contractual Services accounts. **(Roula Encinas, Acting Director of Finance)**
- 7. B.** Discussion and possible action on any and all matters regarding an Independent Contractor Agreement with Victor Remigio Martinez Cantu to provide professional services for the 4FrontED Binational Region. **(Jenny Torres, Acting City Manager)**
- 7. C.** Discussion and possible action on any and all matters regarding the re-appointment of two (2) City of San Luis residents to serve on the City of San Luis Planning and Zoning Commission. **(Jose A. Guzman, Director of Development Services)**
- 7. D.** Discussion and possible action on any and all matters regarding the purchase of new traffic signal materials and equipment for two (2) of the Highway Users Division capital improvement projects. **(Jorge Perez, Assistant Director of Public Works)**
- 7. E.** Discussion and possible action on any and all matters regarding the purchase of new Pureflow Chemical Feed Systems for water treatment sites. **(Jorge Perez, Assistant Director of Public Works)**
- 7. F.** Discussion and possible action on any and all matters regarding the purchase of new traffic signal materials and equipment for two of the Highway Users Division capital improvement projects. **(Jorge Perez, Assistant Director of Public Works)**
- 7. G.** Discussion and possible action on any and all matters regarding Ordinance No. 446. An Ordinance of the Mayor and City Council of the City of San Luis, Arizona, adopting a policy for flags on city property; repealing any conflicting provisions; and providing for severability. **(Kay Marion Macuil, City Attorney)**

A. Action on reading of Ordinance No. 446 by title only

B. Action on Ordinance No. 446

8. SUMMARY OF CURRENT EVENTS

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

9. EXECUTIVE SESSION:

Discussion and possible action to hold an Executive Session pursuant to A.R.S. §§ 38-431.03(A)(3), (4), and (7) on any and all matters regarding the Gethsemani Food Ministry operations impacts and consultation for legal advice with the city attorneys including but not limited to possible directions including contract negotiations (under subsection (4)) or land lease (under subsection (7)) allowed in executive sessions. **(Kay Marion Macuil, City Attorney)**

10. MOTION TO GO BACK INTO REGULAR SESSION

11. ADJOURNMENT



PRESENTATION

Regular City Council Meeting

5. A.

Meeting Date: 01/24/2024

Submitted By: Sonia Cornelio, City Clerk's Office

Presentation Topic/Summary:

Presentation on the Southwest Off-Road Series (SOS) event to take place on April 13, 2024. **(Manuel Rojas, SOS Event Coordinator)**

Attachments

SOS Letter

RECEIVED

JAN 17 2024

CITY CLERK'S OFFICE

Southwest Off-road Series
1964 E Cesar Chavez Blvd
San Luis, AZ 85336
(928)550-1806

City of San Luis
1090 E Union Street
San Luis AZ, 85336



Dear City of San Luis

We hope this letter finds you in good health and high spirits. The reason for this letter is to request your support and sponsorship for an exciting and meaningful event, the *Southwest Off-Road Series (SOS)*. We are organizing the off-road showcase to bring our community together and at the same time raise funds for a noble cause – college scholarships for deserving students and beneficial donations for underprivileged members of our community.

The *Southwest Off-Road Series* is not just an adrenaline pumping off-road experience; it's an opportunity to make a real difference in the lives of young individuals who aspire to further their education and provide support to those in need. Your support can have a profound impact on their future.

Why Sponsor *SOS* ?

1. **Impactful Giving:** By sponsoring our event, you contribute to a brighter future for young scholars and provide much-needed assistance to the disadvantaged youth. Your support will directly impact lives.
2. **Positive Exposure:** Your brand will gain significant exposure and recognition throughout the event, both in the on-site presence and through our marketing and promotional efforts. We anticipate 50 automotive participants and over 10,000 spectators from all over Yuma County.
3. **Community Engagement:** Supporting *SOS* demonstrates your commitment to the local community and your dedication to social responsibility.

Pueblo Housing & Community Development

Tax ID number #20-0443774

Return completed form to:

Registration: Southwest Offroad Series

PO Box 6840 San Luis, AZ 85349

Or email to help@southwestoffroadseries.com

WWW.SOUTHWESTOFFROADSERIES.COM

Sponsorship Levels

We offer several sponsorship levels to accommodate your budget and specific needs, including naming rights, prominent logo placement, and exclusive marketing opportunities. Attached to this letter is a detailed sponsorship package outlining the benefits of each level.

About Us

SOS is a servant committee founded this year 2023 by San Luis, Arizona residents with the purpose of bringing the community together with an event rich in the regions culture and traits.

We believe that your involvement in SOS will create a lasting impact, and we invite you to join us in this meaningful endeavor. Your support can make a significant difference in the lives of those who need it most.

You may reach us through our contact information provided on the detailed sponsorship guide to discuss how you can become a sponsor. We appreciate your consideration and support and hope to work closely with you in achieving our shared goals.

Thank you for considering our proposal, and we look forward to the opportunity to make a difference together.

Sincerely,

Mark U Concha

Pueblo Housing & Community Development
Tax ID number #20-0443774
Return completed form to:
Registration: Southwest Offroad Series
PO Box 6840 San Luis, AZ 85349
Or email to help@southwestoffroadseries.com
WWW.SOUTHWESTOFFROADSERIES.COM



SATURDAY, APRIL 06, 2024
PLAZA COLIBRI SAN LUIS, AZ
6PM- MIDNIGHT - SETUP: 10 AM - 5 PM

TITLE SPONSOR

\$5,000

- Logo on shirt
- Logo on selected marketing materials
- Logo on website
- Logo at newspaper article after event
- Banner logo on stage/dyno
- 10x20 Display booth (optional)
- 10x10 Display booth at Pre-Registration Event
- Promo bag
- Recognition plaque
- 5 event shirts
- Premium Stage time (optional)

DYNO SPONSOR

\$3,000

- Logo on shirt
- Logo on selected marketing materials
- Logo on website
- Logo at newspaper article after event
- Banner logo on stage/dyno
- 10x20 Display booth (optional)
- 10x20 display booth (optional)
- Recognition plaque
- 3 event shirts
- Promo bag

STAGE/ENTERTAINMENT SPONSOR -

\$3,000

- Logo on shirt
- Logo on selected marketing materials
- Logo on website
- Logo at newspaper article after event
- Banner logo on stage
- 10x20 display booth (oprional)
- Recognition plaque
- 3 event shirts
- Promo bag

OUTLAW CHALLENGE SPONSOR

\$3,000

- Logo on shirt
- Logo on selected marketing materials
- Logo on website
- Logo at newspaper article after event
- Banner logo on sand drag area
- 10x20 display booth (oprional)
- Recognition plaque
- 3 event shirts
- Promo bag

GOLD SPONSOR

\$2,000

- Logo on shirt
- Logo on selected marketing materials
- Logo on website
- 10x10 display booth (optional)
- Recognition plaque
- 3 event shirts
- Promo bag

SILVER SPONSOR

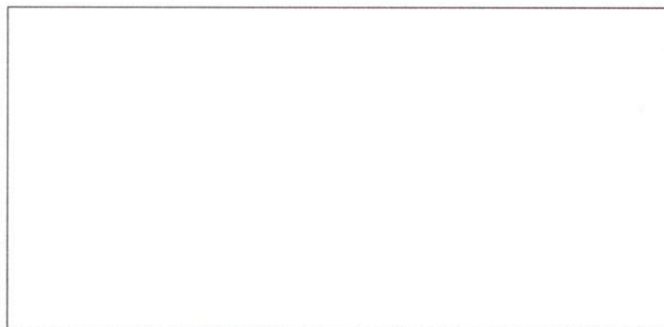
\$1,000

- Logo on selected marketing materials
- 10x10 display booth (optional)
- Recognition plaque
- 1 event shirts
- Promo bag

SPONSORSHIP COMMITMENT

SPONSORSHIP LEVEL

Title	\$5,000
Dyno	\$3,000
Stage/Entertainment	\$3,000
Outlaw Challenge	\$3,000
Gold	\$2,000
Silver	\$1,000



Display Area: ☐ Yes ☐ No

Company Name _____

Contact Person _____

Contact Phone _____

Contact e-mail _____

Approved by _____ Date _____

Mark Concha (SOS) Coordinator (928) 550-1806

Manuel Rojas (SOS) Coordinator (928) 315-5649

Please make Checks Payable to **Pueblo Housing & Community Development**.
e-mail company logo and company website link (if any) to: help@southwestoffroadseries.com

50% is due upon signing **non-refundable**; balance is due 30 days prior to event. This is a non profit fund raiser event therefore, Funds collected will go to

Pueblo Housing & Community Development
Tax ID number # 20-0443774

Return completed form to:
Registration: Southwest Offroad Series
P.O Box 6840 San Luis, AZ 85349
or email to help@southwestoffroadseries.com

WWW.SOUTHWESTOFFROADSERIES.COM



PRESENTATION

Regular City Council Meeting

5. B.

Meeting Date: 01/24/2024

Submitted By: Francia Alonso, Administration

Presentation Topic/Summary:

Presentation on the Arizona Students Association and their services to the community. **(Brian De La Hoya, Arizona Students' Association Fellow)**

Attachments

Presentation

Storytelling

The Story of Self, Us and Now.



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@arizstudents

www.azstudents.org

“Movements have narratives. They tell stories, because they are not just about rearranging economics and politics. They also rearrange meaning. And they’re not just about redistributing the goods. They’re about figuring out what is good.” —
Marshall Ganz

Why do we tell stories?

- Stories unite movements
- Stories connect us to the why
- Stories motivate others to action
- If we don't tell our stories, someone will tell them for us

Story of Us (ASA)



@azstudents



@azstudents



@arizstudents

www.azstudents.org

Creation of ASA

ASA was founded in 1974 by the 3 public university student body presidents.



ASA Mission Statement



The student-led, non-partisan Arizona Students' Association works to actively empower the student voice, create concrete change, and advocate for student issues by developing student leaders; initiating and executing grassroots campaigns; raising awareness; creating a firm foundation on our stances through proper research; and engaging our government officials at a local, state, and national level.



@azstudents



@azstudents



@arizstudents

www.azstudents.org

What Has ASA Done For Students?



Won 2 Student
Regent Seats
on ABOR



Established the
Arizona
Financial Aid
Trust Grant



Defeats a 40%
cut in funding
in FY2010



ASA gets
Common Course
Numbering
Signed into Law.

Recent ASA Victories



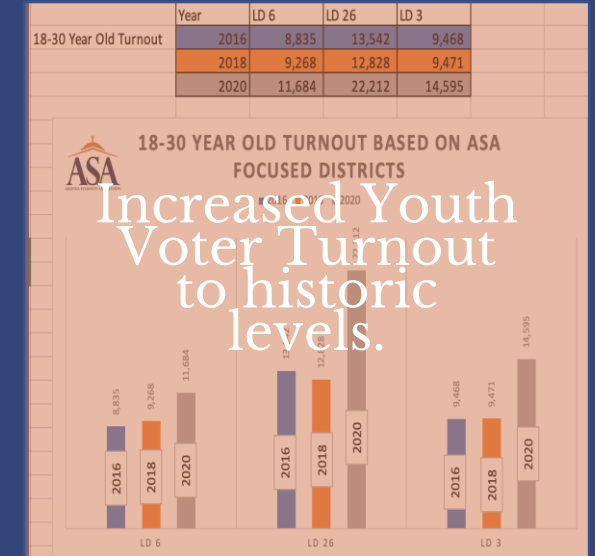
League of United Latin American Citizens Arizona; Arizona Students' Association,

Plaintiffs,

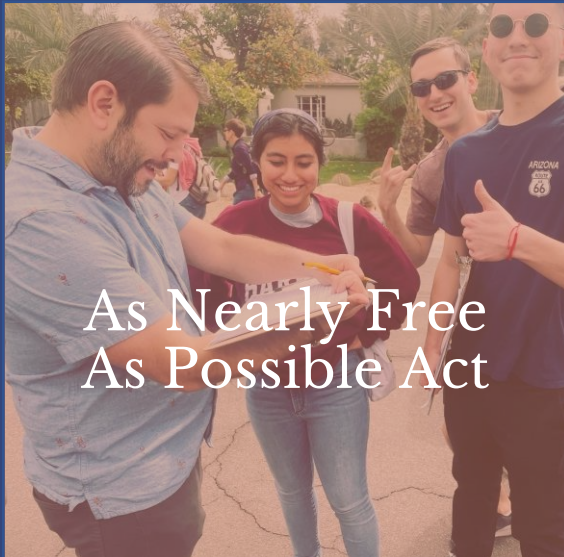
Expanded Student Voting Rights

v. Michele Reagan, in her official capacity as Secretary of State of Arizona; Adrian Fontes, in his official capacity as Maricopa County Recorder,

Defendants.



2021



2022



**The Biden Administration's
Student Loan Debt Plan**

FORGIVING DEBT

\$20,000 if you
earn less than \$125,000
per year

\$10,000 if you
earn less than \$75,000
per year

Student loan pause extended one
final time through Dec 31, 2022

PAYMENT BASED ON INCOME

If you have undergraduate loans, you can cap
repayment at 5% of your monthly income

**THE STUDENT AGENDA
GOTV VICTORIES**

43,251 CONTACT ATTEMPTS

26,133 Doors Knocked

ASA
ARIZONA STUDENTS' ASSOCIATION

TEMPE 21,960 LD 8
MESA 4,938 LD 9
TUCSON 11,356 LD 20
FLAGSTAFF 4,963 LD 7



2023



#CANCELSTUDENTDEBT **ASA**
ARIZONA STUDENTS' ASSOCIATION
UPDATE

PRESIDENT BIDEN'S
RESPONSE

2. Saving on a Valuable Education (SAVE) plan

- 50% cut to repayment amount for undergraduate loan borrowers from 10% to 5% of discretionary income.
- Reduces the amount of income that is considered non-discretionary income and therefore not eligible for income-based repayment.
- Forgives loan balances after 10 years of payments, instead of 20 years, for borrowers with original loan balances of \$12,000 or less.

Student Debt
Cancellation



THE 3 PILLARS OF ASA

Advocacy Leadership Development Organizing



@azstudents



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www.azstudents.org



ADVOCACY

ASA advocates to elected officials for affordable & accessible higher education at a local, state & national level



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Statewide Conferences

- AZ Student Voting Summit
- Youth Empowerment Summit, Spring Semester

On Campus Fellowships

- Organizing Track, Fall Semester
- Advocacy Track, Spring Semester



LEADERSHIP DEVELOPMENT



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www.azstudents.org



ORGANIZING

Every year ASA runs issue campaigns across the state organizing students to take action.

Continuous Campaigns:

- Affordable & Accessible Higher Education
- Cancel Student Debt
- Dream Act
- Climate Justice

Story of Now



@azstudents



@azstudents



@arizstudents

www.azstudents.org

What is Our Current Fight?

- We are currently suing the state; challenging H.B. 2492, an extreme anti-voter law passed last session.
- We are ensuring the student voice is heard on election day by registering and committing students to vote.
- We are organizing around issues that directly impact students such as the right to abortion, climate change and higher education accessibility and affordable.

Story of Self



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The Role of Your Story



Incorporating Challenge, Choice & Outcome

Challenge: What was the specific challenge you faced? Why did you feel it was a challenge? What was so challenging about it? Why was it your challenge?

Choice: What was the specific choice you made? Why did you make the choice you did? Where did you get the courage (or not)? Where did you get the hope (or not)? How did it feel?

Outcome: What happened as a result of your choice? What hope can it give us? How did the outcome feel? Why did it feel that way? What did it teach you? What do you want to teach us? How do you want us to feel?

Story of Self Practice

- Pair up with someone in the room you don't know yet
- Take turns sharing your story of self within an organizational lens with your partner
- Provide feedback to your partner on how that can improve their story of self to make it more impactful

Closing



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AGENDA ITEM REVIEW FORM

Regular City Council Meeting

6. A.

Meeting Date: 01/24/2024

Summary

MINUTES OF

- Special Council meeting held January 3, 2024

Attachments

1/3/2024 SCM

MINUTES
Special Council Meeting
San Luis City Council
San Luis Council Chambers
1090 E. Union Street
January 3, 2024
6:00 p.m.

1. CALL TO ORDER/ROLL CALL

Mayor Nieves Riedel called the Special City Council meeting to order at approximately 6:00 p.m.

PRESENT: Mayor Nieves Riedel
Vice Mayor Gloria Torres
Council Member Maria Cecilia Cruz
Council Member Javier Vargas

ABSENT: Council Member Luis E. Cabrera
Council Member Tadeo Azael De La Hoya
Council Member Matias Rosales

OTHERS PRESENT: Jenny Torres, Acting City Manager
Kay Macuil, City Attorney
Sonia Cornelio, City Clerk
Adela Cortez, Director of Human Resources
Angel Ramirez, Fire Chief
Antonio Maldonado, Video Production Specialist
Armando Esparza, Director of Economic Development and
Government Foreign Affairs
Axel Chayra, I.T. Technician
Danae T. Figueroa, Magistrate
Derek Dueñas, I.T. Manager
Domingo Sosa, Graphics and Media Specialist
Edgar Esparza, Billing & Collections Manager
Eulogio Vera, Director of Public Works
Francia Alonso, Public Information Officer
Jerry Landau, Judge
Joaquin Campa, Building Official
Jorge Perez, Assistant Director of Public Works
Jose Guzman, Director of Development Services
Lizette Varela, Acting Director of Parks & Recreation
Manuel Hernandez, Acting Assistant Director of Public Works
Miguel Ramirez, Finance Accounting Manager
Nigel Reynoso, Acting Chief of Police
Olivia Jenkins, Operations Coordinator

Roula Encinas, Finance Operations Manager
Yolanda Dueñas, Facilities Supervisor
Alberto Leon, Resident
Kathy Schaben, Superior Court Administrator

2. PLEDGE OF ALLEGIANCE

Council Member Maria Cecilia Cruz led the Pledge of Allegiance.

3. DISCUSSION AND POSSIBLE ACTION ITEMS:

3. A. Presentations followed by discussion on any and all matters regarding updates from all city departments on capital projects, programs, and services offered to our community. (Department Heads)

The following departments provided an update on capital projects completed, programs offered to the community and/or a summary of their department's accomplishments from July through December 2023:

1. Public Works – Eulogio Vera, Director of Public Works
2. Parks & Recreation – Lizette Varela, Acting Director of Parks & Recreation
3. Police Department – Nigel Reynoso, Acting Chief of Police
4. Fire Department – Angel Ramirez, Fire Chief
5. Development Services – Jose Guzman, Director of Development Services
6. Economic Development – Armando Esparza, Director of Economic Development and Government Foreign Affairs
7. Information Technology – Derek Dueñas, Information Technology Manager
8. Human Resources – Adela Cortez, Director of Human Resources
9. Risk Management – Maria Sabori, Risk Manager
10. City Attorney & Prosecutor – Kay Macuil, City Attorney
11. City Clerk – Sonia Cornelio, City Clerk
12. Court – Danae T. Figueroa, Magistrate
13. Billing & Collections – Edgar Esparza, Billing & Collections Manager
14. Finance – Roula Encinas, Finance Operations Manager
15. Facilities – Yolanda Dueñas, Facilities Supervisor
16. Administration – Jenny Torres, Acting City Manager

The PowerPoint presentations are attached to the agenda packet filed at the City Clerk's Office.

Ms. Jenny Torres, Acting City Manager, stated that Department Heads have presented the work that is being done in the different departments and with their guidance and support, the City Council can see the success that the city has on some of the projects. Furthermore, she spoke about the financial stability from the city and focusing in different areas such as grants, federal loans and fees that were discussed at the beginning of the fiscal year; efficiency and accountability in regards to technology and

policies to better provide services; and strategic planning to be implemented within departments with set objectives and measurable outcomes.

Mayor Nieves Riedel and City Council thanked all Department Heads for their presentations and dedication to the City of San Luis. She mentioned that the community needs to be informed of the projects the city is currently working on or that have been completed. She added that Ms. Torres will need the Department Heads' support, there is always room for improvement. She is doing an excellent job, she is doing the job of three (3) people and also thanked Ms. Olivia Jenkins, Operations Coordinator, for assisting Ms. Torres. She added that Elected Officials and staff are all public servants and have a duty to support Ms. Torres so that she does not get overwhelmed.

4. ADJOURNMENT

MOTION: Council Member Javier Vargas/Council Member Maria Cecilia Cruz to adjourn the Special Council meeting at approximately 7:51 p.m. The motion passed unanimously.

The vote was as follows:

Mayor Nieves Riedel	Aye
Council Member Maria Cecilia Cruz	Aye
Vice Mayor Gloria Torres	Aye
Council Member Javier Vargas	Aye

APPROVED:

Nieves Riedel, 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 of the City Council of the City of San Luis, Arizona, held on January 3, 2024. I further certify that the meeting was duly called and held and that a quorum was present.

Sonia Cornelio, City Clerk



AGENDA ITEM REVIEW FORM

Regular City Council Meeting

6. B.

Meeting Date: 01/24/2024

Summary

DISBURSEMENTS FROM DECEMBER 30, 2023 TO JANUARY 18, 2024

Total \$1,685,326.09

(One Million, Six Hundred Eighty-Five Thousand, Three Hundred Twenty-Six Dollars and Nine Cents)

Attachments

Disbursements 1/24/2024



City of San Luis

Finance Department

COUNCIL MEETING JAN 24, 2024 **Disbursement Report from 12/30/2023 TO 01/18/24**

<u>Bank Accounts</u>	<u>Check Date</u>	<u>Amount</u>	<u>Schedule</u>
Payroll Check Account	01/04/2024	\$ 460,801.99	Schedule A
Accounts Payable Check Account	01/05/2024	\$ 197,544.62	Schedule B
Payroll Check Account	01/09/2024	\$ 4,544.17	Schedule C
Accounts Payable Check Account	01/12/2024	\$ 536,491.50	Schedule D
Payroll Check Account	01/18/2024	\$ 485,943.81	Schedule E

Total Disbursements: \$ 1,685,326.09

Please contact Ms. Roula Encinas or Mr. Miguel Ramirez prior to the meeting if additional information is needed.

Prepared by Karla Plascencia: _____

Verified by Finance: _____

Digitally signed by Roula J. de Encinas
DN: CN = Roula J. de Encinas email =
reencinas@sanluisaz.gov C = US O = City of San Luis
Date: 2024.01.18 13:25:22 -07'00'

For Council approval on: _____

Mayor: _____

Council: _____

RECEIVED

2024 JAN 18 P 1:42

CITY OF SAN LUIS
OFFICE OF THE CITY CLERK



Pay Day Register

Pay Date Range 12/16/23 - 12/29/23

Pay Batch 202401

Pay Batch 202401 Total

Employees in Pay Batch 308

Female Employees in Pay Batch 84

Hours Description	Hours	Gross	Withholdings and Deductions	Gross Base	Benefits	Gross Base
100 - REGULAR	19,686.2677	468,728.98	Gross	662,123.06	ASRS ALTERNATE	480.24
1001 - LEAVE WITHOUT PAY	83.0000	.00	Imputed Income		AZ STATE RETIREMENT	48,004.19
1005 - BEREAVEMENT	30.0000	782.40	FEDERAL TAX WITHHOLDING	38,418.74	DENTAL = FAMILY	437.80
1007 - ON CALL WORKED HOURS	20.6666	474.95	SOCIAL SECURITY TAX	41,051.64	LONG TERM DISABILITY	593.16
1009 - PART TIME	277.3335	4,199.06	MEDICARE	9,600.70	MEDICAL MEX ONLY - EE &	2,121.60
1010 - PART TIME FIREFIGHTERS	23.0000	497.03	STATE WITHHOLDING	12,086.35	MEDICAL MEX ONLY - EE &	5,421.57
201 - OVERTIME	578.8334	21,867.89	AM. FIDELITY - HEALTH FSA	83.34	MEDICAL MEX ONLY - EE &	1,591.20
202 - OP STONE GARDEN- O.T.	375.0000	18,673.92	AM. FIDELITY- ACCIDENT-POST	43.77	MEDICAL MEX ONLY - EE ONLY	440.80
2023 - FMLA - SICK LEAVE	160.0000	3,291.12	AM. FIDELITY- ACCIDENT-PRE	442.65	MEX & US HEALTH = EE	52,923.50
203 - DUI ABATEMENT	38.0000	1,538.76	AM. FIDELITY- CANCER-POST	28.00	MEX ONLY DENTAL - EE &	149.52
300 - VACATION EARNED	1,238.5100	.00	AM. FIDELITY- CANCER-PRE TAX	142.10	MEX ONLY DENTAL - EE &	332.15
301 - VACATION USED	1,589.7502	43,951.22	AM. FIDELITY- GCI -POST TAX	44.37	MEX ONLY DENTAL - EE &	113.92
400 - SICK EARNED	1,159.7300	.00	AM. FIDELITY- GHI- PRE TAX	245.25	MEX ONLY DENTAL - EE ONLY	65.12
405 - SCHEDULED SICK LEAVE	219.1732	5,268.64	AM. FIDELITY- LIFE -POST TAX	115.80	PSPRS - ALTERNATE	233.62
406 - UNSCHEDULED SICK LEAVE	464.3332	10,175.94	AM. FIDELITY- TX LIFE -POST	245.28	PSPRS FIRE DB NORM - TIER 1	8,984.07
502 - ON CALL PAY I.T.	.0000	125.00	AZ COPS - SLPD	360.00	PSPRS FIRE DB NORM - TIER 2	610.86
503 - STAND-BY PAY	679.8400	1,359.68	AZ STATE RETIREMENT	48,004.19	PSPRS FIRE DB NORM - TIER 3	3,925.56
701 - HOLIDAY	2,266.0000	56,623.58	CHILD SUPPORT 2	234.46	PSPRS FIRE DCCN - TIER 3	210.93
704 - FIRE HOLIDAY EARNED	540.6000	.00	DEFERRED COMP - ROTH	710.00	PSPRS FIRE DISABILITY - TIER	33.51
901 - COMPENSATION USED	10.7501	180.83	DEFERRED COMPENSATION	3,942.00	PSPRS POLICE DB NORM - TIER	6,458.81
9111 - First Responders	37.8333	792.61	DEFERRED COMPENSATION	215.78	PSPRS POLICE DB NORM - TIER	1,250.85
921 - STEP OVERTIME	60.0000	2,740.95	FOP/ALC	390.00	PSPRS POLICE DB NORM - TIER	4,327.24
924 - AMBULANCE - REGULAR	710.1665	15,005.50	GARNISHMENT - CHILD	3,356.29	STANDARD STD	2,329.33
940 - PD - EDU ASST	.0000	450.00	IAFF- FIRE DEPT	1,410.00	U.S. MEX DENTAL - EE &	398.50
941 - PD - EDU BCHL	.0000	675.00	LEGAL SHIELD	56.31	U.S. MEX DENTAL - EE &	95.64
950 - PD -SRT	.0000	550.00	LONG TERM DISABILITY	593.16	US & MEX DENTAL - EE	2,881.92
951 - PD - K-9 HANDLER	.0000	150.00	MANHATTANLIFE ASSURANCE	114.08	US & MEX HEALTH = C	16,983.75
952 - PD - PHLEBOTOMIS	.0000	150.00	MASS MUTUAL - LIFE	9.77	US & MEX HEALTH = FAMILY	23,010.99
953 - PD - COLLISION	.0000	150.00	MEX ONLY DENTAL - EE &	192.36	US & MEX HEALTH = SP	2,426.25
954 - PD - NEGOTIATOR	.0000	150.00	MEX ONLY DENTAL - EE &	427.35	VISION - SINGLE	1,139.28
955 - PD - EVENING SHIFT	.0000	950.00	MEX ONLY DENTAL - EE &	146.56	VSP- VISION	612.06
961 - FD - EDU ASST	.0000	500.00	MEX ONLY HEALTH - EE & CH	622.32	Total	\$188,587.94
962 - FD - EDU BACHL	.0000	150.00	MEXICO ONLY HEALTH - EE &	1,590.33		
965 - PD - STAND-BY PAY	.0000	1,970.00	MEXICO ONLY HEALTH - EE &	466.74		
Total	30,248.7877	\$662,123.06	NEW YORK LIFE - LIFE INS	36.49	Employer Taxes	Gross Base
			PAC FUND- FIRE DEPT.	130.50	MEDICARE	9,600.70
			PSPRS FIRE DB RATE - TIER 1a	4,344.85	SOCIAL SECURITY TAX	41,051.64
			PSPRS FIRE DB RATE - TIER 1b	889.57	SUTA/UNEMPLOYMENT	3,799.76
			PSPRS FIRE DB RATE - TIER 2	355.91	Total	\$54,452.10



Pay Day Register

Pay Date Range 12/16/23 - 12/29/23

Pay Batch 202401

PSPRS FIRE DB RATE - TIER 3	3,925.56	41,062.29	Workers' Comp		Gross Base
PSPRS FIRE DC RATE - TIER 3	210.93	2,343.66	ANIMAL CONTROL OFFICERS	66.51	2,955.68
PSPRS FIRE DISABILITY RATE	33.51	2,343.66	ATTORNEY- ALL & CLERICAL-	53.02	24,099.74
PSPRS POLICE DB RATE - TIER	3,805.40	49,743.56	AUTO SERVICE/ REPAIR	284.84	10,209.52
PSPRS POLICE DB RATE - TIER	1,434.24	18,748.31	BUILDING- NOC OPER BY	572.11	15,804.38
PSPRS POLICE DB RATE - TIER 2	1,014.75	13,264.66	BUS COMPANY AND DRIVERS	186.40	3,376.80
PSPRS POLICE DB RATE - TIER 3	4,327.24	45,264.03	CLERICAL OFFICE/ LIBRARY/	377.44	157,268.86
STANDARD LIFE ADDTNL	865.85	.00	Electrician	68.58	2,184.00
TRANSWESTERN MEXICAN	195.00	.00	FIREFIGHTERS	114.69	3,258.44
U.S. MEX DENTAL - EE &	513.25	.00	FIREFIGHTERS & DRIVERS	5,937.19	124,994.05
U.S. MEX DENTAL - EE &	123.18	.00	GARBAGE/ ASH/ REFUSE	644.83	10,317.32
UNITED WAY	14.00	.00	Homemaker Service	39.54	1,726.48
US & MEX DENTAL= FAMILY	563.64	.00	MUNICIPAL/ TOWN/	772.98	44,170.88
US & MEX HEALTH = C	4,981.90	.00	PARKS- NOC ALL EMPLOYEES	754.62	24,342.11
US & MEX HEALTH = FAMILY	6,749.94	.00	POLICE OFFICERS	6,843.89	144,081.96
US & MEX HEALTH = SP	711.70	.00	RECREATION- ALL EMPLOYEES/	198.30	14,473.66
VSP - VISION CHILDREN	236.98	.00	SEWAGE DISPOSAL/ PLANT	903.96	26,277.80
VSP - VISION FAMILY	341.53	.00	Street or Road Construction	2,313.12	26,196.03
VSP - VISION SPOUSE	125.46	.00	WATERWORKS OPERATIONS	833.08	24,007.83
Net	<u>\$460,801.99</u>		Total	<u>\$20,965.10</u>	

Direct Deposits	Amount
1st Bank Yuma	43,081.25
ACADEMY BANK	2,578.03
Bank of America	6,396.63
Bank of America CA	1,183.49
Bankcorp	200.00
CAPITAL ONE	687.51
Charles Sch	250.00
Chase Bank	223,719.21
CHASE BANK CA	1,322.08
CHASE BANK MORGAN	2,724.58
CHASE BANK TX	2,221.40
chase centro	1,803.20
discover	400.00
Federal Credit Union	38,485.61
FF CREDIT UNION	2,182.69
FIDELITY	336.74
FIREFIGHTER FIRST CREDIT UNION	5,659.84
HUGHES FCU	1,790.34
MECHNICS BANK	1,138.17
National Bank	1,279.89
Navy Federal	21,826.46



Pay Day Register

Pay Date Range 12/16/23 - 12/29/23

Pay Batch 202401

NetSpend Corporation DD	120.00
NORTH ISLAND CREDIT UNION	842.87
PATHWARD	2,449.99
Sunbank	1,712.66
SUTTON BANK	1,074.50
THE FOOTHILLS BANK	666.65
VANTAGE WEST	1,641.54
WASHINGTON FEDERAL	1,102.31
Wells Fargo	84,402.97
WELLS FARGO CA	1,276.19
WELLS FARGO CALE	1,180.35
Total	<u>\$455,737.15</u>
Check	\$5,064.84

SCHEDULE A

Payment Register

From Payment Date: 1/1/2024 - To Payment Date: 1/5/2024

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
1BYPAYABLE - 1st BY Accounts Payable									
Check									
107836	01/04/2024	Open			Accounts Payable	CALIFORNIA STATE DISBURSEMENT UNIT	\$346.15		
107837	01/04/2024	Open			Accounts Payable	FOP/ALC	\$390.00		
107838	01/04/2024	Open			Accounts Payable	SAN LUIS POLICE OFFICERS ASSOC	\$360.00		
107839	01/04/2024	Open			Accounts Payable	SUPPORT PAYMENT CLEARINGHOUSE	\$3,244.60		
107840	01/04/2024	Open			Accounts Payable	UNITED WAY OF YUMA COUNTY INC.	\$14.00		
107841	01/04/2024	Open			Accounts Payable	UNITED YUMA FIRE FIGHTERS ASSOC	\$130.50		
107842	01/04/2024	Open			Accounts Payable	UNITED YUMA FIRE FIGHTERS- IAFF	\$1,410.00		
107843	01/05/2024	Open			Accounts Payable	AIRGAS USA LLC	\$320.08		
107844	01/05/2024	Open			Accounts Payable	AMERICAN FIDELITY ASSURANCE CO	\$2,123.88		
107845	01/05/2024	Open			Accounts Payable	AMERICAN FIDELITY ASSURANCE CO	\$166.67		
107846	01/05/2024	Open			Accounts Payable	ARIZONA PUBLIC SERVICE	\$37.83		
107847	01/05/2024	Open			Accounts Payable	AUTOZONE STORES, INC	\$7,534.58		
107848	01/05/2024	Open			Accounts Payable	AZ STATE PRISON COMPLEX - YUMA	\$213.50		
107849	01/05/2024	Open			Accounts Payable	AZ STATE PRISON COMPLEX - YUMA	\$89.00		
107850	01/05/2024	Open			Accounts Payable	BOUND TREE MEDICAL, LLC.	\$8,177.96		
107851	01/05/2024	Open			Accounts Payable	ENERSPECT MEDICAL SOLUTIONS, LLC	\$2,001.00		
107852	01/05/2024	Open			Accounts Payable	GREEN RUBBER- KENNEDY AG	\$2,563.95		
107853	01/05/2024	Open			Accounts Payable	HD SUPPLY, INC.	\$215.78		
107854	01/05/2024	Open			Accounts Payable	HEALTH NET OF CA REFUNDS	\$409.29		
107855	01/05/2024	Open			Accounts Payable	HUMPHREY, JEREMY	\$76.00		
107856	01/05/2024	Open			Accounts Payable	IMPERIAL PIPE AND STEEL SUPPLY	\$1,328.53		
107857	01/05/2024	Open			Accounts Payable	INTERNATIONAL ASSOCIATION OF CHIEFS OF POLICE	\$190.00		
107858	01/05/2024	Open			Accounts Payable	IRON MOUNTAIN INC	\$251.27		
107859	01/05/2024	Open			Accounts Payable	JAY'S ELECTRIK LLC	\$755.00		
107860	01/05/2024	Open			Accounts Payable	LOPEZ, ENRIQUE	\$76.00		
107861	01/05/2024	Open			Accounts Payable	METRO MARKETING, INC.	\$525.00		
107862	01/05/2024	Open			Accounts Payable	MGM INTERNET SOLUTIONS, INC	\$110.00		
107863	01/05/2024	Open			Accounts Payable	O'REILLY AUTO PARTS	\$1,241.38		
107864	01/05/2024	Open			Accounts Payable	ORDAZ, RODOLFO	\$77.49		
107865	01/05/2024	Open			Accounts Payable	PAUL CONWAY SHIELDS	\$599.50		
107866	01/05/2024	Open			Accounts Payable	POWER PRODUCTS UNLIMITED, LLC	\$9,286.14		
107867	01/05/2024	Open			Accounts Payable	PRIETO, ERNESTO	\$259.00		
107868	01/05/2024	Open			Accounts Payable	QUINONEZ, FRANCISCO	\$90.00		
107869	01/05/2024	Open			Accounts Payable	RUSH TRUCK CENTER	\$135.52		

Payment Register

From Payment Date: 1/1/2024 - To Payment Date: 1/5/2024

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
107870	01/05/2024	Open			Accounts Payable	RUSH TRUCK CENTERS OF ARIZONA, INC	\$8,400.00		
107871	01/05/2024	Open			Accounts Payable	SHERWIN WILLIAM	\$89.98		
107872	01/05/2024	Open			Accounts Payable	STATE BAR OF ARIZONA	\$1,183.00		
107873	01/05/2024	Open			Accounts Payable	TEXAS LIFE INSURANCE COMPANY	\$490.42		
107874	01/05/2024	Open			Accounts Payable	TORRES, GILBERTO	\$200.00		
107875	01/05/2024	Open			Accounts Payable	TORRES, JENNY	\$290.39		
107876	01/05/2024	Open			Accounts Payable	TRUCKMATES LLC	\$4,833.99		
107877	01/05/2024	Open			Accounts Payable	VILLA, CARLOS ALBERTO	\$55.00		
107878	01/05/2024	Open			Accounts Payable	VISION SERVICE PLAN OF ARIZONA	\$5,013.04		
107879	01/05/2024	Open			Accounts Payable	ZARAGOZA, JOSE	\$91.00		
107880	01/05/2024	Open			Accounts Payable	FONSECA, BRIANDA	\$290.00		
107881	01/05/2024	Open			Accounts Payable	PEREDA, JOSE	\$91.00		
Type Check Totals:					46 Transactions		\$65,777.42		
<u>EFT</u>									
4706	01/05/2024	Open			Accounts Payable	4 IMPRINT	\$1,267.63		
4707	01/05/2024	Open			Accounts Payable	ALSCO, INC	\$1,433.68		
4708	01/05/2024	Open			Accounts Payable	AMAZON.COM SALES, INC.	\$1,153.36		
4709	01/05/2024	Open			Accounts Payable	B&H PHOTO & ELECTRONICS CORP.	\$1,052.24		
4710	01/05/2024	Open			Accounts Payable	BENDPAK INC	\$2,012.46		
4711	01/05/2024	Open			Accounts Payable	BILL ALEXANDER FORD	\$2,220.11		
4712	01/05/2024	Open			Accounts Payable	CAT5 COMMERCE LLC	\$254.64		
4713	01/05/2024	Open			Accounts Payable	CDWG	\$8,983.36		
4714	01/05/2024	Open			Accounts Payable	CORRAL, RICARDO	\$60.00		
4715	01/05/2024	Open			Accounts Payable	CROWN AWARDS	\$226.33		
4716	01/05/2024	Open			Accounts Payable	DANA KEPNER COMPANY LLC	\$58,881.43		
4717	01/05/2024	Open			Accounts Payable	DESERT WATER STORE INC	\$91.59		
4718	01/05/2024	Open			Accounts Payable	FRESH TERRA SERVICES LLC	\$295.00		
4719	01/05/2024	Open			Accounts Payable	JSA COMPANY	\$12,346.00		
4720	01/05/2024	Open			Accounts Payable	KIMLEY-HORN AND ASSOCIATES INC	\$9,800.00		
4721	01/05/2024	Open			Accounts Payable	KINGHOSE INDUSTRY LLC	\$0.30		
4722	01/05/2024	Open			Accounts Payable	LIFE-ASSIST, INC.	\$1,137.98		
4723	01/05/2024	Open			Accounts Payable	MAJCO LLC	\$239.41		
4724	01/05/2024	Open			Accounts Payable	MCLOUGHLIN & EARDLEY GROUP, INC.	\$394.83		
4725	01/05/2024	Open			Accounts Payable	NAPA AUTO PARTS	\$278.29		
4726	01/05/2024	Open			Accounts Payable	ODP BUSINESS SOLUTIONS LLC	\$2,449.16		
4727	01/05/2024	Open			Accounts Payable	PRECISION PROTECTIVE SERVICES LLC	\$1,218.48		
4728	01/05/2024	Open			Accounts Payable	RDO EQUIPMENT CO.	\$89.65		
4729	01/05/2024	Open			Accounts Payable	REAL PURIFIED WATER LLC	\$48.02		
4730	01/05/2024	Open			Accounts Payable	ROACH PEST CONTROL	\$895.00		
4731	01/05/2024	Open			Accounts Payable	RWC INTERNATIONAL LTD	\$303.41		
4732	01/05/2024	Open			Accounts Payable	SAM'S CLUB	\$7,712.21		
4733	01/05/2024	Open			Accounts Payable	SAN DIEGO POLICE EQUIPMENT CO.	\$7,670.13		
4734	01/05/2024	Open			Accounts Payable	SAN LUIS INDUSTRIAL PARK, LLC	\$3,329.70		

