



NOTICE OF REGULAR COUNCIL MEETING

In accordance with Section 38-431.01 of the Arizona Revised Statutes of the State of Arizona, notice is hereby given to the Members of 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 7:00 p.m. Wednesday, July 8, 2015. The meeting will take place at the City Council Chambers, located at 1090 East Union Street, San Luis, Arizona, 85349. Everyone from the public is invited to attend the open meeting.

In accordance with the Americans with Disabilities Act (ADA) and Section 504 of the Rehabilitation Act of 1973, the City of San Luis does not discriminate on the basis of disability in the admission of or access to, or treatment of employment in its programs, activities, or services. For information regarding rights and provisions of the ADA or Section 504, or to request reasonable accommodations for participation in City programs, activities or services contact: ADA/Section 504 Coordinator, City of San Luis Human Resources Department, 1090 East Union Street, San Luis, Arizona 85349, (928) 341-8520.

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

THIS NOTICE IS APPROVED BY:

/s/ Sonia Cornelio, City Clerk

AVISO DE JUNTA REGULAR

De acuerdo a la Sección 38-431.01 de los Estatutos Revisados del Estado de Arizona, se le informa a los Miembros del Cabildo y al público en general que el Alcalde y el Concilio de San Luis, Arizona, tendrán una junta regular a las 7:00 p.m. el día Miércoles, Julio 8, del 2015. La junta se llevará a cabo en la Sala del Concilio, ubicado en el 1090 East Union Street, San Luis, Arizona, 85349. El público está cordialmente invitado.

De acuerdo con el Acta de Americanos con Discapacidades y la Sección 504 del Acta de Rehabilitación del 1973, la Ciudad de San Luis 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, 1090 East Union Street, San Luis, Arizona, (928) 341-8520.

Por medio de este aviso y de acuerdo con los Estatutos Revisados del Estado de Arizona, sujeto a ciertas excepciones reglamentarias, los padres de familia tienen el derecho de dar o no dar el consentimiento antes que el Estado o alguna subdivisión política grabe a un menor de edad, ya sea en audio o video. Las juntas del Concilio 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 solicitar por escrito con la Secretaria de la Ciudad a tal grabación, o tomar acción personal para asegurarse que su hijo/hija 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 el Estatuto Revisado del Estado de Arizona §1-602.A.9.

ESTE AVISO ES APROBADO POR:

/f/ Sonia Cornelio, Actuaría de la Ciudad



AGENDA
Regular Meeting
San Luis City Council
San Luis Council
Chambers
1090 East Union Street
July 8, 2015
7:00 P.M.

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

1. **CALL TO ORDER/ROLL CALL**
2. **PLEDGE OF ALLEGIANCE**
3. **INVOCATION**
4. **PRESENTATIONS**
 4. 1. Recognition of Newly Appointed Member Tadeo A. De La Hoya to the National Association of Latino Elected and Appointed Officials (NALEO). **(Robert A. Eads)**
 4. 2. Recognition of recently graduated Certified Public Managers: Sonia Cornelio, City Clerk; Enrique Lopez, Fire Captain and Angel Ramirez, Fire Captain. **(Robert A. Eads)**
 4. 3. Presentation by the San Luis Police Department to San Luis Police Athletic League boxers Jose Cordero and Anthony Clark for their participation at the USA Boxing Junior Olympic and Prep National Championships held from June 8 through June 13, 2015 in Charleston, West Virginia. **(Ernesto Prieto)**
5. **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.
5. 1. **Minutes of**

Regular Council meeting held May 13, 2015
Special Council meeting held May 26, 2015
Regular Council meeting held May 27, 2015

5. 2. **Disbursements from June 15, 2015 to June 26, 2015**
Total Disbursements \$887,839.92
(Eight Hundred, Eighty-Seven Thousand, Eight Hundred, Thirty-Nine Dollars and Ninety-Two Cents)

6. **DISCUSSION AND POSSIBLE ACTION ITEMS:**

6. 1. Discussion and possible action to authorize payment to Sun City Development, Inc., doing business as New Star Electric and/or SC Development, Juan Barajas Evangelista, qualifying party, for construction work performed at the Municipal Court. **(Glenn Gimbut)**
6. 2. Discussion and possible action on any and all matters regarding the ratification of purchase of 2 power assist gurneys by the City of San Luis Fire Department through the vendor STRYKER rather than as previously authorized through FERNO due to a recall through FERNO. **(Hank Green)**
6. 3. Discussion and possible action on any and all matters regarding approval of the use of executive recruitment services through Waters & Company for the Chief of Police position. **(Maria Sabori)**
6. 4. Public Hearing followed by discussion on any and all matters regarding Conditional Use Permit Case No. 2015-0153 a request by A and F Home Builders LLC, owner, for a Conditional Use Permit to allow a medical marijuana dispensary at 708 N. Archibald Street, San Luis, AZ. **(John Starkey)**
- A. Open public hearing
 - B. Close public hearing
 - C. Action on Conditional Use Permit Case No. 2015-0153
6. 5. Public Hearing followed by discussion and possible action on any and all matters regarding Conditional Use Permit Case No. 2015-0156, a request by Mark Maydahl, Ozvest, Inc., owner, for a Conditional Use Permit to allow a medical marijuana dispensary offsite cultivation location on a General Industrial (H-1) zoned property located at 2801 N. Main Street, San Luis, AZ. **(John Starkey)**
- A. Open public hearing
 - B. Close public hearing
 - C. Action on Conditional Use Permit Case No. 2015-0156
6. 6. Continuation of Public Hearing followed by discussion on any and all matters regarding Conditional Use Permit Case No. 2015-0126, a request by Michelle Lamourex, on behalf of Verizon Wireless Communication, for a Conditional Use Permit to install a telecommunications monopole at 1063 E. Main Street in San Luis, AZ. (Item continued from June 24, 2015) **(John Starkey)**
- A. Continuation of public hearing
 - B. Close public hearing
 - C. Action on Conditional Use Permit Case No. 2015-0126

6. 7. MOTION TO ADJOURN AS CITY COUNCIL AND CONVENE AS BOARD OF ADJUSTMENT

BOARD OF ADJUSTMENT ITEM:

- 6. 8.** Continuation of Public Hearing followed by discussion and possible action on any and all matters regarding Variance Case No. 2015-0130, a request by Michelle Lamoureux on behalf of Verizon Wireless Communications. The property is owned by Javier DeSantiago. The request for a variance is to reduce the setbacks from the property lines on property located at 1063 E. Main Street, San Luis AZ. (Item continued from June 24, 2015) **(John Starkey)**

- A. Continuation of public hearing
- B. Close public hearing
- C. Action on Variance Case No. 2015-0130

7. MOTION TO ADJOURN AS BOARD OF ADJUSTMENT AND RECONVENE AS CITY COUNCIL

8. SUMMARY OF CURRENT EVENTS

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

9. 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.

10. EXECUTIVE SESSION

Vote to hold and Executive Session pursuant to A.R.S. §§38-431.03(A)(3), 38-431.03(A)(4), and 38-431.03(A)(7)

- 10. 1.** Discussion and possible action to hold an Executive Session pursuant to A.R.S. §§38-431.03(A)(3), 38-431.03(A)(4), and 38-431.03(a)(7) for legal advice and to consider the City's position and instruct its attorney with respect to the potential purchase of land, financing, and potential lease, management contract, and construction manager at risk contract for the possible development and operation of a landfill. **(Glenn Gimbut)**

10. 2. MOTION TO GO BACK TO REGULAR SESSION

- 11.** Discussion and possible action on any and all matters regarding approval of an earnest money contract for the potential purchase of land for the intended purpose of a landfill. **(Glenn Gimbut)**

12. ADJOURNMENT



PRESENTATION

Regular City Council Meeting

4. 1.

Meeting Date: 07/08/2015

Presentation Topic/Summary:

Recognition of Newly Appointed Member Tadeo A. De La Hoya to the National Association of Latino Elected and Appointed Officials (NALEO). **(Robert A. Eads)**

Attachments

[NALEO Press Release](#)



CITY OF SAN LUIS
P.O. BOX 1170
1090 E. UNION STREET
SAN LUIS, ARIZONA 85349-1170
PH (928) 341-8520 * FAX (928) 341-8539

MEDIA RELEASE

June 25, 2015

FOR IMMEDIATE RELEASE

Contact: Geraldine Gutierrez

Tel: (928) 341 – 8520

Email: gegutierrez@cityofsanluis.org

TADEO A. DE LA HOYA IS ELECTED TO THE NALEO BOARD OF DIRECTORS

San Luis, Arizona — The National Association of Latino Elected and Appointed Officials (NALEO) announced the election of its new board member, Gadsden Elementary School District Board Member and Assistant to the City Manager Tadeo A. De La Hoya. Mr. De La Hoya was elected at the organization's board of directors meeting on June 20, 2015 in Las Vegas, Nev., following the group's 32nd Annual Conference.

The NALEO Board of Directors unanimously elected Mr. De La Hoya to serve an initial three-year term during its meeting.

“It is an honor to serve the Latino community in this new capacity,” said newly elected NALEO Board Member Tadeo A. De La Hoya. “I am humbled and it is a privilege to have the opportunity to work with every constituent and citizen to further NALEO’s mission to empower Latinos, engage them into important decisions and have them be part of the political process. I also look forward to work with the local district, community and the State of Arizona as a whole.”

Mr. De La Hoya met with three presidential candidates during the NALEO Annual Conference – former Secretary of State Hillary Clinton, Vermont Senator Bernie Sanders and Dr. Ben Carson. This was one of their first major public appearances since the beginning of the presidential campaign. They also addressed nearly a thousand elected and appointed Latino officials at a national leadership luncheon on Thursday, June 16, 2015.

The National Association of Latino Elected and Appointed Officials (NALEO) and the NALEO Educational Fund, is the nation’s leading non-profit organization that facilitates the full participation of Latinos in the American political process, from citizenship to public service.

Established in 1976, the NALEO is a 501 (c) (4) nonpartisan membership organization whose constituency includes the nation’s more than 6,000 elected and appointed Latino officials.

For more information please visit <http://www.naleo.org/>.

For more information about this topic, or to schedule a meeting with the City of San Luis Public Affairs Office, please call us (928) 341-8520 or email us at publicrelations@cityofsanluis.org.

Gerardo Sanchez, Mayor
Matias Rosales, Vice-Mayor

Africa Luna- Carrasco, Council Member
Ruben Walshe, Council Member

Mario Buchanan Jr., Council Member
Maria Cecilia Ramos, Council Member

Gloria Torres, Council Member
Robert Eads, City Manager



PRESENTATION

Regular City Council Meeting

4. 2.

Meeting Date: 07/08/2015

Presentation Topic/Summary:

Recognition of recently graduated Certified Public Managers: Sonia Cornelio, City Clerk; Enrique Lopez, Fire Captain and Angel Ramirez, Fire Captain. **(Robert A. Eads)**

Attachments

[CPM Certificates](#)

ASU Bob Ramsey
Executive Education

ARIZONA STATE UNIVERSITY

in cooperation with State, Federal, and
Local governments, and under the auspices of the
National Consortium of the Certified Public Manager® Program
hereby confers upon

Sonia Cornelio

the designation of

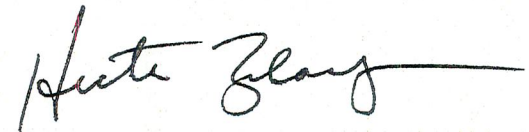
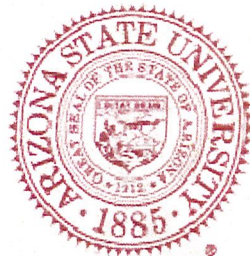
Certified Public Manager®

With all the rights, privileges, and honors thereunto appertaining
in testimony whereof we subscribe our names and affix the
seal of Arizona State University

Presented this 2nd day of June 2015



Jonathan Koppell
Dean, College of Public Service & Community Solutions



Hector Zelaya
Director, Bob Ramsey Executive Education

ASU Bob Ramsey
Executive Education

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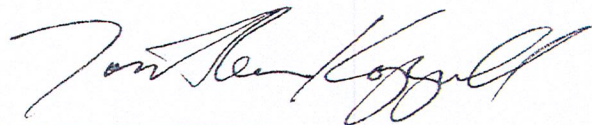
Enrique I. Lopez

the designation of

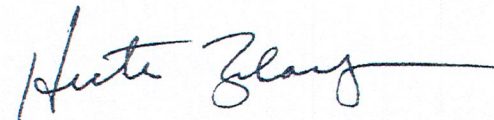
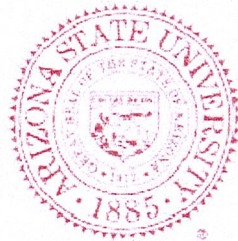
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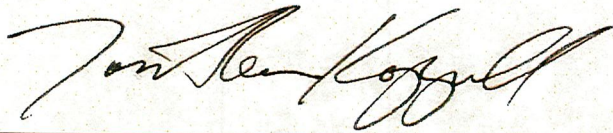
Angel Ramirez

the designation of

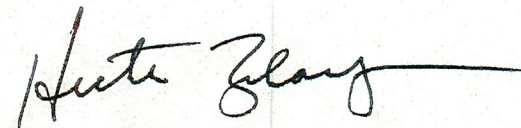
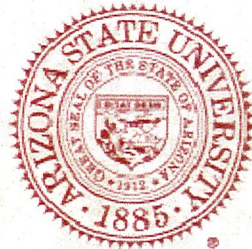
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Presented this 2nd day of June 2015



Jonathan Koppell
Dean, College of Public Service & Community Solutions



Hector Zelaya
Director, Bob Ramsey Executive Education



PRESENTATION

Regular City Council Meeting

4. 3.

Meeting Date: 07/08/2015

Presentation Topic/Summary:

Presentation by the San Luis Police Department to San Luis Police Athletic League boxers Jose Cordero and Anthony Clark for their participation at the USA Boxing Junior Olympic and Prep National Championships held from June 8 through June 13, 2015 in Charleston, West Virginia. **(Ernesto Prieto)**

Regular City Council Meeting

5. 1.