Payment Register

From Payment Date: 1/1/2024 - To Payment Date: 1/5/2024

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
4735	01/05/2024	Open			Accounts Payable	SOUTHERN TIRE MART LLC	\$586.44		
4736	01/05/2024	Open			Accounts Payable	WESTERN SUN SYSTEMS, INC	\$1,679.72		
4737	01/05/2024	Open			Accounts Payable	YUMA COUNTY RECORDER'S OFFICE	\$135.00		
4738	01/05/2024	Open			Accounts Payable	YUMA NURSERY LLC	\$3,521.64		
Type EFT Totals:							\$131,767.20		
1BYPAYABLE - 1st BY Accounts Payable Totals									

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	46	\$65,777.42	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	46	\$65,777.42	\$0.00

EFTs	Status	Count	Transaction Amount	Reconciled Amount
	Open	33	\$131,767.20	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Total	33	\$131,767.20	\$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	79	\$197,544.62	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	79	\$197,544.62	\$0.00

Grand Totals:

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	46	\$65,777.42	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	46	\$65,777.42	\$0.00

EFTs	Status	Count	Transaction Amount	Reconciled Amount
	Open	33	\$131,767.20	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Total	33	\$131,767.20	\$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	79	\$197,544.62	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	79	\$197,544.62	\$0.00



Pay Day Register

Pay Date Range 01/01/24 - 01/31/24

Pay Batch 202401M

Pay Batch 202401M Total

Employees in Pay Batch 7

Female Employees in Pay Batch 3

Hours Description	Hours	Gross	Withholdings and Deductions	Gross Base	Benefits	Gross Base
102 - SALARY	.0000	7,550.00	Gross	7,650.00	ASRS Council	218.52 1,800.00
806 - TELEPHONE STIPEND	.0000	100.00	Imputed Income		ASRS LTD Council	2.70 1,800.00
Total	0.0000	\$7,650.00	FEDERAL TAX WITHHOLDING	218.82 5,687.55	ASRS/EORP - LEGACY RATE	1,158.66 1,800.00
			SOCIAL SECURITY TAX	474.30 7,650.00	Dental Council	254.03 .00
			MEDICARE	110.94 7,650.00	EODCRS - COUNCIL	159.00 2,650.00
			STATE WITHHOLDING	115.51 5,687.55	EODCRS - DISABILITY	3.98 2,650.00
			ASRS Council	218.52 1,800.00	EODCRS/EORP LEGACY RATE	1,868.52 2,650.00
			ASRS LTD Council	2.70 1,800.00	Health Council	5,844.91 .00
			Council Retirement EORP	403.00 3,100.00	Retirement Council EORP	2,371.81 3,100.00
			Dental Council	92.28 .00	Vision Council	84.86 .00
			EODCRS - COUNCIL	212.00 2,650.00	Total	\$11,966.99
			EODCRS - DISABILITY	3.98 2,650.00		
			GARNISHMENT	221.11 .00	Employer Taxes	Gross Base
			Medical Council	1,004.81 .00	MEDICARE	110.94 7,650.00
			Vision Council	27.86 .00	SOCIAL SECURITY TAX	474.30 7,650.00
			Net	\$4,544.17	SUTA/UNEMPLOYMENT	45.90 7,650.00
					Total	\$631.14
					Workers' Comp	Gross Base
					MUNICIPAL/ TOWN/	133.89 7,650.00
					Total	\$133.89
					Direct Deposits	Amount
					1st Bank Yuma	975.41
					Chase Bank	1,121.27
					Navy Federal	325.02
					REALTORS FED CRED UNION	31.93
					Wells Fargo	708.27
					Total	\$3,161.90
					Check	\$1,382.27

SCHEDULE C

Payment Register

From Payment Date: 1/8/2024 - To Payment Date: 1/12/2024

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
1BYPAYABLE - 1st BY Accounts Payable									
Check									
107882	01/09/2024	Open			Accounts Payable	INTERNAL REVENUE SERVICE	\$221.11		
107883	01/09/2024	Open			Accounts Payable	STANDARD INSURANCE CO.	\$11,579.47		
107884	01/11/2024	Open			Accounts Payable	JOUANNE DE ENCINAS, ROULA	\$64.00		
107885	01/11/2024	Open			Accounts Payable	LAGUNA, JOSE, LUZ	\$180.00		
107886	01/11/2024	Open			Accounts Payable	NUNO, JAVIER	\$121.00		
107887	01/11/2024	Open			Accounts Payable	PEREDA, JOSE	\$327.00		
107888	01/11/2024	Open			Accounts Payable	RAMIREZ, MIGUEL	\$64.00		
107889	01/11/2024	Open			Accounts Payable	RUIZ, OSCAR	\$121.00		
107890	01/11/2024	Open			Accounts Payable	ZARAGOZA, JOSE	\$327.00		
107891	01/11/2024	Open			Utility Management	PADILLA, JUAN & MELISA	\$167.79		
					Refund	BISBARDIS			
107892	01/11/2024	Open			Utility Management	ARCIGA MARTINEZ, RIGOBERTO	\$18.07		
					Refund				
107893	01/11/2024	Open			Utility Management	ARCIGA, ROSA C & MARIA G	\$160.95		
					Refund				
107894	01/11/2024	Open			Utility Management	CANEZ-MADA, MARIO A GRP #80	\$1.60		
					Refund				
107895	01/11/2024	Open			Utility Management	COMITE DE BIENESTAR INC	\$23.28		
					Refund				
107896	01/11/2024	Open			Utility Management	DURAN , RODOLFO & CARMEN	\$108.44		
					Refund				
107897	01/11/2024	Open			Utility Management	ESPINOZA-CHAVEZ, CRISTIAN G	\$16.28		
					Refund	GRP #80			
107898	01/11/2024	Open			Utility Management	FONSECA VALLEJO, FLAVIO	\$6.41		
					Refund				
107899	01/11/2024	Open			Utility Management	GALLARDO, ANGELA AMALIA	\$210.54		
					Refund				
107900	01/11/2024	Open			Utility Management	GARCIA, JOSE & MIRIAM	\$268.19		
					Refund	RODRIGUEZ			
107901	01/11/2024	Open			Utility Management	GAXIOLA, ALEJANDRO GRP #80	\$13.24		
					Refund				
107902	01/11/2024	Open			Utility Management	GONZALEZ, ALEXANDRO	\$220.89		
					Refund				
107903	01/11/2024	Open			Utility Management	GUILLEN, JOSE J	\$87.66		
					Refund				
107904	01/11/2024	Open			Utility Management	GUTIERREZ, ALVIR	\$127.10		
					Refund				
107905	01/11/2024	Open			Utility Management	HOUSING AMERICA	\$46.80		
					Refund	CORPORATION GRP #122			
107906	01/11/2024	Open			Utility Management	HOUSING AMERICA	\$26.83		
					Refund	CORPORATION GRP #122			
107907	01/11/2024	Open			Utility Management	MONARREZ, MARIA ISABEL	\$225.33		
					Refund				
107908	01/11/2024	Open			Utility Management	MUNOZ, J SALOME	\$64.71		
					Refund				
107909	01/11/2024	Open			Utility Management	NORIEGA, XASIEL	\$174.55		
					Refund				
107910	01/11/2024	Open			Utility Management	SALAZAR-FLORES, HENRY O GRP	\$11.47		
					Refund	#80			

Payment Register

From Payment Date: 1/8/2024 - To Payment Date: 1/12/2024

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
107911	01/11/2024	Open			Utility Management Refund	SANCHEZ, RAMONA	\$77.28		
107912	01/11/2024	Open			Utility Management Refund	SOSA, VANESSA GRP #80	\$15.42		
107913	01/11/2024	Open			Utility Management Refund	URIBE-NORIEGA, JESUS J GRP #80	\$1.47		
107914	01/11/2024	Open			Utility Management Refund	VALLARTA, SALVADOR & MARIA GASTELUM GRP #80	\$28.30		
107915	01/11/2024	Open			Utility Management Refund	VIDAL, RICARDO	\$217.69		
107916	01/11/2024	Open			Utility Management Refund	YESCAS, BENITA	\$2.56		
107917	01/11/2024	Open			Utility Management Refund	ZARAGOZA, JOSE	\$152.31		
107918	01/12/2024	Open			Accounts Payable	SOTO, REYNA	\$534.39		
107919	01/12/2024	Open			Accounts Payable	ALLDATA LLC	\$94.44		
107920	01/12/2024	Open			Accounts Payable	AT&T MOBILITY LLC	\$2,173.25		
107921	01/12/2024	Open			Accounts Payable	AUTOZONE STORES, INC	\$697.12		
107922	01/12/2024	Open			Accounts Payable	AYALA, JUAN, JOSE	\$20.00		
107923	01/12/2024	Open			Accounts Payable	AZ STATE PRISON COMPLEX - YUMA	\$205.00		
107924	01/12/2024	Open			Accounts Payable	AZ STATE PRISON COMPLEX - YUMA	\$80.10		
107925	01/12/2024	Open			Accounts Payable	BLX GROUP LLC, DEPT 34461	\$2,000.00		
107926	01/12/2024	Open			Accounts Payable	CARLOS, MARIA, G	\$2,500.00		
107927	01/12/2024	Open			Accounts Payable	CITY OF SOMERTON	\$100.75		
107928	01/12/2024	Open			Accounts Payable	COTA LARA, JUAN	\$500.00		
107929	01/12/2024	Open			Accounts Payable	DESERT EXCAVATING	\$1,190.00		
107930	01/12/2024	Open			Accounts Payable	EDS CUSTOM COATINGS LLC	\$7,473.60		
107931	01/12/2024	Open			Accounts Payable	ENTERPRISE-FM TRUST	\$755.65		
107932	01/12/2024	Open			Accounts Payable	FELIX, ALEXIS, ORIGEL	\$100.00		
107933	01/12/2024	Open			Accounts Payable	FIREFIGHTER SELECTION, INC.	\$955.75		
107934	01/12/2024	Open			Accounts Payable	FORZA FORENSICS, LLC	\$1,250.00		
107935	01/12/2024	Open			Accounts Payable	G&T ALARM CO LLC	\$180.00		
107936	01/12/2024	Open			Accounts Payable	GALLS, AN ARAMARK CO., LLC	\$216.24		
107937	01/12/2024	Open			Accounts Payable	GAXIOLA, JESUS	\$177.54		
107938	01/12/2024	Open			Accounts Payable	GILA ELECTRONIC	\$1,239.24		
107939	01/12/2024	Open			Accounts Payable	HD SUPPLY, INC.	\$111.61		
107940	01/12/2024	Open			Accounts Payable	LA CHOYA PLUMBING LLC	\$400.00		
107941	01/12/2024	Open			Accounts Payable	LOOMIS	\$1,536.02		
107942	01/12/2024	Open			Accounts Payable	MALDONADO, JOSE, ANTONIO	\$176.53		
107943	01/12/2024	Open			Accounts Payable	MOJICA, JOSE	\$200.00		
107944	01/12/2024	Open			Accounts Payable	MUNOZ, GERMAN	\$1,000.00		
107945	01/12/2024	Open			Accounts Payable	NNC CONSULTING LLC	\$1,500.00		
107946	01/12/2024	Open			Accounts Payable	O'REILLY AUTO PARTS	\$2,943.49		
107947	01/12/2024	Open			Accounts Payable	ORDAZ, RODOLFO	\$181.94		
107948	01/12/2024	Open			Accounts Payable	PINNACLE MEDICAL GROUP AZ P.C	\$1,713.00		
107949	01/12/2024	Open			Accounts Payable	PPEP INC.	\$7,500.00		
107950	01/12/2024	Open			Accounts Payable	PVP COMMUNICATIONS INC.	\$7,642.98		
107951	01/12/2024	Open			Accounts Payable	RAMIREZ, TEOFILO	\$200.00		

Payment Register

From Payment Date: 1/8/2024 - To Payment Date: 1/12/2024

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
107952	01/12/2024	Open			Accounts Payable	RUSH TRUCK CENTER	\$76.37		
107953	01/12/2024	Open			Accounts Payable	SANTIAGO, JOSE	\$200.00		
107954	01/12/2024	Open			Accounts Payable	SEPULVEDA, MANUEL	\$600.00		
107955	01/12/2024	Open			Accounts Payable	THE HOME DEPOT	\$5,987.38		
107956	01/12/2024	Open			Accounts Payable	THOMPSON DESIGN ARCHITECTS P.C.	\$12,400.00		
107957	01/12/2024	Open			Accounts Payable	TORNADO FENCE LLC	\$450.00		
107958	01/12/2024	Open			Accounts Payable	VALENZUELA, SERGIO	\$200.00		
107959	01/12/2024	Open			Accounts Payable	VILLA, PABLO	\$110.40		
107960	01/12/2024	Open			Accounts Payable	MUSCO CORPORATION	\$950.00		
Type Check Totals:					79 Transactions		\$84,002.53		
<u>EFT</u>									
4740	01/11/2024	Open			Accounts Payable	CITY OF SAN LUIS EMPLOYEE BENEFIT TRUST	\$258,451.46		
4741	01/12/2024	Open			Accounts Payable	3M COMPANY	\$8,246.30		
4742	01/12/2024	Open			Accounts Payable	ALSCO, INC	\$2,585.44		
4743	01/12/2024	Open			Accounts Payable	AMAZON.COM SALES, INC.	\$837.93		
4744	01/12/2024	Open			Accounts Payable	AMBERLY'S PLACE	\$3,500.00		
4745	01/12/2024	Open			Accounts Payable	AMERICANA POLYGRAPH & PRIVATE INVESTIGATION	\$175.00		
4746	01/12/2024	Open			Accounts Payable	ARIZONA LAW ENFORCEMENT RADAR TECHNOLOGY	\$1,409.55		
4747	01/12/2024	Open			Accounts Payable	ARIZONA MEDICAL WASTE	\$102.21		
4748	01/12/2024	Open			Accounts Payable	B&H PHOTO & ELECTRONICS CORP.	\$290.61		
4749	01/12/2024	Open			Accounts Payable	BILL ALEXANDER FORD	\$964.90		
4750	01/12/2024	Open			Accounts Payable	BLT READY MIX CONCRETE LLC	\$1,963.88		
4751	01/12/2024	Open			Accounts Payable	CDWG	\$217.77		
4752	01/12/2024	Open			Accounts Payable	CHAPMAN DCJR YUMA LLC	\$359.04		
4753	01/12/2024	Open			Accounts Payable	CONSULTANT ENGINEERING INC	\$3,500.00		
4754	01/12/2024	Open			Accounts Payable	CROWN AWARDS	\$3,656.77		
4755	01/12/2024	Open			Accounts Payable	D & H ELECTRIC INC.	\$5,441.70		
4756	01/12/2024	Open			Accounts Payable	DANA KEPNER COMPANY LLC	\$40,529.88		
4757	01/12/2024	Open			Accounts Payable	DESERT DOCUMENT SHREDDERS, LLC	\$299.25		
4758	01/12/2024	Open			Accounts Payable	DESERT VALLEY SERVICES, INC	\$593.96		
4759	01/12/2024	Open			Accounts Payable	DESERT WATER STORE INC	\$64.19		
4760	01/12/2024	Open			Accounts Payable	FRESH TERRA SERVICES LLC	\$166.00		
4761	01/12/2024	Open			Accounts Payable	HILL BROTHERS CHEMICAL CO.	\$10,174.81		
4762	01/12/2024	Open			Accounts Payable	HIREQUEST LLC	\$16,741.05		
4763	01/12/2024	Open			Accounts Payable	HUMANE SOCIETY OF YUMA	\$4,166.67		
4764	01/12/2024	Open			Accounts Payable	KINGHOSE INDUSTRY LLC	\$632.25		
4765	01/12/2024	Open			Accounts Payable	KTL&C, LLC.	\$357.38		
4766	01/12/2024	Open			Accounts Payable	MCNEECE BROS. OIL COMPANY, INC	\$38,055.72		
4767	01/12/2024	Open			Accounts Payable	METRO FIRE EQUIPMENT INC	\$330.00		
4768	01/12/2024	Open			Accounts Payable	ODP BUSINESS SOLUTIONS LLC	\$414.15		
4769	01/12/2024	Open			Accounts Payable	ORDUNO-CROUSE, CANDICE	\$2,800.00		
4770	01/12/2024	Open			Accounts Payable	PRECISION PROTECTIVE SERVICES LLC	\$14,837.68		
4771	01/12/2024	Open			Accounts Payable	R&M ELECTRIC SUPPLY LLC	\$1,977.61		

Payment Register

From Payment Date: 1/8/2024 - To Payment Date: 1/12/2024

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
4772	01/12/2024	Open			Accounts Payable	RAMIREZ ADVISORS INTER- NATIONAL,LLC	\$7,500.00		
4773	01/12/2024	Open			Accounts Payable	REAL PURIFIED WATER LLC	\$53.36		
4774	01/12/2024	Open			Accounts Payable	ROACH PEST CONTROL	\$50.00		
4775	01/12/2024	Open			Accounts Payable	RWC INTERNATIONAL LTD	\$1,494.43		
4776	01/12/2024	Open			Accounts Payable	SAN DIEGO POLICE EQUIPMENT CO.	\$9,073.85		
4777	01/12/2024	Open			Accounts Payable	SMITH, RALPH E. SR.	\$1,380.00		
4778	01/12/2024	Open			Accounts Payable	SOUTHERN TIRE MART LLC	\$2,068.04		
4779	01/12/2024	Open			Accounts Payable	SPECTRUM BUSINESS	\$813.18		
4780	01/12/2024	Open			Accounts Payable	UNIVERSAL BACKGROUND SCREENING INC	\$473.69		
4781	01/12/2024	Open			Accounts Payable	WAXIE SANITARY SUPPLY	\$375.52		
4782	01/12/2024	Open			Accounts Payable	YUMA FARM & HOME SUPPLY INC.	\$434.00		
4783	01/12/2024	Open			Accounts Payable	YUMA SUN INC	\$2,429.76		
4784	01/12/2024	Open			Accounts Payable	YUMA WINNELSON CO.	\$2,499.98		
					45 Transactions		\$452,488.97		

Type EFT Totals:

1BYPAYABLE - 1st BY Accounts Payable Totals

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	79	\$84,002.53	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	79	\$84,002.53	\$0.00
EFTs	Status	Count	Transaction Amount	Reconciled Amount
	Open	45	\$452,488.97	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Total	45	\$452,488.97	\$0.00

Payment Register

From Payment Date: 1/8/2024 - To Payment Date: 1/12/2024

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
				All	Status	Count	Transaction Amount	Reconciled Amount	
					Open	124	\$536,491.50	\$0.00	
					Reconciled	0	\$0.00	\$0.00	
					Voided	0	\$0.00	\$0.00	
					Stopped	0	\$0.00	\$0.00	
					Total	124	\$536,491.50	\$0.00	
Grand Totals:									
				Checks	Status	Count	Transaction Amount	Reconciled Amount	
					Open	79	\$84,002.53	\$0.00	
					Reconciled	0	\$0.00	\$0.00	
					Voided	0	\$0.00	\$0.00	
					Stopped	0	\$0.00	\$0.00	
					Total	79	\$84,002.53	\$0.00	
				EFTs	Status	Count	Transaction Amount	Reconciled Amount	
					Open	45	\$452,488.97	\$0.00	
					Reconciled	0	\$0.00	\$0.00	
					Voided	0	\$0.00	\$0.00	
					Total	45	\$452,488.97	\$0.00	
				All	Status	Count	Transaction Amount	Reconciled Amount	
					Open	124	\$536,491.50	\$0.00	
					Reconciled	0	\$0.00	\$0.00	
					Voided	0	\$0.00	\$0.00	
					Stopped	0	\$0.00	\$0.00	
					Total	124	\$536,491.50	\$0.00	



Pay Day Register

Pay Date Range 12/30/23 - 01/12/24

Pay Batch 202402

Pay Batch 202402 Total

Employees in Pay Batch 311

Female Employees in Pay Batch 84

Hours Description	Hours	Gross	Withholdings and Deductions	Gross Base	Benefits	Gross Base
100 - REGULAR	20,376.4110	490,110.76	Gross	702,129.85	ASRS ALTERNATE	886.29
1001 - LEAVE WITHOUT PAY	113.0000	.00	Imputed Income		AZ STATE RETIREMENT	48,434.38
1007 - ON CALL WORKED HOURS	23.5668	560.83	FEDERAL TAX WITHHOLDING	43,240.63	DENTAL = FAMILY	437.80
1009 - PART TIME	309.1668	8,064.79	SOCIAL SECURITY TAX	43,532.10	LONG TERM DISABILITY	598.44
1010 - PART TIME FIREFIGHTERS	44.5000	984.59	MEDICARE	10,180.96	MEDICAL MEX ONLY - EE &	2,121.60
201 - OVERTIME	1,379.4336	48,533.40	STATE WITHHOLDING	13,092.38	MEDICAL MEX ONLY - EE &	5,163.40
202 - OP STONE GARDEN- O.T.	389.5000	19,829.11	24-7 GET FIT- GYM	1,296.00	MEDICAL MEX ONLY - EE &	1,591.20
2023 - FMLA - SICK LEAVE	202.3333	4,640.57	AM. FIDELITY - HEALTH FSA	83.34	MEDICAL MEX ONLY - EE ONLY	440.80
2024 - FMLA - VACATION LEAVE	9.0000	218.97	AM. FIDELITY- ACCIDENT-POST	43.77	MEX & US HEALTH = EE	52,318.66
203 - DUI ABATEMENT	10.0000	392.40	AM. FIDELITY- ACCIDENT-PRE	442.65	MEX ONLY DENTAL - EE &	149.52
300 - VACATION EARNED	1,254.6600	.00	AM. FIDELITY- CANCER-POST	28.00	MEX ONLY DENTAL - EE &	322.66
301 - VACATION USED	1,083.6664	26,912.41	AM. FIDELITY- CANCER-PRE TAX	142.10	MEX ONLY DENTAL - EE &	113.92
400 - SICK EARNED	1,170.6250	.00	AM. FIDELITY- GCI -POST TAX	44.37	MEX ONLY DENTAL - EE ONLY	65.12
405 - SCHEDULED SICK LEAVE	208.8333	4,756.75	AM. FIDELITY- GHI- PRE TAX	245.25	PSPRS - ALTERNATE	194.18
406 - UNSCHEDULED SICK LEAVE	556.1665	12,891.62	AM. FIDELITY- LIFE -POST TAX	115.80	PSPRS FIRE DB NORM - TIER 1	11,050.80
502 - ON CALL PAY I.T.	.0000	125.00	AM. FIDELITY- TX LIFE -POST	245.28	PSPRS FIRE DB NORM - TIER 2	782.78
503 - STAND-BY PAY	679.4800	1,358.96	AZ COPS - SLPD	360.00	PSPRS FIRE DB NORM - TIER 3	4,820.04
701 - HOLIDAY	2,268.0000	56,642.80	AZ STATE RETIREMENT	48,434.38	PSPRS FIRE DCCN - TIER 3	244.26
704 - FIRE HOLIDAY EARNED	540.6000	.00	BORDER GYM - GYM	300.00	PSPRS FIRE DISABILITY - TIER	38.81
806 - TELEPHONE STIPEND	.0000	1,300.00	CHILD SUPPORT 2	234.46	PSPRS POLICE DB NORM - TIER	6,904.02
809 - RETRO PAY	50.7385	1,782.88	DEFERRED COMP - ROTH	575.00	PSPRS POLICE DB NORM - TIER	1,289.24
900 - COMPENSATION EARNED	7.2450	.00	DEFERRED COMPENSATION	3,282.00	PSPRS POLICE DB NORM - TIER	4,241.17
9111 - First Responders	24.0000	502.80	DEFERRED COMPENSATION	834.62	STANDARD LIFE	2,646.57
921 - STEP OVERTIME	29.0000	1,299.21	FOP/ALC	390.00	STANDARD LTD	1,439.57
923 - BORDER FITNESS - GYM	.0000	300.00	GARNISHMENT - CHILD	3,356.29	STANDARD STD	5,334.15
924 - AMBULANCE - REGULAR	696.6667	14,823.50	IAFF- FIRE DEPT	1,410.00	U.S. MEX DENTAL - EE &	398.50
925 - AMBULANCE - OVERTIME	81.6667	2,605.50	LEGAL SHIELD	56.31	U.S. MEX DENTAL - EE &	111.58
932 - 24-7 GET FIT - GYM	.0000	1,296.00	LONG TERM DISABILITY	598.44	US & MEX DENTAL - EE	2,845.44
965 - PD - STAND-BY PAY	.0000	2,197.00	MANHATTANLIFE ASSURANCE	114.08	US & MEX HEALTH = C	16,983.75
Total	31,508.2596	\$702,129.85	MASS MUTUAL - LIFE	9.77	US & MEX HEALTH = FAMILY	23,010.99
			MEX ONLY DENTAL - EE &	192.36	US & MEX HEALTH = SP	2,911.50
			MEX ONLY DENTAL - EE &	415.14	VISION - SINGLE	1,121.10
			MEX ONLY DENTAL - EE &	146.56	VSP- VISION	618.12
			MEX ONLY HEALTH - EE & CH	622.32	Total	\$199,630.36
			MEXICO ONLY HEALTH - EE &	1,514.60		
			MEXICO ONLY HEALTH - EE &	466.74		
			NEW YORK LIFE - LIFE INS	36.49	Employer Taxes	Gross Base
			PAC FUND- FIRE DEPT.	130.50	MEDICARE	10,180.96
			PS DEFERRED COMP - ROTH	145.00	SOCIAL SECURITY TAX	43,532.10
						702,129.85



Pay Day Register

Pay Date Range 12/30/23 - 01/12/24

Pay Batch 202402

PS DEFERRED COMP TIAA -	160.93	3,218.60	SUTA/UNEMPLOYMENT	4,003.80	667,298.47
PS DEFERRED COMPENSATION	680.00	.00	Total	\$57,716.86	
PSPRS FIRE DB RATE - TIER 1a	5,294.77	69,212.64			
PSPRS FIRE DB RATE - TIER 1b	1,143.81	14,951.71	Workers' Comp		Gross Base
PSPRS FIRE DB RATE - TIER 2	456.08	5,961.72	Ambulance EMT Search &	3,277.73	69,005.11
PSPRS FIRE DB RATE - TIER 3	4,820.04	50,418.75	ANIMAL CONTROL OFFICERS	49.15	2,184.70
PSPRS FIRE DC RATE - TIER 3	244.26	2,714.02	ATTORNEY- ALL & CLERICAL-	59.39	26,995.70
PSPRS FIRE DISABILITY RATE	38.81	2,714.02	AUTO SERVICE/ REPAIR	300.57	10,772.79
PSPRS POLICE DB RATE - TIER	4,173.39	54,554.23	BUILDING- NOC OPER BY	527.85	14,581.11
PSPRS POLICE DB RATE - TIER	1,427.42	18,659.20	BUS COMPANY AND DRIVERS	91.34	1,654.74
PSPRS POLICE DB RATE - TIER 2	1,045.88	13,671.60	CLERICAL OFFICE/ LIBRARY/	389.93	162,471.66
PSPRS POLICE DB RATE - TIER 3	4,241.17	44,363.76	Electrician	68.58	2,184.00
STANDARD LIFE ADDTNL	865.85	.00	FIREFIGHTERS & DRIVERS	4,203.99	88,505.39
TRANSWESTERN MEXICAN	195.00	.00	GARBAGE/ ASH/ REFUSE	649.61	10,393.83
U.S. MEX DENTAL - EE &	513.25	.00	Homemaker Service	40.57	1,771.25
U.S. MEX DENTAL - EE &	205.30	.00	MUNICIPAL/ TOWN/	775.29	44,302.16
UNITED WAY	14.00	.00	PARKS- NOC ALL EMPLOYEES	764.22	24,652.12
US & MEX DENTAL= FAMILY	563.64	.00	POLICE OFFICERS	6,865.34	144,532.83
US & MEX HEALTH = C	4,981.90	.00	RECREATION- ALL EMPLOYEES/	238.49	17,406.55
US & MEX HEALTH = FAMILY	6,749.94	.00	SEWAGE DISPOSAL/ PLANT	861.58	25,046.16
US & MEX HEALTH = SP	1,281.06	.00	Street or Road Construction	2,519.80	28,536.77
VSP - VISION CHILDREN	236.98	.00	WATERWORKS OPERATIONS	941.52	27,132.98
VSP - VISION FAMILY	341.53	.00	Total	\$22,624.95	
VSP - VISION SPOUSE	153.34	.00			
Net	\$485,943.81		Direct Deposits		Amount
			1st Bank Yuma		44,640.25
			ACADEMY BANK		2,525.86
			Bank of America		8,092.05
			Bank of America CA		1,222.94
			Bankcorp		200.00
			BMO HARRIS BANK		2,573.97
			CAPITAL ONE		698.51
			Charles Sch		250.00
			Chase Bank		231,698.51
			CHASE BANK CA		699.21
			CHASE BANK MORGAN		4,256.66
			CHASE BANK TX		2,249.65
			chase centro		1,803.20
			discover		400.00
			Federal Credit Union		41,221.98
			FF CREDIT UNION		2,026.51
			FIDELITY		611.04
			FIREFIGHTER FIRST CREDIT UNION		6,374.10



Pay Day Register

Pay Date Range 12/30/23 - 01/12/24

Pay Batch 202402

HUGHES FCU	1,790.34
MECHNICS BANK	1,222.64
National Bank	1,287.45
Navy Federal	23,986.67
NetSpend Corporation DD	120.00
NORTH ISLAND CREDIT UNION	1,064.67
PATHWARD	3,071.51
Sunbank	2,365.41
SUTTON BANK	1,083.76
THE FOOTHILLS BANK	666.64
VANTAGE WEST	1,636.13
WASHINGTON FEDERAL	1,104.65
Wells Fargo	88,119.26
WELLS FARGO CA	1,672.44
WELLS FARGO CALE	1,192.68
WELLS FARGO YUMA	2,836.06
Total	<u>\$484,764.75</u>
Check	\$1,179.06

SCHEDULE E



AGENDA ITEM REVIEW FORM

Regular City Council Meeting

7. A.

Meeting Date: 01/24/2024

Department Head: Roula Encinas, Finance Operations Manager, Finance Department

Submitted By: Roula Encinas, Finance Operations Manager, Finance Department

Action Requested: Motion

ITEM:

Discussion and possible action on any and all matters regarding the approval of budget transfer from City Council Contingency to City Council Contractual Services accounts. **(Roula Encinas, Acting Director of Finance)**

SUMMARY:

This agenda item seeks the City Council's approval for the transfer of funds from the City Council Contingency account to the City Council Contractual Services account.

On July 19th, 2023, and July 26th, 2023, the City Council approved funding and cash calls for the various agreements for FY2024, as follows:

- Greater Yuma Port Authority for \$50,000.00
- 4FrontED for \$8,789.20
- The Small Business Development Center for \$13,630.00
- Greater Yuma Economic Development Corporation for \$63,763.00
- Arizona Interagency Farmworkers Coalition for \$6,000.00

Initially, the funds for these agreements were allocated within the City Council Contingency account. The current requirement is to transfer these funds to the City Council Contractual Services account. This aligns with the financial policy of the City of San Luis. The transfer will ensure that funds are accurately accounted for in the category of contractual services. Furthermore, this action adheres to the budgetary protocols and maintains fiscal discipline, ensuring that the city's financial resources are managed effectively.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO APPROVE THE BUDGET TRANSFER FOR \$142,190.00 TO ALLOCATE THE FUNDING OF THESE AGREEMENTS FROM THE CITY CONTINGENCY ACCOUNT TO THE CITY CONTRACTUAL SERVICES ACCOUNT FOR FY2024.

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:	YES
CITY/STATE/FEDERAL FUNDS:	YES
TOTAL:	\$142,190.00
BUDGETED AMOUNT:	\$506,450.00
AVAILABLE AMOUNT TO TRANSFER:	\$425,120.00
ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE:	See Fiscal Impact

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

The Finance Department is requesting the budget transfer from the City Contingency GL account 100-110-81000 to the City Council Contractual Services GL account 100-110-80000 for \$142,190.00 to allocate the proper expenses for these approved agreements.



AGENDA ITEM REVIEW FORM

Regular City Council Meeting

7. B.

Meeting Date: 01/24/2024

Department Head: Jenny Torres, Acting City Manager, Administration

Submitted By: Jesus Armando Esparza, Director of Economic Development, Administration,
Economic Development

Action Requested: Motion

ITEM:

Discussion and possible action on any and all matters regarding an Independent Contractor Agreement with Victor Remigio Martinez Cantu to provide professional services for the 4FrontED Binational Region. **(Jenny Torres, Acting City Manager)**

SUMMARY:

The City of San Luis and its member agencies, composed of the City of Yuma, City of Somerton, Town of Wellton and Yuma County established and financially supports a bi-national program focused on promoting growth and expanding economic opportunities in the regions of Yuma County, San Luis Rio Colorado, Sonora, Mexico and regions within Baja California, Mexico. The member agencies are interested in contracting with an independent contractor to serve as a Bi-National Executive Director for the 4FrontED region to meet the program's goals and objectives. A bi-national budget was agreed upon by all member agencies to include an annual salary of \$60,000.00 for independent contractor services for fiscal year 2024-2025.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO APPROVE THE INDEPENDENT CONTRACTOR AGREEMENT WITH VICTOR REMIGIO MARTINEZ CANTU FOR \$60,000.00 FOR PROFESSIONAL SERVICES FOR THE 4FrontED BINATIONAL REGION PROGRAM WITH FUNDING FROM THE CONTRIBUTING GOVERNMENTS.

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:	Yes
CITY/STATE/FEDERAL FUNDS:	City
TOTAL:	\$60,000.00
BUDGETED AMOUNT:	\$60,000.00
AVAILABLE AMOUNT TO TRANSFER:	N/A
ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE:	4Fronted/100-20357/\$27,056.25
FISCAL IMPACT STATEMENT (IF THIS IS A BUDGET TRANSFER, YOU MUST ATTACH THE BUDGET ADJUSTMENT FORM):	
4FrontED Account No. 100-20357	

Attachments

4fronted professional service contrat

Meeting Minutes

4FRONTED
EXECUTIVE DIRECTOR PROFESSIONAL SERVICES AGREEMENT

Pursuant to the authority of the Intergovernmental Agreement approved by each of the member governmental units and particularly described below, this Executive Director Professional Services Agreement (“Agreement”) is entered into this 24th day of January, 2024, by and between 4FrontED, a joint powers intergovernmental group (“4FrontED”), and Victor Remigio Martinez Cantu (“Executive Director”), an independent contractor providing executive director services under this professional services agreement. In this Agreement, the term “party” or “parties” shall refer to 4FrontED, Executive Director, or both, as appropriate.

WHEREAS, 4FrontED was created by Intergovernmental Agreement dated September 19, 2016 then amended, restated and re-recorded on March 28, 2019 as Yuma County Recorder’s Fee # 2019-07687 (“IGA”); and,

WHEREAS, the purpose and mission of 4FrontED is to develop and support regional efforts to promote growth, tourism, and expand economic opportunities as a bi-national program within the Region described as Yuma County, Arizona, Imperial County, California, San Luis Rio Colorado, Sonora, Mexico, and northeastern Baja California, Mexico; and,

WHEREAS, 4FrontED and its member governments including Yuma County, the City of Yuma, the City of San Luis, the City of Somerton, and the Town of Wellton, have oversight and provide guidance and direction of the 4FrontED mission and program through funding by all of the member agencies, and such oversight includes contracting for a bilingual and bi-cultural executive director position; and,

WHEREAS, Victor Remigio Martinez Cantu is willing, able, and has agreed to provide these services to serve in the position of bi-national executive director for the 4FrontED Region as an independent contractor on a professional services contract basis; and,

WHEREAS, the parties desire to enter into this Agreement to memorialize the terms and conditions the executive director services shall be provided and delivered to 4FrontED.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

1. Description of Professional Services. The services to be performed by the Executive Director includes those services generally performed to meet the mission and program objectives of 4FrontED throughout the Region, including, but not limited to, those duties specified in the Scope of Services attached as Exhibit A and the recorded IGA, each of which is incorporated by reference as a material part of this Agreement. The Executive Director agrees to faithfully perform such services and provide such other services as may be assigned or directed by 4FrontED, and shall do so in a fiduciary capacity. The Executive Director’s services shall be coordinated through the City Administrator’s Office of the City of Yuma, Arizona.

2. Consideration for Professional Services and Payment. 4FrontED, through its governmental members as described in the IGA, agrees to pay the Executive Director for services performed at an annual contract amount of \$60,000 on a monthly, prorated basis with installments of Five Thousand Dollars (\$5,000.00) per month, payable in arrears on the first Thursday of each month for services performed in the prior month until such time as this Agreement is terminated. The City of San Luis, pursuant to the terms of the IGA, is the fiscal agent of 4FrontED and shall issue payment to the Executive Director. Executive Director agrees to accept the monthly contracted amount as full payment for Executive Director's services and to sign such affidavits or receipts of payment as the City of San Luis or 4FrontED shall request in order to acknowledge payment. Funds for the contract shall come solely from those collected through the 4FrontED Intergovernmental Agreement and appropriated for payment of the Executive Director's Services through 4FrontED's budget. To facilitate payment, the Executive Director shall provide the fiscal agent with Executive Director's social security number or tax identification number and shall be issued an appropriate IRS Form 1099 at the end of each tax year. It is the express intent of both parties that in no event or circumstance shall the monthly installment be construed as a salary or effect a change of Executive Director's legal status as an independent contractor.

3. Expenses. During the term of this Agreement, 4FrontED, through its fiscal agent, shall pay for certain Executive Director expenses in accordance with the 4FrontED Budget. 4FrontED, on a receipt basis, shall reimburse the Executive Director for fuel used to travel outside of Yuma County and any international travel (excluding travel to San Luis, Rio Colorado) and other travel expenses such as airfare or hotel expenses paid or incurred in the performance of services provided under this Agreement. 4FrontED shall provide the Executive Director with a monthly mobile phone stipend of \$25.00 per month. Executive Director agrees to provide receipts and documentation to the City of San Luis, as fiscal agent, or 4FrontED upon request, for travel and other such expenses incurred. Funds for these expenses shall come solely from those amounts collected through the 4FrontED Intergovernmental Agreement. Any expenses outside of those listed in the 4FrontED Budget, unless first approved in writing by the fiscal agent or the coordinating City Administrator, shall be paid by the Executive Director.

4. Term. This Agreement shall commence on the 24th day of January, 2024, and continue until such time as this Agreement is terminated, cancelled, or the Executive Director tenders a letter of resignation as provided in Section Eleven of this Agreement.

5. Independent Contractor Relationship. The Executive Director is an independent contractor and not an employee, servant, agent, partner or joint venturer of 4FrontED or any of the 4FrontED governmental members. 4FrontED shall determine the services to be performed and the deadlines to be met by the Executive Director, but the Executive Director shall determine the legal means, the methods, the process, or the time necessary and the days to be worked to accomplish such services to the satisfaction of 4FrontED. By entering into this professional services contract, the Executive Director's signature acknowledges that the Executive Director agrees to:

a. Provide the professional services contemplated in this Agreement as an independent contractor as a part of the Executive Director's own independent business.

b. The Executive Director shall not be considered an employee of 4FrontED or an employee of any of the 4FrontED member government, and has no right to unemployment benefits or any other right arising from an employment relationship.

c. As an independent contractor, the Executive Director is solely responsible for all tax liability associated with payments received from 4FrontED, and neither 4FrontED, nor 4FrontEd's fiscal agent will withhold any taxes from any payment for Executive Director's services.

d. The Executive Director is responsible for obtaining and maintaining any required registration, licenses (including any business licenses required), or other authorization necessary for the professional services performed for 4FrontED.

e. The Executive Director shall not be entitled under this Agreement or Arizona law to receive any benefits which employees of any member organization of 4FrontED are entitled, including, but not limited to workers' compensation, unemployment compensation, medical insurance, life insurance, paid vacations, paid holidays, pension, retirement, or social security benefits on account of the Executive Director's services provided to 4FrontED.

f. The Executive Director shall prioritize 4FrontED projects to the satisfaction of the coordinating City Administrator but shall retain the right to provide services for other parties besides the 4FrontED.

g. The Executive Director acknowledges that the terms in this Agreement apply not only to the Executive Director, but also to the Executive Director's employees (if any), and any subcontractor's or agents that the Executive Director may utilize.

6. Employees of Executive Director. The Executive Director shall be solely responsible for paying any and all costs and expenses of Executive Director's employees (if any), and all FICA and other taxes, workers' compensation, unemployment compensation, medical insurance, life insurance, paid vacations, paid holidays, pension, profit sharing and other benefits for Executive Director and Executive Director's employees, servants and agents.

7. Confidentiality and Return of Documents. The Executive Director acknowledges and agrees that any and all confidential information is, and at all times shall remain, the sole and exclusive property of 4FrontED and its member agencies. All originals and copies of records, reports, documents, lists, plans, memoranda, notes, accounts, and other documentation related to the business of 4FrontED or its member agencies, shall be the sole and exclusive property of 4FrontED and its member agencies, and shall be returned to 4FrontED upon the termination of this Agreement, or upon the written request of 4FrontED.

8. Insurance. Throughout the term of this Agreement, the Executive Director shall at all times maintain and furnish current certificates of insurance to the fiscal agent and coordinating City Administrator for the following minimum Comprehensive Motor Vehicle Liability insurance coverage for all sums that Executive Director may become legally obligated to pay as damages because of bodily injury, property damage, or death sustained by any person, either caused by accident or arising out of the ownership, maintenance, or use of any motor vehicle: \$300,000 of motor vehicles liability insurance for each person; \$500,000 motor vehicle liability insurance for each accident; and \$100,000 of motor vehicle property damage liability.

Through the term of this Agreement, 4FrontED shall have the right to require such other insurance coverage and proof of such insurance coverage in amounts and coverage, including waivers of subrogation, additional named insureds, as 4FrontED may deem necessary during the course of this Agreement.

9. Indemnification. The Executive Director shall perform all services at Executive Director's own risk and assumes all responsibility for the condition of tools, equipment, and material used in the performance of this Agreement by Executive Director or Executive Director's employees, servants and agents. The Executive Director shall indemnify and hold harmless 4FrontED and its member agencies from any claim, demand, loss, liability, damage or expense arising in any way from the Executive Director's services.

10. Assignment. Neither party may assign any of its rights or duties under this Agreement without the prior written consent of the other party.

11. Termination, Resignation or Cancellation. Either party may terminate this Agreement with or without cause with prior, written notice to the other such as a letter of resignation or termination. For purposes of this Agreement, "cause" shall mean: (i) conviction of the Executive Director or any of the Executive Director's employees, agents or officers, of any crime constituting a felony in the jurisdiction involved; (ii) Executive Director or any of Executive Director's employees, agents or officers engage in any substantiated act involving moral turpitude; (iii) Executive Director or any of Executive Director's employees, agents or officers engage in any act which, if generally known, would subject 4FrontED or any of its governmental agencies to public ridicule or embarrassment; (iv) gross neglect or misconduct in the performance of the Executive Director's duties under this Agreement; (v) willful failure or refusal to perform such duties as may reasonably be assigned to Executive Director; or (vi) material breach of any provisions of this Agreement. Termination for cause shall be effective immediately when given unless an alternative termination date is expressly stated in the notice of termination.

If this Agreement is terminated without cause by either party (including a tender of resignation of Executive Director), the terminating party shall provide a minimum of forty-five (45) days prior, written notice of the termination or resignation. The terminating party shall ensure that the effective date of termination or resignation is expressly stated in the notice. Unless otherwise agreed to by the parties in writing, in no event shall the effective date of termination or resignation be any earlier than forty-five (45) days from the date of delivery of the notice of termination or resignation. The Executive Director shall be required to complete the work under this Agreement during the period leading up to the date of termination or resignation, and the Executive Director shall be entitled to the continuation of compensation for the period leading up to the date of termination or resignation.

12. Non-Waiver. The failure of either party to this Agreement to exercise any of its rights under this Agreement at any time does not constitute a breach of this Agreement and shall not be deemed to be a waiver of such rights or a waiver of any subsequent breach.

13. No Authority to Bind 4FrontED or Governmental Member Agencies. The Executive Director has no authority to enter into contracts on behalf of 4FrontED or its governmental member agencies.

14. Notices. Any notice given in connection with this Agreement shall be given in writing and delivered either by hand to the party, or by certified mail, return receipt requested. If notice is delivered by mail, it shall be delivered to the address shown below, or substituted address acknowledged in writing by both parties at the following addresses:

If to 4FrontED:

City Administrator
One City Plaza
Yuma, AZ 85364
(928) 373-5011

If to Executive Director:

Victor Remigio Martinez Cantu
One City Plaza
Yuma, AZ 85364
(602) 518-2262

15. Entire Agreement. This document represents the entire agreement between the parties and any modification of this Agreement or additional obligation assumed by any party in connection with this Agreement shall be binding only if evidenced in writing signed by each party or an authorized representative of each party.

16. Severability. If any provision of this Agreement or any portion of any provision of this Agreement shall be deemed to be invalid, illegal or unenforceable, such invalidity, illegality or unenforceability shall not alter the remaining portion of such provision, or any other provision hereof, as each provision of this Agreement shall be deemed severable from all other provisions hereof.

17. Attorney's Fees. In the event suit is brought or an attorney is retained by any party to this Agreement to seek interpretation or construction of any term or provision of this Agreement, to enforce the terms of this Agreement, to collect any money due, or to obtain any money damages or equitable relief for breach, or to seek recourse in a bankruptcy proceeding, the prevailing party shall be entitled to recover, in addition to any other available remedy, reimbursement for reasonable attorneys' fees for representation in the court (including, without limitation, bankruptcy court), court costs, costs of investigation, and other related expenses.

18. Counterparts. This Agreement may be executed in counterparts, each of which, when taken together shall constitute fully executed originals.

19. Governing Law. The parties agree this Agreement shall be construed in accordance with the laws of the State of Arizona, and any controversy, dispute or litigation shall be brought or commenced only in a court of proper jurisdiction in Yuma County, Arizona.

20. Captions. Captions and paragraph headings used in this Agreement are for convenience only, and shall not be deemed to limit or alter any provisions of this Agreement, and shall not be deemed relevant in construing the Agreement.

21. Time is of the Essence. Time is of the essence in each and every provision of this Agreement.

22. Representation. Each individual executing this Agreement represents and warrants that the individual has the complete and full authority to enter into this Agreement on behalf of the party for whom the individual signs and has had the opportunity for legal review by counsel of the party's choosing.

23. Compliance with Laws. Both parties acknowledge that this agreement is subject to cancellation pursuant to the provisions of A.R.S. § 38-511. Both parties shall comply with all federal, state, and local laws, rules, and regulations. The Executive Director warrants compliance with all federal immigration laws and regulations that relate to Executive Director's employees and with A.R.S. § 23-214 relating to verification of employment eligibility. A breach of this warranty shall be deemed a material breach of this Agreement. 4FrontED or its fiscal agent shall have the right to inspect the identification and other documents of the Executive Director or Executive Director's employees to ensure compliance with this warranty. The Executive Director certifies that Executive Director does not participate in and agrees not to participate in a boycott of Israel as described in A.R.S. § 35-393.01.

24. Binding Effect. Subject to the limitations upon assignments and transfers described, this Agreement shall be binding upon and inure to the benefits of the parties hereto, their respective heirs, successors and assigns.

IN WITNESS WHEREOF, 4FrontED, through its fiscal agent as provided for in §2.3 of the IGA, and the Executive Director have executed this Executive Director Professional Services Agreement, effective as of the date above.

City of San Luis

Executive Director

Nieves Riedel, Mayor

Victor R. Martinez Cantu, Independent Contractor

ATTEST:

Sonia Cornelio, San Luis City Clerk

APPROVED AS TO FORM

Kay Marion Macuil, San Luis City Attorney

4FRONTED:

Douglas Nicholls, 4FrontED chair

EXHIBIT A - SCOPE OF SERVICES

Binational Cluster Development

- Identify, map, and define binational regional business clusters such as advanced manufacturing opportunities. Established and/or strengthen relationships with companies in northern Mexico in aerospace, automotive, electronic, agribusiness, and electrical devices and promote the region's logistics/distribution and cost competitive advantages for potential advanced manufacturing opportunities. Sustain the momentum with the University of Arizona cluster work and the North American Research Partnership cluster mapping.
- Engage the region's manufacturer in the RevAZ(Arizona Commerce Authority's Manufacturing Extension Partnership program), particularly with the ExportTech Boot Camp.
- Further leverage the economic benefit of the agriculture trade moving through the San Luis Port of Entry. Maintain and grow agribusiness trade by addressing binational infrastructure and transportation improvements from major growing regions in Mexico and strengthening relationships throughout western Mexico. Continue to expand value-add produce opportunities in packaged food.
- Work to attract foreign direct investment (FDI) projects within the transportation, tourism, and economic development sectors. Leverage the international and foreign investment partners working with the University of Arizona Yuma Center of Excellence for Desert Agriculture to attract a larger footprint in the region.
- Focus on manufacturing industries to provide higher average wages, creates more indirect economic activity for the region, impacts the regional tax base, and attracts new revenues to the region resulting in an expanded economy through the following manufacturing sectors: perishable prepared food, storage battery, fluid milk, aircraft, fabricated structural metals, metal stamping, truck trailer, sign, unmanned vehicle and computerized numerical control machining.
- Continue to implement the IMPC strategy working collaboratively to develop and promote advanced manufacturing.
- Work with existing industries to improve access to and attraction of supply chain businesses to the 4FRONTED region.
- Actively engage the private sector and regional businesses to assist in the implementation of the 4FRONTED initiative.

Strengthen Binational Workforce Development

- Broaden the educational exchange between the region's institutions and Mexico by establishing a binational education task force to ensure a stronger regional labor force that meets the current and future needs of the regional businesses.
- Collaborate with Arizona Western College and Northern Arizona University to target advanced degrees to maquila managers or leadership.

Develop Binational Tourism

- Work collaboratively to leverage existing tourism assets and further develop visitor destinations within the binational region. Create and actively implement a binational tourism development and marketing program with a focus on recreation and culture.
- Implement a strategy to develop and attract medical tourism to the 4FRONTED region.
- Develop and promote a binational calendar of events.

Leverage Port of Entry and Border Infrastructure Investments

- Aggressively promote the San Luis commercial port of entry.
- Continue to pursue improvements to the port of entry.
- Pursue increased port of entry staffing to improve efficiencies of border crossings.
- Build cross-border public transportation, bicycling and pedestrian improvements.

Spur Innovation and Entrepreneurism

- Leverage the San Luis Business Incubator to foster business growth in manufacturing, machining, distribution, and support businesses.
- Make the 4FRONTED binational region an entrepreneurial hub by leveraging the U.S. entrepreneurial visa program that can promote new business start-ups and innovation.

Maximize Developable Industrial Land

- Move forward with development strategies to ensure that the border industrial land is ready for manufacturing facilities. Focus on project readiness of industrial sites.

Continue to Improve Regional Infrastructure

- The cities of San Luis, San Luis Rio Colorado, Somerton, Wellton, and Yuma are committed to building a rail connection between the city of San Luis Rio Colorado and Yuma to support economic development.
- Work to implement the project priorities identified in the Border Master Plans (2013)
- Prioritize regional infrastructure projects to support economic development efforts and pursue grant funding.



MINUTES

On Wednesday, January 3, 2024, Mayor Douglas Nicholls, Chairman of 4FrontED, proposed through email, that the 4FrontED Governing Board consider accepting the salary of \$60,000 per year in the approved Executive Director contract. Chairman Douglas Nicholls makes a motion to accept the salary of \$60,000 per year in the approved Executive Director contract of Victor Remigio Martínez Cantú.

On Wednesday, January 3, 2024, through email, Board Member Luis Cabrera seconded the motion and affirmed the motion.

On Thursday, January 4, 2024, through email motion Board Members Martin Porchas and Scott Blitz affirmed the motion. Motion was approved.



AGENDA ITEM REVIEW FORM

Regular City Council Meeting

7. C.

Meeting Date: 01/24/2024

Department Head: Jose A. Guzman, Director of Development Services, Development Services

Submitted By: Jose A. Guzman, Director of Development Services, Development Services

Action Requested: Motion

ITEM:

Discussion and possible action on any and all matters regarding the re-appointment of two (2) City of San Luis residents to serve on the City of San Luis Planning and Zoning Commission. **(Jose A. Guzman, Director of Development Services)**

SUMMARY:

Currently, seven (7) Commission Members are serving on the City of San Luis Planning and Zoning Commission:

Chairman George Amaya
Vice-Chairman Javier Barraza
Commission Member Marco A. Pinzon
Commission Member Hugo Garcia
Commission Member Veronica Zavala
Commission Member Ruben Walshe
Commission Member Angelica Ortiz

City Code Section 18.10.020 (E) Term of office. *The term of office of the members of the Commission shall be four years, with the terms of members so staggered that the terms of no more than three members shall expire on January 31 in any one year. The incumbent Commissioner shall continue to serve after their term of office has expired until a successor has been appointed. In the event of a death, resignation, or removal from the Commission, a resident appointment by the City Council shall fill the vacancy, for the unexpired term.*

The following commission members' term will expire on January 31, 2024:

Member Javier Barraza
Member Ruben Walshe

Both members would like to continue serving as commission members for another term. The new term expiration date will be January 31, 2028.

RECOMMENDATION / SUGGESTED MOTION:

A. I MOVE TO RE-APPOINT JAVIER BARRAZA TO THE CITY OF SAN LUIS PLANNING AND ZONING COMMISSION WITH A TERM EXPIRATION OF JANUARY 31, 2028.

B. I MOVE TO RE-APPOINT RUBEN WALSH TO THE CITY OF SAN LUIS PLANNING AND ZONING COMMISSION WITH A TERM EXPIRATION OF JANUARY 31, 2028.

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



AGENDA ITEM REVIEW FORM

Regular City Council Meeting

7. D.

Meeting Date: 01/24/2024

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

Submitted By: Jorge Perez, Assistant Director of Public Works, Public Works Department

Action Requested: Motion

ITEM:

Discussion and possible action on any and all matters regarding the purchase of new traffic signal materials and equipment for two (2) of the Highway Users Division capital improvement projects.

(Jorge Perez, Assistant Director of Public Works)

SUMMARY:

The Department of Public Works is working with its consultants on finalizing the designs for expansion improvements and the addition of traffic signals at the intersections of County 22nd Street and Fourth Avenue, as well as on County 22nd Street and Sidewinder Road. Although it is typical for projects to go out to a formal bid process and for contractors to supply all materials and labor to complete the project, in these two specific projects, the department is seeking council approval to move forward with the purchase of all materials and components of the traffic signals. This request is to advance the ordering and delivery of materials due to the long lead time. Meanwhile, the project designs get finalized. Upon completion of the designs, both projects will go through a formal bid process to construct the needed improvements and install the traffic signals.

Staff is seeking to purchase materials and equipment from Clark Transportation Solutions, including poles, mast arms, and luminaries. Clark has been awarded purchasing agreements by the Maricopa County Department of Transportation, and this purchase is being procured by piggybacking on those agreements as allowed under the City of San Luis Code Purchasing Section 3.05.090 Cooperative Purchasing since the bidding process has already been completed on that contract.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO APPROVE THE PURCHASES OF TRAFFIC SIGNAL MATERIALS AND EQUIPMENT FROM CLARK TRANSPORTATION SOLUTIONS IN THE AMOUNT OF \$110,388.64 AS PRESENTED IN THE FISCAL IMPACT OF THIS ITEM.

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:	Yes
CITY/STATE/FEDERAL FUNDS:	City/Federal
TOTAL:	\$110,388.64
BUDGETED AMOUNT:	See fiscal impact
AVAILABLE AMOUNT TO TRANSFER:	N/A
ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE:	See fiscal impact

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

Both projects are part of the FY 2024 HURF budget:

Clark Transportation Solutions:

- Poles, Mast Arms & Luminaire Arms
- Co. 22nd St. & Sidewinder Rd. \$56,558.88 Budget G/L Account 200-210-90015 \$1,235,787
- Co. 22nd St. & 4th Ave. \$53,829.76 Budget G/L Account 255-021-90051.228 \$1,068,809
- Total Purchase: \$110,388.64

Attachments

Clark Transportation Solutions Cooperative Purchasing Agreement No. 200125-C

Clark Transportation Solutions Cooperative Purchasing Agreement No. 220205-C

Co. 22nd St & 4th Ave - Poles & Mast Arms Proposal

Co. 22nd St & 4th Ave - Poles & Mast Arms Proposal

SERIAL 200125-C TRAFFIC SIGNAL POLES AND COMPONENTS

DATE OF LAST REVISION: November 08, 2023 CONTRACT END DATE: November 30, 2025

CONTRACT PERIOD THROUGH NOVEMBER 30, ~~2021~~ 2023 2025

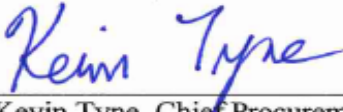
TO: All Departments

FROM: Office of Procurement Services

SUBJECT: Contract for **TRAFFIC SIGNAL POLES AND COMPONENTS**

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on **December 11, 2019**.

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.



Kevin Tyne, Chief Procurement Officer
Office of Procurement Services

LN/mm
Attach

Copy to: Office of Procurement Services
 Suzi Williams, MCDOT
 Efren Guevara, MCDOT
 Martie Billings, MCDOT
 Kyle Randall, MCDOT

(Please remove Serial 13043-C from your contract notebooks)

CLARK ELECTRIC SALES, INC., DBA: CLARK TRANSPORTATION SOLUTIONS 20827 N. CAVE CREEK RD. SUITE 105 PHOENIX, AZ 85024
 7662 E. GRAY ROAD SUITE 101 SCOTTSDALE, AZ 85260

SERIAL: 200125-C	
NIGP CODE: 55089	
RESPONDENT'S NAME:	Clark Electric Sales, Inc., DBA: Clark Transportation Solutions
COUNTY VENDOR NUMBER:	VC0000006609
ADDRESS:	7662 E. Gray Road Suite 101 Scottsdale, AZ 85260 20827 N. Cave Creek Rd. Suite 105 Phoenix, AZ 85024
P.O. ADDRESS:	
TELEPHONE NUMBER:	480-347-9765
FACSIMILE NUMBER:	480-284-7628
WEB SITE:	WWW.CLARKTRANSPORTATIONSOLUTIONS.COM
CONTACT (REPRESENTATIVE):	Scott Clark
REPRESENTATIVE'S E-MAIL ADDRESS:	SCOTT.CLARK@CLARK-INC.COM

	YES	NO
WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT:	☒	☐
WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:	☐	☒

PAYMENT TERMS:
[x] NET 30 DAYS

Title	Unit Price	Qty	UofM	Bidder Notes
Traffic & Standard Signal Poles-Provide Catalogs	\$0.00	1	each	Catalog Provided
Traffic Signal Hardware-Provide Catalog	\$0.00	1	each	Catalog Provided
Traffic Signal Controllers-Provide Catalog	\$0.00	1	each	Quoted catalog with alternate McCain Nema/ATC Ex2 controller
Traffic Signal Controller Cabinets-Provide Catalog	\$0.00	1	each	Quoted catalog with alternate McCain ATC cabinet
Videodetection Systems-Provide Catalog	\$0.00	1	each	Quoted catalog with alternate Gridsmart video detection system

[200125-Clark-Attachment D.pdf](#)

[200125-Clark-Catalog List Price.pdf](#)

First Call

Item	Product Code	Qty	Unit	Prod Code	Price	Price Eff 12/1/2021 12-1-2023
Traffic Signal Pole Type "E"-16'	Detail 4740	1	each		1335	\$2203 \$2490.00
Traffic Signal Pole Mast Arms-Type "E" & "F"	Detail 4740 4741-1	1	each	20FT SMA	4007	\$1662 \$1879.00

CLARK ELECTRIC SALES, INC., DBA: CLARK TRANSPORTATION SOLUTIONS**Second Call**

Item	Product Code	Qty	Unit	Prod Code	Price	Price Eff 12/1/2021 12-1-2023
Traffic Signal Pole Type "F"- 30'	Detail 4741-1	1	each		1583	\$2612 \$2952.00
Traffic Signal Pole Type "J"- 14'	Detail 4742	1	each		2545	\$4200 \$4746.00
Traffic Signal Pole Type "Q"- 30'	Detail 4743	1	each		3046	\$5026 \$5680.00
Traffic Signal Pole Mast Arms-Type "J" & "Q"	Detail 4742 4743	1	each	25FT SMA	1024	\$1690 \$1910.00
Traffic Signal Pole Mast Arms-Type "K" & "R"	Detail 4748 4749- 1	1	each	45FT SMA	2027	\$3345 \$3780.00

NOTE-ABOVE PRICING VALID THRU 4-29-2022

CLARK ELECTRIC SALES, INC., DBA: CLARK TRANSPORTATION SOLUTIONS

Removed Eff. 12/01/21

Clark Transportation Solutions 10/29/19 Catalog List Price

8.05 % Sales Tax will be added to item pricing after catalog discount is taken

Catalog Group	Item	Manufacturer	Catalog List Price	Catalog List Price w/ 8.05% Sales Tax
Poles & Associated Components	Type A 14ft	Valmont	\$438.00	\$476.35
Poles & Associated Components	Type E 16ft	Valmont	\$1,213.00	\$1,319.20
Poles & Associated Components	Type F 30ft	Valmont	\$1,451.00	\$1,578.03
Poles & Associated Components	Type J 15ft	Valmont	\$2,364.00	\$2,570.96
Poles & Associated Components	Type Q 30ft	Valmont	\$2,824.00	\$3,071.23
Poles & Associated Components	Type K 15ft	Valmont	\$3,444.00	\$3,745.51
Poles & Associated Components	Type R 30ft	Valmont	\$4,464.00	\$4,854.81
Poles & Associated Components	Anchor Bolt Set-1" X 48" X 4"	Halo	\$279.00	\$303.43
Poles & Associated Components	30'-6" Round Direct Buried	Southwest Fab	\$856.00	\$930.94
Poles & Associated Components	20" X 6' Arm	Southwest Fab	\$138.00	\$150.08
Traffic Signal Hardware	SB59-TENON	SkyBracket	\$116.00	\$126.16
Traffic Signal Hardware	SB59-ACM-74	SkyBracket	\$160.00	\$174.01
Traffic Signal Hardware	F	McCain	\$331.00	\$359.98
Traffic Signal Hardware	G	McCain	\$520.00	\$565.52
Traffic Signal Hardware	G FYA	McCain	\$463.00	\$503.53
Traffic Signal Hardware	Q	McCain	\$558.00	\$606.85
Traffic Signal Hardware	Q-2	McCain	\$683.00	\$742.79
Traffic Signal Hardware	R	McCain	\$337.00	\$366.50
Traffic Signal Hardware	PED	McCain	\$255.00	\$277.32
Traffic Signal Hardware	II MOUNT	McCain	\$90.00	\$97.88
Traffic Signal Hardware	III MOUNT	McCain	\$87.00	\$94.62
Traffic Signal Hardware	IV MOUNT	McCain	\$340.00	\$369.77
Traffic Signal Hardware	V MOUNT	McCain	\$290.00	\$315.39
Traffic Signal Hardware	VI MOUNT	McCain	\$356.00	\$387.17
Traffic Signal Hardware	VII MOUNT	McCain	\$313.00	\$340.40
Electronic Components	SOLAR FLASHER	Eltec	\$3,146.00	\$3,421.42
Electronic Components	RRFB	Eltec	\$3,243.00	\$3,526.92
Electronic Components	220V-HV-MC	McCain	\$250.00	\$271.89
Electronic Components	CB820DT Sign	Southern	\$2,992.00	\$3,253.94
Electronic Components	ITS CABINET	Southern	\$2,668.00	\$2,901.58
Electronic Components	EG97244-4VCR	EtherWAN	\$11,600.00	\$12,615.55
Electronic Components	ENERGY INT	Encom Wireless	\$2,231.00	\$2,426.32
Electronic Components	RV50X	Sierra Wireless	\$662.00	\$719.96
Electronic Components	VS720-H.264-HD30L-POE-R	WTI	\$4,492.00	\$4,885.26
Electronic Components	GSC-BASE-5.7	Genetec	\$1,376.00	\$1,496.47
Electronic Components	120 SOLAR ASSEMBLY	Urban Solar	\$6,197.00	\$6,739.53
Electronic Components	1500W UPS	Marathon	\$5,884.00	\$6,399.13
Electronic Components	650W UPS	Marathon	\$4,799.00	\$5,219.14
Cable	CAT5E	Clark Transportation	\$464.00	\$504.62
Controller	EX2 CONTROLLER TS2-1	McCain	\$3,291.00	\$3,579.12
Controller	EX2 CONTROLLER TS2-2	McCain	\$3,622.00	\$3,939.10
Controller Cabinet	350I ATC Cabinet	McCain	\$19,435.00	\$21,136.49
Controller Cabinet	352I ATC Cabinet	McCain	\$17,059.00	\$18,552.47
Video Detection	Single Camera System	Gridsmart	\$15,878.00	\$17,268.08
Video Detection	Dual Camera System	Gridsmart	\$19,745.00	\$21,473.65

CLARK ELECTRIC SALES, INC., DBA: CLARK TRANSPORTATION SOLUTIONS

Clark Transportation Solutions 09/10/21 Catalog List Price

NOTE PRICING EFFECTIVE 12-1-2021

8.6 % Sales Tax will be added to item pricing after catalog discount is taken

Catalog Group	Item	Manufacturer	Catalog List Price	Catalog List Price w/ 8.6% Sales Tax
Poles & Associated Components	Anchor Bolt Set-1" X 48" X 4"	Halo	\$275.00	\$298.65
Traffic Signal Hardware	SB59-ACM-74	SkyBracket	\$202.00	\$219.37
Traffic Signal Hardware	F	McCain	\$417.00	\$452.86
Traffic Signal Hardware	G	McCain	\$631.00	\$685.27
Traffic Signal Hardware	G-FYA	McCain	\$566.00	\$614.68
Traffic Signal Hardware	Q	McCain	\$675.00	\$733.05
Traffic Signal Hardware	Q-2	McCain	\$790.00	\$857.94
Traffic Signal Hardware	R	McCain	\$424.00	\$460.46
Traffic Signal Hardware	PED	McCain	\$289.00	\$313.85
Traffic Signal Hardware	II MOUNT	McCain	\$109.00	\$118.37
Traffic Signal Hardware	III MOUNT	McCain	\$105.00	\$114.03
Traffic Signal Hardware	IV MOUNT	McCain	\$449.00	\$487.61
Traffic Signal Hardware	V MOUNT	McCain	\$395.00	\$428.97
Traffic Signal Hardware	VI MOUNT	McCain	\$479.00	\$520.19
Traffic Signal Hardware	VII MOUNT	McCain	\$442.00	\$480.01
Electronic Components	SOLAR FLASHER	Eltec	\$4,194.00	\$4,554.68
Electronic Components	RRFB	Eltec	\$3,459.00	\$3,756.47
Electronic Components	RRFB	Garmanah	\$3,787.00	\$4,112.68
Electronic Components	SC-12	Garmanah	\$3,274.00	\$3,555.56
Electronic Components	2202-HV-MC	McCain	\$273.00	\$296.48
Electronic Components	CP820DT Sign	Southern	\$3,989.00	\$4,332.05
Electronic Components	ITS CABINET	Southern	\$3,637.00	\$3,949.78
Electronic Components	EG97244-4VCR	EtherWAN	\$11,020.00	\$11,967.72
Electronic Components	ENERGY INT	Encom Wireless	\$2,857.00	\$3,102.70
Electronic Components	RV50X	Sierra Wireless	\$796.00	\$864.46
Electronic Components	VS720-H.264-HD30L-POE-R	WTI	\$5,053.00	\$5,487.56
Electronic Components	100 SOLAR ASSEMBLY	Urban Solar	\$5,679.00	\$6,167.39

CLARK ELECTRIC SALES, INC., DBA: CLARK TRANSPORTATION SOLUTIONS

Catalog Group	Item	Manufacturer	Catalog List Price	Catalog List Price w/ 8.6% Sales Tax
Electronic Components	1500W UPS	Marathon	\$9,156.00	\$9,943.42
Electronic Components	650W UPS	Marathon	\$5,859.00	\$6,362.87
Electronic Components	PS7-CFF1-VLA	GE	\$139.00	\$150.95
Cable	CAT5E	Clark Transportation	\$516.00	\$560.38
Controller	EX2-CONTROLLER TS2-1	McCain	\$3,510.00	\$3,811.86
Controller	EX2-CONTROLLER TS2-2	McCain	\$4,144.00	\$4,500.38
Controller Cabinet	350I ATC Cabinet	McCain	\$21,064.00	\$22,875.50
Controller Cabinet	352I ATC Cabinet	McCain	\$18,476.00	\$20,064.94
Video Detection	Single Camera System	Gridsmart	\$18,245.00	\$19,814.07

Clark Transportation Solutions 09/25/23 Catalog List Price
NOTE-Pricing Effective 12-1-2023

8.6 % Sales Tax will be added to item pricing after catalog discount is taken

Catalog Group	Item	Manufacturer	Catalog List Price	Catalog List Price w/ 8.6% Sales Tax
Poles & Associated Components	Anchor Bolt Set-1" X 48" X 4"	Halo	\$275.00	\$298.65
Traffic Signal Hardware	SB59-ACM-74	SkyBracket	\$202.00	\$219.37
Traffic Signal Hardware	F	McCain	\$473.00	\$513.68
Traffic Signal Hardware	G	McCain	\$750.00	\$814.50
Traffic Signal Hardware	G FYA	McCain	\$674.00	\$731.97
Traffic Signal Hardware	Q	McCain	\$830.00	\$901.38
Traffic Signal Hardware	Q-2	McCain	\$913.00	\$991.52
Traffic Signal Hardware	R	McCain	\$491.00	\$533.23
Traffic Signal Hardware	PED	McCain	\$308.00	\$334.49
Traffic Signal Hardware	II MOUNT	McCain	\$135.00	\$146.61
Traffic Signal Hardware	III MOUNT	McCain	\$123.00	\$133.58
Traffic Signal Hardware	IV MOUNT	McCain	\$540.00	\$586.44
Traffic Signal Hardware	V MOUNT	McCain	\$460.00	\$499.56

CLARK ELECTRIC SALES, INC., DBA: CLARK TRANSPORTATION SOLUTIONS

Traffic Signal Hardware	VI MOUNT	McCain	\$583.00	\$633.14
Traffic Signal Hardware	VII MOUNT	McCain	\$515.00	\$559.29
Electronic Components	SOLAR FLASHER	Eltec	\$5,032.00	\$5,464.76
Electronic Components	RRFB	Eltec	\$3,991.00	\$4,334.23
Electronic Components	RRFB	Carmanah	\$4,598.00	\$4,993.43
Electronic Components	SC-12	Carmanah	\$3,782.00	\$4,107.27
Electronic Components	2202-HV-MC	McCain	\$377.00	\$409.43
Electronic Components	CP820DT Sign	Southern	\$5,983.00	\$6,497.54
Electronic Components	ITS CABINET	Southern	\$4,164.00	\$4,522.12
Electronic Components	EG97244-4VCR	EtherWAN	\$11,020.00	\$11,967.72
Electronic Components	ENERGY INT	Encom Wireless	\$2,970.00	\$3,230.02
Electronic Components	RV50X	Sierra Wireless	\$1,086.00	\$1,179.40
Electronic Components	VS720-H.264-HD30L-POE-R	WTI	\$5,053.00	\$5,487.56
Electronic Components	100 SOLAR ASSEMBLY	Urban Solar	\$6,815.00	\$7,401.09
Electronic Components	1500W UPS	Marathon	\$10,199.00	\$11,076.12
Electronic Components	650W UPS	Marathon	\$6,298.00	\$6,939.64
Electronic Components	PS7-CFF1-VLA	GE	\$155.00	\$168.33
Electronic Components	4090-21-ST1IC-W	Tomar	\$669.00	\$726.54
Electronic Components	4140V2-4	Tomar	\$2,788.00	\$3,027.77
Electronic Components	MAST-MNT-KIT	Tomar	\$102.00	\$110.78
Electronic Components	M913-1000	Tomar	\$899.00	\$976.32
Electronic Components	KTS350-X	Navtech Radar	\$16,685.00	\$18,119.91
Cable	CAT5E	Clark Transportation	\$516.00	\$560.38
Controller	EX2 CONTROLLER TS2-1	McCain	\$4,978.00	\$5,406.11
Controller	EX2 CONTROLLER TS2-2	McCain	\$5,634.00	\$6,118.53
Controller Cabinet	350I ATC Cabinet	McCain	\$24,185.00	\$26,264.91
Controller Cabinet	352I ATC Cabinet	McCain	\$21,399.00	\$23,239.32
Video Detection	Single Camera System	Gridsmart	\$18,667.00	\$20,272.39

CLARK ELECTRIC SALES, INC., DBA: CLARK TRANSPORTATION SOLUTIONS

PRICING SHEET: NIGP CODE 55089, 55085

Terms: NET 30

Vendor Number: VC0000006609

Certificates of Insurance Required

Contract Period: To cover the period ending **November 30, 2024 2023 2025**.

ADDED EFFECTIVE 01/23/2020

SERIAL 220205-C TRAFFIC SIGNAL HEADS AND COMPONENTS

DATE OF LAST REVISION: June 15, 2023

CONTRACT END DATE: June 30, 2024

CONTRACT PERIOD THROUGH JUNE 30, 2024

TO: All Departments

FROM: Office of Procurement Services

SUBJECT: Contract for **TRAFFIC SIGNAL HEADS AND COMPONENTS**

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on **June 15, 2023 (Eff. 07/01/2023)**.

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.



Kevin Tyne, Chief Procurement Officer
Office of Procurement Services

LN/ia
Attach

Copy to: Office of Procurement Services
 Martie Billings, MCDOT
 Efren Guevara, MCDOT

(Please remove Serial 180249-C from your contract notebooks)

CLARK ELECTRIC SALES INC, 20827 N CAVE CREEK ROAD SUITE #105, PHOENIX, AZ 85024

COMPANY NAME:	Clark Electric Sales, Inc.
DOING BUSINESS AS (dba):	Clark Transportation Solutions
MAILING ADDRESS:	20827 N Cave Creek Rd, Suite 105, Phoenix, AZ 85024
REMIT TO ADDRESS:	20827 N Cave Creek Rd, Suite 105, Phoenix, AZ 85024
TELEPHONE NUMBER:	480-347-9765
FAX NUMBER:	480-284-7628
WWW ADDRESS:	www.clarktransportationsolutions.com
REPRESENTATIVE NAME:	Scott Clark
REPRESENTATIVE TELEPHONE NUMBER:	480-347-9765
REPRESENTATIVE EMAIL ADDRESS	scott.clark@clark-inc.com

	<u>YES</u>	<u>NO</u>	<u>REBATE</u>
WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT:	☒	☐	
WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:	☐	☒	

☒ NET 30 DAYS

1st call for all Traffic Signal Head Types and Pedestrian Signal Heads.

Estimated Quantities

Title	Unit Price	Qty	UofM	Bidder Notes
48 or More Traffic Signal Heads Type "F"	\$532.00	48	each	Manufacturer Name: McCain Model Number: F with II Mount
12 or More Traffic Signal Heads Type "G"	\$763.00	12	each	Manufacturer Name: McCain Model Number: G with II Mount
16 or More Traffic Signal Heads Type "G"	\$652.00	16	each	Manufacturer Name: McCain Model Number: G
16 or More Traffic Signal Heads Type "R"	\$538.00	16	each	Manufacturer Name: McCain Model Number: R with II Mount
96 or More Traffic Signal Heads Type "F"	\$421.00	96	each	Manufacturer Name: McCain Model Number: F
16 or More Traffic Signal Heads Type "Q"	\$832.00	16	each	Manufacturer Name: McCain Model Number: Q with II Mount
32 or More Traffic Signal Heads Type "Q"	\$721.00	32	each	Manufacturer Name: McCain Model Number: Q
32 or More Traffic Signal Heads Type "R"	\$426.00	32	each	Manufacturer Name: McCain Model Number: R
48 or More Pedestrian Signal Heads	\$268.00	48	each	Manufacturer Name: McCain Model Number: Ped

Delivery Days

Title	Qty	UofM	Bidder Notes
Delivery Days	1	day	60 days

Warranty

Title	Qty	UofM	Bidder Notes
Warranty	1	year	1 year

CLARK ELECTRIC SALES INC

Blanket Discounts

Title	Unit Price	Qty	UofM
Blanket Discount for Related Supplies	5.00%	1	blanket

Clark Transportation Solutions Manufacturer Table
MCDOT 220205-C

Manufacturer	Product Category	Discount %	Manufacturer Website
Carmanah	Traffic Warning Systems	5%	https://carmanah.com/
Clark Transportation Solutions	Traffic Products	5%	http://www.clarktransportationsolutions.com/
Eltec	Traffic Warning Systems	5%	https://elteccorp.com/
Encom Wireless	Broadband Radios & Antennas	5%	https://www.encomwireless.com/encomnew/
EtherWAN	Communications Products	5%	https://www.etherwan.com/us
Fisher Pearce	Lighting products	0%	https://www.fpolc.com/
GE	LED Signal Modules	5%	https://products.gecurrent.com/transportation-lighting/led-traffic-signals
Genetec	Signal Equip & Components	5%	https://www.genetec.com/
Gridsmart	Video Detection Equipment	5%	https://gridsmart.com/
Halo	Anchor Bolts	0%	https://halosp.com/
Marathon	UPS	5%	https://www.marathon-power.com/
McCain	Traffic Products	5%	https://www.mccain-inc.com/
MG Squared	CCTV Lowering Products	0%	http://www.mgsquared.com/
Ripley Lighting	Lighting products	0%	https://www.ripleylightingcontrols.com/
Sierra Wireless	Traffic Products	5%	https://www.sierrawireless.com/
SkyBracket	Traffic Mounting Brackets	5%	https://www.skybracket.com/
Southern Manufacturing	ITS Cabinets	5%	http://www.southernmfg.com/
Southwest Fabrication	Poles	0%	https://www.sw-fab.com/
Stratus	Lighting Products	5%	https://s-steel.com/
StrongBox	Enclosures	5%	https://strongbox.com/
Swarco	Traffic Products	5%	https://www.swarco.com/
Urban Solar	Lighting Products	5%	https://www.urbansolarcorp.com/
Valmont	Poles	0%	http://www.valmont.com/
WTI	CCTV Cameras	5%	http://www.gotowti.com/

PRICING SHEET: NIGP CODE 55085

Terms: NET 30 DAYS

Vendor Number VC0000006609

Certificates of Insurance Required

Contract Period: To cover the period ending **June 30, 2024.**

**PEEK TRAFFIC CORPORATION, 5825 NORTH SAM HOUSTON PKWY W SUITE 200, HOUSTON, TX
77086**

COMPANY NAME:	Peek Traffic Corporation
DOING BUSINESS AS (dba):	Oriux
MAILING ADDRESS:	5825 North Sam Houston Pkwy W Suite 220, Houston, TX 77086
REMIT TO ADDRESS:	5825 North Sam Houston Pkwy W Suite 220, Houston, TX 77086
TELEPHONE NUMBER:	(281) 928-4497
FAX NUMBER:	
WWW ADDRESS:	www.oriux.com
REPRESENTATIVE NAME:	Homero Flores
REPRESENTATIVE TELEPHONE NUMBER:	(281) 928-4497
REPRESENTATIVE EMAIL ADDRESS	homero.flores@oriux.com

	<u>YES</u>	<u>NO</u>	<u>REBATE</u>
WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT:	☒	☐	
WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:	☒	☐	

☒ NET 30 DAYS

3rd call for all Traffic Signal Head Types and Pedestrian Signal Heads.