Meeting Date: 07/08/2015

Summary

Minutes of

Regular Council meeting held May 13, 2015

Special Council meeting held May 26, 2015

Regular Council meeting held May 27, 2015

Attachments

[5-13-2015 RCM](#)

[5-26-2015 SCM](#)

[5-27-2015 RCM](#)

MINUTES
Regular Meeting
San Luis City Council
San Luis Council Chamber
1090 E. Union Street
May 13, 2015
7:00 p.m.

CALL TO ORDER Mayor G. Sanchez called the Regular City Council meeting to order at approximately 7:07 p.m.

ROLL CALL

PRESENT: Mayor Gerardo Sanchez
Vice-Mayor Matias Rosales
Council Member Africa Luna-Carrasco
Council Member Maria Cecilia Ramos
Council Member Mario Buchanan Jr.
Council Member Ruben Walshe
Council Member Gloria Torres

OTHERS PRESENT: Robert Eads, City Manager
Tadeo De La Hoya, Assistant to the City Manager
Sonia Cornelio, City Clerk
Andrea Moreno, Police Administrator
Angel Ramirez, Fire Department
Aracely de la Hoya, Senior Services Director
Chris Kasid, Parks & Recreation Director
Daniel Paz, I.T. Director
Dereck Dueñas, I.T. Department
Eulogio Vera, Public Works Director
Geraldine Gutierrez, Asst. to Council/PIO
Glenn Gimbut, City Attorney
Jennifer Cisneros, Asst. Parks & Recreation Director
Jenny Torres, Community Development Director
John Starkey, Building Safety Director
Jose Guzman, Assistant Planner
Kay Macuil, Assistant City Attorney
Katie St. Louis, Finance Director
Maria Sabori, HR Senior Analyst
Olivia Jenkins, Utilities Director
Rosendo Morales, Court Magistrate
Victor Figueroa, Police Lieutenant
Yolanda Dueñas, Fleet Services/Facilities
Vianey Vega, Vega & Vega Engineering
Emma Torres, Campesinos Sin Fronteras

Lucy Lopez, Reporter
Francisca Guzman, Meeting Translator
Marco Santana, Police Sergeant
Edgar Juarez, Youth Center
Miguel Alvarez, Police Corporal
Nigel Reynoso, Police Sergeant
Alfredo Campa, Police Sergeant
Rick Baumermann, Fire Inspector
Diane Umphress, Amberly's Place
Guillermina Fuentes, Resident

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Council Member M. Buchanan Jr.

INVOCATION

The invocation was made by Mr. N. Reynoso, Police Sergeant

PROCLAMATIONS/PRESENTATIONS

- **Proclamation – National Police Week May 11-17, 2015**
Ms. Sonia Cornelio, City Clerk, read the proclamation in its entirety.

Mayor G. Sanchez proceeded to thank our police officers for putting on the uniform, their families for allowing them to do so, and thanking them for the service they provide for the City of San Luis.

- **Presentation of Years of Service plaque to retired employee, Noe Martinez, commending his 25 years commitment to the City of San Luis. (Mayor)**

Mr. Noe Martinez was presented with the award for a truly extraordinary accomplishment. Mr. Martinez has been a City employee from 1989-2015, he has worked in most departments recently working in Fleet Services. Mayor G. Sanchez, on behalf of City Council and the City of San Luis presented the plaque to Mr. Martinez for (25) twenty-five years of service. Mr. Martinez thanked the City Council, the City of San Luis and all co-workers.

- **Recognition of San Luis Police Athletic League (P.A.L.) Boxing Program Athletes and Coaches who participated in the 2015 State Championship Junior Olympics. (Jennifer Cisneros)**

Ms. Jennifer Cisneros, Assistant Parks and Recreation Director, introduced the San Luis P.A.L. boxing team, Detective Ernesto Prieto, Mr. Serrano and Mr. Edgar Juarez, Coaches and their boxers Anthony Clark and Jose Cordero.

Ms. Cisneros stated that they will be representing San Luis Arizona in the Regional Boxing Championship in Utah on May 22. Furthermore, she added that Detective Prieto has led the program for over fifteen (15) years. Not only has he been a coach but a mentor to all the kids. Teaching them more than just boxing but tried to teach them to be champions in and outside of the ring. He has sacrificed many hours, his personal time and his family time, for the program and that is something to be admired and honored. Boxing is more than just a sport to him. Boxing instills discipline and out of all the kids who have been a member of the program, not one has responded negative to be patient, to the hard physical work and praise that the coaches have given them. Ms. Cisneros was proud to announce that out of all of two-hundred fifty (250) coaches in Arizona, Detective Prieto had been named Assistant Coach for the Arizona boxing team for the regional championship, representing San Luis Arizona in May.

Detective Prieto introduced Coach Edgar Juarez, who has been the one who has made it the farthest, making it to the Olympic trials four (4) years ago. Losing with an Olympic alternate it was still an honor to participate. Coach Serrano started with P.A.L. by participating approximately three (3) years with them. Anthony Clark, fifteen years (15) old, was the regional champion two (2) years ago and is third state champion. Jose Cordero, state champ, would practice during the summer at six o'clock; he used to make a line at four o'clock with the field workers and be at the gym at six o'clock Monday through Friday and if there was practice on Saturday he never hesitated and always showed up.

It's a complete team, and two (2) from San Luis Arizona will compete at regionals in Utah once they come back, June 7 and 8. Aarons Electronics donated an item to be raffled to come up with the funds for regionals and nationals. Detective Prieto thanked the Mayor and City Council for the support given to the P.A.L. Program.

- **Presentation by the San Luis Police Department to Border Patrol Agents Ryan Ward, Matthew Arruda and Jesse Ring for their life saving service involving an incident on April 5, 2015. (Victor Figueroa)**

Mr. Victor Figueroa, Police Lieutenant gave a brief summary of what had happened that day. He said that the City of San Luis officers were dispatched to 8th Avenue and County 25th Street regarding an ATV accident. When the officers arrived there, they found the Border Patrol Agents that were just mentioned performing first-aid on the passenger of the ATV. If it had not been for them this passenger probably would have had more serious injuries, probably brain damage. He was not really breathing right so they opened his airway and the officers on scene observed that. The Border Patrol Agents were in the area close by so they assisted. The area right there is a little bit sandy so vehicles were a little bit hard to get in there. San Luis Police Officers got there in time but at the same time they did first aid on a patient which was a juvenile who was flown to Phoenix Children Hospital. Since then he has made a full recovery, but if it had not been for the actions the Border Patrol Agents took that day this could have been more tragic.

Mayor G. Sanchez thanked the Border Patrol Agents for their service and dedication.

CONSENT AGENDA

MINUTES OF

- Regular Council meeting held April 8, 2015
- Regular Council meeting held April 22, 2015

DISBURSEMENTS from April 13, 2015 to May 1, 2015

Total disbursements \$1,082,549.91

(One Million, Eighty-Two Thousand, Five-Hundred, Forty-Nine Dollars and Ninety-One-Cents)

1. Discussion and possible action to award a contract to James Davey and Associates, Inc. to provide construction management associated with the improvements on Beach Street (CDBG-SSP Project #132-15). (Jenny Torres)

MOTION: Council Member G. Torres/ Council Member M. Buchanan Jr. to approve the Consent Agenda as presented. Motion passed unanimously.