Estimated Quantities

Title	Unit Price	Qty	UofM	Bidder Notes
48 or More Traffic Signal Heads Type "F"	\$889.00	48	each	Manufacturer Name: Oriux Model Number: PSS85*005FO - F
12 or More Traffic Signal Heads Type "G"	\$1083.00	12	each	Manufacturer Name: Oriux Model Number: PSS85*005FO -G
16 or More Traffic Signal Heads Type "G"	\$1083.00	16	each	Manufacturer Name: Oriux Model Number: PSS85*005FO - G
16 or More Traffic Signal Heads Type "R"	\$889.00	16	each	Manufacturer Name: Oriux Model Number: PSS85*005FO - R
96 or More Traffic Signal Heads Type "F"	\$1544.00	96	each	Manufacturer Name: Oriux Model Number: PSS85*005FO - F
16 or More Traffic Signal Heads Type "Q"	\$1280.00	16	each	Manufacturer Name: Oriux Model Number: PSS85*005FO -Q
32 or More Traffic Signal Heads Type "Q"	\$1280.00	32	each	Manufacturer Name: Oriux Model Number: PSS85*005FO - Q
32 or More Traffic Signal Heads Type "R"	\$889.00	32	each	Manufacturer Name: Oriux Model Number: PSS85*005FO - R
48 or More Pedestrian Signal Heads	\$405.00	48	each	Manufacturer Name: Oriux Model Number: MPAS82*002FO

Delivery Days

Title	Qty	UofM	Bidder Notes
Delivery Days	1	day	60 days

Warranty

Title	Qty	UofM	Bidder Notes
Warranty	1	year	1year warranty

PEEK TRAFFIC CORPORATION

PRICING SHEET: NIGP CODE 55085

Terms:	NET 30 DAYS
Vendor Number	VS0000008872
Certificates of Insurance	Required
Contract Period:	To cover the period ending June 30, 2024.

WESCO DISTRIBUTION INC, 3425 E VAN BUREN #140, PHOENIX, AZ 85008

COMPANY NAME:	Wesco Distribution Inc. Phoenix AZ
DOING BUSINESS AS (dba):	Wesco Distribution Inc. Phoenix AZ
MAILING ADDRESS:	3425 E Van Buren #140, Phoenix, AZ 85008
REMIT TO ADDRESS:	PO Box676780 Dallas TX 75267 6780
TELEPHONE NUMBER:	602-275-8521
FAX NUMBER:	n/a
WWW ADDRESS:	www.wesco.com
REPRESENTATIVE NAME:	Laura Sundberg
REPRESENTATIVE TELEPHONE NUMBER:	602-710-6159
REPRESENTATIVE EMAIL ADDRESS	LSUNDBERG@WESCO.COM

	<u>YES</u>	<u>NO</u>	<u>REBATE</u>
WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT:	☒	☐	
WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:	☒	☐	

☒ NET 30 DAYS

2nd call for all Traffic Signal Head Types and Pedestrian Signal Heads.

1st call for HPS Fixtures, LED Roadway Lighting Fixtures, All Cooper Items and All GE Luminaries.

Estimated Quantities

Title	Unit Price	Qty	UofM	Bidder Notes
48 or More Traffic Signal Heads Type "F"	\$588.00	48	each	Manufacturer Name: MCCAIN W/GE LED Model Number: F WITH MAS MOUNT
12 or More Traffic Signal Heads Type "G"	\$843.00	12	each	Manufacturer Name: MCCAIN W/GE LED Model Number: G WITH MAS MOUNT
16 or More Traffic Signal Heads Type "G"	\$720.00	16	each	Manufacturer Name: MCCAIN W/GE LED Model Number: G NO MOUNT
16 or More Traffic Signal Heads Type "R"	\$594.00	16	each	Manufacturer Name: MCCAIN W/GE LED Model Number: R WITH MAS MOUNT
96 or More Traffic Signal Heads Type "F"	\$464.00	96	each	Manufacturer Name: MCCAIN W/GE LED Model Number: F NO MOUNT
16 or More Traffic Signal Heads Type "Q"	\$920.00	16	each	Manufacturer Name: MCCAIN W/GE LED Model Number: Q WITH MAS MOUNT
32 or More Traffic Signal Heads Type "Q"	\$796.00	32	each	Manufacturer Name: MCCAIN W/GE LED Model Number: Q NO MOUNT
32 or More Traffic Signal Heads Type "R"	\$470.00	32	each	Manufacturer Name: MCCAIN W/GE LED Model Number: R NO MOUNT
48 or More Pedestrian Signal Heads	\$311.00	48	each	Manufacturer Name: MCCAIN W/GE LED Model Number: PED SIGNAL NO MOUNT
24 or More 250-Watt HPS Fixtures	\$435.00	24	each	Manufacturer Name: COOPER Model Number: OV25SWN3DLU3

WESCO DISTRIBUTION INC

24 or More LED Roadway Lighting Fixtures	\$228.00	24	each	Manufacturer Name: GE Model Number: ERL1007XX-XX-A-XXX-LR CUSTOMER TO PROVIDE DISTRIBUTION AND COLOR TEMP AT TIME OF ORDER.
24 or More LED Roadway Lighting Fixtures	\$292.00	24	each	Manufacturer Name: GE Model Number: ERL1011XX-XX-A-XXXX LR CUSTOMER TO PROVIDE DISTRIBUTION AND COLOR TEMP AT TIME OF ORDER
10 or More Battery Backup/Service Cabinets	\$13050.00	10	each	Manufacturer Name: TESCO Model Number: 27/22 COMBO UNIT MCDOT COMBO UNIT 27-000/22-000. 120/240V. WHITE.
Cooper #NVN-AE-02-EUT3R-10K-700-HA-AP	\$433.00	1	each	
Cooper #NVN-AE-03-EUT3R-10K-HA-AP	\$556.00	1	each	
Cooper #NVN-AE-03-EUT3R-10K-700-4-HA-AP	\$433.00	1	each	
Cooper #VERD-A028-EUT3R-10K-HA-AP	\$365.00	1	each	
Cooper #VERD-A02-EUT3R-10K-HA-AP	\$365.00	1	each	
Cooper OVH-E03-LED-E-V-SL3-AP	\$533.00	1	each	
Cooper OVH-E04-LED-E-V-SL3-AP	\$624.00	1	each	
TESCO MODEL #22-000BBS	\$225.00	1	each	TESCO ES24-18KIT AGM REPLACEMENT BATTERY FOR UPS.BATTERY ONLY. BATTERY ONLY.IF COMPLETE UPS SYSTEM IS NEEDED: \$10000.00 EACH.
GE Luminaries-ERL1-0-04-XX-XX-A-XXXX-LR 31W GE LED 120-277V	\$183.00	1	each	Manufacturer Name: GE Model Number: ERL1004XXXXAXXXLR
GE Luminaries-ERLH-0-13-XX-XX-A-XXXX-LR 111W GE LED 120-277V	\$310.00	1	each	Manufacturer Name: GE Model Number: ERL1013-XXXXA-XXXX-LR
GE Luminaries-ERLH-0-14-XX-XX-A-XXXX-LR 122W GE LED 120-277V	\$328.00	1	each	Manufacturer Name: GE Model Number: ERL1014-XXXXA-XXXX-LR
GE Luminaries-ERL1-0-05-XX-XX-A-XXXX-LR 39W GE LED 120-277V	\$194.00	1	each	Manufacturer Name: GE Model Number: ERL1005-XXXXA-XXXX-LR
GE Luminaries-ERL1-0-06-XX-XX-A-XXXX-LR 47W GE LED 120-277V	\$205.00	1	each	Manufacturer Name: GE Model Number: ERL1006-XXXXA-XXXX-LR
GE Luminaries-ERLH-0-15-XX-XX-A-XXXX-LR 136W GE LED 120-277V	\$334.00	1	each	Manufacturer Name: GE Model Number: ERL1015-XXXXA-XXXX-LR
GE Luminaries-ERL2-0-16-XX-XX-A-XXXX-LR 120W GE LED 120-277V	\$351.00	1	each	Manufacturer Name: GE Model Number: ERL2016-XXXXA-XXXXLR

WESCO DISTRIBUTION INC

GE Luminaries-ERL2-0-18-XX-XX-A-XXXX-LR 140W GE LED 120-277V	\$352.00	1	each	Manufacturer Name: GE Model Number: ERL2018-XXXXA-XXXX-LR
GE Luminaries-ERL2-0-23-XX-XX-A-XXXX-LR 194W GE LED 120-277V	\$427.00	1	each	Manufacturer Name: GE Model Number: ERL2023-XXXXA-XXXX-LR
GE Luminaries-ERLH-0-11-XX-XX-A-XXXX-LR 96W GE LED 120-277V	\$292.00	1	each	Manufacturer Name: GE Model Number: ERL1011-XXXXA-XXXX-LR
GE Luminaries-ERL1-0-07-XX-XX-A-XXXX-LR 58W GE LED 120-277V	\$228.00	1	each	Manufacturer Name: GE Model Number: ERL1007-XXXXA-XXXX-LR
GE Luminaries-ERL2-0-21-XX-XX-A-XXXX-LR 174W GE LED 120-277V	\$389.00	1	each	Manufacturer Name: GE Model Number: ERL2021-XXXXA-XXXX-LR
GE Luminaries-ERL1-0-08-XX-XX-A-XXXX-LR 71W GE LED 120-277V	\$238.00	1	each	Manufacturer Name: GE Model Number: ERL1008-XXXXA-XXXX-LR
GE Luminaries-ERLH-0-10-XX-XX-A-XXXX-LR 82W GE LED 120-277V	\$272.00	1	each	Manufacturer Name: GE Model Number: ERL1010-XXXXA-XXXX-LR

Delivery Days

Title	Qty	UofM	Bidder Notes
Delivery Days		1 day	GE: 8-12 WEEKS TESCO: 10-12 WEEKS COOPER: 5-6 WEEKS MCCAIN SIGNALS W/GE LED: 60 DAYS

Warranty

Title	Qty	UofM	Bidder Notes
Warranty	1	year	GE LED STREET LIGHTS: 5 YEARS FROM DATE OF SHIPMENT TESCO: 1 YEAR FROM DATE OF SHIPMENT COOPER: 5 YEARS FROM DATE OF SHIPMENT MCCAIN SIGNAL HOUSINGS: 1 YEAR GE LED SIGNAL MODULES: 5 YEARS

Blanket Discounts

Title	Unit Price	Qty	UofM	Bidder Notes
Blanket Discount for Related Supplies	10.00%	1	blanket	ADDITIONAL MANUFACTURERS OFFERED: ECONOLITE DIALIGHT ADVANCE DIGITAL CABLE-IMSA CABLE OLDCASTLE/CHRISTY - PULL BOXES ADDITIONAL MANUFACTURERS AVAILABLE UPON REQUEST.

WESCO DISTRIBUTION INC



WESCO Distribution

QUOTATION

3425 E. VAN BUREN, SUITE 140
PHOENIX, ARIZONA 85008
PHONE: 602-295-1782

PAGE 1 OF 1

THIS PROPOSAL HAS BEEN MADE BASED ON INFORMATION WE HAVE AVAILABLE, WE ARE NOT LIABLE FOR ANY QUANTITIES OR MATERIAL NOT IDENTIFIED IN OUR PROPOSAL

JOB NAME MCDOT HEADS & COMPONENTS #220205-C

LOCATION MCDOT

CUSTOMER MCDOT

DATE 5/2/2023

[illegible]

THIS QUOTE IS BASED ON THE BILL OF MATERIAL AND QUANTITIES LISTED ONLY, AND IS NULL AND VOID UNTIL THE BILL OF MATERIAL AND QUANTITIES HAVE BEEN VERIFIED BY THE CONTRACTOR!

THIS QUOTATION SHALL NOT BE BINDING ON BROWN WHOLESALE ELECTRIC CO. UNTIL INCORPORATED IN A SIGNED PO APPROVED BY CREDIT DEPT.

UNLESS THERE ARE DIFFERENT OR ADDITIONAL TERMS & CONDITIONS CONTAINED IN A MASTER AGREEMENT THAT MODIFY WESCO'S STANDARD TERMS, BUYER AGREES THAT THIS QUOTE & ANY RESULTING PURCHASE ORDER WILL BE GOVERNED BY WESCO'S TERMS & CONDITIONS DATED 011107 AVAILABLE AT [HTTP://WWW.WESCO.COM/TERMS AND CONDITIONS OF SALE.PDF](http://www.wesco.com/terms_and_conditions_of_sale.pdf)

AS SUCH TERMS MAY BE UPDATED FROM TIME TO TIME, WHICH TERMS ARE INCORPORATED HEREIN BY REFERENCE AND MADE PART HEREOF.

PLEASE CONTACT THE SELLER IDENTIFIED ON THIS QUOTE IF YOU REQUIRE A PRINTED COPY

PARTIAL SHIPMENTS WILL BE SUBJECT TO MANUFACTURERS TERMS. LOT PRICE QUOTATIONS BASED ON BILL OF MATERIAL AND QUANTITIES SHOWN

PRICES ARE FIRM 15 DAYS
PRICE DOES NOT INCLUDE SALES TAX

Laura Sundberg
WESCO Distribution

PRICING SHEET: NIGP CODE

Terms: NET 30 DAYS

Vendor Number VC0000002409

Certificates of Insurance	Required
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Contract Period: To cover the period ending **June 30, 2024.**

TRAFFIC SIGNAL HEADS AND COMPONENTS

1.0 INTENT

- 1.1 The intent of this invitation for bids is to establish a source or sources for Traffic Signal Heads & Components for Maricopa County Department of Transportation (MCDOT) as specifically listed herein. Task orders and or quote request will be issued to awarded vendor/s prior to purchases.
- 1.2 Other governmental entities under agreement with Maricopa County (County) may have access to services provided hereunder (see also Sections 3.16 and 3.17 below).
- 1.3 The County reserves the right to add additional contractors, at the County's sole discretion, in cases where the currently listed contractors are of an insufficient number or skill set to satisfy the County's needs or to ensure adequate competition on any project or task order work.
- 1.4 Maricopa County reserves the right to award this contract to multiple vendors. The County reserves the right to award in whole or in part, by item or group of items, by section or geographic area, or make multiple awards, where such action serves the County's best interest.

2.0 SPECIFICATIONS

2.1 TRAFFIC SIGNAL HEAD

2.1.1 Description

Vehicular traffic signal heads shall be assembled of standard 12-inch lens size signal sections with the number of sections or combination of sections specified on the signal plan. Traffic Signal Standard Drawings Number 4773 (Exhibit 7), Traffic Signal Standard Drawings Number 4774 (Exhibit 10), Traffic Signal Standard Drawings Number 4778-1 (Exhibit 8), and Traffic Signal Standard Drawings Number 4778-2 (Exhibit 9), and Section 475, 476, 477 found in the MCDOT Supplement to the MAG Specifications 2023 https://www.maricopa.gov/DocumentCenter/View/80457/MCDOT_2023_Supplement_MAG_Specs (Attachment E) and details for Public Works Construction Institute of Transportation Engineers (ITE) www.ite.org and the provisions of these specifications.

2.1.2 Standard Signal Section

2.1.2.1 Housing: Per Supplement to MAG Section 476.2.1 (A)

2.1.2.2 A standard 12-inch signal section shall be a one-piece housing with hinged door for housing all optical and electrical components.

2.1.2.3 Both the one-piece signal section housing and door shall be fabricated of corrosive resistant die cast aluminum conforming to ITE Standards. The top and bottom of the housing shall have openings to accommodate standard one and one-half-inch pipe size fitting. Each opening shall have a locking "Shurlock" boss, or equal, integrally cast into the housing section. The housing door shall be hinged to the signal section housing by stainless steel roll pins and hinge lugs integrally cast on the left side of the door and housing. Latch jaws shall be cast on the right side of each door.

2.1.2.4 A corrosion resistant latch screws and wing nuts on the right side of the housing shall provide for opening and closing of the door (12-inch sections

require two latching bolts). A gasket groove on the inside of the door shall accommodate a neoprene gasket to form a positive seal between the door and signal housing when the door is closed and latched. Four quick-change type lens clips and four stainless steel screws shall be provided for securing the lens and lens gasket in the door lens opening. Four stainless steel washer head-type screws shall be provided to secure the signal visor. Signal section housings shall be fastened together by two-cadmium cloverleaf style plated clamping washers and three carriage bolts and lock washers. Each complete signal head assembly shall be predrilled to accommodate 10/32 stainless steel self-tapping screws for mounting of signal back-plate

- 2.1.2.5 All signal sections and visors shall be painted gloss black. The inside of the visor shall be painted luster-less black.

2.1.3 Visors: Per Supplement to MAG Section 476.2.1 (B)

- 2.1.3.1 A visor conforming to the requirements of the Traffic Signal Standard Drawings Number 4774 (Exhibit 10). Each signal section shall have a tunnel type visor with a five-to-seven-degree downward tilt provided.

- 2.1.3.2 Unless otherwise specified, 12-inch signal sections shall be furnished with 9 ½ - 12-inch long visors. All visors shall have twist on attaching ears and shall be secured to the face of the signal door with stainless steel washer head type machine screws.

2.1.4 Backplates: Per Supplement to MAG Section 476.2.1 (C)

Backplates and backplate mounting hardware shall be furnished with each vehicular signal head assembly. The back plate shall be fabricated of aluminum. Five-inch border louvered back plates shall be provided for 12-inch signal head assemblies. All back plates shall be painted dull black.

2.1.5 Elevator Plumbizer: Per Supplement to MAG Section 476.2.1 (D)

An elevator plumbizer conforming to the requirements of the Traffic Signal Standard Drawings Number 4778-1 (Exhibit 8) and Traffic Signal Standard Drawings Number 4778-2 (Exhibit 9) shall be installed in all 12-inch signal heads. The plumbizer elongated through bolt hole shall be positioned to align with the signal pole mast arm bolt hole (drilled two and three-eighths inches from the end of the mast arm. The plumbizer signal head mounting position shall be in accordance with the requirements of the Traffic Signal Standard Drawings Number 4773 (Exhibit 7).

2.1.6 Light-Emitting Diode (LED) Module: Per Supplement to MAG Section 476.2.2

- 2.1.6.1 LED traffic signal modules shall be designed to fit traffic signal housings that meet MCDOT specifications. The module shall be weather tight and shall fit securely in the housing and shall have wire leads long enough for easy connection to the traffic signal head wire terminal block. The wire shall have crimped-on terminal connectors. The LED signal module shall be a single, self-contained device. The power supply shall be integral to the sealed LED module.

- 2.1.6.2 The contractor shall ensure that the date of installation is filled in on the module label on each LED module. Multiple color modules are not permitted.

- 2.1.6.3 The LED lamp unit shall be a single self-contained device, not requiring on-site assembly for installation. The assembly and manufacturing process for LED Traffic Signal Lamp unit assembly shall be such as to withstand mechanical shock and vibration caused by winds up to 80 miles per hour (mph). Signal lens shall be convex to minimize sunlight reflectance.
- 2.1.6.4 The LED shall be manufactured using aluminum gallium indium phosphide (AlInGaP) Technology or equal with low susceptibility to temperature degradation (aluminum gallium arsenide (AlGaS) LEDs will not be allowed). The LED signal lamps will be provided in three colors: red, yellow, and green.
- 2.1.6.5 Each LED traffic signal lamp shall meet the minimum laboratory light intensity values, color (chromatically), and light output distribution per current ITE Standards. Each LED traffic signal lamp shall meet the minimum requirements for light output for the entire range of allowed voltage.
- 2.1.6.6 Each unit shall incorporate a regulated power supply engineered to electrically protect the LEDs and maintain a safe and reliable operation. The power supply shall provide capacitor filtered Direct Current (DC) regulated current to the LEDs per the LEDs manufacturer's specification. MCDOT does not require the unit be dimmable.
- 2.1.6.7 The LED traffic signal lamp shall operate on a 60 Hertz (Hz) Alternating Current (AC) line voltage ranging from 80 volts root-mean-square (RMS) to 135 volts RMS. The circuitry shall prevent flickering over this voltage range. Nominal rated voltage for all measurements shall be 117 volts RMS.
- 2.1.6.8 The LED traffic signal lamp unit shall be operationally compatible with controllers and conflict monitors used by MCDOT.
- 2.1.6.9 The LED lamp units shall contain a disconnect that will show an open switch to the conflict monitor when less than 60 percent of the LEDs in the unit are operational.
- 2.1.6.10 Two captive, color coded, three feet long, 600 Volts (V), 18 American Wire Gauge (AWG) minimum jacketed wires, conforming to the National Electrical Code (NEC), rated for service at 105 degrees Celsius, are to be provided for an electrical connection.
- 2.1.6.11 One Schematic diagram shall be provided for each LED lamp unit along with any necessary installation instructions. The LED shall operate with a minimum 0.90 power factor. Total harmonic distortion (current and voltage) induced into an AC power line by a signal module shall not exceed 20 percent.
- 2.1.6.12 LED modules shall have female quick-disconnect type terminals.
- 2.1.6.13 Pedestrian signal modules shall be count-down per current ITE standard.
- 2.1.7 Pedestrian Signal Head: Per Supplement to MAG Section 476.2.3
 - 2.1.7.1 Pedestrian signal heads shall be manufactured from aluminum, painted gloss black.

- 2.1.7.2 Heads shall be 16-inch housing (15.8-inch height (H) x17.4-inch wide (W) x7.3-inch depth (D)).
- 2.1.7.3 Doors shall be constructed of aluminum and shall be attached with two each stainless-steel pins (detent style clevis or roll).
- 2.1.7.4 Terminal block shall be mounted in the rear of the housing and shall have quick-disconnect male terminals on one side and screw clamps on the other side.
- 2.1.7.5 Pedestrian heads shall have an egg-crate style visor mounted to the front of the door.
- 2.1.7.6 Each opening shall have a locking "Shurlock" boss, or equal, integrally cast into the housing section.
- 2.1.8 Battery Backup System (BBS) Metered Service Pedestal: Per Supplement to MAG Section 475
 - 2.1.8.1 Exterior one-eighth inch aluminum and interior panels 14-gauge cold rolled steel electrically welded and reinforced where needed to keep the cabinet corrosion free and watertight and secure on the foundation.
 - 2.1.8.2 Construction shall be National Electrical Manufacturer Association (NEMA) 3-rated (3R), rain tight.
 - 2.1.8.3 All nuts, bolts and screws shall be stainless steel.
 - 2.1.8.4 Nuts, bolts & screws shall not be visible from outside of enclosure.
 - 2.1.8.5 Nameplates shall be mounted to the door under each breaker noting the circuit to be fed by the breaker.
 - 2.1.8.6 Control wiring shall be marked at both ends by permanent wire markers.
 - 2.1.8.7 A plastic covered wiring diagram shall be attached to the inside of the front door.
 - 2.1.8.8 Enclosure shall be factory wired and conform to required NEMA standards.
 - 2.1.8.9 Cabinet shall meet current Electric Utility Service Equipment Requirements Committee (EUERC) requirements.
 - 2.1.8.10 Battery system shall be hot-swap, parallel wired.
 - 2.1.8.11 Cabinet shall fit on existing BBS foundations, as shown in MCDOT Traffic Signal Standard Drawings Number 4724 (Exhibit 5), without modification to conduit or bolt pattern.
- 2.1.9 Led Roadway Lighting: Per Supplement to MAG Section 477
 - 2.1.9.1 Fixtures shall be horizontal, Type III, and shall conform to Illumination Engineering Society Standards.
 - 2.1.9.2 The fixture shall be fabricated from a corrosive resistant metal and shall have a baked-on grey enamel finish. Mounting shall be done with an internal two bolt slip fitter at the rear of the fixture capable of attachment to a two-inch inner diameter(ID) pipe.

- 2.1.9.3 Fixtures shall be wired for use with no photocell and shall be energized from a remote cabinet mounted photo electric cell(PEC).
- 2.1.9.4 Fixtures shall have a color temperature of 4000 Kelvin (K) at an ambient temperature of 25 degrees Celsius.
- 2.1.9.5 Fixtures shall have an average illuminance of one and four tenths-foot candles at amounting height of 30 feet and a range from six to two-foot candles in the illuminated zone.
- 2.1.9.6 Fixture shall have backlight control to restrict illumination at the rear.
- 2.1.9.7 Fixture shall be capable of operating at sustained ambient temperatures of up to 100 degrees Fahrenheit at a minimum 70 percent lumen output.
- 2.2 Fixtures shall operate at a range of 120-240VAC, and field wiring shall be accessible without removal of the LED array.
- 2.3 **TECHNICAL AND DESCRIPTIVE SALES LITERATURE**

The contractor shall provide copies of its sales literature and brochures and copies of any manufacturer's technical and/or descriptive literature (e.g., PDF versions of sales literature, brochures, and/or webpages) specific to the material(s) the contractor proposes to provide. Literature shall be sufficient in detail to allow for full and fair evaluation of the material(s) submitted and must be included with the bid. Failure to include this information may result in the bid being rejected.

3.0 PURCHASING REQUIREMENTS

3.1 DELIVERY

- 3.1.1 Delivery is desired as soon as possible, and details shall be stipulated on the purchase order. Contractor shall notify the County representative listed on the purchase order if the requested delivery date and/or the anticipated lead time cannot be met. Failure to communicate to County changes in the order status may result in default proceedings.
- 3.1.2 Supplies or equipment shall be delivered between the hours of 7:00 a.m. and 3:30 p.m. Mountain Standard Time (MST), Monday through Friday, except on County recognized holidays.
- 3.1.3 Delivery shall be F.O.B. Destination Freight Prepaid.

3.2 EXPEDITED DELIVERY

- 3.2.1 If the department determines that expedited delivery or other alternate shipping is required, it shall notify the contractor. The contractor shall determine any additional costs associated with such delivery terms and communicate that cost to the department.
- 3.2.2 The department shall not advise the contractor to proceed with an expedited shipment until acceptable terms are agreed upon and a purchase order is issued. Upon agreeing to the additional costs, the department shall advise the contractor to proceed.
- 3.2.3 Upon receipt of material(s) and invoicing, the department shall ensure that any additional charges are in compliance with and do not exceed agreed to costs. The

department shall retain all documents related to these costs within the agency purchase file.

3.3 SHIPPING DOCUMENTS

A packing list or other suitable shipping document shall accompany each shipment and shall include the following:

3.3.1 Contract serial number

3.3.2 Contractor's name and address

3.3.3 Department name and address

3.3.4 Department purchase order number

3.3.5 A description of product(s) shipped, including item number(s), quantity(ies), number of containers and package number(s), as applicable

3.4 SHIPPING TERMS

Bid price(s) and terms shall be F.O.B. Destination Freight Prepaid at the location(s) stipulated on the purchase order. All delivery locations are within Maricopa County.

3.5 ACCEPTANCE

Upon delivery and successful installation, the material(s) shall be deemed accepted and the warranty period shall begin. Successful installation shall be defined as a) the material(s)/equipment is installed (as necessary) and fully operational; and b) initial training, if any, is complete. All documentation shall be completed prior to final acceptance.

3.6 STOCK

The contractor shall be expected to stock sufficient quantities as may be necessary to meet the County's needs and deliver as stated in the Invitation for Bids.

3.7 DISCONTINUED MATERIALS

3.7.1 In the event that a manufacturer discontinues materials, the County may allow the contractor to provide a substitute for the discontinued item or may cancel the contract. If the contractor requests permission to substitute a new material, the contractor shall provide the following to the County:

3.7.1.1 Documentation from the manufacturer that the material has been discontinued.

3.7.1.2 Documentation that names the replacement material.

3.7.1.3 Documentation that provides clear and convincing evidence that the replacement material meets or exceeds all specifications required by the original solicitation.

3.7.1.4 Documentation that provides clear and convincing evidence that the replacement material will be compatible with all the functions or uses of the discontinued material.

3.7.1.5 Documentation confirming that the price for the replacement is the same as or less than the discontinued material.

- 3.7.2 Material discontinuance applies only to those materials specifically listed on any resultant contract. This will not apply to catalog items not specifically listed on any resultant contract.

3.8 WARRANTY

- 3.8.1 All items furnished under this contract shall conform to the requirements of this contract and shall be free from defects in design, materials, and workmanship.
- 3.8.2 The warranty period for workmanship and materials shall be for a minimum initial period of 12 months and commence upon acceptance by County per Section 3.5 - Acceptance.
- 3.8.2.1 The contractor shall indicate on the price sheet the duration of the warranty and any applicable limitations or conditions which may apply.
- 3.8.2.2 The contractor agrees that it will, at its own expense, provide all labor and parts required to remove, repair, or replace, and reinstall any such defective workmanship and/or materials which becomes or is found to be defective during the term of this warranty for contractors furnishing and supplying parts that have a warranty.. The contractor shall guarantee the equipment to be supplied complies with all applicable regulations.

3.9 ORDER CUTOFF INFORMATION

- 3.9.1 Contractors submitting bids shall advise the County of all known order cutoff dates/times for the equipment/product(s) specified in this solicitation at the time of bid submission. Notification of any subsequent cutoff date(s)/time(s) (learned after submission of bid) shall also be the contractor's responsibility. The contractor shall advise the County of subsequent cutoff date(s)/time(s) by notifying the procurement officer, in writing, of the new information.
- 3.9.2 If the item(s) become no longer available, contractor shall notify County of the last available ordering date for the item(s) and may provide County with alternative item(s) that the County may elect to purchase at its option. If the alternative item(s) do not meet the County's requirements, County may take action including termination of this contract for convenience per Section 4.15 – Termination for Convenience.

3.10 ORDER LEAD-TIME NOTIFICATION

- 3.10.1 Contractors submitting bids shall advise the County of lead-time(s) for the required items specified in this solicitation at the time of bid submission. Notification of any changes to lead time (learned after submission of bid) shall also be the contractor's responsibility. The contractor shall also notify all County representatives included on purchase orders of lead-time information.

3.11 USAGE REPORT

The contractor shall furnish the County a usage report, upon request, delineating the acquisition activity governed by the contract. The format of the report shall be approved by the County and shall disclose the quantity and dollar value of each contract item by individual unit of measure.

3.12 BACKGROUND CHECK

Bidders/proposers may be required to pass multiple background checks (e.g., Sheriff's Office, County Attorney's Office, Courts, as well as Maricopa County general government)

to determine if the respondent is acceptable to do business with the County. This applies to, but is not limited to, the company, subcontractors, and employees.

3.13 INVOICES AND PAYMENTS

3.13.1 The contractor shall submit one legible copy of their detailed invoice before payment(s) will be made. Incomplete invoices will not be processed. At a minimum, the invoice must provide the following information:

- Company name, address, and contact information
- County bill-to name and contact information
- Contract serial number
- County purchase order number
- Invoice number and date
- Payment terms
- Date of service or delivery
- Quantity
- Contract item number(s)
- Arrival and completion time
- Description of purchase (product or services)
- Pricing per unit of purchase
- Extended price
- Freight (if applicable)
- Total amount due

3.13.2 Problems regarding billing or invoicing shall be directed to the department as listed on the purchase order.

3.13.3 Payment will only be made to the contractor by Accounts Payable through the Maricopa County Vendor Express Payment Program. This is an Electronic Funds Transfer (EFT) process. After contract award, the contractor shall complete the Vendor Registration Form located on the County Department of Finance Vendor Registration website <https://www.maricopa.gov/5169/Vendor-Information>.

3.13.4 Discounts offered in the contract shall be calculated based on the date a properly completed invoice is received by the County.

3.13.5 EFT payments to the routing and account numbers designated by the contractor shall include the details on the specific invoices that the payment covers. The contractor is required to discuss remittance delivery capabilities with their designated financial institution for access to those details.

3.14 APPLICABLE TAXES

3.14.1 It is the responsibility of the contractor to determine any and all applicable taxes and include those taxes in their proposal. The legal liability to remit the tax is on the entity conducting business in Arizona. Tax is not a determining factor in contract award.

3.14.2 The County will look at the price or offer submitted and will not deduct, add, or alter pricing based on speculation or application of any taxes, nor will the County provide contractor any advice or guidance regarding taxes. If you have questions regarding your tax liability, seek advice from a tax professional prior to submitting your bid. You may also find information at <https://www.azdor.gov/Business.aspx>. Once your bid is submitted, the offer is valid for the time specified in this solicitation, regardless of mistake or omission of tax liability. If the County finds overpayment of a project due to tax consideration that was not due, the contractor shall be liable to the County for that amount, and by contracting with the County agrees to remit

any overpayments back to the County for miscalculations on taxes included in a bid price.

- 3.14.3 Tax Indemnification: Contractor and all subcontractors shall pay all Federal, state, and local taxes applicable to their operation and any persons employed by the contractor. Contractor shall, and require all subcontractors to, hold Maricopa County harmless from any responsibility for taxes, damages, and interest, if applicable, contributions required under Federal and/or state and local laws and regulations, and any other costs including: transaction privilege taxes, unemployment compensation insurance, Social Security, and Workers' Compensation. Contractor may be required to establish, to the satisfaction of County, that any and all fees and taxes due to the City or the State of Arizona for any license or transaction privilege taxes, use taxes, or similar excise taxes are currently paid (except for matters under legal protest).

3.15 POST AWARD MEETING

The contractor may be required to attend a post-award meeting with the department to discuss the terms and conditions of this contract. This meeting will be coordinated by the department contract administrator.

3.16 STRATEGIC ALLIANCE for VOLUME EXPENDITURES (SAVE)

The County is a member of the SAVE cooperative purchasing group. SAVE includes the State of Arizona, many Phoenix metropolitan area municipalities, and many K-12 unified school districts. Under the SAVE Cooperative Purchasing Agreement, and with the concurrence of the successful respondent under this solicitation, a member of SAVE may access a contract resulting from a solicitation issued by the County. If contractor does not want to grant such access to a member of SAVE, state so in the bid. In the absence of a statement to the contrary, the County will assume that contractor does wish to grant access to any contract that may result from this bid. The County assumes no responsibility for any purchases by using entities.

3.17 INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENTS (ICPAs)

County currently holds ICPAs with numerous governmental entities. These agreements allow those entities, with the approval of the contractor, to purchase their requirements under the terms and conditions of the County contract. It is the responsibility of the non-County government entity to perform its own due diligence on the acceptability of the contract under its applicable procurement rules, processes, and procedures. Certain governmental agencies may not require an ICPA and may utilize this contract if it meets their individual requirements. Other governmental agencies may enter into a separate Statement of Work with the contractor to meet their own requirements. The County is not a party to any uses of this contract by other governmental entities.

4.0 CONTRACTUAL TERMS & CONDITIONS

4.1 CONTRACT TERM

This Invitation for Bids is for awarding a firm, fixed price purchasing contract to cover a term of one year.

4.2 OPTION TO RENEW

The County may, at its option and with the concurrence of the contractor, renew the term of this contract up to a maximum of five additional year(s), (or at the County's sole discretion, extend the contract on a month-to-month basis for a maximum of six months after expiration). The contractor shall be notified in writing by the Office of Procurement

Services of the County's intention to renew the contract term at least 60 calendar days prior to the expiration of the original contract term.

4.3 CONTRACT COMPLETION

In preparation for contract completion, the contractor shall make all reasonable efforts for an orderly transition of its duties and responsibilities to another provider and/or to the County. This may include, but is not limited to, preparation of a transition plan and cooperation with the County or other providers in the transition. The transition includes the transfer of all records and other data in the possession, custody, or control of the contractor that are required to be provided to the County either by the terms of this agreement or as a matter of law. The provisions of this clause shall survive the expiration or termination of this agreement.

4.4 PRICE ADJUSTMENTS

4.4.1 Any requests for reasonable price adjustments must be submitted 60 calendar days prior to the contract expiration. Requests for adjustment in cost of labor and/or materials must be supported by appropriate documentation. The reasonableness of the request will be determined by comparing the request with the Consumer Price Index or by performing a market survey. If County agrees to the adjusted price terms, County will issue written approval of the change and provide an updated version of the contract. The new change shall not be in effect until the date stipulated on the updated version of the contract.

4.5 INDEMNIFICATION

4.5.1 To the fullest extent permitted by law, and to the extent that claims, damages, losses, or expenses are not covered and paid by insurance purchased by the contractor, the contractor shall defend, indemnify, and hold harmless the County (as Owner), its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses, and expenses (including, but not limited to attorneys' fees, court costs, expert witness fees, and the costs and attorneys' fees for appellate proceedings) arising out of, or alleged to have resulted from, the negligent acts, errors, omissions, or mistakes relating to the performance of this contract.

4.5.2 Contractor's duty to defend, indemnify, and hold harmless the County, its agents, representatives, officers, directors, officials, and employees shall arise in connection with any claim, damage, loss, or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment of, or destruction of tangible property, including loss of use resulting therefrom, caused by negligent acts, errors, omissions, or mistakes in the performance of this contract, but only to the extent caused by the negligent acts or omissions of the contractor, a subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder.

4.5.3 The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this section.

4.5.4 The scope of this indemnification does not extend to the sole negligence of County.

4.6 INSURANCE

4.6.1 Contractor, at contractor's own expense, shall purchase and maintain, at a minimum, the herein stipulated insurance from a company or companies duly licensed by the State of Arizona and possessing an AM Best, Inc. category rating of B++. In lieu of State of Arizona licensing, the stipulated insurance may be

purchased from a company or companies, which are authorized to do business in the State of Arizona, provided that said insurance companies meet the approval of County. The form of any insurance policies and forms must be acceptable to County.