DISCUSSION AND POSSIBLE ACTION ITEMS:

2. Discussion and possible action on any and all matters regarding the appointment of a Border Trade Alliance (BTA) member. (Tadeo de la Hoya)

Mr. Tadeo De La Hoya, Assistant to the City Manager, explained that given consideration to the past appointment to the BTA and having Mr. R. Eads, City Manager, being a formal member of the BTA, staff is recommending that Mr. Eads be appointed to the Border Trade Alliance.

Mayor G. Sanchez asked Mr. R. Eads if he would like to accept the position, Mr. Eads responded that he gladly accepts the offer.

MOTION: Vice-Mayor M. Rosales/ Council Member M.C. Ramos to appoint Robert A. Eads, City Manager, to share on Border Trade Alliance Board of Directors. Motion passed unanimously.

3. Discussion and possible action on any and all matters regarding the appointment of a member to the Western Arizona Council of Governments (WACOG) Management Committee of the Executive Board. (Tadeo de la Hoya)

Mr. Tadeo De La Hoya, Assistant to the City Manager, stated that former City Manager Mr. Ralph Velez used to be part of WACOG Management Committee Board therefore, staff is recommending that Mr. R. Eads be appointed to serve on the Management Board.

MOTION: Vice-Mayor M. Rosales/ Council Member M. Buchanan Jr. to appoint Robert A. Eads, City Manager, to serve on the Western Arizona Council of Governments (WACOG) Management Committee Board. Motion passed unanimously.

4. Discussion and possible action on any and all matters regarding the relocation of the City Shop from 707 N. 1st Avenue to McCain Avenue. (Yolanda Dueñas)

Yolanda Dueñas, Fleet and Facility Department, explained that per the City council's request at the Budget retreat they were talking about making some more improvements at their current shop. The City's fleet is getting bigger and bigger; at their current site they really cannot do many improvements in it and they were requested to find a little bit of information on seeing if they could move to a different location which is on McCain Avenue, north of the Fire Station. The Preliminary Floor plan was included in the City Council's agenda packet where they can see where the design is. Mr. Vianey Vega from Vega & Vega Engineering will be giving more information on it.

Mr. Vega explained that when the process for the City Complex began there was a location for a road on the north side of the Fire Station. That was the direction they got to design something on that area there that can accommodate the City's Facility and Fleet services. They created an overlay for the Mayor and City Council to get an idea of where the building will sit on the overall City complex. They are expanding the McCain Avenue going north and then from that point they are creating two main entrances to the facilities. The very north entrance will get to Fleet Services shop. All the bays are supposed to be facing north. The driveway on the south end will give access to what will be the Facilities office and also will provide additional parking and access to the Fire Station that is located just south of the proposed site. They laid out the site to accommodate needs from the Fire Station for additional parking that will be required for the Facilities office and Fleet Service shop. They are also proposing a separate car wash site to be able to provide that service there as well.

The office is indented to be two thousand (2,000) square foot that will house all of Facilities operations. The new proposed shop building will be an overall one-hundred and seventy-eight (178) feet long by forty (40) feet long. Providing three (3) offices, a training room, and a shared room for both departments with plenty of storage. On the adjacent building there is one-hundred seventy-eight (178) foot long building that would be creating ten (10) bays where nine (9) are going to be serving as bays and one (1) bay is going to be dedicated for the office of two (2) storages and a restroom.

It was only a minor change they had to do on the building that was purchased to create an expandable end wall so that they can add the additional proposed area that would be one-hundred and twenty (120) feet additional bay that's going to be added on the metal building. So that building that was already purchased would just move to the side and would be able to use that building on this project. Mr. Vega created an engineer process estimate for the total cost of the building. The entire exterior is going to match the existing City complex. On the interior they are going to go a little bit more basic, there will not be high ceilings like there is all over in the City complex, there will be only ten

(10) foot ceilings to keep the price low. The only thing they do need to keep the same is the main entrance so that it resembles the other buildings and it will be over framing south of the main building. On the outside it is going to look just like the other buildings, the interior is going to be a little more cost effective and to keep the project's cost low, with the cost summing up to a total of \$160,020.00 to build the complex.

Mayor G. Sanchez stated that it is a very good workable number. Vice Mayor M. Rosales, asked if on the proposals Vianey Vega services were on presentation somewhere. Mayor G. Sanchez responded that they were not. That it was all just construction costs.

MOTION: Vice-Mayor M. Rosales/ Council Member M. Buchanan Jr. to approve the concept of relocating the City Shop to 707 N. 1st Avenue to McCain Avenue. Motion passed unanimously.

5. Discussion and possible action on any and all matters regarding the expenditure of funds to purchase two (2) power assisted patient transports and loading system holders (gurneys). (Angel Ramirez)

Mr. Angel Ramirez, Fire Captain, explained that on behalf of the City of San Luis Fire Department he is seeking approval to purchase two (2) power assisted patient transports to help firefighter paramedics move any patient to the ambulance and gurneys, as the City's gurneys are roughly ten (10) years old. The power assisted gurneys would help prevent less injuries to the firefighter paramedics. With the plan on buying two the price is not to exceed \$80,000.00. This funding is a budgetable item going through the general fund.

MOTION: Council Member M. Buchanan Jr. /Council Member A. Luna-Carasco to authorize the expenditure of funds to Furno Washington Inc. for an amount not to exceed \$80,000.00 as a source vendor person to the authority of Section 36.2 Exclusive Services of the San Luis City Code. Motion passed unanimously.

6. Discussion and possible action on any and all matters regarding the expenditure of funds to purchase two (2) Jaws of Life units. (Angel Ramirez).

Mr. Angel Ramirez, Fire Captain, stated that he is seeking approval to purchase two (2) Jaws of Life units that are powered by nineteen (19) bolts batteries. They are power supplied, lighter, more maneuverable, and at emergency scenes it will make things easier to deploy. They do not provide ignition source for operating around gasoline or other flammable vapors or fluids. Nor do they require hydraulic fluid sources or store gasoline oil. The ones they currently have right now are going off the lease and have been at the City for twelve (12) years. The batteries run up to ten garrn each and they are always going to be charged. If they were for any reason to be drained they can easily be connected to the fire trucks and charge them.

MOTION: Council Member M. Buchanan Jr. /Council Member G. Torres to authorize the expenditure of funds to L.N. Curtis and Sons for an amount not to exceed \$64,000.00 as a full source vendor person to the authority of Section 36.2 Exclusive Services of the San Luis City Code. Motion passed unanimously.

7. Discussion and possible action regarding the purchase of Virtual and Backup Servers. (Daniel Paz)

Mr. Daniel Paz I.T. Director, explained that the IT Department is seeking approval to purchase Virtual and Backup Servers. It was approved for next fiscal year but since there were funds left over on their current budget they would like to use that money to purchase the systems because they are desperately needed. This would be replacing six (6) of the current servers that are out of date and will be upgrading the backup systems that will be located outside of City Hall. This will be moving the City away from 2002 servers that end their life in July.

MOTION: Council Member G. Torres/ Council Member A. Luna-Carasco to authorize the purchase of the new server to for the total amount of \$41,192.10 for Dell Marketing in authorization of the San Luis City Code 36.2 for the state and federal concepts. Motion passed unanimously.

8. Discussion and possible action on any and all matters regarding the authorization to purchase fifteen (15) portable radios. (Victor Figueroa)

Mr. Victor Figueroa, acting Chief of Police, stated that the City of San Luis Police Department is seeking authorization to purchase fifteen (15) radios from Motorola. The current radios that are being used will be out of service, there will no longer be any parts for them and the maintenance for those radios will no longer be available. The portable radios were not budgeted but they will be utilizing funds from the general funds Capital Allied account. The current forty-five (45) radios they have been using by the Police Station since 2007; they are already have radios that are breaking down simple things like turning on and off. Usually these radios are good for ten (10) years. They only have five (5) of the new radios in service right now, with the technology these new radios can actually track the officers by GPS.

MOTION: Council Member R. Walshe/ Council Member M.C. Ramos to authorize the purchase of fifteen (15) portable radios from Motorola in the amount of \$58,809.75 under the authority of the San Luis City Code Section 36.09 Comparative Purchasing. Motion passed unanimously.

9. Discussion and possible action on any and all matters regarding the authorization to purchase five (5) vehicles. (Victor Figueroa)

Mr. Victor Figueroa, acting Chief of Police, stated that the San Luis Police Department is looking to replace their aging fleet of detective vehicles. Right now the detective

vehicles are the 2005 Convent Taurus which has more than one-hundred thousand (100,000) miles on them; one of the vehicles being used has already broken down. They are being used constantly by detectives transporting victims to Amberly's Place, the hospital, and not to mention to do follow ups on the cases. At the moment the Police Department is using corprethuter vehicles (thief vehicles) and are being adapted to protect the views. These as well are over one-hundred thousand (100,000) miles each. They are looking to buy two (2) Ford Escapes, three (3) Ford Fusions 2015. These vehicles will not be used for pursuit or anything that is considered a high risk event. They want the different vehicles to provide an element of surprise when arriving at a scene. This was not a budgeted item; they will be using the funds from the general fund capital outley account.

MOTION: Vice Mayor M. Rosales/ Council Member M. Buchanan Jr. to authorize the purchase of five vehicles from Chapman Ford in the amount of \$111,889.27 under the authority of the San Luis City Code Section 36.1G State Contracts. Item passed with six (6) aye votes and one (1) nay vote by Mayor G. Sanchez

10. Discussion and possible action on any and all matters regarding the purchase of two (2) 2014 Ford F-150's and one (1) 2015 Ford Explorer. (Christopher Kasid)

Mr. Chris Kasid, Parks and Recreation Director, explained that they still have money left in their budget and are interested in replacing two (2) of their Ford Rangers and their 2006 Ford Explorer that is close to one-hundred thousand (100,00) miles. The Ford Rangers are now being used on transporting lawn mowers throughout the City. The F-150 will be replacing the current Ford Rangers and the 2015 Ford Explorer would be replacing the 2006 Explorer and will be used by staff and also to take and bring kids to tournaments.

MOTION: Council Member M. Buchanan Jr. / Council Member M. Ramos to authorize Parks and Recreation to purchase two (2) 2014 Ford F-150's and one (1) 2015 Ford Explorer from Chapman Ford in Southern Arizona for the amount not to exceed \$71,451.99 under the authority of the San Luis City Code Section 36.01G. Motion passed unanimously.

11. Discussion and possible action on any and all matters pertaining to the approval to receive bids and enter into contract with the lowest responsive contractor for the construction of the Downtown Pavement Preservation "B" & "C" Streets. (Eulogio Vera)

Mr. Eulogio Vera, Director of Public Works, explained that the pavement of "B" & "C" Streets was a budgeted item for this fiscal year, they were hoping to have ADOT contactor Haydon to do the paving but they ran into problems with having the paving company do the work for them causing them to go into bids on the project. With the time frame only getting small there would be a bid held within a week time frame. The intent is to pave "B" between Archibald and Main and pave "C" they would be doing the same

thing except adding curves to make sure there is adequate drainage. Currently there is no drain or gutter on the south side and the current conditions of both streets are in need of being redone. The estimated cost is approximately \$78,000.00.

MOTION: Vice Mayor M. Rosales/ Council Member M.C. Ramos to approve Public Works to receive bid and incurrent deposit with the lowest deposit contractor for construction of the Downtown Pavement Preservation "B" & "C" Streets for the amount not to exceed \$104,000.00. Motion passed unanimously.

12. Discussion and possible action on any and all matters pertaining to the approval to enter into a contract to perform two (2) traffic studies on Juan Sanchez Boulevard. One will focus on its intersection with 10th Avenue and the second one will focus on the intersection with 4th Avenue and 1st Avenue. (Eulogio Vera)

Mr. Eulogio Vera, Public Works Director, said that both of these studies are needed, the one on 10th Avenue is going to help Public Works decide how they are going to improve the intersection and to eventually decide what improvements are needed along with the signal. The second study, 4th Avenue and 1st Avenue, is needed to improve not just City traffic but school traffic. This project has not started yet, but they have already gone ahead and started with a traffic count to make sure they account enough of the school traffic in their study.

MOTION: Council Member G. Torres/ Council Member M.C. Ramos to approve Public Works to contract the quorum engineering improvement project by conducting a traffic study on Juan Sanchez Boulevard for the amount not to exceed \$32,812.00. Motion passed unanimously.

13. Public hearing followed by discussion and possible action to approve Resolution No. 1095. A resolution of the Mayor and City Council of the City of San Luis, Arizona, County of Yuma, authorizing the submission of an application for FY 2015 Community Development Block Grant State Regional Account, certifying that said application meet the community's previously identified housing and community development needs and the requirements of the State CDBG Program, and authorizing all actions necessary to implement and complete the activities outlined in said application. (Jenny Torres)

A. Open Public Hearing

MOTION: Council Member A. Luna-Carrasco/Council Member M.C. Ramos to open the public hearing. Motion passed unanimously.

Ms. Jenny Torres, Community Development Director, explained that on February 12 the first public hearing was held for the CDBG grant application process and no members of the public attended except for the Public Works Department informing the need to improve Lakin Drive. Ms. Torres informed that a letter of intent was submitted to the

state informing of the City's intent to submit an application for the regional account. Ms. Torres added that this will be the second public hearing, which is a requirement and authorizing the resolution signifies that the City is authorized to submit the application; also that it meets the housing and community development needs of the City and that all CDBG regulations and procedures are being followed. The application amount is \$393,948.00 intended for Lakin Drive improvements, which will be replacing a sewer line and doing improvements on the asphalt, sidewalks, and driveways.

Mayor G. Sanchez asked what funding the City will be committing for this project. Ms. Torres responded that in the next item she will present a resolution covering the City' funding commitment.