- 4.6.2 All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of County, constitute a material breach of this contract.
- 4.6.3 In the event that the insurance required is written on a claims-made basis, contractor warrants that any retroactive date under the policy shall precede the effective date of this contract and either continuous coverage will be maintained, or an extended discovery period will be exercised for a period of two years beginning at the time work under this contract is completed.
- 4.6.4 Contractor's insurance will be primary insurance as respects County, and any insurance or self-insurance maintained by County will not contribute to it.
- 4.6.5 Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect the County's right to coverage afforded under the insurance policies.
- 4.6.6 The insurance policies may provide coverage that contains deductibles or self-insured retentions. Such deductibles and/or self-insured retentions shall not be applicable with respect to the coverage provided to County under such policies. Contractor shall be solely responsible for the deductible and/or self-insured retention and County, at its option, may require contractor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.
- 4.6.7 The insurance policies required by this contract, except Workers' Compensation and Errors and Omissions, shall name County, its agents, representatives, officers, directors, officials, and employees as additional insureds.
- 4.6.8 The policies required hereunder, except Workers' Compensation and Errors and Omissions, shall contain a waiver of transfer of rights of recovery (subrogation) against County, its agents, representatives, officers, directors, officials, and employees for any claims arising out of contractor's work or service.
- 4.6.9 If available, the insurance policies required by this contract may be combined with Commercial Umbrella Insurance policies to meet the minimum limit requirements. If a Commercial Umbrella insurance policy is utilized to meet insurance requirements, the Certificate of Insurance shall indicate which lines the Commercial Umbrella Insurance covers.

4.6.9.1 Commercial General Liability

Commercial General Liability (CGL) insurance with a limit of not less than \$1,000,000 for each occurrence, \$2,000,000 Products/Completed Operations Aggregate, and \$2,000,000 General Aggregate Limit. The policy shall include coverage for premises liability, bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage, and shall not contain any provisions which would serve to limit third-party action over claims. There shall be no endorsement or modifications of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.

4.6.9.2 Automobile Liability

Commercial/Business Automobile Liability insurance with a combined single limit for bodily injury and property damage of not less than \$2,000,000 each occurrence with respect to any of the contractor's owned, hired, and non-owned vehicles assigned to or used in performance of the contractor's work or services or use or maintenance of the premises under this contract.

4.6.9.3 Workers' Compensation

4.6.9.3.1 Workers' Compensation insurance to cover obligations imposed by Federal and state statutes having jurisdiction of contractor's employees engaged in the performance of the work or services under this contract; and Employer's Liability insurance of not less than \$1,000,000 for each accident, \$1,000,000 disease for each employee, and \$1,000,000 disease policy limit.

4.6.9.3.2 Contractor, its subcontractors, and sub-subcontractors waive all rights against this contract and its agents, officers, directors, and employees for recovery of damages to the extent these damages are covered by the Workers' Compensation and Employer's Liability or Commercial Umbrella Liability insurance obtained by contractor, its subcontractors, and its sub-subcontractors pursuant to this contract.

4.6.9.4 Errors and Omissions/Professional Liability Insurance

Errors and Omissions (Professional Liability) insurance which will insure and provide coverage for errors or omissions or professional liability of the contractor, with limits of no less than \$2,000,000 for each claim.

4.6.10 Certificates of Insurance

4.6.10.1 Prior to contract award, contractor shall furnish the County with valid and complete certificates of insurance, or formal endorsements as required by the contract in the form provided by the County, issued by contractor's insurer(s), as evidence that policies providing the required coverage, conditions, and limits required by this contract are in full force and effect. Such certificates shall identify this contract number and title.

4.6.10.2 In the event any insurance policy(ies) required by this contract is (are) written on a claims-made basis, coverage shall extend for two years past completion and acceptance of contractor's work or services and as evidenced by annual Certificates of Insurance.

4.6.10.3 If a policy does expire during the life of the contract, a renewal certificate must be sent to County 15 calendar days prior to the expiration date.

4.6.11 Cancellation and Expiration Notice

Applicable to all insurance policies required within the insurance requirements of this contract, contractor's insurance shall not be permitted to expire, be suspended, be canceled, or be materially changed for any reason without 30 calendar days prior written notice to Maricopa County. Contractor must provide notice to Maricopa County, within two business days of receipt, if they receive notice of a policy that has been or will be suspended, canceled, materially changed

for any reason, has expired, or will be expiring. Such notice shall be sent directly to Maricopa County Office of Procurement Services and shall be mailed or hand delivered to 301 W. Jefferson St., Suite 700, Phoenix, AZ 85003, or emailed to the procurement officer noted in the solicitation.

4.7 FORCE MAJEURE

- 4.7.1 Neither party shall be liable for failure of performance, nor incur any liability to the other party on account of any loss or damage resulting from any delay or failure to perform all or any part of this contract, if such delay or failure is caused by events, occurrences, or causes beyond the reasonable control and without negligence of the parties. Such events, occurrences, or causes include, but are not limited to, acts of God/nature (including fire, flood, earthquake, storm, hurricane, or other natural disaster), war, invasion, act of foreign enemies, hostilities (whether war is declared or not), civil war, riots, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalization, government sanction, lockout, blockage, embargo, labor dispute, strike, and interruption or failure of electricity or telecommunication service and pandemic.
- 4.7.2 Each party, as applicable, shall give the other party notice of its inability to perform and particulars in reasonable detail of the cause of the inability. Each party must use best efforts to remedy the situation and remove, as soon as practicable, the cause of its inability to perform or comply.
- 4.7.3 The party asserting Force Majeure as a cause for non-performance shall have the burden of proving that reasonable steps were taken to minimize delay or damages caused by foreseeable events, that all non-excused obligations were substantially fulfilled, and that the other party was timely notified of the likelihood or actual occurrence which would justify such an assertion, so that other prudent precautions could be contemplated.

4.8 ORDERING AUTHORITY

Any request for purchase shall be accompanied by a valid purchase order issued by a County department or directed by a Certified Agency Procurement Aid (CAPA) with a purchase card for payment.

4.9 AVAILABILITY OF FUNDS

- 4.9.1 The provisions of this contract relating to payment shall become effective when funds assigned for the purpose of compensating the contractor as herein provided are actually available to County for disbursement. The County shall be the sole judge and authority in determining the availability of funds under this contract. County will keep the contractor fully informed as to the availability of funds.
- 4.9.2 If any action is taken by any state agency, Federal department, or any other agency or instrumentality to suspend, decrease, or terminate its fiscal obligations under, or in connection with, this contract, County may amend, suspend, decrease, or terminate its obligations under, or in connection with, this contract. In the event of termination, County will be liable for payment only for services rendered prior to the effective date of the termination, provided that such services are performed in accordance with the provisions of this contract. County will give written notice of the effective date of any suspension, amendment, or termination under this section, at least 10 days in advance.

4.10 PROCUREMENT CARD ORDERING CAPABILITY

County may opt to use a procurement card (Visa or Master Card) to make payment for orders under this contract.

4.11 NO MINIMUM OR MAXIMUM PURCHASE OBLIGATION

This contract does not guarantee any minimum or maximum purchases will be made. Orders will only be placed under this contract when the County identifies a need and proper authorization and documentation have been approved.

4.12 PURCHASE ORDERS

4.12.1 County reserves the right to cancel purchase orders within a reasonable period of time after issuance. Should a purchase order be canceled, the County agrees to reimburse the contractor for actual and documentable costs incurred by the contractor in response to the purchase order. The County will not reimburse the contractor for any costs incurred after receipt of County notice of cancellation, or for lost profits, or for shipment of product prior to issuance of purchase order.

4.12.2 Contractor agrees to accept verbal notification of cancellation of purchase orders from the County with written notification to follow. Contractor specifically acknowledges to be bound by this cancellation policy.

4.13 SUSPENSION OF WORK

The procurement officer may order the contractor, in writing, to suspend, delay, or interrupt all or any part of the work of this contract for the period of time that the procurement officer determines appropriate for the convenience of the County. No adjustment shall be made under this clause for any suspension, delay, or interruption to the extent that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the contractor. No request for adjustment under this clause shall be granted unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the suspension, delay, or interruption, but not later than the date of final payment under the contract.

4.14 STOP WORK ORDER

4.14.1 The procurement officer may, at any time, by written order to the contractor, require the contractor to stop all, or any part, of the work called for by this contract for a period of 90 calendar days after the order is delivered to the contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 calendar days after a stop work order is delivered to the contractor, or within any extension of that period to which the parties shall have agreed, the procurement officer shall either:

4.14.1.1 cancel the stop work order; or

4.14.1.2 terminate the work covered by the order as provided in the Termination for Default or the Termination for Convenience clause of this contract.

4.14.2 The procurement officer may make an equitable adjustment in the delivery schedule and/or contract price, and the contract shall be modified, in writing, accordingly, if the contractor demonstrates that the stop work order resulted in an increase in costs to the contractor.

4.15 TERMINATION FOR CONVENIENCE

Maricopa County may terminate the resultant contract for convenience by providing 60 calendar days advance notice to the contractor.

4.16 TERMINATION FOR DEFAULT

4.16.1 The County may, by written Notice of Default to the contractor, terminate this contract in whole or in part if the contractor fails to:

4.16.1.1 deliver the supplies or to perform the services within the time specified in this contract or any extension;

4.16.1.2 make progress, so as to endanger performance of this contract; or

4.16.1.3 perform any of the other provisions of this contract.

4.16.2 The County's right to terminate this contract under these subparagraphs may be exercised if the contractor does not cure such failure within 10 business days (or more if authorized in writing by the County) after receipt of a Notice to Cure from the procurement officer specifying the failure.

4.17 STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST

Notice is given that, pursuant to Arizona Revised Statute (A.R.S.) § 38-511, the County may cancel any contract without penalty or further obligation within three years after execution of the contract, if any person significantly involved in initiating, negotiating, securing, drafting, or creating the contract on behalf of the County is at any time, while the contract or any extension of the contract is in effect, an employee or agent of any other party to the contract in any capacity or consultant to any other party of the contract with respect to the subject matter of the contract. Additionally, pursuant to A.R.S. § 38-511, the County may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting, or creating the contract on behalf of the County from any other party to the contract arising as the result of the contract.

4.18 OFFSET FOR DAMAGES

In addition to all other remedies at Law or Equity, the County may offset from any money due to the contractor any amounts contractor owes to the County for damages resulting from breach or deficiencies in performance of the contract.

4.19 CONTRACTOR LICENSE REQUIREMENT

4.19.1 The contractor shall procure all permits, insurance, and licenses and pay the charges and fees necessary and incidental to the lawful conduct of his/her business, and, as necessary, complete any requirements, by any and all governmental or non-governmental entities as mandated to maintain compliance with and remain in good standing. The contractor shall keep fully informed of existing and future trade or industry requirements, and Federal, state, and local laws, ordinances, and regulations which in any manner affect the fulfillment of a contract and shall comply with the same. Contractor shall immediately notify both Office of Procurement Services and the department of any and all changes concerning permits, insurance, or licenses.

4.19.2 Contractor furnishing finished products, materials, or articles of merchandise that will require installation or attachment as part of the contract shall possess any licenses required. Contractor is not relieved of its obligation to obtain and possess the required licenses by subcontracting of the labor portion of the contract. Contractors are advised to contact the Arizona Registrar of Contractors, Chief of Licensing, to ascertain licensing requirements for a particular contract. Contractor shall identify which license(s), if any, the Registrar of Contractors requires for performance of the contract.

4.20 SUBCONTRACTING

4.20.1 The contractor may not assign to another contractor or subcontract to another party for performance of the terms and conditions hereof without the written consent of the County. All correspondence authorizing subcontracting must reference the bid serial number and identify the job or project.

4.20.2 The subcontractor's rate for the job shall not exceed that of the prime contractor's rate, as bid in the Pricing Sheet, unless the prime contractor is willing to absorb any higher rates. The subcontractor's invoice shall be invoiced directly to the prime contractor, who in turn shall pass-through the costs to the County, without mark-up. A copy of the subcontractor's invoice must accompany the prime contractor's invoice.

4.21 AMENDMENTS

All amendments to this contract shall be in writing and approved/signed by both parties. Maricopa County Office of Procurement Services shall be responsible for approving all amendments for Maricopa County.

4.22 ADDITIONS/DELETIONS OF COMMODITIES

The County reserves the right to add and/or delete materials to a contract. If additional materials are required from a contract, prices for such additions will be negotiated between the contractor and the County.

4.23 RIGHTS IN DATA

4.23.1 The County shall have the use of data and reports resulting from a contract without additional cost or other restriction except as may be established by law or applicable regulation. Each party shall supply to the other party, upon request, any available information that is relevant to a contract and to the performance thereunder.

4.23.2 Data, records, reports, and all other information generated for the County by a third party as the result of a contract are the property of the County and shall be provided in a format designated by the County or shall be and remain accessible to the County into perpetuity.

4.24 ACCESS TO AND RETENTION OF RECORDS FOR THE PURPOSE OF AUDIT AND/OR OTHER REVIEW

4.24.1 In accordance with Section MC1-372 of the Maricopa County Procurement Code, the contractor agrees to retain (physical or digital copies of) all books, records, accounts, statements, reports, files, and other records and back-up documentation relevant to this contract for six years after final payment or until after the resolution of any audit questions, which could be more than six years, whichever is longest. The County, Federal or state auditors and any other persons duly authorized by the department shall have full access to and the right to examine, copy, and make use of, any and all said materials.

4.24.2 If the contractor's books, records, accounts, statements, reports, files, and other records and back-up documentation relevant to this contract are not sufficient to support and document that requested services were provided, the contractor shall reimburse Maricopa County for the services not so adequately supported and documented.

4.25 AUDIT DISALLOWANCES

If at any time it is determined by the County that a cost for which payment has been made is a disallowed cost, the County will notify the contractor in writing of the disallowance. The course of action to address the disallowance shall be at sole discretion of the County, and may include either an adjustment to future invoices, request for credit, request for a check, or a deduction from current invoices submitted by the contractor equal to the amount of the disallowance, or to require reimbursement forthwith of the disallowed amount by the contractor by issuing a check payable to Maricopa County.

4.26 STRICT COMPLIANCE

Acceptance by County of a performance that is not in strict compliance with the terms of the contract shall not be deemed to be a waiver of strict compliance with respect to all other terms of the contract.

4.27 VALIDITY

The invalidity, in whole or in part, of any provision of this contract shall not void or affect the validity of any other provision of the contract.

4.28 SEVERABILITY

The removal, in whole or in part, of any provision of this contract shall not void or affect the validity of any other provision of this contract.

4.29 RELATIONSHIPS

4.29.1 In the performance of the services described herein, the contractor shall act solely as an independent contractor, and nothing herein or implied herein shall at any time be construed as to create the relationship of employer and employee, co-employee, partnership, principal and agent, or joint venture between the County and the contractor.

4.29.2 The County reserves the right of final approval on proposed staff. Also, upon request by the County, the contractor will be required to remove any employees working on County projects and substitute personnel based on the discretion of the County within two business days, unless previously approved by the County.

4.30 NON-DISCRIMINATION

Contractor agrees to comply with all provisions and requirements of Arizona Executive Order 2009-09, including flow down of all provisions and requirements to any subcontractors. Executive Order 2009-09 supersedes Executive Order 99-4 and amends Executive Order 75-5 and is hereby incorporated into this contract as if set forth in full herein. During the performance of this contract, contractor shall not discriminate against any employee, client, or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability, or national origin. (Arizona Executive Order 2009-09 can be viewed at https://apps.azsos.gov/public_services/register/2009/46/governor.pdf).

4.31 WRITTEN CERTIFICATION PURSUANT TO A.R.S. § 35-393.01

If vendor engages in for-profit activity and has 10 or more employees, and if this agreement has a value of \$100,000 or more, vendor certifies it is not currently engaged in, and agrees for the duration of this agreement to not engage in, a boycott of goods or services from Israel. This certification does not apply to a boycott prohibited by 50 U.S.C. § 4842 or a regulation issued pursuant to 50 U.S.C. § 4842.

4.32 CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

4.32.1 The undersigned (authorized official signing on behalf of the contractor) certifies to the best of his or her knowledge and belief that the contractor, its current officers, and directors:

4.32.1.1 are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from being awarded any contract or grant by any United States department or agency or any state, or local jurisdiction;

4.32.1.2 have not within a three-year period preceding this contract:

4.32.1.2.1 been convicted of fraud or any criminal offense in connection with obtaining, attempting to obtain, or as the result of performing a government entity (Federal, state or local) transaction or contract; or

4.32.1.2.2 been convicted of violation of any Federal or state antitrust statutes or conviction for embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property regarding a government entity transaction or contract;

4.32.1.3 are not presently indicted or criminally charged by a government entity (Federal, state or local) with commission of any criminal offenses in connection with obtaining, attempting to obtain, or as the result of performing a government entity public (Federal, state or local) transaction or contract;

4.32.1.4 are not presently facing any civil charges from any governmental entity regarding obtaining, attempting to obtain, or from performing any governmental entity contract or other transaction; and

4.32.1.5 have not within a three-year period preceding this contract had any public transaction (Federal, state or local) terminated for cause or default.

4.32.2 If any of the above circumstances described in the paragraph are applicable to the entity submitting a bid for this requirement, include with your bid an explanation of the matter including any final resolution.

4.32.3 The contractor shall include, without modification, this clause in all lower tier covered transactions (i.e., transactions with subcontractors or sub-subcontractors) and in all solicitations for lower tier covered transactions related to this contract. If this clause is applicable to a subcontractor or sub-subcontractor, the contractor shall include the information required by this clause with their bid.

4.33 VERIFICATION REGARDING COMPLIANCE WITH A.R.S. § 41-4401 AND FEDERAL IMMIGRATION LAWS AND REGULATIONS

4.33.1 By entering into the contract, the contractor warrants compliance with the Immigration and Nationality Act (INA using E-Verify) and all other Federal immigration laws and regulations related to the immigration status of its employees and A.R.S. § 23-214(A). The contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the procurement officer upon request. These warranties shall remain in effect through the term of the contract. The contractor and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the Immigration Reform

and Control Act of 1986, as amended from time to time, for all employees performing work under the contract and verify employee compliance using the E-Verify system and shall keep a record of the verification for the duration of the employee's employment or at least three years, whichever is longer. I-9 forms are available for download at www.uscis.gov.

- 4.33.2 The County retains the legal right to inspect documents of contractor and subcontractor employees performing work under this contract to verify compliance with paragraph 4.33.1 of this section. Contractor and subcontractor shall be given reasonable notice of the County's intent to inspect and shall make the documents available at the time and date specified. Should the County suspect or find that the contractor or any of its subcontractors are not in compliance, the County will consider this a material breach of the contract and may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the contract for default, and suspension and/or debarment of the contractor. All costs necessary to verify compliance are the responsibility of the contractor.

4.34 INFLUENCE

- 4.34.1 As prescribed in MC1-1203 of the Maricopa County Procurement Code, any effort to influence an employee or agent to breach the Maricopa County Ethical Code of Conduct or any ethical conduct, may be grounds for disbarment or suspension under MC1-902.

- 4.34.2 An attempt to influence includes, but is not limited to:

- 4.34.2.1 A person offering or providing a gratuity, gift, tip, present, donation, money, entertainment or educational passes or tickets, or any type of valuable contribution or subsidy that is offered or given with the intent to influence a decision, obtain a contract, garner favorable treatment, or gain favorable consideration of any kind.

- 4.34.3 If a person attempts to influence any employee or agent of Maricopa County, the chief procurement officer, or his designee, reserves the right to seek any remedy provided by the Maricopa County Procurement Code, any remedy in equity or in the law, or any remedy provided by this contract.

- 4.34.4 ABSOLUTELY NO CONTACT BETWEEN THE RESPONDENT AND ANY COUNTY PERSONNEL, OTHER THAN THE OFFICE OF PROCUREMENT SERVICES, IS ALLOWED DURING THE SOLICITATION PROCESS UNLESS THE COMMUNICATION IS IN REGARD TO PRE-EXISTING BUSINESS WITH THE COUNTY. ANY COMMUNICATIONS REGARDING THE SOLICITATION, ITS PARTICIPANTS, OR ANY DOCUMENTATION PRIOR TO THE CONTRACT AWARD MAY BE GROUNDS FOR DISMISSAL OF THE RESPONDENT FROM THE EVALUATION PROCESS.

4.35 CONFIDENTIALITY

In the course of the solicitation process, the County may disclose information that is proprietary or confidential. By submitting a bid to the solicitation, the offeror agrees that, except as necessary to prepare a response to this solicitation, neither it nor its agents or employees will communicate, divulge, or disseminate to any third-party persons or entities, any information that is disclosed to it by the County during the course of these discussions without the express written authorization of the County. If the offeror does disclose County proprietary or confidential information to a third party in preparing a response to this solicitation, it shall require the third party to acknowledge and comply with this provision.

4.36 CONFIDENTIAL INFORMATION

- 4.36.1 Any information obtained in the course of performing this contract may include information that is proprietary or confidential to the County. This provision establishes the contractor's obligation regarding such information.
- 4.36.2 The contractor shall establish and maintain procedures and controls that are adequate to assure that no information contained in its records and/or obtained from the County or from others in carrying out its functions (services) under the contract shall be used by or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the contract. The contractor's procedures and controls, at a minimum, must be the same procedures and controls it uses to protect its own proprietary or confidential information. If, at any time during the duration of the contract, the County determines that the procedures and controls in place are not adequate, the contractor shall institute any new and/or additional measures requested by the County within 15 business days of the written request to do so.
- 4.36.3 Any requests to the contractor for County proprietary or confidential information shall be referred to the County for review and approval, prior to any dissemination.

4.37 PUBLIC RECORDS

Under Arizona law, all offers submitted and opened are public records and must be retained by the County at the Maricopa County Office of Procurement Services. Offers shall be open to public inspection and copying after contract award and execution, except for such offers or sections thereof determined to contain proprietary or confidential information by the Office of Procurement Services. If an offeror believes that information in its offer or any resulting contract should not be released in response to a public record request, under Arizona law, the offeror shall indicate the specific information deemed confidential or proprietary and submit a statement with its offer detailing the reasons that the information should not be disclosed. Such reasons shall include the specific harm or prejudice which may arise from disclosure. The records manager of the Office of Procurement Services shall determine whether the identified information is confidential pursuant to the Maricopa County Procurement Code.

4.38 INTEGRATION

This contract represents the entire and integrated agreement between the parties and supersedes all prior negotiations, proposals, communications, understandings, representations, or agreements, whether oral or written, expressed, or implied.

4.39 UNIFORM ADMINISTRATIVE REQUIREMENTS

By entering into this contract, the contractor 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.*

4.40 GOVERNING LAW

This contract shall be governed by the laws of the State of Arizona. Venue for any actions or lawsuits involving this contract will be in Maricopa County Superior Court, Phoenix, Arizona.

4.41 FORCED LABOR

- 4.41.1 By submitting a bid for this solicitation and/or entering into a contract as a result of this solicitation, contractor agrees to comply with all applicable portions of Arizona

Revised Statutes Section 35-394. Contracting; procurement; prohibition; written certification; remedy; termination; exception; definitions.

- 4.41.2 Contractor certifies that it does not currently, and agrees for the duration of the contract, that it will not use:
 - 4.41.2.1 The forced labor of ethnic Uyghurs in the People's Republic of China.
 - 4.41.2.2 Any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.
 - 4.41.2.3 Any contractors, subcontractors or suppliers that use the forced labor or any good or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.
- 4.41.3 If contractor becomes aware during the term of the agreement that contractor is not in compliance with this paragraph, the contractor shall notify the County within five business days after becoming aware of the noncompliance. If the contractor fails to provide a written certification to the County that the contractor has remedied the noncompliance within 180 days after notifying the County of its noncompliance, then the agreement terminates, except that if the agreement termination date occurs before the end the 180-day period, the agreement terminates on the agreement termination date.



20827 N. Cave Creek Rd., Suite 105
Phoenix AZ 85024
Ph: (480) 347-9765 Fax: (480) 284-7628

Quote

Date	Quote #
Dec 23, 2023	15593

Name / Address
JORGE PEREZ CITY OF SAN LUIS 1090 E. UNION STREET P.O. BOX 7740 SAN LUIS AZ 85349 Phone: (928) 341-8553 Fax: (928) 341-8549

Rep
MIKE DE LA PIEDRA

Project
COUNTY 22ND - & SIDEWINDER RD

Qty	UM	MFG	Type	Part Number	Price	Total
1	E	VAL		ADOT-R-GV-MOD TYPE R POLE 30FT, 1994 AASHTO WITH LARGER HA HOLE AND TERMINAL BLOCKS, AZ578329P1	\$10,464.00	\$10,464.00
1	E	AM		ADOT A/B TYPE R 2" X 70" PLATE	(included)	-
3		VAL		ADOT-Q-GV-MOD TYPE Q POLE, 1994 AASHTO WITH LARGER HAND H AND TERMINAL BLOCKS, AZ578329P1	\$9,369.00	\$28,107.00
3	E	AM		ADOT A/B TYPE Q 2" X 70" PLATE	(included)	-
1	E	VAL		ADOT-SMA-55-GV 55FT SMA, 1994 AASHTO	\$5,115.00	\$5,115.00
2	E	VAL		ADOT-SMA-35-GV 35FT SMA, 1994 AASHTO	\$3,273.00	\$6,546.00
4	E	VAL		ADOT-LMA-10-GV 10FT LMA, 1994 AASHTO	\$387.00	\$1,548.00
1	E	AM		SHIPPING bolt shipping	\$300.00	\$300.00
1		CTS		SALES TAX PHX 8.6%	\$4,478.88	\$4,478.88

TOTAL:	\$56,558.88
--------	-------------

Mfg Terms:

AM A&M NUT & BOLT
ANCHOR BOLTS ARE WILL CALL IN PHOENIX. ADDITIONAL CHARGES WILL BE ADDED FOR SHIPPING IF REQUIRED.
ESTIMATED LEAD TIME IS 2-4 WEEKS BUT MAY INCREASE DUE TO SUPPLY CHAIN ISSUES
ANCHOR BOLTS FOR ADOT TESTING PURPOSES ARE NOT INCLUDED.
PRICING VALID FOR 30 DAYS.
A RESULTING PO SHOULD BE MADE OUT TO CLARK TRANSPORTATION SOLUTIONS.

CTS CLARK TRANSPORTATION Solut Plus Freight
PO ISSUED TO CLARK TRANSPORTATION SOLUTIONS.

MCCAIN SWARCO MCCAIN Plus Freight
APPLICABLE SALES TAX WILL BE ADDED TO INVOICE UNLESS LISTED ON QUOTE
PRICING VALID FOR 30 DAYS.



CLARK

Transportation Solutions

20827 N. Cave Creek Rd., Suite 105

Phoenix AZ 85024

Ph: (480) 347-9765 Fax: (480) 284-7628

Quote

Date	Quote #
Dec 23, 2023	15593

ESTIMATED LEAD TIME IS 8-22 WEEKS DEPENDING ON PRODUCT BUT MAY INCREASE DUE
SUPPLY CHAIN ISSUES

MCCAIN STANDARD TERMS AND CONDITIONS APPLY

UNLESS SPECIFICALLY NOTED IN SPECIFICATIONS, WE MAY OR MAY NOT COMPLY WITH
AMERICA REQUIREMENTS.

PO ISSUED TO CLARK TRANSPORTATION SOLUTIONS.

VAL

VALMONT INDUSTRIES

Freight Allowed

VALMONT STANDARD TERMS AND CONDITIONS APPLY.

THIS QUOTATION EXPIRES 30 DAYS FROM THE DATE SHOWN ABOVE. ORDER MUST BE R
WITHIN 60 DAYS FROM TIME OF RECEIPT OF PO.

ESTIMATED LEAD TIME IS 18-20 WEEKS BUT MAY INCREASE DUE TO SUPPLY CHAIN ISSUE
BREAKAWAY BASES MAY BE UP TO 1 YEAR LEAD TIME

SUBMITTALS/CALCULATIONS, IF REQUIRED, WILL TAKE 2-3 WEEKS AFTER RECEIPT OF PU
ORDER.

THIS LEAD TIME MAY BE DIFFERENT AT TIME OF RELEASE.

A RESULTING PURCHASE ORDER WILL BE MADE OUT TO VALMONT C/O CLARK TRANSP
SOLUTIONS.

FOB VALMONT FACTORY/FULL FREIGHT ALLOWED, NET 30 TERMS.



CLARK
Transportation Solutions

20827 N. Cave Creek Rd., Suite 105
Phoenix AZ 85024
Ph: (480) 347-9765 Fax: (480) 284-7628

Quote

Date	Quote #
Dec 23, 2023	15594

Name / Address
JORGE PEREZ CITY OF SAN LUIS 1090 E. UNION STREET P.O. BOX 7740 SAN LUIS AZ 85349 Phone: (928) 341-8553 Fax: (928) 341-8549

Rep
MIKE DE LA PIEDRA

Project
COUNTY 22ND - & 4TH AVE

Qty	UM	MFG	Type	Part Number	Price	Total
1	E	VAL		ADOT-R-GV-MOD TYPE R POLE 30FT, 1994 AASHTO WITH LARGER HA HOLE AND TERMINAL BLOCKS, AZ578329P1	\$10,464.00	\$10,464.00
1	E	AM		ADOT A/B TYPE R 2" X 70" PLATE	(included)	-
3	E	VAL		ADOT-Q-GV-MOD TYPE Q POLE 30FT, 1994 AASHTO WITH LARGER HA HOLE AND TERMINAL BLOCKS, AZ578329P1	\$9,369.00	\$28,107.00
3	E	AM		ADOT A/B TYPE Q 2" X 70" PLATE	(included)	-
1	E	VAL		ADOT-SMA-45-GV 45FT SMA, 1994 AASHTO	\$3,275.00	\$3,275.00
1	E	VAL		ADOT-SMA-40-GV 40FT SMA, 1994 AASHTO	\$3,378.00	\$3,378.00
1	E	VAL		ADOT-SMA-25-GV 25FT SMA, 1994 AASHTO	\$1,543.00	\$1,543.00
4	E	VAL		ADOT-LMA-10-GV 10FT LMA, 1994 AASHTO	\$387.00	\$1,548.00
2	E	VAL		ADOT-P-GV PED POST, 3/4" DIAMETER BOLTS BASE PLATE, 1994 AASHTO	\$476.00	\$952.00
2	E	AM		ADOT A/B PED POST .75" X 24" PLATE	(included)	-
1	E	AM		SHIPPING bolt shipping	\$300.00	\$300.00
1	E	CTS		SALES TAX PHX 8.6%	\$4,262.76	\$4,262.76

TOTAL:	\$53,829.76
--------	-------------

Mfg Terms:

AM

A&M NUT & BOLT

**Freight
Allowance**

Plus Freight

**Minimum
Order**

ANCHOR BOLTS ARE WILL CALL IN PHOENIX. ADDITIONAL CHARGES WILL BE ADDED FOR SHIPPING IF REQUIRED.

ESTIMATED LEAD TIME IS 2-4 WEEKS BUT MAY INCREASE DUE TO SUPPLY CHAIN ISSUES

ANCHOR BOLTS FOR ADOT TESTING PURPOSES ARE NOT INCLUDED.

PRICING VALID FOR 30 DAYS.

A RESULTING PO SHOULD BE MADE OUT TO CLARK TRANSPORTATION SOLUTIONS.



20827 N. Cave Creek Rd., Suite 105
Phoenix AZ 85024
Ph: (480) 347-9765 Fax: (480) 284-7628

Quote

Date	Quote #
Dec 23, 2023	15594

Mfg Terms:

CTS MCCAIN VAL	CLARK TRANSPORTATION Solut SWARCO MCCAIN VALMONT INDUSTRIES	Freight Allowance Plus Freight Plus Freight Freight Allowed	Minimum Order
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PO ISSUED TO CLARK TRANSPORTATION SOLUTIONS.

APPLICABLE SALES TAX WILL BE ADDED TO INVOICE UNLESS LISTED ON QUOTE
PRICING VALID FOR 30 DAYS.
ESTIMATED LEAD TIME IS 8-22 WEEKS DEPENDING ON PRODUCT BUT MAY INCREASE DUE
SUPPLY CHAIN ISSUES
MCCAIN STANDARD TERMS AND CONDITIONS APPLY
UNLESS SPECIFICALLY NOTED IN SPECIFICATIONS, WE MAY OR MAY NOT COMPLY WITH
AMERICA REQUIREMENTS.

PO ISSUED TO CLARK TRANSPORTATION SOLUTIONS.

THIS QUOTATION EXPIRES 30 DAYS FROM THE DATE SHOWN ABOVE. ORDER MUST BE R
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SUBMITTALS/CALCULATIONS, IF REQUIRED, WILL TAKE 2-3 WEEKS AFTER RECEIPT OF PU
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THIS LEAD TIME MAY BE DIFFERENT AT TIME OF RELEASE.
A RESULTING PURCHASE ORDER WILL BE MADE OUT TO VALMONT C/O CLARK TRANSPO
SOLUTIONS.
FOB VALMONT FACTORY/FULL FREIGHT ALLOWED, NET 30 TERMS.



AGENDA ITEM REVIEW FORM

Regular City Council Meeting

7. E.

Meeting Date: 01/24/2024

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

Submitted By: Jorge Perez, Assistant Director of Public Works, Public Works Department

Action Requested: Motion

ITEM:

Discussion and possible action on any and all matters regarding the purchase of new Pureflow Chemical Feed Systems for water treatment sites. **(Jorge Perez, Assistant Director of Public Works)**

SUMMARY:

The City of San Luis water system is composed of seven well sites, which include the following major components:

- ground wells,
- storage tanks,
- booster pumps, and
- treatment units.

All the treatment units at these sites use a briquette form of chlorine (calcium hypochlorite) for the water disinfection process. The water department is seeking council approval to upgrade systems to a liquid chlorine form (sodium hypochlorite).

Currently, San Luis has one well site that uses a Pureflow Iron and Manganese treatment unit at its well site No. 7. An additional Pureflow treatment unit has been purchased and will be installed at well site No. 5. Along the same lines, the City of San Luis has retrofitted some of its water treatment systems at different well sites to Pureflow systems.

The Department of Public Works and its Water Division consider that acquiring Pureflow Chemical Feed Systems for well sites #3, #4, #6, and #7 will bring benefit in the continuity of the water system, commonality of the system, operators' knowledge of the system, ease of operation, and maintenance, availability of supplies given the redundancy of parts among well sites and treatment units and stellar customer service and support from Pureflow. For these reasons, the Public Works department would like to consider Pureflow as a sole source vendor for this equipment purchase and is asking authorization from the Mayor and City Council to waive the formal purchasing procedures as authorized under San Luis City Code, Section 3.05.010 (F) *Procedures Waived*.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO APPROVE THE PURCHASE OF PUREFLOW CHEMICAL FEED SYSTEMS IN THE AMOUNT OF \$324,940.00 AND TO WAIVE FORMAL PURCHASING PROCEDURES FOR THE REASONS PRESENTED.

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:	Yes
CITY/STATE/FEDERAL FUNDS:	City
TOTAL:	\$324,940.00
BUDGETED AMOUNT:	\$393,500.00
AVAILABLE AMOUNT TO TRANSFER:	N/A
ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE:	300-302-90000 / Capital Outlay - Equipment / \$908,454.53

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

Budgeted item at \$393,500.00
Pureflow Proposal \$293,500.00
10.712% Use Tax = \$31,440.00
Total Request = \$324,940.00

Attachments

Pureflow Proposal

QUOTATION



TO:

CITY OF SAN LUIS, AZ

Department of Public Works

1090 E. Union St.

San Luis, AZ 85349

Attention: Jorge Perez, Assistant Director
of Public Works.

jperez@sanluisaz.gov

(928) 341-8577

	DATE:	QUOTE #:	REVISION #:
	January 9, 2024	P2301010	1
SUBJECT:	CITY OF SAN LUIS, AZ – Sodium Hypochlorite Chemical Feed System Upgrades		
REFERENCE:	Well Sites No. 7, 6, 4, & 3		

WE ARE PLEASED TO OFFER OUR QUOTATION ON THE FOLLOWING

ITEM	QTY	DESCRIPTION	UNIT PRICE	EXTENDED
1	1	Sodium Hypochlorite Chemical Feed System for Well No. 7 - 2,200 GPM; Includes submittal drawings; operation and maintenance manuals (electronic); start-up and commissioning. Please see the attached Scope of Supply for a detailed description of the equipment and services included in this quotation.	\$ 91,000.00	\$ 91,000.00
2	3	Sodium Hypochlorite Chemical Feed System for the following: Well No. 6 - 1,000 GPM, Well No. 4 – 1,000 GPM, and Well No. 3 – 500 GPM. Includes submittal drawings; operation and maintenance manuals (electronic); start-up and commissioning. Please see the attached Scope of Supply for a detailed description of the equipment and services included in this quotation.	\$ 67,500.00	\$ 202,500.00

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

PROGRESS PAYMENT TERMS: see page 2
APPROX. DATE OF SHIPMENT: TBD
EST. SHIPPING WEIGHT: TBD
F.O.B.: San Luis, AZ
Price valid for 60 days from the above date.

PUREFLOW FILTRATION DIV.

By: *Chelsey Wilkins*

Please sign and return

Accepted by:

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

PROGRESS PAYMENT TERMS

Payment Terms

20% with purchase order or execution of a contract

25% upon approval of mechanical equipment documentation submittal, or four (4) weeks from date of issuance of mechanical equipment documentation submittal, whichever occurs first

30% upon release to procurement / fabrication

20% upon equipment delivery to jobsite or availability for delivery jobsite

5% due upon completion of start-up and commissioning

Pricing Validity

Due to the ongoing uncertainty of steel and other material costs, pricing stated within this quotation shall remain valid 60 days after receipt.