There were no comments from the public present at the meeting.

B. Close Public Hearing

MOTION: Council Member M. Buchanan Jr. /Council Member A. Luna-Carrasco to close the public hearing. Motion passed unanimously.

C. Adoption of Resolution No. 1095

MOTION: Vice Mayor M. Rosales/Council Member M. Buchanan Jr. to adopt Resolution No. 1095. Motion passed unanimously

14. Discussion on any and all matters regarding Resolution No. 1096. A resolution of the Mayor and City Council of the City of San Luis, Arizona, County of Yuma, committing local funds as leverage for a FY 2015 Community Development Block Grant Application. (Jenny Torres)

Ms. Jenny Torres, Community Development Director, stated that this resolution is part of the CDBG regional account application. She informed that the total cost for Lakin Drive improvements is \$455,204.00, a portion of these funds is to pay for the engineer, construction, and part of the administration; she added that there is a gap of \$61,256.00 and with this resolution, the City is committing to this funding to complete the project.

MOTION: Council Member A. Luna-Carrasco/Council Member M.C. Ramos to adopt Resolution 1096. Motion passed unanimously.

15. Discussion and possible action and/or first reading of Ordinance No. 337. An ordinance of the City of San Luis, Arizona, amending the San Luis City Code Title IX, Chapter 95 relating to animals by adding Section 95.02, Animals Disturbing the Peace and Section 95.03 Penalty; repealing any conflicting provisions; providing for severability and providing penalties for violations. (Victor Figueroa)

Mr. Victor Figueroa, Acting Chief of Police, mentioned that this Ordinance is simpler, easier, short and basic. The Ordinance explains the penalties and what they are looking

for on the animals disturbing the peace. In essence any animal that barks excessively howls, crows, or makes another noise by day or night and disturbs the peace of any family. For the reason that the officer or animal control does not know why the animal is barking and disturbing the peace the officer will be observing from a distance to see how far the noise travels. If the noise can be heard two (2) or three (3) houses away then it is a loud noise complaint. Officers would be showing up at the owner's residence, advice them to control their pet and from there the officer may have the discretion to give them either one (1) warning at first and if they get called back again a few hours later then they will initiate a citation to the home owners.

A. Adoption of First Reading of Ordinance No. 337 by title only

MOTION: Council Member A. Luna-Carrasco/Council Member M. Buchanan Jr. to give first reading to Ordinance No. 337 by title only. Motion passed unanimously.

Ms. Sonia Cornelio, City Clerk, read first reading of Ordinance by title only.

16. Summary of current events by Mayor, Council Members, City Manager, and/or City Staff pursuant to A.R.S. §38-431.02 (K).

Mayor G. Sanchez reported that the Baja Expo would be taking place on the weekend. Mayor G. Sanchez and Vice Mayor M. Rosales would be going to Washington D.C. they are leaving on the 19th they will be there the 20th to the 21st of May.

CALL TO THE PUBLIC

Mr. Ivan Gutierrez, Campesinos Sin Fronteras, stated that they have been trying to proclaim a smoke-free area in the City of San Luis. They are now going to try to advocate for making Joe Orduño Park smoke-free.

Ms. Guillermina Fuentes, 1630 N. 9th Avenue, stated that she has a complaint towards the Police Officers who solicit their time at Mr. Lara's store during work hours in the City patrol vehicles.

EXECUTIVE SESSION

ES1. Discussion and possible action to hold an executive session pursuant to A.R.S. §§38-431.03.A.1 and 38-431.03.A.3 on any and all matters relating to the position of prosecutor and the recruitment, employment, assignment, appointment, and/or salaries of that position, and legal advice from the City Attorney regarding the duties of that office, the workload, and the performance of those duties.

VOTE TO HOLD EXECUTIVE SESSION PURSUANT TO A.R.S. §§38-431.03.A.1 and 38-431.03.A.3

MOTION: Vice Mayor M. Rosales/ Council Member M.C. Ramos to go to Executive Session at approximately 8:28pm. Motion passed unanimously.

MOTION TO GO BACK TO REGULAR SESSION

MOTION: Council Member M. Buchanan Jr/ Vice Mayor M. Rosales to go back to Regular Session. Motion passed unanimously at 9:15pm.

17. Adjournment

MOTION: Vice Mayor M. Rosales/ Council Member M.C. Ramos to adjourn the meeting at approximately 9:15 p.m. Motion passed unanimously.

MINUTES
Special Meeting
San Luis City Council
San Luis Council Chambers
1090 E. Union Street
May 26, 2015
6:30 P.M.

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

CALL TO ORDER Mayor Sanchez called the Special City Council meeting to order at approximately 6:33 p.m

ROLL CALL

PRESENT: Mayor Gerardo Sanchez
Vice Mayor Matias Rosales
Council Member Ruben Walshe
Council Member Gloria Torres
Council Member Mario Buchanan Jr.
Council Member Africa Luna-Carrasco
Council Member Maria Cecilia Ramos

OTHERS PRESENT: Robert Eads, City Manager
Tadeo A. De La Hoya, Assistant to the City Manager
Sonia Cornelio, City Clerk
Glenn Gimbut, City Attorney
Angelica Cifuentes, Budget and Procurement
Aracely De La Hoya, Senior Center Director
Eulogio Vera, Public Works Director
Derek Dueñas, IT Specialist
Maria Sabori, HR Senior Analyst
John Starkey, Zoning Administrator
Kay Macuil, Assistant City Attorney
Victor Figueroa, Acting Chief of Police
Jenny Torres, Community Development Director
Katie St. Louis, Finance Director
Manuel Rojas, Assistant Public Works Director
Olivia Jenkins, Utilities Director
Enrique Lopez, Fire Captain
Rodrigo Valencia, Fire Department
Eddie Ramirez, Fire Department
Lucy Lopez, Reporter

Cesar Neyoy, Bajo el Sol Reporter
Noel Chavez, Fire Department
Fabian Felix, Fire Department
Javier Gonzalez, Fire Department
Omar Velazquez, Parks Supervisor

DISCUSSION ITEMS:

1. Discussion on any and all matters pertaining to Text Amendment Case No. 2015-0106-an amendment to the City of San Luis Zoning Ordinance correcting and amending various zoning district uses followed by discussion on any and all matters regarding Ordinance No. 338. An Ordinance of the Mayor and Council of the City of San Luis, Arizona, amending Ordinance No. 332 by reference and fixing the effective date thereof; repealing any conflicting provisions; and providing for severability. (John Starkey)

Mr. John Starkey, Zoning Administrator, explained that this change would be the first one of the few that will go through as they change the Zoning Ordinance to better fit the way staff wants to see things develop in the City. This precise change deals with four items, the first one regarding the complaints they have received regarding the exterior storage of items for sale along Main Street that being said, patio sales on Main Street will be illegal. Once the amendment is adopted to the zoning, the zoning arcs will not allow the residents to have products stored outside in a General Commercial or Community Commercial Zoning District, C2, which is most of the downtown area. The only exception is unless one applies for a conditional use permit as they are to allow to do that. That way if one wants to store bicycles outside or stuff outside for sale they need to go to the Planning Commission and then to the Council to get permission to do so. Therefore, there will be a better control of people stacking a lot of stuff outside their storage. The second part of the text amendment is correcting the clerical mistake with the medical marijuana dispensary. Only a medical marijuana dispensary is allowed in a General Commercial and not for growing. The growing facilities will be allowed in Industrial and Agriculture Districts. The third part of this ordinance is pertaining to allowing mini storage, self-storage (like the hill side storage behind the post office) units in the Community Commercial Zoning Districts, General Commercial as a conditional use. That way the Zoning District still has control on how they are set up. The fourth part of this Text Amendment is to allow medical marijuana dispensaries and medical marijuana growing facilities in the Heavy Industrial District.

These changes will go into effect by the end of June 2015.

2. Discussion on any and all matters regarding the retaining walls and other possible issues on the hillside east of San Luis Plaza Drive. (John Starkey)

Mr. John Starkey, Zoning Administrator, stated that with the remodels on Main Street one way, more traffic will be traveling more on San Luis Plaza Drive with the one-way

concerns of more debris being added on and making the hill side more visible, aesthetic and nicer looking. With major stores down there, businesses looking into relocating down there, and commercial property that is vacant, the way it is now will not draw much attention one would hope for. Mr. Starkey brings to attention that if Council would like the property, it could be landscaped more and a better maintenance of the area can be performed overall. The next phase of that project is actually the East Main Canal that had been buried when that street was built. The first hill with the flat top is actually the Yuma County Water Users Association land; they did indeed go in with equipment and cleaned it up nicely. On top is private land along with a road way that was never developed. Referencing to the photo from his PowerPoint he notes the end of the retaining wall, being C Street up to the end of Mesa Street, with most of the area being filled in with concrete debris, which is illegal by Building Codes and Zoning Ordinance requirements. Mr. Glenn Gimbut, City attorney, spoke about the complaints from the Water Users Association about stuff coming down to their sites from up on top. Some of the fence have eroded from beneath it and is structurally not that safe and restated the issue about construction debris. Bringing to light different tools that could be used to fix, and highly recommending if anything is going to be done with the top of the hill to do it in coordination with the Water Users Association which is the middle of the hill. Regarding the amount of debris making the City loses value. Lieutenant V. Figueroa stated that the San Luis Police Department could better enforce the law towards those people, as long as Council and the City stand firm on the process of cleaning the hillside; all broken laws could be brought to light and enforced.

3. Discussion on any and all matters regarding the Fire Department's personnel salaries. (Council Member R. Walshe)

Council Member R. Walshe requested this item to give the firefighters the opportunity and time to be acknowledged by all the Council Members and to know the situation going on in the City's Fire Department, opening the floor to the firefighters present to talk and give more information about what is happening.

Mr. Enrique Lopez, Fire Captain, takes the floor to answer any questions Council may have. With their Department Head on medical leave he will not answer any questions pertaining to him. He explained that when a firefighter gets a promotion one gets a raise from each promotion and a higher skill. The six (6) captains got together and a small survey on the City of Yuma Fire Station Three was done, which is on Arizona and 24th. City of Yuma Fire Station Three runs 4,000 calls a year and the City of San Luis does the same amount a year. Voicing the concerns of his men, he is again trying not to overstep the boundary. He briefly noted that the basic EMT firefighter one and two start off making \$41,000.00 the City of San Luis starts them off at \$35,000.00. With the approval of Mayor and Council, he wants to request a Work-Session to further discuss the item. Mayor G. Sanchez notes that it is something that can be worked out, but because of the budget and the constraints he does not know how much could be done. While the situation will be solved Mayor G. Sanchez just wishes there was more time because of the budget restraints. He added that The City of San Luis will not be the same as the City of Yuma because their budget is ten (10) times larger than The City of

San Luis. The minute they adjust something it affects everyone, especially when it is something large like adding a new position in fire. Salaries need to be compared not just to Yuma but demographically. Mr. E. Lopez was asked why this item was not budgeted. Mr. E Lopez, Fire Captain, responded that while it was an important item, they stayed quiet to work on getting a new engine and to grow the Fire Department. With the insurance and cost of living going up, they just hoped it would be something across the board to everyone. With a flaw in the salary created by someone who no longer works for the City brings more light into a new salary survey, that includes every employee in the City, to look into the highest paid and the lowest paid. Ms. M. Sabori, Human Resources Department, explained that the same person who generated and conducted the survey last time, in 2006 or 2007, would be the same ones conducting this year's survey that should be done this June. Clearing up any confusion, T. De La Hoya, Assistant to the City Manager, says there is a certain amount budgeted to start with employees that are lowest paid according to the newest salary, and there has been adjustments for the past four (4) or five (5) years but only when Department Heads request it. Based on the current report there is money being budgeted to start with whoever is the lowest paid employee, while there is no number present at the moment there are adjustments. Discussing the Fire Department changes in the Paramedics Engineer was budgeted last time but needs to be fixed this time around so that Paramedics become a skill instead of a position. Referring back to the last raise which was only three (3) percent was in 2012 which was with the last survey. With money put aside Mr. R. Eads, City Manager, stated once the survey comes out they will start addressing those changes with no set method being used.

4. Discussion on any and all matters regarding Main Street sidewalk sales. (Council Member R. Walshe)

Council Member R. Walshe mentioned that this was requested to know who exactly would be taking care of the situation and when they will be taking care of it. Council Member A. Luna-Carrasco pointed out if the City wants to move up to the next level the City must be working together and soon. With the progress on Main Street there needs to be more beautification on the sidewalk sales. Mayor G. Sanchez answered that by saying if six (6) Council Members show up to the meetings on the next day and there's a vote that was approved by June 26th, sidewalk sales will no longer be available in the City of San Luis without a condition use permit. Mr. John Starkey, Zoning Administrator, added that after it gets approved he will be sending letters to all the property owners telling them that use is no longer permitted along with stacking items outside the building, explaining the use of a condition of use permit system. While a conversation about the placing of the trashcans in the front of the stores was discussed it was determined that truly is all about just enforcing the City's rules and regulations. With 12.2 million dollars invested on Main Street there must be more enforcement of the rules.