Notes

PUREFLOW FILTRATION DIV. QUOTATION
STANDARD TERMS AND CONDITIONS OF SALE

- 1. AGREEMENT.** The terms and conditions set forth below and on the front side hereof constitute the entire Agreement between the customer named on the front side hereof ("Buyer") and Pureflow Filtration Div., a division of California Environmental Controls, Inc., a California corporation ("Seller").
- 2. TERMS OF SALE.** (a) TAXES: Unless specifically provided on the front side hereof, prices specified herein on the Goods are exclusive of all local, state, and federal taxes including without limitation taxes on manufacturing, sales, receipts, gross income, occupation, use and all similar taxes, or other taxes of any nature. Wherever applicable, such taxes will be invoiced as a separate charge which Buyer agrees to pay the Seller. (b) TERMS OF PAYMENT: Net cash due upon receipt of invoice, unless noted on front side of this quotation, to approved credit accounts. The Buyer agrees to pay Seller an additional charge of one and one-half percent (1 and 1/2%) per month (or such lesser amount equal to the maximum rate permitted by law) on any invoices not paid according to these terms. (c) SECURITY INTEREST: Until payment in full of the purchase price therein specified, Seller reserves a security interest in the goods securing payment of such purchase price. (d) DELIVERY: Prices quoted are f.o.b. point of origin of shipments unless shipping is specifically included in price offered on front page. Prices include domestic packing for rail or commercial shipments only. Shipment and delivery dates are estimates based upon schedules of Seller's suppliers and are computed from the time of settlement of all details and receipt of full approval of drawings where drawing approval is required. (e) Field Supervision: Unless specifically provided on the front side hereof, no installation assistance or field supervision by Seller is included in the terms and conditions of this Agreement.
- 3. ENTIRE AGREEMENT.** This agreement supersedes all previous representations, statements, promises, agreements or understandings, written or otherwise. This Agreement is intended by the parties as a final expression of their understanding and no casual or prior dealings shall be relevant to explain any of the terms or conditions hereof. The Seller shall not be bound by any agent's or employee's representations, promises, statements or inducements not set forth in the Agreement. If any inconsistency exists between any typed or handwritten materials on the front hereof and these Standard Terms and Conditions, the former shall be controlling.
- 4. ACCEPTANCE.** This quotation is an offer upon the terms and conditions herein specified. Acceptance by the Buyer may be effected by signing a copy of this quotation where specified and returning same to the Seller, or by the Buyer issuing a purchase order and delivering same to the Seller, which shall constitute Buyer's acceptance of this quotation and all of the terms and conditions herein specified. Acceptance of this offer is limited to its terms. Acceptances or confirmation which state additional or different terms from this offer shall be operative as acceptances; provided, however, that all such additional or differing terms shall be deemed material alterations within the meaning of Section 2207 (2) (b) of the California Commercial Code and notice of objection to them pursuant to Section 2207 (2) (c) of the California Commercial Code is hereby given.
- 5. CANCELLATION.** Orders may be cancelled by the Buyer only with Seller's written consent and upon payment of reasonable and proper cancellation charges, including factory costs and expenses.
- 6. INSPECTION.** Buyer agrees to inspect the goods, supplies, merchandise, and material covered hereby ("Goods") immediately upon their receipt by Buyer, secure a written acknowledgement from the delivering carrier as to any loss or damage and within three (3) business days of their receipt to give written notice to the Seller of any claim that the Goods do not conform with the terms of the Agreement. Failure to make such a claim within the stated period shall constitute an irrevocable acceptance of the Goods and an admission that they fully comply with all of the terms and conditions of the Agreement. Buyer expressly waives any right it may have to revoke acceptance after such three (3) day period.
- 7. DELAYS.** Seller shall not be liable for any delays or failures in making shipments or deliveries caused by any contingency beyond Seller's control, or the control of Seller's suppliers or manufacturers, including without limitation failures or delays brought about by, caused by or in any manner arising from (i) labor conditions including strikes and shortages of labor, (ii) shortages of fuel, power, material or supplies, (iii) transportation delays, (iv) acts of God, fires, floods or weather problems, (v) damage to, or destruction in whole or in part of Goods, vehicles or manufacturing plants, (vi) accidents, or (vii) riots, government interference, embargos, regulations, war, insurrection or terrorist acts. The non-occurrence of the above contingencies with respect to Seller, its suppliers and manufacturers is a basic assumption of this agreement.
- 8. DELAY IN INSTRUCTIONS.** Buyer agrees to furnish complete shipping instructions in such a manner as to reach the Seller at its main office ten (10) days before the date for any shipment specified herein. Buyer's failure to so furnish complete shipping instructions shall, without notice, automatically extend the shipping date from day to day until the Buyer furnishes complete shipping instructions, or until the Seller exercises its right to terminate the Agreement.
- 9. RISK OF LOSS.** Unless Buyer and Seller specifically agree in writing to modify the terms of Paragraph 2. (d), above, all risk or loss shall pass to the Buyer when Goods are delivered by Seller to the carrier. In the event that Buyer and Seller agree in writing that the Goods are sold f.o.b. destination, Seller's responsibility for loss or damage terminates upon tender of delivery to Buyer by the carrier and the written acknowledgement and claims procedure provided for in Paragraph 4, above, shall be a precondition to any claim by Buyer for loss of damage in transit.
- 10. RETURNS.** In no case are any Goods to be returned to Seller without first obtaining the written permission of Seller, which permission Seller may refuse to give at Seller's sole discretion. Only standard unused Goods as currently manufactured or inventoried by Seller which have been invoiced to Buyer within the previous ninety (90) days will be considered by Seller for return. Special items manufactured to order may not be returned under any circumstances. Goods which Seller accepts for return and credit will, in any event, be subject to a minimum handling and service charge of 25% plus all transportation charges. All returned Goods, if Seller accepts the return thereof, must in any case be securely packaged and shipped, freight prepaid, and the risk of loss shall remain with Buyer until the Seller actually receives the Goods.
- 11. DEFAULTS.** In the event Buyer fails to comply with any of the terms of the Agreement or becomes bankrupt or insolvent or Buyer's financial condition becomes impaired or unsatisfactory to Seller, Seller may do any or all of the following: (a) Terminate the Agreement upon written notice thereof to Buyer without prejudice to Seller's rights to receive any amount then due under the Agreement; (b) Withhold all further deliveries under the Agreement; (c) require that Buyer pay for all future shipments in advance or provide other satisfactory security or guarantees to Seller that all existing and future invoices will be paid on or before their due dates; (d) Make partial shipments only to Buyer, which Buyer agrees to accept; (e) Recall any Goods then in transit and retake the same and repossess all Goods which may be stored with Seller in which case Buyer consents that all Goods so recalled, retaken or repossessed shall become the absolute property of Seller, provided that Buyer is given full credit therefor; (f) Upon written notice to Buyer revise the stated credit terms, if any, contained in this Agreement; (g) Without limitation, exercise any rights or remedies available to Seller under the Uniform Commercial Code as in force and effect on the date of the Agreement; or (h) Without limitation, exercise any other rights or remedies available to Seller under any applicable federal, state or local law.
- 12. ATTORNEY'S FEES.** In the event of a default by Buyer of any of the terms or conditions of the Agreement, Buyer agrees to pay all costs of collection and enforcement incurred by Seller including, without limitation, Seller's reasonable attorney's fees and court costs.
- 13. RETENTION LIMITATION.** Retention, if any is accepted by Pureflow Filtration Div., shall be limited to a maximum of ten percent (10%) of the contract price. All monies retained shall be paid, in full, upon successful "start-up" of the equipment supplied, or ninety (90) days after shipment of said goods, whichever date first occurs. The payment of monies retained under the terms of this paragraph is not conditioned upon any factors, issues, events or contingencies which are not specifically delineated in this quotation. The right of Pureflow Filtration Division to payment is NOT subject to any payment provisions enforced upon Buyer by the terms of any other contract with either Pureflow or a third party.
- 14. CONSEQUENTIAL / LIQUIDATED DAMAGES.** The Buyer agrees that notwithstanding the form in which any legal or equitable action, proceeding or position may be brought or asserted by Buyer against Seller including without limitation claims based upon actual or alleged delays or breaches of warranty, that Seller's liability, if any, arising out of or in any way related to this Agreement, shall be limited to actual money damages in an amount not to exceed the total amount actually paid for the Goods by Buyer. Buyer further agrees that seller shall not, in any event, be liable for indirect, special, consequential or liquidated damages or penalties, whether based upon contract, warranty, tort, or negligence.
- 15. PROPRIETARY MATERIAL.** All drawings, patterns, specifications, and information included in this proposal, and all information otherwise supplied by Pureflow Filtration Div. relating to the design, erection, operation, and maintenance of the goods, including filter media and all treatment processes, is the proprietary and / or confidential material or information of Pureflow Filtration Div. Purchaser shall not disclose such material or information to others or allow others to use such material or information without express written permission from an officer of Pureflow Filtration Div.
- 16. GOVERNING LAW / CONSENT TO JURISDICTION.** (a) The terms and conditions set forth herein shall be construed under and in accordance with the laws of the State of California. The parties hereto consent to the jurisdiction and venue of any court of general jurisdiction in the Southeast District of Los Angeles County and the United States District Court for the Central District of California, with respect to any proceedings arising out of or in connection with the Agreement or any purchase hereunder, and further agree that mailing to either party by certified or registered mail shall constitute lawful and valid service of process. (b) No Waiver: No waiver by Seller of any default by Buyer shall be deemed a waiver of any subsequent default by Buyer. (c) Severability: Should any of the terms or conditions of the Agreement be declared invalid or unenforceable, it shall not affect the validity or enforceability of any of the remaining terms and conditions.
- 17. VALIDITY.** The price quoted is firm for thirty (30) days, unless otherwise identified on the front of this quotation.
- 18. ERRORS.** Pureflow Filtration Div. California Environmental Controls, Inc. reserves the right to correct or identify any stenographic or clerical errors in the quotation without any liability to Pureflow Filtration Div. California Environmental Controls, Inc.
- 19. TECHNICAL ADVICE.** Upon Buyer's request, Seller may furnish technical advice with reference to the use of the material sold hereunder, to such extent as Seller has such information conveniently available; however, it is expressly agreed that there is no obligation to furnish any such advice, and that if any advice or assistance is furnished, which will be without charge, it shall be given and accepted at Buyer's risk, and Seller shall not be responsible or liable for the advice or assistance given or results thereof.
- 20. WARRANTIES:** Except as provided below, Seller warrants that equipment or parts thereof delivered hereunder meet Sellers' standard specification for the equipment or parts, or such other specifications as have been expressly made as part of this Agreement. Equipment and parts sold, but not manufactured, by Seller are warranted to the extent of the manufacturer's original warranty. THERE ARE NO OTHER WARRANTIES, EXPRESSED OR IMPLIED. SELLER MAKES NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE BUYER WILL MAKE NO WARRANTY OR MODIFY ANY EXISTING WARRANTY TO ANY CUSTOMER BEYOND ANY WARRANTY STATED BY SELLER'S SPECIFICATIONS. NO LIABILITY WILL RESULT TO EITHER PARTY FROM DELAY IN PERFORMANCE OR NON-PERFORMANCE CAUSED BY CIRCUMSTANCES BEYOND THE CONTROL OF THE PARTY AFFECTED. THE MEASURE OF DAMAGES RECOVERABLE BY BUYER SHALL NOT EXCEED THE PURCHASE PRICE PAID BY BUYER TO SELLER. THIS IS BUYER'S SOLE REMEDY AGAINST SELLER. SELLER SHALL NOT BE LIABLE FOR ANY INDIRECT OR PROSPECTIVE, CONSEQUENTIAL OR SPECIAL DAMAGES NOTWITHSTANDING THE FOREGOING. NO EQUIPMENT OR PARTS SHALL BE RETURNED WITHOUT INSTRUCTIONS FROM SELLER'S HOME OFFICE.



6739 WASHINGTON AVE., WHITTIER, CA 90601
OFFICE: (562) 945-3425 (800) 926-3426 WWW.WATERBYPUREFLOW.COM

SCOPE OF SUPPLY

QUOTATION NO. P2301010

DATE: FEBRUARY 9, 2023

CLIENT

CITY OF SAN LUIS, AZ
DEPARTMENT OF PUBLIC WORKS

Chemical Feed System Upgrades: Multiple Well Sites

REPRESENTATIVE

 **REACO**
Associates LLC®

REACO ASSOCIATES LLC
18011 W MARSHALL CT.
LITCHFIELD PARK, AZ 85340
(623) 377-6249

TABLE OF CONTENTS

1.0	INTRODUCTION	4
1.1	PUREFLOW REPUTATION.....	4
1.2	TECHNOLOGY	4
2.0	DESIGN PARAMETERS.....	5
3.0	SCOPE OF SUPPLY.....	6
3.1	WELL NO. 7 CHEMICAL FEED SYSTEM – SODIUM HYPOCHLORITE	6
3.2	WELL NO. 6 CHEMICAL FEED SYSTEM – SODIUM HYPOCHLORITE	6
3.3	WELL NO. 4 CHEMICAL FEED SYSTEM – SODIUM HYPOCHLORITE	7
3.4	WELL NO. 3 CHEMICAL FEED SYSTEM – SODIUM HYPOCHLORITE	7
3.5	SUBMITTALS.....	8
3.6	OPERATION AND MAINTENANCE MANUALS.....	8
3.7	START-UP, INSPECTION AND TRAINING	8
4.0	SUBMITTAL DELIVERY	8
5.0	APPROXIMATE DATE OF DELIVERY.....	9
6.0	STANDARD WARRANTY	9
7.0	FREIGHT	9
8.0	PROGRESS PAYMENT TERMS	9
9.0	EXCLUSIONS	9
10.0	EXCEPTIONS	10
11.0	COMMERCIAL TERMS AND CONDITIONS.....	10





1.0 INTRODUCTION

Established in 1973 in Whittier California, Pureflow Filtration Div. specializes in the removal of heavy metals, radionuclides, sulfides, and organics from drinking water supplies, industrial water sources, and process streams. With flow rates from 20 gpm to 10,000 gpm, Pureflow has designed and manufactured hundreds of treatment systems throughout the US, Canada, and Mexico.

1.1 PUREFLOW REPUTATION

Pureflow's reputation is built on our commitment to produce the highest quality class of equipment in the industry, custom engineered, with unprecedented service that warrants long-standing relationships with our valued clients. The technology is unrivaled, and the quality is unsurpassed.

1.2 TECHNOLOGY

Pureflow offers a wide variety of proprietary and non-proprietary high-performance media and pretreatment oxidation technologies that are custom selected through a pilot study / bench scale process. Our robust systems are designed to be operator friendly and may not require filter media regeneration or replacement. Our inhouse built control panels offer sophisticated and intuitive design for a high level of safety, monitoring, and control of the complete water treatment system.

2.0 DESIGN PARAMETERS

Chemical Feed System Upgrades

Well No. 7 – replace existing tablet-type calcium hypochlorite station with liquid sodium hypochlorite station

DESIGN FLOW RATE	2,200	gpm
CURRENT MAX. USAGE (65% CaOCl ₂) *	80	lbs/day
CURRENT MIN. USAGE (65% CaOCl ₂) *	25	lbs/day
RESIDUAL Cl ₂ EFFLUENT *	0.75	mg/L

Well No. 6 – replace existing tablet-type calcium hypochlorite station with liquid sodium hypochlorite station

DESIGN FLOW RATE	1,000	gpm
CURRENT MAX. USAGE (65% CaOCl ₂) *	38	lbs/day
CURRENT MIN. USAGE (65% CaOCl ₂) *	12.5	lbs/day
RESIDUAL Cl ₂ EFFLUENT *	0.75	mg/L

Well No. 4 – replace existing tablet-type calcium hypochlorite station with liquid sodium hypochlorite station

DESIGN FLOW RATE	1,000	gpm
CURRENT MAX. USAGE (65% CaOCl ₂) *	38	lbs/day
CURRENT MIN. USAGE (65% CaOCl ₂) *	12.5	lbs/day
RESIDUAL Cl ₂ EFFLUENT *	0.03	mg/L

Well No. 3 – replace existing tablet-type calcium hypochlorite station with liquid sodium hypochlorite station

DESIGN FLOW RATE	500	gpm
CURRENT MAX. USAGE (65% CaOCl ₂) *	38	lbs/day
CURRENT MIN. USAGE (65% CaOCl ₂) *	12.5	lbs/day
RESIDUAL Cl ₂ EFFLUENT *	0.03	mg/L

*NOTE: THE ABOVE FIELD DATA WAS PROVIDED TO PUREFLOW FILTRATION BY THE CITY OF SAN LUIS FOR THE PURPOSE OF PREPARING THIS QUOTATION.

3.0 SCOPE OF SUPPLY

3.1 WELL NO. 7 CHEMICAL FEED SYSTEM – SODIUM HYPOCHLORITE

ITEM	QTY	DESCRIPTION
1	2	CHEMICAL FEED PUMPS
2	1	CHEMICAL STORAGE POLY TANK - DOUBLE-WALLED (*Tank size based on 14-day supply)
3	1	LEVEL TRANSMITTER (CHLORINE TANK)
4	1	CHLORINE RESIDUAL ANALYZER, PANEL MOUNTED
5	1	PANEL ASSEMBLY, WITH MOUNTED CHEMICAL FEED PUMPS, BACK AND PRESSURE RELIEF VALVES, CALIBRATION COLUMN, AND PIPING.
6	LOT	MANUAL ISOLATION VALVES
7	LOT	CHECK VALVE, SAMPLE COCK AND PRESSURE GAUGES
8	LOT	MODIFICICATIONS TO EXISTING MAIN CONTROL PANEL AND HARDWARE
OPERATION: EXISTING PLC WILL CONTROL CHEM FEED SYSTEM WITH INPUT FROM CHLORINE ANALYZER TO CONTROL METERING PUMP TO MEET ADJUSTABLE SETPOINT		

3.2 WELL NO. 6 CHEMICAL FEED SYSTEM – SODIUM HYPOCHLORITE

ITEM	QTY	DESCRIPTION
9	2	CHEMICAL FEED PUMPS
10	1	CHEMICAL STORAGE POLY TANK - DOUBLE-WALLED (*Tank size based on 14-day supply)
11	1	LEVEL TRANSMITTER (CHLORINE TANK)
12	1	CHLORINE RESIDUAL ANALYZER w/ PID CONTROL FEATURE TRANSMITTER, PANEL MOUNTED
13	1	PANEL ASSEMBLY, WITH MOUNTED CHEMICAL FEED PUMPS, BACK AND PRESSURE RELIEF VALVES, CALIBRATION COLUMN, AND PIPING.

14	LOT	MANUAL ISOLATION VALVES
15	LOT	CHECK VALVE, SAMPLE COCK AND PRESSURE GAUGES
OPERATION: EXISTING FLOW SWITCH ACTIVATES PUMP. CHLORINE ANALYZER WILL CONTROL METERING PUMP TO MEET ADJUSTABLE SETPOINT		

3.3 WELL NO. 4 CHEMICAL FEED SYSTEM – SODIUM HYPOCHLORITE

ITEM	QTY	DESCRIPTION
16	2	CHEMICAL FEED PUMPS
17	1	CHEMICAL STORAGE POLY TANK - DOUBLE-WALLED (*Tank size based on 14-day supply)
18	1	LEVEL TRANSMITTER (CHLORINE TANK)
19	1	CHLORINE RESIDUAL ANALYZER w/ PID CONTROL FEATURE TRANSMITTER, PANEL MOUNTED
20	1	PANEL ASSEMBLY, WITH MOUNTED CHEMICAL FEED PUMPS, BACK AND PRESSURE RELIEF VALVES, CALIBRATION COLUMN, AND PIPING.
21	LOT	MANUAL ISOLATION VALVES
22	LOT	CHECK VALVE, SAMPLE COCK AND PRESSURE GAUGES
OPERATION: EXISTING FLOW SWITCH ACTIVATES PUMP. CHLORINE ANALYZER WILL CONTROL METERING PUMP TO MEET ADJUSTABLE SETPOINT		

3.4 WELL NO. 3 CHEMICAL FEED SYSTEM – SODIUM HYPOCHLORITE

ITEM	QTY	DESCRIPTION
23	2	CHEMICAL FEED PUMPS
24	1	CHEMICAL STORAGE POLY TANK - DOUBLE-WALLED (*Tank size based on 14-day supply)
25	1	LEVEL TRANSMITTER (CHLORINE TANK)
26	1	CHLORINE RESIDUAL ANALYZER w/ PID CONTROL FEATURE TRANSMITTER, PANEL MOUNTED

27	1	PANEL ASSEMBLY, WITH MOUNTED CHEMICAL FEED PUMPS, BACK AND PRESSURE RELIEF VALVES, CALIBRATION COLUMN, AND PIPING.
28	LOT	MANUAL ISOLATION VALVES
29	LOT	CHECK VALVE, SAMPLE COCK AND PRESSURE GAUGES
OPERATION: EXISTING FLOW SWITCH ACTIVATES PUMP. CHLORINE ANALYZER WILL CONTROL METERING PUMP TO MEET ADJUSTABLE SETPOINT		

3.5 SUBMITTALS

ITEM	QTY	DESCRIPTION
30	1	ELECTRONIC SUBMITTAL DOCUMENTS, INCLUDING: - DRAWINGS - EQUIPMENT CUT SHEETS - ELECTRICAL SCHEMATICS

3.6 OPERATION AND MAINTENANCE MANUALS

ITEM	QTY	DESCRIPTION
31	1	MAINTENANCE MANUALS

3.7 START-UP, INSPECTION AND TRAINING

ITEM	QTY	DESCRIPTION
32	LOT	START-UP, TWO (2) TRIPS, FIVE (5) ONSITE DAYS
33	LOT	INSPECTION AND TRAINING, ONE (1) TRIP, TWO (2) ONSITE DAYS

4.0 SUBMITTAL DELIVERY

Six (6) to eight (8) weeks after receipt of purchase order.

5.0 APPROXIMATE DATE OF DELIVERY

Twelve (16) to sixteen (18) weeks after release to fabrication.

6.0 STANDARD WARRANTY

Eighteen (18) months from shipment or twelve (12) months from customer buy-off, whichever occurs first.

7.0 FREIGHT

Freight-on-board shipping point Whittier, CA. Freight-Pre-Paid to job site.

8.0 PROGRESS PAYMENT TERMS

20% With purchase order or execution of contract.

25% Upon approval of the mechanical equipment engineering documentation submittal, or four (4) weeks from date of issuance of the mechanical equipment engineering documentation submittal, whichever occurs first.

30% Upon release to procurement / fabrication.

20% Upon equipment delivery to jobsite or thirty (30) days from ready to ship date, whichever occurs first.

5% Upon commissioning / operator training / client buy-off or six (6) months from ready to ship date, whichever occurs first.

9.0 EXCLUSIONS

- › Storage
- › Off-loading
- › Installation
- › Concrete / rebar (sub-base in filter)
- › Taxes
- › Permits, Fees, Tariffs
- › Pipe supports
- › Field Wiring

➤ Anchor bolts

10.0 EXCEPTIONS

NONE

11.0 COMMERCIAL TERMS AND CONDITIONS

This scope of supply includes only equipment specifically mentioned herein and does not include, or infer inclusion of, any additional equipment, piping, valves, wiring, installation, or services, regardless of its relationship to the supplied equipment.



AGENDA ITEM REVIEW FORM

Regular City Council Meeting

7. F.

Meeting Date: 01/24/2024

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

Submitted By: Jorge Perez, Assistant Director of Public Works, Public Works Department

Action Requested: Motion

ITEM:

Discussion and possible action on any and all matters regarding the purchase of new traffic signal materials and equipment for two of the Highway Users Division capital improvement projects. **(Jorge Perez, Assistant Director of Public Works)**

SUMMARY:

The Department of Public Works is working with its consultants on finalizing the designs for expansion improvements and addition of traffic signals at the intersections of County 22nd Street and Fourth Avenue as well as on County 22nd Street and Sidewinder Road. Although it is typical for projects to go out to a formal bid process and for contractors to supply all materials and labor to complete the project, in these two specific projects, the department is seeking council approval to move forward with the purchase of all materials and components of the traffic signals. The reason behind this request, is to advance on the ordering and delivering of materials due to the long lead-time. Meanwhile, the project designs get finalized. Upon completion of the designs, both projects will go to a formal bid process for the construction of the needed improvements and installation of the traffic signals.

Staff is seeking to purchase materials and equipment from Econolite Control Products, to include the complete Cabinet, Controller and Battery Backup. Econolite has been awarded a purchasing agreement by the Maricopa County Department of Transportation, and this purchase is being procured by piggybacking on this agreement as allowed under the City of San Luis Code Purchasing Section 3.05.090 Cooperative Purchasing.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO APPROVE THE PURCHASE OF TRAFFIC SIGNAL MATERIALS AND EQUIPMENT FROM ECONOLITE CONTROL PRODUCTS IN THE AMOUNT OF \$71,462.76 AS PRESENTED IN THE FISCAL IMPACT OF THIS ITEM.

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:	Yes
CITY/STATE/FEDERAL FUNDS:	City
TOTAL:	\$71,462.75
BUDGETED AMOUNT:	See Fiscal Impact Statement
AVAILABLE AMOUNT TO TRANSFER:	N/A
ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE:	See Fiscal Impact Statement

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

Both projects are part of the FY 2024 HURF budget:

Econolite Control Products:

- Traffic Signal Cabinet/Controller and Backup Power
- Co. 22nd St. & Sidewinder Rd. \$35,731.38 Budget G/L Account - 200-210-90015 \$1,235,787
- Co. 22nd St. & 4th Ave. \$35,731.38 Budget G/L Account - 255-021-90051.228 \$1,068,809

Total Purchase: \$71,462.76

Attachments

Econolite Cooperative Purchasing Agreement No. 200125-C

Purchasing Agreement Renewal Letter

Econolite Proposal

SERIAL 200125-C TRAFFIC SIGNAL POLES AND COMPONENTS

DATE OF LAST REVISION: November 08, 2023 CONTRACT END DATE: November 30, 2025

CONTRACT PERIOD THROUGH NOVEMBER 30, ~~2021~~ 2023 2025

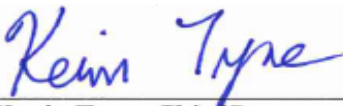
TO: All Departments

FROM: Office of Procurement Services

SUBJECT: Contract for **TRAFFIC SIGNAL POLES AND COMPONENTS**

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on **December 11, 2019**.

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.



Kevin Tyne, Chief Procurement Officer
Office of Procurement Services

LN/mm
Attach

Copy to: Office of Procurement Services
 Suzi Williams, MCDOT
 Efren Guevara, MCDOT
 Martie Billings, MCDOT
 Kyle Randall, MCDOT

(Please remove Serial 13043-C from your contract notebooks)

ECONOLITE CONTROL PRODUCTS, INC., DEPT LA 24173 PASADENA, CA 91185-4173

SERIAL: 200125-C	
NIGP CODE: 55089	
RESPONDENT'S NAME:	Econolite Control Products, Inc.
COUNTY VENDOR NUMBER:	VC0000009491
ADDRESS:	Dept LA 24173 Pasadena, CA 91185-4173 1250 N. Tustin Avenue Anaheim, CA 92807
P.O. ADDRESS:	
TELEPHONE NUMBER:	714-630-3700
FACSIMILE NUMBER:	714-630-5120
WEB SITE:	www.econolite.com
CONTACT (REPRESENTATIVE):	Lori MacIntyre
REPRESENTATIVE'S E-MAIL ADDRESS:	Lmacintyre@econolite.com

	YES	NO
WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT:	☒ [X]	☐ []
WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:	☒ [X]	☐ []

PAYMENT TERMS: [X]NET 30 DAYS

Title	Unit Price	Qty	UofM	Bidder Notes
Traffic & Standard Signal Poles-Provide Catalogs	\$222,161.30	1	each	Freight Charges to applied for Poles section only based on weight of the poles and quantities ordered. Freight to be determined at time of the order.
Traffic Signal Hardware-Provide Catalog	\$159,003.00	1	each	
Traffic Signal Controllers-Provide Catalog	\$55,650.00	1	each	
Traffic Signal Controller Cabinets-Provide Catalog	\$118,844.11	1	each	
Videodetection Systems-Provide Catalog	\$18,802.31	1	each	

Removed Eff. 12-01-2023

200125-Econolite-Attachment-D-Controller-Cabinets.pdf

200125-Econolite-Attachment-D-Signal-Controllers.pdf

200125-Econolite-Attachment-D-Signal-Hardware.pdf

200125-Econolite-Attachment-D-Signal-Poles.pdf

200125-Econolite-Attachment-D-VideoDetection.pdf

ECONOLITE CONTROL PRODUCTS, INC

Added Effective 12-01-2023

ATTACHMENT D ADDITIOANL PRICING

Type of Poles & Associated Components	PARTS CATALOG DESIGNATION & DATE Date 10/28/2019	CATALOG DISCOUNT PRICE FROM LIST PRICE		PERCENT DIFFERENCE FORM CONTRACTOR'S PRICE		
Categories:	Part Code	Catalog List Price	% Discount	Sell Price After Discount	Est Shipping	Weight
Type A	4738-Type-A-14	\$1,064.00	5%	\$1,010.80	180	lbs
	4738-Type-A-16	\$1,182.00	5%	\$1,122.90	210	lbs
	4738-Type-A-18	\$1,528.00	5%	\$1,451.60	310	lbs
Type E	4740-Type-E	\$7,832.00	5%	\$7,440.40	300	lbs
	4740-E-MA-12	\$1,514.00	5%	\$1,438.30	90	lbs
	4740-E-MA-15	\$1,540.00	5%	\$1,463.00	110	lbs
	4740-E-MA-18	\$1,632.00	5%	\$1,550.40	135	lbs
	4740-E-MA-20	\$1,806.00	5%	\$1,715.70	175	lbs
Type F	4741-Type-F	\$10,162.00	5%	\$9,653.90	450	lbs
	4741-F-MA-6	\$1,414.00	5%	\$1,343.30	45	lbs
	4741-F-MA-8	\$1,428.00	5%	\$1,356.60	55	lbs
	4741-F-MA-10	\$1,440.00	5%	\$1,368.00	65	lbs
	4741-F-MA-12	\$1,478.00	5%	\$1,404.10	95	lbs
	4741-F-MA-15	\$1,502.00	5%	\$1,426.90	115	lbs
	4741-F-MA-18	\$1,640.00	5%	\$1,558.00	140	lbs
	4741-F-MA-20	\$1,806.00	5%	\$1,715.70	175	lbs
Type J	4742-Type-J	\$12,190.00	5%	\$11,580.50	675	lbs
	4742-J-MA-20	\$4,480.00	5%	\$4,256.00	300	lbs
	4742-J-MA-25	\$4,682.00	5%	\$4,447.90	335	lbs
	4742-J-MA-30	\$5,110.00	5%	\$4,854.50	425	lbs
	4742-J-MA-35	\$6,232.00	5%	\$5,920.40	640	lbs
	4742-J-MA-40	\$6,762.00	5%	\$6,423.90	760	lbs
Type Q	4743-Type-Q	\$13,488.00	5%	\$12,813.60	1050	lbs
	4743-Q-LMA-15	\$1,484.00	5%	\$1,409.80	100	lbs
	4743-Q-LMA-20	\$1,806.00	5%	\$1,715.70	175	lbs
	4743-Q-SMA-20	\$4,480.00	5%	\$4,256.00	300	lbs
	4743-Q-SMA-25	\$4,682.00	5%	\$4,447.90	335	lbs
	4743-Q-SMA-30	\$5,108.00	5%	\$4,852.60	425	lbs
	4743-Q-SMA-35	\$6,232.00	5%	\$5,920.40	640	lbs
	4743-Q-SMA-40	\$6,762.00	5%	\$6,423.90	760	lbs
Type K	4748-Type-K	\$14,716.00	5%	\$13,980.20	925	lbs
	4748-K-MA-45	\$12,768.00	5%	\$12,129.60	1100	lbs
	4748-K-MA-45	\$12,894.00	5%	\$12,249.30	1200	lbs
	4748-K-MA-45	\$13,020.00	5%	\$12,369.00	1300	lbs

ECONOLITE CONTROL PRODUCTS, INC

Hardware & Fittings					
Electronic Components		Catalog List Price	UOM	% Discount	Sell Price After Discount
Part Number	Date: 10/28/19 Description				
44623P5	FLASHER, 2 CKT 15A SOLID STATE 810	\$44.00	Ea	35%	\$28.60
1084-020	Power Supply 1.25 Amp	\$425.00	Ea	35%	\$276.25
1084-046	Power Supply 5 Amp	\$872.00	Ea	35%	\$566.80
1084-049	Power Supply 3 Amp	\$395.00	Ea	35%	\$256.75
1084-050	Power Supply 3 Amp ECPI	\$395.00	Ea	35%	\$256.75
NO BID	Tee, 1-1/2" reamed w/set screw				
NO BID	Pole, PB5100-L				
E1001P2F	Elbow, 1-1/2" reamed w/set screw	\$11.00	Ea	35%	\$7.15
E1004P2F	Elbow, 1-1/2" serrated, one port	\$22.00	Ea	35%	\$14.30
NO BID	Tee, 1-1/2" reamed on outlet w/set screw				
NO BID	Tee, 1-1/2" reamed on run 1 port				
NO BID	Door, Horiz term comp				
NO BID	Hub Plate				
NO BID	Terminal Compartment				
NO BID	Nipple				
NO BID	Coupling				
E1205P5	Ornament Cap, short	\$4.00	Ea	35%	\$2.60
E1206P5	Ornament Cap, long	\$4.70	Ea	35%	\$3.06
NO BID	Post top adapter				
NO BID	Elbow				
NO BID	Lock Nipple				
NO BID	Post top adapter				
NO BID	Mast Arm				
NO BID	Pole Plate				
44623P8	FLASHER, 2 CKT 15A SOLID STATE 204	\$45.00	Ea	35%	\$29.25
31637P11	Surge Arrestor Edco SHA-1210-IRS	\$236.00	Ea	35%	\$153.40
44665G55	Detector Card LM-622-E	\$181.00	Ea	35%	\$117.65
160-1003-501	BIU (Bus Interface Unit)	\$230.00	Ea	35%	\$149.50
1133-141	MMU2-16LEip	\$1,943.00	Ea	35%	\$1,262.95
37006P2	Load Switches 510	\$42.00	Ea	35%	\$27.30
1084-003	Power Supply 1.25 Amp ECPI PS-200	\$436.00	Ea	35%	\$283.40
NO BID	Police Manual PB - 12'				
9464238P2	Police Manual PB - 6'	\$38.00	Ea	35%	\$24.70
NO BID	Police Manual PB - 3'	\$80.00	Ea	0%	\$80.00

ECONOLITE CONTROL PRODUCTS, INC

	MS-5005-CCF-PNC Flash Drive, 2	\$100.00			
	GB, Custom Configuration-Flash				
Intellicross-XXX	Drive, IntelliCross		Ea	0%	\$100.00
	MS-5005-CCP-4-PNC Flash Drive, 2	\$120.00			
	GB, Custom Configuration-Pelco				
Intellicross-XXX	Added for 4 Buttons, IntelliCross		Ea	0%	\$120.00
	MS-5005-CVMCF-PNC Flash Drive,	\$140.00			
	2 GB, Custom Voice Message &				
	Configuration-Flash Drive,				
Intellicross-XXX	IntelliCross		Ea	0%	\$140.00
	MS-5005-CVMCP-2-PNC Flash	\$460.00			
	Drive, 2 GB, Custom Voice Message				
	& Configuration-Pelco Added for 2				
Intellicross-XXX	Buttons, IntelliCross		Ea	0%	\$460.00
	MS-5005-CVMCP-4-PNC Flash	\$840.00			
	Drive, 2 GB, Custom Voice Message				
	& Configuration-Pelco Added for 4				
Intellicross-XXX	Buttons, IntelliCross		Ea	0%	\$840.00
	MS-5005-CVMCP-6-PNC Flash	\$1,300.00			
	Drive, 2 GB, Custom Voice Message				
	& Configuration-Pelco Added for 6				
Intellicross-XXX	Buttons, IntelliCross		Ea	0%	\$1,300.00
	MS-5005-CVMCP-8-PNC Flash	\$1,400.00			
	Drive, 2 GB, Custom Voice Message				
	& Configuration-Pelco Added for 8				
Intellicross-XXX	Buttons, IntelliCross		Ea	0%	\$1,400.00
	MS-5005-CVMCP-10-PNC Flash	\$80.00			
	Drive, 2 GB, Custom Voice Message				
	& Configuration-Pelco Added for 10				
Intellicross-XXX	Buttons, IntelliCross		Ea	0%	\$80.00
	MS-5005-CVMF-PNC Flash Drive, 2	\$48.00			
	GB, Custom Voice Message-Flash				
Intellicross-XXX	Drive, IntelliCross		Ea	0%	\$48.00
	SE-2171-PNC Adapter Assy, 9" x 12",	\$48.00			
Intellicross-XXX			Ea	0%	\$48.00
	SE-2171-PXX Adapter Assy, 9" x	\$60.00			
	12", IntelliCross, Alum, Powder				
Intellicross-XXX	Coated (Specify Color)		Ea	0%	\$60.00
	SE-2174-PNC Adapter Assy, 9" x 15",	\$35.00			
Intellicross-XXX			Ea	0%	\$35.00
	SE-2174-PXX Adapter Assy, 9" x	\$35.00			
	15", IntelliCross, Alum, Powder				
Intellicross-XXX	Coated (Specify Color)		Ea	0%	\$35.00
	SE-2175-PNC Adapter Assy, 9" x 3", IntelliCross,	\$180.00			

ECONOLITE CONTROL PRODUCTS, INC

Intellicross-XXX			Ea	0%	\$180.00
	SE-2175-PXX Adapter Assy, 9" x 3",	\$180.00			
	IntelliCross, Alum, Powder Coated				
Intellicross-XXX	(Specify Color)		Ea	0%	\$180.00
	SE-2180-04-PNC Mounting Assy,	\$200.00			
	Push Button Extender w/ 4" Nipple				
Intellicross-XXX	for IntelliCross Stations, Alum		Ea	0%	\$200.00
	SE-2180-06-PNC Mounting Assy, Push	\$200.00			
Intellicross-XXX	for IntelliCross Stations, alum		Ea	0%	\$200.00
	SE-2180-12-PNC Mounting Assy,	\$60.00			
	Push Button Extender w/ 12" Nipple				
Intellicross-XXX	for IntelliCross Stations, Alum		Ea	0%	\$60.00
	SE-2180-16-PNC Mounting Assy,	\$120.00			
	Push Button Extender w/ 16" Nipple				
Intellicross-XXX	for IntelliCross Stations, Alum		Ea	0%	\$120.00
	SE-2526-PNC..... Installation Driver Kit,	\$1,700.00			
Intellicross-XXX			Ea	0%	\$1,700.00
	SE-2900-PXX APS Assy, Intelli-	\$18.00			
	Cross w/ Single Arrow, for 5" x 7-3/4"				
	Sign, Alum, Powder Coated (Specify				
Intellicross-XXX	Color)		Ea	0%	\$18.00
	SE-2901-PXX APS Assy, Intelli-	\$18.00			
	Cross, Custom Configured w/ Single				
	Arrow, for 5" x 7-3/4" Sign, Alum,				
	Powder Coated (Specify Color) (See				
Intellicross-XXX	note below).....		Ea	0%	\$18.00
	SE-6170-2-P33 Arrow, Double for	\$3,400.00			
	APS IntelliCross Push Button, w/				
Intellicross-XXX	Hardware, Alum, Gloss Black		Ea	0%	\$3,400.00
	SE-6172-PNC CIU, Communication	\$6.00			
	Interface Unit, Compact for APS				
Intellicross-XXX	button		Ea	0%	\$6.00
	SE-6175-PNC Noise Baffle, APS, AP Armaflex	\$240.00			
Intellicross-XXX			Ea	0%	\$240.00
	SE-6186-PNC External Speaker	\$580.00			
	Beacon, for Intelli-Cross, 4-Terminal				
Intellicross-XXX	Plug, 9' 6" Lead		Ea	0%	\$580.00
	SE-6190-PNC ...PIM, Power	\$8,000.00			
	Interface Module 2.0, APS				
Intellicross-XXX	IntelliCross Button		Ea	0%	\$8,000.00
	SP-1055-TX-2-S-PXX Standard 2	\$10,000.00			
	Button APS Kit, IntelliCross w/ Single				
	Arrow, CIU-C, Flash Drive, 9" X 15"				

ECONOLITE CONTROL PRODUCTS, INC

Intellicross-XXX	Signs and Adapters, Alum		Ea	0%	\$10,000.00
	SP-1055-TX-4-S-PXX Standard 4	\$8,000.00			
	Button APS Kit, IntelliCross w/ Single				
	Arrow, CIU-C, Flash Drive, 9" X 15"				
Intellicross-XXX	Signs and Adapters, Alum		Ea	0%	\$8,000.00
	SP-1055-TX-6-S-PXX Standard 6	\$8,560.00			\$8,560.00
	Button APS Kit, IntelliCross w/ Single				
	Arrow, CIU-C, Flash Drive, 9" X 15"				
Intellicross-XXX	Signs and Adapters, Alum		Ea	0%	
	SP-1055-TX-7-S-PXX.....Standard 7	\$18,000.00			\$18,000.00
	Button APS Kit, IntelliCross w/ Single				
	Arrow, CIU-C, Flash Drive, 9" X 15"				
Intellicross-XXX	Signs and Adapters, Alum		Ea	0%	
	SP-1055-TX-8-S-PXX Standard 8	\$22,500.00			\$22,500.00
	Button APS Kit, IntelliCross w/ Single Arrow, CIU-C, Flash Drive, 9" X 15" Signs and Adapters, Alum				
Intellicross-XXX			Ea	0%	
	SP-1055-TX-10-S-PXX Standard 10	\$27,000.00			\$27,000.00
	Button APS Kit, IntelliCross w/ Single Arrow, CIU-C, Flash Drive, 9" X 15" Signs and Adapters, Alum				
Intellicross-XXX			Ea	0%	
	SP-1055-TX-12-S-PXX Standard 12	\$35,000.00			\$35,000.00
	Button APS Kit, IntelliCross w/ Single Arrow, CIU-C, Flash Drive, 9" X 15" Signs and Adapters, Alum				
Intellicross-XXX			Ea	0%	
	SP-1055-TX-16-S-PXX Standard 16	\$8,000.00			\$8,000.00
	Button APS Kit, IntelliCross w/ Single Arrow, CIU-C, Flash Drive, 9" X 15" Signs and Adapters, Alum				
Intellicross-XXX			Ea	0%	
	SP-1055-TX-2-C-PXX Custom 2	\$19,000.00			\$19,000.00
	Button APS Kit, IntelliCross w/ Single Arrow, CIU-C, Flash Drive, 9" X 15" Signs and Adapters, Alum				
Intellicross-XXX			Ea	0%	
	SP-1055-TX-8-C-PXX Custom 8	\$23,000.00			\$23,000.00
	Button APS Kit, IntelliCross w/ Single Arrow, CIU-C, Flash Drive, 9" X 15" Signs and Adapters, Alum				
Intellicross-XXX			Ea	0%	

ECONOLITE CONTROL PRODUCTS, INC

	SP-1055-TX-10-C-PXX Custom 10	\$13,000.00			\$13,000.00
	Button APS Kit, IntelliCross w/ Single Arrow, CIU-C, Flash Drive, 9" X 15" Signs and Adapters, Alum				
Intellicross-XXX			Ea	0%	
	SP-1055-TX-12-C-PXX Custom 12	\$35,000.00			\$35,000.00
	Button APS Kit, IntelliCross w/ Single Arrow, CIU-C, Flash Drive, 9" X 15" Signs and Adapters, Alum				
Intellicross-XXX			Ea	0%	

PARTS CATALOG DESIGNATION & DATE		DISCOUNT PRICE FROM LIST PRICE	
Category:	Date: 10/28/2019		
Controller Cabinets			
Part Number	Description	Catalog List Price	UOM
TBD	TS2-Type 1 Plug-N-Go P44"	\$11,274.00	EA
TBD	TS2-Type 1 Plug-N-Go R77"	\$13,440.00	EA
TBD	TS2-Type 1 Plug-N-Go P44"	\$13,440.00	EA
ATCCTBD	ATC Cabinet R77 Painted Solar application 16/48	\$12,477.00	EA
44693G234	32 Channel CMU ATCC 48VDC	\$435.00	EA
44693G235	ATCC SIU ITS Serial Interface	\$154.00	EA
44693G237	ATCC High Density SP 48VDC	\$139.00	EA
44693G238	CMU Auxiliary Display Unit	\$322.00	EA
44665G88	4-Channel Detectors	\$153.00	EA
SK3051P8	Extender Base for P or R Cabinets 18"	\$1,040.00	EA
SK3051P6	Extender Base for P or R Cabinets 12"	\$336.00	EA
SK3051P3	Extender Base for P or R Cabinets 15"	\$414.00	EA
171-1910-501	Cabinet Tester 8 4 4	\$722.00	EA
171-1910-502	Cabinet Tester 8 4 4 FYA	\$722.00	EA
171-1910-503	Cabinet Tester 8 4 4 FYA	\$722.00	EA
171-1910-504	Cabinet Tester 8 4 4	\$722.00	EA
171-1910-505	Cabinet Tester 8 4 4 FYA	\$722.00	EA
171-1910-507	Cabinet Tester 16 Channel *recommended	\$722.00	EA
BIU-700	BIU (Bus Interface Unit)	\$519.00	EA
744500010	DC ISOLATOR, 242, PDC DCI-82	\$57.00	EA
764200025	206L P/S	\$225.00	EA
33550G3	ASSY, CABLE, TS2, RS-485	\$67.00	EA
219-1013-001	CABLE, DATA & PWR, 1000'	\$2.05	FT

ECONOLITE CONTROL PRODUCTS, INC

54408P38	RELAY 120VAC 3PDT 5 AMP	\$38.00	EA
44665G55	Detector 2 channel RM	\$181.00	EA
44665G59	Detector 2 channel RM W/Timing	\$242.00	EA
44623P5	FLASHER, 2 CKT 15A SOLID STATE 810	\$44.00	EA
44623P8	FLASHER, 2 CKT 15A SOLID STATE 204	\$45.00	EA
37006P2	Load Switches 510	\$42.00	EA
44623P5	FLASHER, 2 CKT 15A SOLID STATE	\$44.00	EA
54408P38	RELAY 120VAC 3PDT 5 AMP	\$38.00	EA
1133-128	MMU2-16LEip	\$1,943.00	EA
1133-141	MMU2-16LEip-E	\$1,943.00	EA
1133-138	MMU2-16LE	\$1,637.00	EA
1133-184	MMU2-16LE-E	\$1,637.00	EA
1133-342	MMU Programming Card MMU2-16LE-PGM-CARD	\$107.00	EA
MMU-EXT	MMU Program Card Cabinet Testing	\$383.00	EA
1084-003	Power Supply 1.25 Amp ECPI	\$436.00	EA
1084-020	Power Supply 1.25 Amp	\$425.00	EA
1084-046	Power Supply 5 Amp	\$872.00	EA
1084-049	Power Supply 3 Amp	\$395.00	EA
1084-050	Power Supply 3 Amp ECPI	\$395.00	EA
756700010	Detector Safetran LM222	\$113.00	EA
756700020	Detector Safetran LMD222	\$113.00	EA
44623P11	Flashers Safetran	\$34.00	EA
744500040	Isolators DC Safetran	\$52.00	EA
37006P5	Load Switch Safetran	\$37.00	EA
1084-044	Power Supply 5 Amp Safetran PS206L-SF	\$296.00	EA
1133-042	Power Supply 5 Amp Safetran PS206L-SF Rack Mount	\$665.00	EA
764200025	Power Supply 5 Amp Safetran TC206L	\$225.00	EA
767104800	Flash Transfer Relay (FTR) Safetran	\$36.00	EA
1089-201	Zinc Blue 2 Inverter	\$3,629.00	EA
1089-202	Zinc Blue 2 Hinge Battery	\$3,814.00	EA
1089-204	Zinc Blue 2 Nema Battery	\$3,814.00	EA
ZB2-AC-Cable-INT	Zinc Blue 2 AC Power Cable	\$69.00	EA
ZB2-AC-Cable-Chain	Zinc Blue 2AC Power Cable Daisy Chain	\$65.00	EA
ZB2-DC-Cable	Zinc Blue 2 DC Cable	\$389.00	EA
ZB2-Power-Cover	Zinc Blue 2 Cover AC	\$7.50	EA
UPS-3439ASM	Zinc Blue 2 Brackets Under shelf	\$165.00	EA
1089-220	Zinc Blue 2 PIM	\$963.00	EA
Speedy Sleeve	Zinc Blue 2 Speedy Sleeve	\$30.00	EA
Spacer Bar	Zinc Blue 2 Spacer Bar	\$15.00	EA
TBS KIT	Zinc Blue 2 Incoming Power Block	\$124.00	EA

ECONOLITE CONTROL PRODUCTS, INC

STCAB2656	341A ANOD CAB ARIZONA	\$4,453.00	EA
9464238P10	MANUAL SWITCH, SPST, 72" L	\$110.00	EA
34030G1	ASSY, DETECTOR RACK, 16 CH,TS1	\$588.00	EA
142-1002-501	ASSY, APPLICATIONS	\$692.00	EA
43029P2	QUENCHARC 47 OHM 1uF	\$34.00	EA
43029P2	QUENCHARC 47 OHM 1uF	\$34.00	EA
45010G8	ASSEMBLY, LOAD RESISTOR	\$41.00	EA
43029P2	QUENCHARC 47 OHM 1uF	\$33.00	EA
9464238P10	MANUAL SWITCH, SPST, 72" L	\$19.00	EA
171-1804-501	ASSY, CABLE, SDLC EXTENSION, 6'	\$59.75	EA
171-1153-501	ASSY, HUB, SDLC, DB15, 7 CONN	\$166.00	EA
171-1164-502	ASSY, CABLE, DET TEST P2-MALE P4	\$115.50	EA
A700-1166-01	ASSY, ACP PRIMARY MODEL	\$2,859.00	EA
1080-008	GALAXY FIELD PROGRAMMING UNIT	\$440.00	EA
171-1369-502	GPS Garmin , 16X, W/DB25 CABLE	\$671.00	EA
AX5-I	AXIOM SINGLE RADIO	\$3,990.00	EA
BT-ETH	BlueToad Ethernet System	\$4,000.00	EA
CAT-5-75	75' Cat-5 Cable	\$70.00	EA
CAT-5-150	150' Cat-5 Cable	\$110.00	EA
RT-#of Years	1-Year System Services filtering and displaying data Priced annually	\$660.00	Ea
SE-2119-PNC	Cover Assy, Round Passport Push Button, Piezo, Alum	\$114.40	Ea
	Cover Assy, Round Passport Push Button, Piezo, Alum, Powder Coated		
SE-2119-PXX	(Specify Color)	\$114.40	Ea
SE-2119-P29	Cover Assy, Round Passport Push Button, Piezo, Alum, Federal Yellow	\$114.40	Ea
SE-2119-P33	Cover Assy, Round Passport Push Button, Piezo, Alum, Gloss Black	\$114.40	Ea
SE-2119-LCH-PNC	Cover Assy, Round Passport Push Button, Piezo, Latching, Alum	\$114.40	Ea
	Cover Assy, Round Passport Push Button, Piezo, Latching, Alum, Powder		
SE-2119-LCH-PXX	Coated (Specify Color)	\$114.40	Ea
SE-2120-PNC	Passport Push Button Assy, Piezo, Round Pole Mount, Alum	\$133.50	Ea
	Passport Push Button Assy, Piezo, Round Pole Mount, Alum, Powder Coated		
SE-2120-PXX	(Specify Color)	\$133.50	Ea
SE-2120-LCH-PNC	Passport Push Button Assy, Piezo Latching, Round Pole Mount, Alum	\$133.50	Ea
	Passport Push Button Assy, Piezo Latching, Round Pole Mount, Alum,		
SE-2120-LCH-PXX	Powder Coated (Specify Color)	\$133.50	Ea

ECONOLITE CONTROL PRODUCTS, INC

SE-2120-P29	Passport Push Button Assy, Piezo, Round Pole Mount, Alum, Federal Yellow	\$133.50	Ea
SE-2120-P33	Passport Push Button Assy, Piezo, Round Pole Mount, Alum, Gloss Black	\$133.50	Ea
SE-2120-P34	Passport Push Button Assy, Piezo, Round Pole Mount, Alum, Flat Black	\$133.50	Ea
SE-2154-PNC	Passport Push Button Assy, Piezo, Round Flat Back, Alum	\$131.50	Ea
	Push Button Station Assy w/o Cable Guide, 5" x 7" w/ Passport Piezo Cover,		
SE-2155-PNC	Alum	\$162.30	Ea
	Push Button Station Assy w/ Cable Guide, 5" x 7" w/ Passport Piezo Cover,		
SE-2156-PNC	Alum	\$162.30	Ea
	Push Button Station Assy w/o Cable Guide, 9" x 12" w/ Passport Piezo Cover,		
SE-2159-PNC	Alum	\$195.00	Ea
	Push Button Station Assy w/ Cable Guide, 9" x 12" w/ Passport Piezo Cover,		
SE-2160-PNC	Alum	\$195.00	Ea
	Cover Assy w/ Directional Arrow, Passport Push Button, Piezo, Latching,		
SE-2161-1-LCH-PNC	Alum	\$166.90	Ea
	Cover Assy w/ Directional Arrow, Passport Push Button, Piezo, Latching,		
SE-2161-1-LCH-PXX	Alum, Powder Coated (Specify Color)	\$166.90	Ea
	Cover Assy w/ Directional Arrow, Passport Push Button, Piezo, Alum, Gloss		
SE-2161-1-P33	Black	\$166.90	Ea
SE-2161-1-PNC	Cover Assy w/ Directional Arrow, Passport Push Button, Piezo, Alum	\$166.90	Ea
	Cover Assy w/ Directional Arrow, Passport Push Button, Piezo, Latching,		
SE-2161-2-LCH-PNC	Alum, Powder Coated (Specify Color)	\$166.90	Ea
	Cover Assy w/ Directional Arrow, Passport Push Button, Piezo, Latching,		
SE-2161-2-LCH-PXX	Alum, Powder Coated (Specify Color)	\$166.90	Ea
	Cover Assy w/ Directional Arrow, Passport Push Button, Piezo, Latching,		
SE-2161-2-PNC	Alum, Powder Coated (Specify Color)	\$166.90	Ea
	Cover Assy w/ Directional Arrow, Passport Push Button, Piezo, Latching,		
SE-2161-2-PXX	Alum, Powder Coated (Specify Color)	\$166.90	Ea
	Push Button Assy w/ Directional Arrow, Passport Piezo, Pole Mnt, Alum,		
SE-2162-1-P29	Federal Yellow	\$210.20	Ea
	Push Button Assy w/ Directional Arrow, Passport Piezo, Pole Mnt, Alum,		

ECONOLITE CONTROL PRODUCTS, INC

SE-2162-1-P33	Gloss Black	\$210.20	Ea
SE-2162-1-PNC	Push Button Assy w/ Directional Arrow, Passport Piezo, Pole Mnt, Alum	\$210.20	Ea
	Push Button Assy w/ Directional Arrow, Passport Piezo, Pole Mnt, Alum,		
SE-2162-1-PXX	Powder Coated (Specify Color)	\$210.20	Ea
SE-2163-PXX	Push Button Assy w/ Directional Arrow, Passport Piezo, Flat Mnt, Alum,	\$234.90	Ea
SE-2164-PNC	Cover Assy, Round Passport Push Button, Piezo, w/o LED, Alum	\$108.60	Ea
	Cover Assy, Round Passport Push Button, Piezo, w/o LED, Alum, Powder		
SE-2164-PXX	Coated (Specify Color)	\$108.60	Ea
	Cover Assy, Round Passport Push Button, Piezo, w/o LED, Alum, Federal		
SE-2164-P29	Yellow	\$108.60	Ea
SE-2165-PNC	Passport Push Button Assy, Piezo, w/o LED, Round Pole Mount, Alum	\$126.90	Ea
	Passport Push Button Assy, Piezo, w/o LED, Round Pole Mount, Alum,		
SE-2165-PXX	Powder Coated (Specify Color)	\$126.90	Ea
	Passport Push Button Assy, Piezo, w/o LED, Round Pole Mount, Alum,		
SE-2165-P29	Federal Yellow	\$126.90	Ea
SE-2170-PNC	Passport Push Button Assy, Piezo, 4-Hole Round Pole Mount, Alum	\$131.50	Ea
	Passport Push Button Assy, Piezo, 4-Hole Round Pole Mount, Alum, Powder		
SE-2170-PXX	Coated (Specify Color)	\$131.50	Ea
SE-2170-LCH-PNC	Latching, Passport Push Button Assy, Piezo, 4-Hole Round Pole Mount, Alum Latching, Passport Push Button Assy, Piezo, 4-Hole Round Pole Mount, Alum,	\$131.50	Ea
SE-2170-LCH-PXX	Powder Coated (Specify Color)	\$131.50	Ea
	Latching, Passport Push Button Assy, Piezo, 4-Hole Round Pole Mount, Single		
SE-2170-LCH-1-PXX	Arrow, Alum, Powder Coated (Specify Color)	\$131.50	Ea
	Latching, Passport Push Button Assy, Piezo, 4-Hole Round Pole Mount,		
SE-21720-LCH-2-PXX	Double Arrow, Alum, Powder Coated (Specify Color)	\$131.50	Ea
SE-2171-PNC	Adapter Assy, 9" x 12", IntelliCross, Alum	\$131.50	Ea
SE-2171-PXX	Adapter Assy, 9" x 12", IntelliCross, Alum, Powder Coated (Specify Color)	\$131.50	Ea
SE-2172-PNC	Cover Assy, 4-Hole Round Passport Push Button, Piezo, Alum	\$114.40	Ea
	Cover Assy, 4-Hole Round Passport Push Button, Piezo, Alum, Powder		

ECONOLITE CONTROL PRODUCTS, INC

SE-2172-PXX	Coated (Specify Color)	\$114.40	Ea
SE-2172-LCH-PNC	Cover Assy, Latching, 4-Hole Round Passport Push Button, Piezo, Alum	\$114.40	Ea
	Cover Assy, Latching, 4-Hole Round Passport Push Button, Piezo, Alum,		
SE-2172-LCH-PXX	Powder Coated (Specify Color)	\$114.40	Ea
	Cover Assy, Latching, 4-Hole Round Passport Push Button, Piezo, Single		
SE-2172-LCH-1-PXX	Arrow, Alum, Powder Coated (Specify Color)	\$114.40	Ea
	Cover Assy, Latching, 4-Hole Round Passport Push Button, Piezo, Double		
SE-2172-LCH-2-PXX	Arrow, Alum, Powder Coated (Specify Color)	\$114.40	Ea
	Push Button Station Assy w/o Cable Guide, 9" x 12" w/ Passport Piezo Cover		
SE-2177-PXX	w/o LED, Alum, Powder Coated (Specify Color)	\$190.20	Ea
SE-2178-PNC	Passport Push Button Assy, Piezo w/o LED, 4-Hole Round Pole Mount, Alum	\$131.50	Ea
SE-2179-PNC	Cover Assy, 4-Hole Round Passport Push Button, Piezo w/o LED, Alum	\$136.40	Ea
	Cover Assy, 4-Hole Round Passport Push Button, Piezo w/o LED, Alum,		
SE-2179-PXX	Powder Coated (Specify Color)	\$136.40	Ea
	Cover Assy, Rectangular Passport Push Button, Piezo, Alum, Powder Coated		
SE-2182-PXX	(Specify Color)	\$117.30	Ea
	Passport Push Button Assy, Piezo Rectangular, Pole Mount, Alum, Powder		
SE-2183-PXX	Coated (Specify Color)	\$146.00	Ea
	Cover Assy, 4-Hole Round Passport Push Button, Piezo w/ 2 Sets of		
SP-4072-PXX	Hardware, Alum, Powder Coated (Specify Color)	\$190.20	Ea
Sub Total		\$111,844.60	

COBALT Price List

COB21100210000	COBALT G-SERIES, TS1, NO RECEPTACLE NO DATAKEY, FSK CARD 9-PIN	\$4,216.50
COB21100310000	COBALT G-SERIES, TS1, NO RECEPTACLE NO DATAKEY, FSK CARD 25-PIN	\$4,216.50
COB2110110000	COBALT G-SERIES, TS1, RECEPTACLE NO DATAKEY, NO COMM CARD	\$3,730.50
COB2110110000	COBALT G-SERIES, TS1, RECEPTACLE NO DATAKEY, NO COMM CARD	\$3,142.50
COB2110210000	COBALT G-SERIES, TS1, RECEPTACLE NO DATAKEY, FSK CARD 9-PIN	\$4,339.50

ECONOLITE CONTROL PRODUCTS, INC

COB21120110000	COBALT G-SERIES, TS1, RECEPTACLE WITH 8MB DATAKEY, NO COMM CARD	\$3,768.00
COB21120210000	COBALT G-SERIES, TS1, RECEPTACLE WITH 8MB DATAKEY, FSK CARD 9-PIN	\$4,377.00
COB21120310000	COBALT G-SERIES, TS1, RECEPTACLE WITH 8MB DATAKEY, FSK CARD 25-PIN	\$4,377.00
COB21130110000	COBALT G-SERIES, TS1, RECEPTACLE WITH 32MB DATAKEY, NO COMM CARD	\$3,809.25
COB21130310000	COBALT G-SERIES, TS1, RECEPTACLE WITH 32MB DATAKEY, FSK CARD 25-PIN	\$4,418.25
COBC10100000000000	COBALT C-SERIES SM EOS CV TS2-T1 CONTROLLER	\$2,856.75
COBC10121300000000	COBALT C-SERIES SM EOS V3.2.13 TS2-T1 CONTROLLER	\$2,856.75
COBC10121400000000	COBALT C-SERIES SM EOS V3.2.14 TS2-T1 CONTROLLER	\$2,856.75
COBC11100000000000	COBALT C-SERIES SM EOS TS2-T1 CONTROLLER	\$2,979.75
COBC11100000000000	COBALT C-SERIES SM EOS TS2-T1 CONTROLLER	\$2,744.25
COBC12100000000000	COBALT C-SERIES SM EOS CV TS2-T1 8MB DATAKEY	\$3,017.25
COBC12121200000000	COBALT C-SERIES SM EOS 3.2.12 TS2-T1 8MB DATAKEY	\$3,017.25
COBC12121300009200	COBALT C-SERIES SM EOS 3.2.13 TS2-T1 8MB DATAKEY 9200 CONFIG	\$3,017.25
COBC13100000000000	COBALT C-SERIES SM EOS CV TS2-T1 32MB DATAKEY	\$3,058.50
COBC20100000000000	COBALT C-SERIES SM EOS TS1/TS2-2 NO RECEPT NO DATAKEY NO COMM	\$3,041.25
COBC20121400000000	COBALT C-SERIES SM EOS TS1/TS2-2 NO RECEPTACLE NO COMM	\$3,041.25
COBC21100000000000	COBALT C-SERIES SM EOS TS1/TS2-2 RECEPT NO DATAKEY NO COMM	\$3,164.25
COBC21100000000000	COBALT C-SERIES SM EOS TS1/TS2-2 RECEPT NO DATAKEY NO COMM	\$2,933.25
COBC21100050020000	COBALT C-SERIES SM EOS CV W/PM 5002 DATABASE TS1/TS2-2 RECEPT	\$3,164.25
COBC21621000000000	COBALT C-SERIES SM EOS V3.2.10 TS1/TS2-2 RECEPT 2B+ ATCC CARD	\$3,610.50
COBC22100000000000	COBALT C-SERIES SM EOS TS1/TS2-2 8MB DATAKEY NO COMM	\$3,201.75
COBC22120200009200	COBALT C-SERIES SM EOS V3.2.02 L9200 TS1/TS2-2 8MB DATAKEY	\$3,201.75
COBC22120700009200	COBALT C-SERIES SM EOS V3.2.07 L9200 TS1/TS2-2 8MB DATAKEY	\$3,201.75
COBC22121100000000	COBALT C-SERIES SM EOS V3.2.11 TS1/TS2-2 8MB DATAKEY NO COMM	\$3,201.75
COBC22121200000000	COBALT C-SERIES SM EOS V3.2.12 TS1/TS2-2 8MB DATAKEY	\$3,201.75

ECONOLITE CONTROL PRODUCTS, INC

COBC22121200009200	COBALT C-SERIES SM EOS V3.2.12 L9200 TS1/TS2-2 8MB DATAKEY	\$3,201.75
COBC22121300000000	COBALT C-SERIES SM EOS V3.2.13 TS1/TS2-2 8MB DATAKEY	\$3,201.75
COBC22121300009200	COBALT C-SERIES SM EOS V3.2.13 L9200 TS1/TS2-2 8MB DATAKEY	\$3,201.75
COBC22121400000000	COBALT C-SERIES SM EOS V3.2.14 TS1/TS2-2 8MB DATAKEY	\$3,201.75
COBC22121500000000	COBALT C-SERIES SM EOS V3.2.15 TS1/TS2-2 8MB DATAKEY	\$3,201.75
COBC22121600000000	COBALT C-SERIES SM EOS V3.2.16 TS1/TS2-2 8MB DATAKEY	\$3,201.75
COBC22121800000000	COBALT C-SERIES SM EOS V3.2.18 TS1/TS2-2 8MB DATAKEY	\$3,201.75
COBC22122000000000	COBALT C-SERIES SM EOS V3.2.20 TS1/TS2-2 8MB DATAKEY	\$3,201.75
COBC22124000000000	COBALT C-SERIES SM EOS V3.2.24 TS1/TS2-2 8MB DATAKEY	\$3,201.75
COBC22200000000000	COBALT C-SERIES SM EOS TS1/TS2-2 8MB KEY FSK 9/25 9-PIN TLM	\$3,810.75
COBC22300000000000	COBALT C-SERIES SM EOS TS1/TS2-2 8MB DATAKEY FSK 25-PIN	\$3,810.75
COBC22500000000000	COBALT C-SERIES SM EOS TS1/TS2-2 8MB DATAKEY RS-232 25-PIN	\$3,810.75
COBC23100000000000	COBALT C-SERIES SM EOS TS1/TS2-2 32MB DATAKEY	\$3,243.00
COBC23300000000000	COBALT C-SERIES SM EOS TS1/TS2-2 32MB DATAKEY FSK 25-PIN	\$3,852.00
COBCRM12100000000000	COBALT C-SERIES RM EOS 33X C1 NO PWR CORD 8MB DATAKEY NO COM	\$4,338.00
COBCRM12121600000000	COBALT C-SERIES RM EOS V3.2.16 33X C1 8MB DATAKEY	\$4,338.00
COBCRM21100000000000	COBALT C-SERIES RM EOS POWER CORD NO DATAKEY NO COMM	\$4,398.75
COBCRM21122400000000	COBALT C-SERIES RM EOS V3.2.24 33X C1 POWER CORD	\$4,398.75
COBCRM22100000000000	COBALT C-SERIES RM EOS CV C1 PWR CORD 8MB DATAKEY	\$4,439.25
COBCRM32121600000000	COBALT C-SERIES RM EOS V3.2.16 NEMA NO PWR CORD 8MB DATAKEY	\$4,338.00
COBCRM32121800000000	COBALT C-SERIES RM EOS V3.2.18 NEMA NO PWR CORD 8MB DATAKEY	\$4,338.00
COBCRM41100000000000	COBALT C-SERIES RM EOS NEMA W/POWER CORD NO DATAKEY NO COMM	\$4,398.75
COBCRM41121400000000	COBALT C-SERIES RM EOS V3.2.14 PWR CORD NO DATAKEY, NO COMM	\$4,398.75
COBCRM42121600000000	COBALT C-SERIES RM EOS V3.2.16 NEMA W/PWR CORD 8MB DATAKEY	\$4,439.25
COBG10100000000000	COBALT G-SERIES SM EOS CV TS2-T1 NO RECEPT/DATAKEY/COMM	\$3,444.00

ECONOLITE CONTROL PRODUCTS, INC

COBG11100000000000	COBALT G-SERIES SM EOS TS2-T1 CONTROLLER	\$3,567.00
COBG12100000000000	COBALT G-SERIES TS2-T1 EOS 8MB DATAKEY, NO COMM CARD	\$3,604.50
COBG12121100000000	COBALT G-SERIES TS2-T1 EOS 3.2.11 8MB DATAKEY, NO COMM CARD	\$3,604.50
COBG12600000000000	COBALT G-SERIES TS2-T1 EOS 8MB DATAKEY 2B+ATCC CARD	\$4,050.75
COBG13100000000000	COBALT G-SERIES SM EOS CV TS2-T1 32MB DATAKEY	\$3,645.75
COBG20100000000000	COBALT G-SERIES SM EOS TS1/TS2-2 NO RECAP NO DATAKEY NO COMM	\$3,669.00
COBG21100000000000	COBALT G-SERIES SM EOS TS1/TS2-2 RECAP NO DATAKEY NO COMM	\$3,792.00
COBG22100000000000	COBALT G-SERIES EOS TS1/TS2-2 8MB DATAKEY NO COMM	\$3,829.50
COBG22121100000000	COBALT G-SERIES SM EOS VER 3.2.11 TS1/TS2-2 8MB KEY NO COMM	\$3,829.50
COBG22121400000000	COBALT G-SERIES SM EOS VER 3.2.14 TS1/TS2-2 8MB KEY NO COMM	\$3,829.50
COBG22121600000000	COBALT G-SERIES SM EOS VER 3.2.16 TS1/TS2-2 8MB KEY	\$3,829.50
COBG22200000000000	COBALT G-SERIES SM EOS TS1/TS2-2 8MB DATAKEY, FSK 9-PIN TLM	\$4,438.50
COBG22300000000000	COBALT G-SERIES TS1 EOS 8MB DATAKEY FSK 25-PIN TLM	\$4,438.50
COBGRM11100000000000	COBALT G-SERIES EOS RACKMOUNT NO PWR CORD NO DATA KEY NO COM	\$4,800.00
COBGRM21100000000000	COBALT G-SERIES RM EOS 33X C1 POWER CORD NO DATA KEY NO COMM	\$4,920.00
COBGRM22100000000000	COBALT G-SERIES RM EOS, WITH PWR CORD, 8MB DATAKEY, NO COMM	\$4,960.50
COBGRM22100000005000	COBALT G-SERIES RM EOS 33X C1 L5000 POWER CORD 8MB DATAKEY	\$4,960.50
COBGRM22120400000000	COBALT G-SERIES RM EOS 3.2.4 PWR CORD 8MB DATAKEY NO COMM	\$4,960.50
COBGRM22121100000000	COBALT G-SERIES EOS RACKMOUNT W/PWR CORD 8MB DATAKEY NO COMM	\$4,960.50
COBGRM41100000000000	COBALT G-SERIES RM EOS NEMA W/PWR CORD	\$4,920.00
COBGRM42100000000000	COBALT G-SERIES RM EOS CV NEMA POWER CORD 8MB DATAKEY	\$4,960.50
COBRM11110110000	COBALT G-SERIES RACKMOUNT, NO PWR CORD, NO DATA KEY, NO COMM CARD	\$4,725.00
COBRM11120110000	COBALT G-SERIES RACKMOUNT, NO PWR CORD, 8MB DATAKEY, NO COMM CARD	\$4,765.50
COBRM11120310000	COBALT G-SERIES RACKMOUNT, NO PWR CORD, 8MB DATAKEY, FSK CARD 25-PIN	\$5,374.50

ECONOLITE CONTROL PRODUCTS, INC

COBRM21110110000	COBALT G-SERIES RACKMOUNT, WITH PWR CORD, NO DATA KEY, NO COMM CARD	\$4,833.75
COBRM21110110000	COBALT G-SERIES RACKMOUNT, WITH PWR CORD, NO DATA KEY, NO COMM CARD	\$3,662.64
COBRM21120110000	COBALT G-SERIES RACKMOUNT, WITH PWR CORD, 8MB DATAKEY, NO COMM CARD	\$4,874.25
COBRM21120610000	COBALT G-SERIES RACKMOUNT W/PWR CORD 8MB DATAKEY, 6A COMM	\$5,913.75
COBS12100120000	COBALT C-SERIES, TS2-T1, NO RECEPTACLE NO DATAKEY, NO COMM CARD	\$2,795.25
COBS12100127200	COBALT C-SERIES SM TS2-T1 SW VER 32.70.0	\$2,795.25
COBS12110120000	COBALT C-SERIES, TS2-T1, RECEPTACLE NO DATAKEY, NO COMM CARD	\$3,558.75
COBS12110120000	COBALT C-SERIES, TS2-T1, RECEPTACLE NO DATAKEY, NO COMM CARD	\$2,744.25
COBS12120120000	COBALT C-SERIES, TS2-T1, 8MB DATAKEY, NO COMM CARD	\$2,955.75
COBS22100120000	COBALT C-SERIES, TS1, NO RECEPTACLE NO DATAKEY, NO COMM CARD	\$2,979.75
COBS22100220000	COBALT C-SERIES, TS1, NO RECEPTACLE NO DATAKEY, FSK CARD 9-PIN	\$3,588.75
COBS22100320000	COBALT C-SERIES, TS1, NO RECEPTACLE NO DATAKEY, FSK CARD 25-PIN	\$3,588.75
COBS22110120000	COBALT C-SERIES, TS1, RECEPTACLE NO DATAKEY, NO COMM CARD	\$3,102.75
COBS22110120000	COBALT C-SERIES, TS1, RECEPTACLE NO DATAKEY, NO COMM CARD	\$2,933.25
COBS22120120000	COBALT C-SERIES, TS1/TS2-2, 8MB DATAKEY, A,B,C,D CONNECTORS	\$3,140.25
COBS22120220000	COBALT C-SERIES, TS1, 8MB DATAKEY, FSK CARD 9-PIN	\$4,571.25
COBS22120320000	COBALT C-SERIES, TS1, 8MB DATAKEY, FSK CARD 25-PIN	\$3,749.25
COBS22200120000	COBALT C-SERIES, TS1, 220V, RECEPTACLE NO DATAKEY, NO COMM CARD	\$2,979.75
COBSRM12110120000	COBALT C-SERIES RACKMOUNT, NO PWR CORD, DATAKEY RECEPT, NO COMM	\$4,230.00
COBSRM12120120000	COBALT C-SERIES RACKMOUNT, NO PWR CORD, 8MB DATAKEY, NO COMM CARD	\$4,270.50
COBSRM12120320000	COBALT C-SERIES RM ASC/3 LX 8MB DATAKEY 25-PIN FSK TELEMETRY	\$4,980.75
COBSRM22110120000	COBALT C-SERIES RACKMOUNT, WITH PWR CORD, NO DATAKEY, NO COMM CARD	\$4,331.25

ECONOLITE CONTROL PRODUCTS, INC

COBSRM22120120000	COBALT C-SERIES RACKMOUNT, WITH PWR CORD, 8MB DATAKEY, NO COMM CARD	\$4,371.75
COBSRM22120220000	COBALT C-SERIES RACKMOUNT, W/PWR CORD, 8 MB DATAKEY, 9-PIN FSK TELEMETRY	\$4,980.75
COBSRM22130120000	COBALT C-SERIES RM ASC/3 LX POWER CORD 32MB DATAKEY	\$4,408.50

	SP-1055-TX-8-S-PXX Standard 8	\$22,500.00			\$22,500.00
	Button APS Kit, IntelliCross w/ Single Arrow, CIU-C, Flash Drive, 9" X 15" Signs and Adapters, Alum				
Intellicross-XXX			Ea	0%	
	SP-1055-TX-10-S-PXX Standard 10	\$27,000.00			\$27,000.00
	Button APS Kit, IntelliCross w/ Single Arrow, CIU-C, Flash Drive, 9" X 15" Signs and Adapters, Alum				
Intellicross-XXX			Ea	0%	
	SP-1055-TX-12-S-PXX Standard 12	\$35,000.00			\$35,000.00
	Button APS Kit, IntelliCross w/ Single Arrow, CIU-C, Flash Drive, 9" X 15" Signs and Adapters, Alum				
Intellicross-XXX			Ea	0%	
	SP-1055-TX-16-S-PXX Standard 16	\$8,000.00			\$8,000.00
	Button APS Kit, IntelliCross w/ Single Arrow, CIU-C, Flash Drive, 9" X 15" Signs and Adapters, Alum				
Intellicross-XXX			Ea	0%	
	SP-1055-TX-2-C-PXX Custom 2	\$19,000.00			\$19,000.00
	Button APS Kit, IntelliCross w/ Single Arrow, CIU-C, Flash Drive, 9" X 15" Signs and Adapters, Alum				
Intellicross-XXX			Ea	0%	
	SP-1055-TX-8-C-PXX Custom 8	\$23,000.00			\$23,000.00
	Button APS Kit, IntelliCross w/ Single Arrow, CIU-C, Flash Drive, 9" X 15" Signs and Adapters, Alum				
Intellicross-XXX			Ea	0%	
	SP-1055-TX-10-C-PXX Custom 10	\$13,000.00			\$13,000.00
	Button APS Kit, IntelliCross w/ Single Arrow, CIU-C, Flash Drive, 9" X 15" Signs and Adapters, Alum				

ECONOLITE CONTROL PRODUCTS, INC

Intellicross-XXX			Ea	0%	
	SP-1055-TX-12-C-PXX Custom 12	\$35,000.00			\$35,000.00
	Button APS Kit, IntelliCross w/ Single Arrow, CIU-C, Flash Drive, 9" X 15" Signs and Adapters, Alum				
Intellicross-XXX			Ea	0%	

ATTACHMENT D ADDITIOANL PRICING

Video Detection Systems				
Part #s	Date: 10/12/23	List Price UOM	% Discount	Sell Price
	Item Description			After Discount
AVISION	Vision Video Detection Camera Sensor	\$5,250.00 \$6500 Ea	10%	~~\$4,725.00~~ \$5850.00
AMBKTM11S	Standard camera Mounting Bracket	\$59.00 \$73.00 Ea	10%	~~\$53.10~~ \$65.70
AMBKTM16S	Astro Bracket Extension	\$249.00 Ea	10%	\$224.10
AMBKTM17A	Sky Bracket Extension	\$271.00 Ea	10%	\$243.90
AVCM	Vision Communications Panel	\$3,250.00 \$4125.00 Ea	10%	~~\$2,925.00~~ \$3712.50
171-184-501	SDLC Cable extension	\$72.00 \$90.00 Ea	10%	~~\$64.80~~ \$81.00
1175-011019	CABLE, ROUND,3 COND, 1000' 5000'	\$0.74 Ea	10%	\$0.67
1175-010	CABLE,ROUND,3 COND, 500'	\$0.74 Ea	10%	\$0.67
TotalVu	Autoscope Video Detection Monitor Software	\$5,000.00 Ea	80%	\$1,000.00
ASCAN600C	Accuscan Sensor & Interface Panel	\$4,500.00 Ea	5%	\$4,275.00
ASCAN-TMIB-AB-2	Accuscan TMIB	\$4,500.00 Ea	5%	\$4,275.00
219-1038-501	Accuscan TMIB Cable	\$86.00 Ea	5%	\$81.70
219-1025-502	Accuscan Standalone Enclosure	\$65.00 Ea	5%	\$61.75
34974P4	Accuscan Cable	\$14.00 Ea	5%	\$13.30
219-1013-002	Accuscan Cable 500' Spools	\$1.75 Ft	5%	\$1.66
219-1013-001	Accuscan Cable 1,000' Spools	\$1.75 Ft	5%	\$1.66
ASCAN-FD-IP4	Accuscan Interface Panel	\$450.00 Ea	5%	\$427.50
ASCAN-FD-DIN4	Accuscan Interface Panel Din Rail	\$450.00 Ea	5%	\$427.50
			Sub Total	\$18,802.31

EVO RADAR PRICE LIST

Item Number	Description	Cross Reference Number	List Price
792280560	CBL DB25P TO DB25P (57.0")	EVOIO-1	92.00
143-1001-503	KIT, SENSOR, EVO RADAR	EVOR	14800.00
143-1001-503	KIT, SENSOR, EVO RADAR	EVOR	11000.00
143-1003-502	ASSY, WALL MOUNT, EVO RADAR HUB ENCLOSURE	EVOHUB-W	10500.00
143-1003-503	ASSY, SHELF MOUNT, EVO RADAR HUB ENCLOSURE	EVOHUB-S	10500.00

ECONOLITE CONTROL PRODUCTS, INC

143-1003-504	ASSY, RACK MOUNT, EVO RADAR HUB ENCLOSURE	EVOHUB-R	10500.00
143-1003-505	ASSY, SWING OUT, RACK MOUNT, EVO RADAR HUB ENCLOSURE	EVOHUB-H	10500.00
151-0987	ASSY, CABLE, EVO HUB TO 15, MALE, SDLC	EVOIO-2	149.00
151-0988	ASSY, CABLE, EVO HUB TO 15, FEMALE, SDLC	EVOIO-3	149.00
158-0034	CABLE, COND, IMSA 50-2, 14AWG, 2 COND, 500FT, SHIELDED, 19 STRAND, 600V, POLYETHYLENE	EVOCBL-05	1.20
158-0035	CABLE, COND, IMSA 50-2, 14AWG, 2 COND, 1,000FT, SHIELDED, 19 STRAND, 600V, POLYETHYLENE	EVOCBL-10	1.20
211-1004-501	ASSY,CABLE,24 OUTPUT,TERRA I/O	EVOIO-4	149.00
211-1028-501	CABLE ASSY, I/O 104 PIN	EVOIO-5	689.00

PRICING SHEET: NIGP CODE 55089

Terms: NET 30

Vendor Number: VC0000009491

Certificates of Insurance Required

Contract Period: To cover the period ending **November 30, 2024 2023 2025**.



Maricopa County

Office of Procurement Services

www.maricopa.gov

Chief Procurement Officer

160 South 4th Avenue
Phoenix, AZ 85003
Phone: (602) 506-3967
Fax: (602) 506-6766

November 08, 2023

We are pleased to notify you that Maricopa County has renewed your contract to supply the **TRAFFIC SIGNAL POLES AND COMPONENTS** as indicated on the attached award sheet with an effective date of **December 01, 2023**.

In accordance with the bid specifications, purchasing documents will be forwarded to you covering the specific items of this award, which will include deliveries and terms.

If you have any questions regarding Serial **200125-C** please contact **Louis Nicolosi** at **(602) 506-2761**.

Sincerely,

A handwritten signature in blue ink that reads "Louis Nicolosi".

Louis Nicolosi, Procurement Officer
Office of Procurement Services

LN/mm
Attachments

cc: Office of Procurement Services
re: **Serial 200125-C**



Quotation

12/20/2023

To:	Jorge Perez City of San Luis *Ship To Address to be verified URO	Quote Name: San Luis Cnty 22nd @ Sidewinder Rd. & 4th Ave. Project Reference: Maricopa County Contract #: 200125-C Econolite Reference: Q-42166-74B0 Quote #: SWQ-011024
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Item #	Part	Qty	Description	Tariff	Price per	Extended
			Intrsections: County 22 nd @ Sidewinder Road County 22 nd @ 4 th Avenue Each intersection Includes 1 Ea of items 1-5. Total is for both Intersections Pricing used from Maricopa County shared contract #200125-C.			
1	CAB17906	2	TS2-1 HW R77 DDE BM 16 VERT COUNTY OF YUMA, AZ IN/OUT-BARE	\$0.00	\$15,860.00	\$31,720.00
2	COBS22100120000	2	COBALT C-SERIES, TS1, NO RECEPTACLE NO DATAKEY, NO COMM CARD	\$0.00	\$2,979.75	\$5,959.50
3	1089-201	2	ZINCBLUE2 UPS INVERTER, 1000W, 120VAC IN, 120VAC OUT	\$0.00	\$3,945.00	\$7,890.00
4	1089-204	4	ZINCBLUE2 500W BATTERY MODULE, 500W	\$0.00	\$4,125.00	\$16,500.00
5	1089-220	2	POWER INTERFACE MODULE, 8' NON LOCKING CABLES	\$0.00	\$1,240.00	\$2,480.00

Subtotal	\$64,549.50
Shipping & Handling*	
Taxes** 10.71%	\$6,913.26
Tariffs**	\$0.00
TOTAL	\$71,462.76

1250 N. Tustin Ave. Anaheim, Ca. 92807

econolite.com/feedback



Quotation

Unless specifically requested or noted on this quotation, the product(s) quoted herein may or may not comply with any Buy America requirements.

Cabinet designs are considered final at time of order. Changes requested after date of order may result in additional fees and extended shipping lead times.

The information transmitted is intended only for the person or entity to which it is addressed and may contain confidential and/or legally privileged material. Any review, retransmission, dissemination, or other use of, or taking of any action in reliance upon, this information by persons or entities other than the intended recipient is prohibited except as required by law.

Quote Valid For Days: 30

FOB: Econolite Factory

Terms: NET30

*Ship Terms:

**Taxes and Tariffs Estimated (if included)

Lori MacIntyre

Lori MacIntyre, Account Manager, Senior

Mobile: +1 7143922318

Imacintyre@econolite.com

Shipping Date: To be determined at time of receipt of order

1250 N. Tustin Ave. Anaheim, Ca. 92807

econolite.com/feedback



AGENDA ITEM REVIEW FORM

Regular City Council Meeting

7. G.

Meeting Date: 01/24/2024

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

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

Action Requested: Motion
Ordinance

ITEM:

Discussion and possible action on any and all matters regarding Ordinance No. 446. An Ordinance of the Mayor and City Council of the City of San Luis, Arizona, adopting a policy for flags on city property; repealing any conflicting provisions; and providing for severability. **(Kay Marion Macuil, City Attorney)**

- A. Action on reading of Ordinance No. 446 by title only
- B. Action on Ordinance No. 446

SUMMARY:

The purpose of this policy is to establish guidelines in order to ensure that the flags are used only for government speech and that they reflect the views, values, and goals of the municipality of the City of San Luis. The city's flagpoles are not intended to serve as a forum for free expression by the public. The city will not display a ceremonial flag based on a request from a third party, nor will the city use its flagpoles to sponsor the expression of a third party. The Ordinance adopting the policy and the policy are attached.

The city will follow controlling law on the subject of flying flags. The relevant statutes are cited in the policy. The Arizona Revised Statute § 38-450 (a recent addition to the law), requires that the Honor and Remember flag be flown at city hall when the United States flag is flown at half-staff because of the death of a member of the United States armed forces. (A.R.S. § 38-450 is attached to this Agenda Item).

RECOMMENDATION / SUGGESTED MOTION:

- A. I MOVE TO APPROVE THE READING OF ORDINANCE NO. 446 BY TITLE ONLY.
(CITY CLERK TO READ ORDINANCE NO. 446 BY TITLE ONLY)**
- B. A MOVE TO APPROVE AND ADOPT ORDINANCE NO. 446 AS PRESENTED.**

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 for this item.

Attachments

Ordinance No. 446

Federal Frag Rules

ARS on US Flag at Election Day

ARS on POW-MIA Flag

ARS on Honor & Remember Flag

ARS on Arizona Flag



Ordinance

OFFICE OF THE
MAYOR
CITY OF SAN LUIS

No. 446

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF THE CITY OF SAN LUIS, ARIZONA, ADOPTING A POLICY FOR FLAGS ON CITY PROPERTY; REPEALING CONFLICTING PROVISIONS; AND PROVIDING FOR SEVERABILITY.

BE IT ORDAINED by the Mayor and City Council of the City of San Luis, Arizona;

Section 1: This Ordinance adds to the San Luis City Code in Title 2, Chapter 2.40, a new Article, Article IV, titled "Flag Policy" to read:

Article IV. Flag Policy

2.40.400 Definitions.

As used in this article, the words and abbreviations have the following definitions:

"A.R.S." means the Arizona Revised Statutes.

"City" means the State of Arizona political subdivision, the municipality of the City of San Luis, Arizona.

"Commemorative flag" means any flag which identifies with a specific date, historical event, cause, nation, or people.

"POW-MIA flag" means the Prisoners of War – Missing in Action flag.

"U.S." means the United States of America.

2.40.410 Purpose.

The purpose of this Flag Policy is to establish guidelines to ensure that the flags are used only for the City's government speech and that the flags reflect the views, values, and goals of the City.

2.40.420 Not the Purpose.

The City's flagpoles are not intended to serve as a forum for the public's free expression.

2.40.430 Application.

This Flag Policy applies to all City-owned locations.

2.40.440 Prohibitions and Requirements.

- (A) The City will not display a ceremonial flag based on a request from a person or entity who is not the City.
- (B) The City will not use its flagpoles to sponsor the expression of a person or entity who is not the City.
- (C) The City must purchase and own any flag it displays.
- (D) The City's flagpoles are to be used exclusively by the City.

2.40.450 Compliance with Federal and Arizona Law.

Flags shall be displayed in conformance with Federal and State laws and policies.

- (A) Federal Authority. The U.S. Congress's "The Flag" publication in Title 4, Chapter 1 of the U.S. Code. These rules may be modified by the U.S. president under 4 U.S.C. § 10.
- (B) Arizona Authority. Under A.R.S. § 41-852(A), the Arizona State flag must be displayed at the front of City Hall. Including, but not limited to, A.R.S. §§ 16-512, 38-449, 38-450, 41-851, and 41-852.

2.40.460 Legal Protocol for Positions of Flags on Flag Poles.

- (A) Arizona State Flag. Under A.R.S. § 41-852(A), the Arizona State flag must be displayed at the front of City Hall. The Arizona State flag should be displayed in the highest position of honor after the U.S. flag.
- (B) City Flag. The City flag, flags of counties, other cities, other states, or any other government entity that is not the U.S. flag should be displayed below the Arizona State flag.
- (C) POW-MIA Flag. Under A.R.S. § 38-449(A) and (B), the POW-MIA flag is required to be displayed on or in front of City Hall any day the U.S. flag is displayed. When the U.S. flag, Arizona flag, and POW-MIA flag are displayed on a single pole, the U.S. flag should be on top, followed by the Arizona State flag, then the POW-MIA flag.
- (D) Honor and Remember Flag. The Honor and Remember flag is to be displayed only at the times and in the manner specified by A.R.S. § 38-450, which is when the U.S. flag is displayed at half-staff because of the death of a member of the

U.S. armed forces and shall be displayed below the POW-MIA flag. The Honor and Remember flag is required to be displayed at City Hall under A.R.S. § 38-450.

(E) Half Staff. Flags should be flown at half-staff as ordered by the U.S. President for the U.S. Flag and as ordered by the Arizona Governor for the Arizona State flag.

(F) Two Flag Poles. If there are two flag poles, then the following applies:

(1) the first pole should display the POW-MIA flag under the U.S. flag with the Honor and Remember flag (at the time and place specified by A.R.S. § 38-450(A)) under the POW-MIA flag and

(2) the second pole should display the Arizona State flag. Under A.R.S. § 38-449(D), when flags are displayed on more than one flagpole, the Arizona State flag shall always be displayed to honor the U.S. flag.

2.40.470 City Council Authority.

(A) U.S. Flag and Arizona State Flag. City Council may direct that the U.S. Flag, the Arizona State flag, or both be displayed at City-owned buildings in addition to City Hall.

(B) POW-MIA Flag. Under A.R.S. § 38-449(C), the City Council may direct that the POW-MIA Flag be displayed on or in front of the City's Municipal Court building when the U.S. Flag is displayed.

(C) Commemorative Flag. The City Council may display a commemorative flag as a form of government expression.

(D) Other Flags. The City Council may choose to display a different flag in the place of the City flag or in the place of a commemorative flag. City Council must independently make any decision to display a different flag as described in Section 2.40.490 of this Article.

2.40.480 City Council Approved Flags, Locations, and Display Circumstances.

(A) The U.S. flag, the Arizona State flag, and the City flag are authorized to be displayed inside City buildings on the approval of the City Manager.

(B) The City Council approved the flags and the specific locations for the flags, as shown in the below chart. The italics and underlined are the display circumstances for certain flags. The bolded flags are the City Council-approved commemorative or different flags.

Location	Number of Flagpoles	Flags Displayed
City Hall	4	U.S. Flag Arizona State Flag San Luis City Flag POW-MIA Flag Honor and Remember Flag <i>(at times specified by <u>A.R.S. § 38-450(A)</u>)</i>
Fire Stations	2	1 U.S. Flag per Station
Municipal Court	1	U.S. Flag Arizona State Flag
Cesar Chavez Cultural Center	1	U.S. Flag United Farm Workers Flag <i>(It may be displayed during the <u>month of March, on March 31,</u> <u>or the observed date for Cesar Chavez Day.)</u></i> Air Quality Flag
Ballfield at Joe Orduño Park	1	Air Quality Flag <i>(U.S. flag during ballgames)</i>
Training areas of the Police Station and Police Substation	0	Armed Forces Flags on the walls of the training rooms.

2.40.490 City Council Procedure.

The approval to display a flag in place of a City flag or a commemorative flag must be made by a majority of the total number of Council Members on the City Council at a regular Council Meeting. The City Council approval must include:

- (A) a description of the flag to be displayed,
- (B) the dates for the display of the particular flag,
- (C) location or locations where it is to be displayed,

(D) whether or not the flag will be displayed on an annual basis and

(E) the direction that if the flag is to be displayed on an annual basis, it shall be incorporated into this Flag Policy by ordinance.

Section 2: If a conflict arises between the provisions of this Ordinance and any other ordinance, resolution, order, regulation, or policy of the City of San Luis, the conflicting provisions are amended, superseded, and replaced, and this Ordinance shall govern.

Section 3: If any section, subsection, paragraph, sentence clause, phrase, or portion of this Ordinance is held to be invalid or unconstitutional by the final decision of any court of competent jurisdiction or operation of law by binding legislation, such decision or legislation shall not affect the validity of the remaining portion of this Ordinance.

Section 4 City staff shall do and perform, or cause to be done and performed, all such further acts to carry out the intent and accomplish the purposes of this Ordinance.

PASSED, ADOPTED, and APPROVED by the Mayor and City Council of the City of San Luis, Yuma County, Arizona, this ____ day of January 2024.

Nieves Riedel, Mayor

ATTEST:

APPROVED AS TO FORM:

Sonia Cornelio, City Clerk

Kay Marion Macuil, City Attorney

United States Code Annotated
Title 4. Flag and Seal, Seat of Government, and the States (Refs & Annos)
Chapter 1. The Flag

4 U.S.C.A. § 1

§ 1. Flag; stripes and stars on

[Currentness](#)

The flag of the United States shall be thirteen horizontal stripes, alternate red and white; and the union of the flag shall be forty-eight stars, white in a blue field.

CREDIT(S)

(July 30, 1947, c. 389, 61 Stat. 642.)

4 U.S.C.A. § 1, 4 USCA § 1
Current through P.L. 118-30. Some statute sections may be more current, see credits for details.

United States Code Annotated
Title 4. Flag and Seal, Seat of Government, and the States (Refs & Annos)
Chapter 1. The Flag

4 U.S.C.A. § 2

§ 2. Same; additional stars

Currentness

On the admission of a new State into the Union one star shall be added to the union of the flag; and such addition shall take effect on the fourth day of July then next succeeding such admission.

CREDIT(S)

(July 30, 1947, c. 389, 61 Stat. 642.)

4 U.S.C.A. § 2, 4 USCA § 2
Current through P.L. 118-30. Some statute sections may be more current, see credits for details.

United States Code Annotated

Title 4. Flag and Seal, Seat of Government, and the States (Refs & Annos)

Chapter 1. The Flag

4 U.S.C.A. § 3

§ 3. Use of flag for advertising purposes; mutilation of flag

[Currentness](#)

Any person who, within the District of Columbia, in any manner, for exhibition or display, shall place or cause to be placed any word, figure, mark, picture, design, drawing, or any advertisement of any nature upon any flag, standard, colors, or ensign of the United States of America; or shall expose or cause to be exposed to public view any such flag, standard, colors, or ensign upon which shall have been printed, painted, or otherwise placed, or to which shall be attached, appended, affixed, or annexed any word, figure, mark, picture, design, or drawing, or any advertisement of any nature; or who, within the District of Columbia, shall manufacture, sell, expose for sale, or to public view, or give away or have in possession for sale, or to be given away or for use for any purpose, any article or substance being an article of merchandise, or a receptacle for merchandise or article or thing for carrying or transporting merchandise, upon which shall have been printed, painted, attached, or otherwise placed a representation of any such flag, standard, colors, or ensign, to advertise, call attention to, decorate, mark, or distinguish the article or substance on which so placed shall be deemed guilty of a misdemeanor and shall be punished by a fine not exceeding \$100 or by imprisonment for not more than thirty days, or both, in the discretion of the court. The words “flag, standard, colors, or ensign”, as used herein, shall include any flag, standard, colors, ensign, or any picture or representation of either, or of any part or parts of either, made of any substance or represented on any substance, of any size evidently purporting to be either of said flag, standard, colors, or ensign of the United States of America or a picture or a representation of either, upon which shall be shown the colors, the stars and the stripes, in any number of either thereof, or of any part or parts of either, by which the average person seeing the same without deliberation may believe the same to represent the flag, colors, standard, or ensign of the United States of America.

CREDIT(S)

(July 30, 1947, c. 389, 61 Stat. 642; [Pub.L. 90-381](#), § 3, July 5, 1968, 82 Stat. 291.)

4 U.S.C.A. § 3, 4 USCA § 3

Current through P.L. 118-30. Some statute sections may be more current, see credits for details.

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§ 4. Pledge of allegiance to the flag; manner of delivery, 4 USCA § 4



KeyCite Yellow Flag - Negative Treatment

Unconstitutional or Preempted Prior Version Held Unconstitutional by [Newdow v. U.S. Congress](#), 9th Cir.(Cal.), June 26, 2002

[United States Code Annotated](#)

[Title 4. Flag and Seal, Seat of Government, and the States \(Refs & Annos\)](#)

[Chapter 1. The Flag](#)

4 U.S.C.A. § 4

§ 4. Pledge of allegiance to the flag; manner of delivery

Effective: December 26, 2013

[Currentness](#)

The Pledge of Allegiance to the Flag: “I pledge allegiance to the Flag of the United States of America, and to the Republic for which it stands, one Nation under God, indivisible, with liberty and justice for all.”, should be rendered by standing at attention facing the flag with the right hand over the heart. When not in uniform men should remove any non-religious headdress with their right hand and hold it at the left shoulder, the hand being over the heart. Persons in uniform should remain silent, face the flag, and render the military salute. Members of the Armed Forces not in uniform and veterans may render the military salute in the manner provided for persons in uniform.

CREDIT(S)

(Added [Pub.L. 105-225](#), § 2(a), Aug. 12, 1998, 112 Stat. 1494; amended [Pub.L. 107-293](#), § 2(a), Nov. 13, 2002, 116 Stat. 2060; [Pub.L. 113-66](#), Div. A, Title V, § 586, Dec. 26, 2013, 127 Stat. 777.)

4 U.S.C.A. § 4, 4 USCA § 4

Current through P.L. 118-30. Some statute sections may be more current, see credits for details.

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United States Code Annotated

Title 4. Flag and Seal, Seat of Government, and the States (Refs & Annos)

Chapter 1. The Flag

4 U.S.C.A. § 5

§ 5. Display and use of flag by civilians; codification of rules and customs; definition

Effective: August 12, 1998

[Currentness](#)

The following codification of existing rules and customs pertaining to the display and use of the flag of the United States of America is established for the use of such civilians or civilian groups or organizations as may not be required to conform with regulations promulgated by one or more executive departments of the Government of the United States. The flag of the United States for the purpose of this chapter shall be defined according to [sections 1](#) and [2](#) of this title and Executive Order 10834 issued pursuant thereto.

CREDIT(S)

(Added [Pub.L. 105-225](#), § 2(a), Aug. 12, 1998, 112 Stat. 1494.)

4 U.S.C.A. § 5, 4 USCA § 5

Current through P.L. 118-30. Some statute sections may be more current, see credits for details.

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United States Code Annotated

Title 4. Flag and Seal, Seat of Government, and the States (Refs & Annos)

Chapter 1. The Flag

4 U.S.C.A. § 6

§ 6. Time and occasions for display

Effective: March 28, 2017

[Currentness](#)

(a) It is the universal custom to display the flag only from sunrise to sunset on buildings and on stationary flagstaffs in the open. However, when a patriotic effect is desired, the flag may be displayed 24 hours a day if properly illuminated during the hours of darkness.

(b) The flag should be hoisted briskly and lowered ceremoniously.

(c) The flag should not be displayed on days when the weather is inclement, except when an all weather flag is displayed.

(d) The flag should be displayed on all days, especially on New Year's Day, January 1; Inauguration Day, January 20; Martin Luther King Jr.'s birthday, third Monday in January; Lincoln's Birthday, February 12; Washington's Birthday, third Monday in February; National Vietnam War Veterans Day, March 29; Easter Sunday (variable); Mother's Day, second Sunday in May; Armed Forces Day, third Saturday in May; Memorial Day (half-staff until noon), the last Monday in May; Flag Day, June 14; Father's Day, third Sunday in June; Independence Day, July 4; National Korean War Veterans Armistice Day, July 27; Labor Day, first Monday in September; Constitution Day, September 17; Columbus Day, second Monday in October; Navy Day, October 27; Veterans Day, November 11; Thanksgiving Day, fourth Thursday in November; Christmas Day, December 25; and such other days as may be proclaimed by the President of the United States; the birthdays of States (date of admission); and on State holidays.

(e) The flag should be displayed daily on or near the main administration building of every public institution.

(f) The flag should be displayed in or near every polling place on election days.

(g) The flag should be displayed during school days in or near every schoolhouse.

CREDIT(S)

(Added [Pub.L. 105-225](#), § 2(a), Aug. 12, 1998, 112 Stat. 1494; amended [Pub.L. 106-80](#), § 1, Oct. 25, 1999, 113 Stat. 1285; [Pub.L. 110-239](#), § 1, June 3, 2008, 122 Stat. 1559; [Pub.L. 111-41](#), § 2, July 27, 2009, 123 Stat. 1962; [Pub.L. 115-15](#), § 2, Mar. 28, 2017, 131 Stat. 79.)

4 U.S.C.A. § 6, 4 USCA § 6

Current through P.L. 118-30. Some statute sections may be more current, see credits for details.

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United States Code Annotated

Title 4. Flag and Seal, Seat of Government, and the States (Refs & Annos)

Chapter 1. The Flag

4 U.S.C.A. § 7

§ 7. Position and manner of display

Effective: February 9, 2018

[Currentness](#)

The flag, when carried in a procession with another flag or flags, should be either on the marching right; that is, the flag's own right, or, if there is a line of other flags, in front of the center of that line.

(a) The flag should not be displayed on a float in a parade except from a staff, or as provided in subsection (i) of this section.

(b) The flag should not be draped over the hood, top, sides, or back of a vehicle or of a railroad train or a boat. When the flag is displayed on a motorcar, the staff shall be fixed firmly to the chassis or clamped to the right fender.

(c) No other flag or pennant should be placed above or, if on the same level, to the right of the flag of the United States of America, except during church services conducted by naval chaplains at sea, when the church pennant may be flown above the flag during church services for the personnel of the Navy. No person shall display the flag of the United Nations or any other national or international flag equal, above, or in a position of superior prominence or honor to, or in place of, the flag of the United States at any place within the United States or any Territory or possession thereof: *Provided*, That nothing in this section shall make unlawful the continuance of the practice heretofore followed of displaying the flag of the United Nations in a position of superior prominence or honor, and other national flags in positions of equal prominence or honor, with that of the flag of the United States at the headquarters of the United Nations.

(d) The flag of the United States of America, when it is displayed with another flag against a wall from crossed staffs, should be on the right, the flag's own right, and its staff should be in front of the staff of the other flag.

(e) The flag of the United States of America should be at the center and at the highest point of the group when a number of flags of States or localities or pennants of societies are grouped and displayed from staffs.

(f) When flags of States, cities, or localities, or pennants of societies are flown on the same halyard with the flag of the United States, the latter should always be at the peak. When the flags are flown from adjacent staffs, the flag of the United States should be hoisted first and lowered last. No such flag or pennant may be placed above the flag of the United States or to the United States flag's right.

(g) When flags of two or more nations are displayed, they are to be flown from separate staffs of the same height. The flags should be of approximately equal size. International usage forbids the display of the flag of one nation above that of another nation in time of peace.

(h) When the flag of the United States is displayed from a staff projecting horizontally or at an angle from the window sill, balcony, or front of a building, the union of the flag should be placed at the peak of the staff unless the flag is at half-staff. When the flag is suspended over a sidewalk from a rope extending from a house to a pole at the edge of the sidewalk, the flag should be hoisted out, union first, from the building.

(i) When displayed either horizontally or vertically against a wall, the union should be uppermost and to the flag's own right, that is, to the observer's left. When displayed in a window, the flag should be displayed in the same way, with the union or blue field to the left of the observer in the street.

(j) When the flag is displayed over the middle of the street, it should be suspended vertically with the union to the north in an east and west street or to the east in a north and south street.

(k) When used on a speaker's platform, the flag, if displayed flat, should be displayed above and behind the speaker. When displayed from a staff in a church or public auditorium, the flag of the United States of America should hold the position of superior prominence, in advance of the audience, and in the position of honor at the clergyman's or speaker's right as he faces the audience. Any other flag so displayed should be placed on the left of the clergyman or speaker or to the right of the audience.

(l) The flag should form a distinctive feature of the ceremony of unveiling a statue or monument, but it should never be used as the covering for the statue or monument.

(m) The flag, when flown at half-staff, should be first hoisted to the peak for an instant and then lowered to the half-staff position. The flag should be again raised to the peak before it is lowered for the day. On Memorial Day the flag should be displayed at half-staff until noon only, then raised to the top of the staff. By order of the President, the flag shall be flown at half-staff upon the death of principal figures of the United States Government and the Governor of a State, territory, or possession, as a mark of respect to their memory. In the event of the death of other officials or foreign dignitaries, the flag is to be displayed at half-staff according to Presidential instructions or orders, or in accordance with recognized customs or practices not inconsistent with law. In the event of the death of a present or former official of the government of any State, territory, or possession of the United States, the death of a member of the Armed Forces from any State, territory, or possession who dies while serving on active duty, or the death of a first responder working in any State, territory, or possession who dies while serving in the line of duty, the Governor of that State, territory, or possession may proclaim that the National flag shall be flown at half-staff, and the same authority is provided to the Mayor of the District of Columbia with respect to present or former officials of the District of Columbia, members of the Armed Forces from the District of Columbia, and first responders working in the District of Columbia. When the Governor of a State, territory, or possession, or the Mayor of the District of Columbia, issues a proclamation under the preceding sentence that the National flag be flown at half-staff in that State, territory, or possession or in the District of Columbia because of the death of a member of the Armed

§ 7. Position and manner of display, 4 USCA § 7

Forces, the National flag flown at any Federal installation or facility in the area covered by that proclamation shall be flown at half-staff consistent with that proclamation. The flag shall be flown at half-staff 30 days from the death of the President or a former President; 10 days from the day of death of the Vice President, the Chief Justice or a retired Chief Justice of the United States, or the Speaker of the House of Representatives; from the day of death until interment of an Associate Justice of the Supreme Court, a Secretary of an executive or military department, a former Vice President, or the Governor of a State, territory, or possession; and on the day of death and the following day for a Member of Congress. The flag shall be flown at half-staff on Peace Officers Memorial Day, unless that day is also Armed Forces Day. As used in this subsection--

- (1) the term “half-staff” means the position of the flag when it is one-half the distance between the top and bottom of the staff;
 - (2) the term “executive or military department” means any agency listed under [sections 101 and 102 of title 5](#);
 - (3) the term “Member of Congress” means a Senator, a Representative, a Delegate, or the Resident Commissioner from Puerto Rico; and
 - (4) the term “first responder” means a “public safety officer” as defined in section 1204 of title I of the Omnibus Crime Control and Safe Streets Act of 1968 ([34 U.S.C. 10284](#)).
- (n) When the flag is used to cover a casket, it should be so placed that the union is at the head and over the left shoulder. The flag should not be lowered into the grave or allowed to touch the ground.
- (o) When the flag is suspended across a corridor or lobby in a building with only one main entrance, it should be suspended vertically with the union of the flag to the observer’s left upon entering. If the building has more than one main entrance, the flag should be suspended vertically near the center of the corridor or lobby with the union to the north, when entrances are to the east and west or to the east when entrances are to the north and south. If there are entrances in more than two directions, the union should be to the east.

CREDIT(S)

(Added [Pub.L. 105-225](#), § 2(a), Aug. 12, 1998, 112 Stat. 1495; amended [Pub.L. 110-41](#), § 3, June 29, 2007, 121 Stat. 233; [Pub.L. 115-123](#), Div. A, § 10102(a), (b), Feb. 9, 2018, 132 Stat. 64.)

4 U.S.C.A. § 7, 4 USCA § 7

Current through P.L. 118-30. Some statute sections may be more current, see credits for details.

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United States Code Annotated

Title 4. Flag and Seal, Seat of Government, and the States (Refs & Annos)

Chapter 1. The Flag

4 U.S.C.A. § 8

§ 8. Respect for flag

Effective: August 12, 1998

[Currentness](#)

No disrespect should be shown to the flag of the United States of America; the flag should not be dipped to any person or thing. Regimental colors, State flags, and organization or institutional flags are to be dipped as a mark of honor.

(a) The flag should never be displayed with the union down, except as a signal of dire distress in instances of extreme danger to life or property.

(b) The flag should never touch anything beneath it, such as the ground, the floor, water, or merchandise.

(c) The flag should never be carried flat or horizontally, but always aloft and free.

(d) The flag should never be used as wearing apparel, bedding, or drapery. It should never be festooned, drawn back, nor up, in folds, but always allowed to fall free. Bunting of blue, white, and red, always arranged with the blue above, the white in the middle, and the red below, should be used for covering a speaker's desk, draping the front of the platform, and for decoration in general.

(e) The flag should never be fastened, displayed, used, or stored in such a manner as to permit it to be easily torn, soiled, or damaged in any way.

(f) The flag should never be used as a covering for a ceiling.

(g) The flag should never have placed upon it, nor on any part of it, nor attached to it any mark, insignia, letter, word, figure, design, picture, or drawing of any nature.

(h) The flag should never be used as a receptacle for receiving, holding, carrying, or delivering anything.

(i) The flag should never be used for advertising purposes in any manner whatsoever. It should not be embroidered on such articles as cushions or handkerchiefs and the like, printed or otherwise impressed on paper napkins or boxes or anything that is designed for temporary use and discard. Advertising signs should not be fastened to a staff or halyard from which the flag is flown.

(j) No part of the flag should ever be used as a costume or athletic uniform. However, a flag patch may be affixed to the uniform of military personnel, firemen, policemen, and members of patriotic organizations. The flag represents a living country and is itself considered a living thing. Therefore, the lapel flag pin being a replica, should be worn on the left lapel near the heart.

(k) The flag, when it is in such condition that it is no longer a fitting emblem for display, should be destroyed in a dignified way, preferably by burning.

CREDIT(S)

(Added [Pub.L. 105-225](#), § 2(a), Aug. 12, 1998, 112 Stat. 1497.)

4 U.S.C.A. § 8, 4 USCA § 8

Current through P.L. 118-30. Some statute sections may be more current, see credits for details.

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United States Code Annotated

Title 4. Flag and Seal, Seat of Government, and the States (Refs & Annos)

Chapter 1. The Flag

4 U.S.C.A. § 9

§ 9. Conduct during hoisting, lowering or passing of flag

Effective: January 28, 2008

[Currentness](#)

During the ceremony of hoisting or lowering the flag or when the flag is passing in a parade or in review, all persons present in uniform should render the military salute. Members of the Armed Forces and veterans who are present but not in uniform may render the military salute. All other persons present should face the flag and stand at attention with their right hand over the heart, or if applicable, remove their headdress with their right hand and hold it at the left shoulder, the hand being over the heart. Citizens of other countries present should stand at attention. All such conduct toward the flag in a moving column should be rendered at the moment the flag passes.

CREDIT(S)

(Added [Pub.L. 105-225](#), § 2(a), Aug. 12, 1998, 112 Stat. 1498; amended [Pub.L. 110-181](#), Div. A, Title V, § 594, Jan. 28, 2008, 122 Stat. 138.)

4 U.S.C.A. § 9, 4 USCA § 9

Current through P.L. 118-30. Some statute sections may be more current, see credits for details.

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United States Code Annotated

Title 4. Flag and Seal, Seat of Government, and the States (Refs & Annos)

Chapter 1. The Flag

4 U.S.C.A. § 10

§ 10. Modification of rules and customs by President

Effective: August 12, 1998

[Currentness](#)

Any rule or custom pertaining to the display of the flag of the United States of America, set forth herein, may be altered, modified, or repealed, or additional rules with respect thereto may be prescribed, by the Commander in Chief of the Armed Forces of the United States, whenever he deems it to be appropriate or desirable; and any such alteration or additional rule shall be set forth in a proclamation.

CREDIT(S)

(Added [Pub.L. 105-225](#), § 2(a), Aug. 12, 1998, 112 Stat. 1498.)

4 U.S.C.A. § 10, 4 USCA § 10

Current through P.L. 118-30. Some statute sections may be more current, see credits for details.

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Arizona Revised Statutes Annotated

Title 16. Elections and Electors (Refs & Annos)

Chapter 4. Conduct of Elections (Refs & Annos)

Article 6. Ballots and Supplies; General (Refs & Annos)

A.R.S. § 16-512

§ 16-512. Displaying United States flag at polls

[Currentness](#)

The board of supervisors shall provide for the display of the flag of the United States in or near every polling place on election days during the hours the polls are open. This section shall apply only to elections over which the county board of supervisors has jurisdiction.

Credits

Added by Laws 1979, Ch. 209, § 3, eff. Jan. 1, 1980.

<For disposition of the subject matter or derivation of sections repealed, added, or transferred and renumbered by Laws 1979, Ch. 209, §§ 2 to 5, effective January 1, 1980, see Disposition and Derivation Tables preceding Chapter 1.>

A. R. S. § 16-512, AZ ST § 16-512

Current through legislation of the First Regular Session of the Fifty-Sixth Legislature (2023).

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Versions (1)

[§ 16-512. Displaying United States flag at polls](#) 

AZ ST § 16-512

Effective [See Text Amendments]

Enacted Legislation Added by Laws 1979, Ch. 209, § 3, eff. Jan. 1, 1980

Editor's and Revisor's Notes (1)

HISTORICAL AND STATUTORY NOTES

Source:

Laws 1954, Ch. 13, § 1.

Code 1939, Supp.1954, § 55-504a.

A.R.S. former § 16-861.

For conditional enactment and effective date provisions and purpose of Laws 1979, Ch. 209 and for information as to compliance with the conditional enactment provision, see Historical and Statutory Notes preceding Chapter 1 and following § 16-101.

Citing References

There are no Citing References for this citation.

Validity

There are no Validity results for this citation.

Bill Drafts

There are no Bill Drafts for this citation.

Legislative History Materials

There are no Legislative History Materials for this citation.

Notes of Decisions

There are no Notes of Decisions for this citation.

Context & Analysis

There are no Context & Analysis results for this citation.

Arizona Revised Statutes Annotated

Title 38. Public Officers and Employees (Refs & Annos)

Chapter 3. Conduct of Office

Article 4. Official Acts (Refs & Annos)

A.R.S. § 38-449

§ 38-449. Display of POW/MIA flag

Effective: August 27, 2019

[Currentness](#)

A. The POW/MIA flag shall be displayed on or in front of the locations prescribed in subsection B of this section on any day when the United States flag is displayed.

B. The locations for the display of the POW/MIA flag pursuant to subsection A of this section are the following:

1. The state capitol building.
2. The building that serves as the location of the superior court in a county.
3. The building that serves as the city or town hall of each incorporated city or town.
4. The building that serves as the main administrative building of each county.

C. The POW/MIA flag may be displayed on or in front of the following locations on any day when the United States flag is displayed:

1. The building that serves as the location of the municipal court in a city or town.
2. The building that serves as the location of the justice court.
3. The building that serves as the regional justice court center.

D. Notwithstanding any other law, when displayed with the United States flag on a single staff the POW/MIA flag shall be displayed below the Arizona state flag. When flags are displayed on multiple staffs the Arizona flag shall always be displayed to the honor of the United States flag.

Credits

Added by [Laws 2010, Ch. 217, § 1](#). Amended by [Laws 2019, Ch. 23, § 1](#).

A. R. S. § 38-449, AZ ST § 38-449

Current through legislation of the First Regular Session of the Fifty-Sixth Legislature (2023).

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Arizona Revised Statutes Annotated

Title 38. Public Officers and Employees (Refs & Annos)

Chapter 3. Conduct of Office

Article 4. Official Acts (Refs & Annos)

A.R.S. § 38-450

§ 38-450. Display of honor and remember flag

Effective: August 2, 2012

[Currentness](#)

A. The honor and remember flag shall be displayed on or in front of the locations prescribed in subsection B of this section on any day when the United States flag is flown at half-staff because of the death of a member of the United States armed forces.

B. The locations for the display of the honor and remember flag pursuant to subsection A of this section are the following:

1. The state capitol building.
2. The building that serves as the location of the superior court in a county.
3. The building that serves as the city or town hall of each incorporated city or town.

C. Notwithstanding any other law, when displayed with the United States flag on a single staff the honor and remember flag shall be displayed below the POW/MIA flag.

Credits

Added by [Laws 2012, Ch. 111, § 1](#).

A. R. S. § 38-450, AZ ST § 38-450

Current through legislation of the First Regular Session of the Fifty-Sixth Legislature (2023).

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Arizona Revised Statutes Annotated

Title 41. State Government (Refs & Annos)

Chapter 4.1. History, Archaeology and State Emblems (Refs & Annos)

Article 5. State Emblems (Refs & Annos)

A.R.S. § 41-852

§ 41-852. Display of state flag; death of incumbent elective state officer; display of United States flag and Constitution and the Bill of Rights

Effective: September 21, 2006

[Currentness](#)

A. The state flag shall be displayed alongside the flag of the United States on or in front of the state capitol building, and institutional and educational buildings of the state as the governor directs, on or in front of the courthouse of each county, and other institutional buildings of each county as the board of supervisors directs, and on or in front of the city or town hall of each incorporated city or town, and other municipally owned buildings as the governing body of the municipality directs.

B. On the death of an incumbent elective state officer, each state flag displayed pursuant to subsection A shall be flown at half-staff for a period of seven days beginning on the day following the death of the officer.

C. The flag of the United States shall be displayed in each hearing room in the state house of representatives and state senate in accordance with title 4 of the United States Code and a legible copy of the Constitution of the United States and the Bill of Rights shall be displayed adjacent to the flag.

Credits

Added by Laws 1973, Ch. 157, § 61. Amended by Laws 1986, Ch. 165, § 1; [Laws 2006, Ch. 381, § 4](#).

A. R. S. § 41-852, AZ ST § 41-852

Current through legislation of the First Regular Session of the Fifty-Sixth Legislature (2023).

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AGENDA ITEM REVIEW FORM

Regular City Council Meeting

9.

Meeting Date: 01/24/2024

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

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

Action Requested: Motion

ITEM:

EXECUTIVE SESSION:

Discussion and possible action to hold an Executive Session pursuant to A.R.S. §§ 38-431.03(A)(3), (4), and (7) on any and all matters regarding the Gethsemani Food Ministry operations impacts and consultation for legal advice with the city attorneys including but not limited to possible directions including contract negotiations (under subsection (4)) or land lease (under subsection (7)) allowed in executive sessions. **(Kay Marion Macuil, City Attorney)**

SUMMARY:

The city's attorneys can properly advise the Council by holding an Executive Session for the purposes described in the agenda item.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO HOLD AN EXECUTIVE SESSION PURSUANT TO A.R.S. §§ 38-431.03(A)(3), (4) and (7).

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):

Fiscal impact is not applicable to this agenda item. Under A.R.S. §38-431.03(D), legal action involving a final vote or decision is not permitted to be taken at an executive session.