5. Follow-up on any and all matters regarding Waste Water employees investigating sewer line blockage on private property. (Council Member R. Walshe)

Council Member R. Walshe explained that this is a follow up on what was discussed at the retreat for the Council Members who were not in attendance. This was discussed with Mr. Manuel Rojas, assistant Public Works Director, questions of what is happening with the situation and if they are still going in. Mr. Glenn Gimbut, City Attorney, added that going to the City's sewer, clean out and sending a camera in to see what exactly is causing the blockage is fine there is no need for waivers or permission and they will not be breaking the laws, trespassing or doing private plumbing work either. The only thing that will be done is the inspection. Mr. Rojas explained that the Public Works Department on the average receives four calls a month and during the day where there is an issue about a blockage in the sewer line. Referencing to a picture on the presentation he explained that the yellow line is a property line, from that line to the main sewer is the City's responsibility. From the yellow line to the house is the resident's responsibility. Now on a typical blockage on private property staff check their man holes, if they are preflowing they continue to contact the customer or resident and they will check the clean out which is the only way they can know what is going on. If the clean out is dry they notify the customers and the issue is between the clean out and the house making it the resident's responsible. If the clean out is full of water, there is an issue, but where the plug is that it is up to City staff to determine where the blockage is at. While the blockage could be on the street, the lines could not be fully connected to the residences, or a regress flow, it is up to the City to fix the situation. In that particular stream it is a typical blockage on private property, staff will go in and do an inspection via a cleanup to determine if it is on the owners or the City's side after that a TB inspection is done and document it. When Mr. Rojas had met with Mr. Gimbut and Mr. Robert Eads, City Manager, they had recommended for them to provide a standard operating procedure, a written procedure for all operators to review, and give them instructions. What is coming out has the input of everyone in the division. This will be done once the draft passes legal review and presented to the Mayor and Council for approval.

DISCUSSION AND POSSIBLE ACTION ITEMS:

VOTE TO HOLD EXECUTIVE SESSION PURSUANT TO A.R.S. §§38-431.03.A.1, 38-431.03.A.3, 38-431.03.A.4 and 38-431.03.A.7

MOTION: Council Member A. Luna-Carrasco/ Council Member M.C. Ramos to go to Executive Session at approximately 7:50 pm. Motion passed unanimously.

6. Discussion and possible action to hold an executive session pursuant to A.R.S. §§38-431.03.A.1 and 38-431.03.A.3 on any and all matters relating to the position of prosecutor and the recruitment, employment, assignment, appointment, and/or salaries of that position, and legal advice from the City Attorney regarding the duties of that office, the workload, and the performance of those duties. (Glenn Gimbut)

7. Discussion and possible action for an executive session pursuant to A.R.S. §§38-431.03.A.3, 38-431.03.A.4 and 38-431.03.A.7 with respect to the proposed landfill project. (Glenn Gimbut)

MOTION TO GO BACK TO REGULAR SESSION

MOTION: Council Member A. Luna-Carrasco/ Mayor G. Sanchez to go back to Regular session at approximately 9:38pm. Motion passes unanimously.

8. Adjournment

MOTION: Council Member A. Luna-Carrasco/ Council Member G. Torres to adjourn the meeting at approximately 9:58 pm. Motion passed unanimously.

MINUTES
Regular Meeting
San Luis City Council
San Luis Council Chamber
1090 E. Union Street
May 27, 2015
7:00 P.M.

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

CALL TO ORDER: Vice-Mayor M. Rosales call the meeting to order at approximately 7:03 pm.

ROLL CALL

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

ABSENT: Council Member Ruben Walshe

OTHERS PRESENT: Tadeo De La Hoya, Assistant to the City Manager
Sonia Cornelio, City Clerk
Chris Kasid, Parks & Recreation Director
Daniel Paz, I.T. Director
Eulogio Vera, Public Works Director
Geraldine Gutierrez, Asst. to Council/PIO
Jenny Torres, Community Development Director
John Starkey, Building Safety Director
Jose Guzman, Assistant Planner
Ketie St. Louis, Finance Director
Olivia Jenkins, Utilities Director
Victor Figueroa, Acting Chief of Police
Yolanda Dueñas, Fleet Services/Facilities
Vianey Vega, Vega & Vega Engineering
Emma Torres, Campesinos Sin Fronteras
Francisca Guzman, Meeting Translator
Alfredo Campa, Police Sergeant
Rick Baumermann, Fire Inspector
Victor Oliveras, Animal Control Officer

Greg Torok, Attorney

PLEDGE OF ALLEGIANCE:

The Pledge of Allegiance was led by Vice-Mayor M. Rosales

INVOCATION:

The invocation was made by Council Member M.C. Ramos

CONSENT AGENDA

MINUTES OF

-Budget Retreat held April 18, 2015

DISBURSEMENTS from May 4, 2015 to May 15, 2015

Total disbursements \$734,376.65

(Seven-Hundred, Thirty-Four Thousand, Three-Hundred, Seventy-Six Dollars and Sixty-Five Cents)

MOTION: Council Member G. Torres/ Council Member M.C. Ramos to approve the Consent Agenda. Motion passed unanimously.

Mayor G. Sanchez Moved Call to the Public to the beginning of the meeting.

CALL TO THE PUBLIC

Mr. Ernesto Prieto, San Luis Police Detective, introduced Mr. Angel Serrano, Boxing Assistant Coach and Jose Cordero the newest regional champion as well as Anthony Clark, who are now preparing for nationals in Charleston, West Virginia from June 7th to the 14th. This would be the first time San Luis P.A.L. will be participating in nationals with youth. Due to the reason that the Arizona regionals were after, and participation from many states, the hotel for Nationals ended up being completely booked, because of that, they had to start looking at other options. The cheapest one they found that worked for them was at \$900.00, with that high cost they are seeking assistance from the City. Mr. Vianey Vega, Vega and Vega Engineering, stated he would donate \$500.00 to help the San Luis P.A.L. compete in nationals.

Mr. Pablo Villa, 1364 San Francisco St. San Luis, Arizona, asked for the Council and City's support. On June 5th-7th he will be attending a Business Convention in San Francisco, where he is going to be perusing to start his own nonprofit organization where he can open his own tutoring and mentoring program in the City of San Luis. He sees a great potential, seeing a lot of kids with great things but certain things always get in between; the kid not succeeding and doing the best they could do. His sophomore year of high school he started tutoring kids in his high school and volunteered at Parks and Recreation with Ms. Jennifer Cisneros, Assistant Parks and Recreation Director,

supporting and helping him. Since then he has decided to do his very own business deciding that a nonprofit business was the way to go to help the students. As a college student now he is helping kids at Arizona Western College in mentoring and tutoring. He had the opportunity to go to the Business Convention in San Francisco to learn more things and to see if there was more ways to start the business the way he envisioned it to bring it to the community and help. He already applied for a civic contribution with the help of Ms. Angelica Cifuentes, Budget and Procurement Compliance Specialist, and wanted to address the City Council to formally request support for the money that would be used for travel and hotel expenses. Currently he is doing a fundraiser by selling chocolates house to house to raise money to go to the trip. This program is opening a lot of doorways to help him with the goal of opening the nonprofit business

Ms. Emma Torres, Campesinos Sin Fronteras, thanked to Council for the opportunity they have given them to work together in the community. They will be vacating their current building to not relocate but reorganize their offices, she is moving most of their people into the Fernando Padilla to have a multi-service center to bring together their health programs, youth programs, and parenting programs all together being the only reason they are moving into the other building. They do not take for granted the opportunity the City gives them to work in the community. They have invested in the building they are vacating almost \$32,000.00 putting new floors and paint. They left the building in perfect condition, leaving a very nice building for the City ready to move in.

DISCUSSION AND POSSIBLE ACTION ITEMS:

1. Discussion and possible action to ratify and approve Request for Qualifications for a landfill for the City of San Luis. (Eulogio Vera)

Mr. Eulogio Vera, Public Works Director, explained that the Request for Qualifications needs to be ratified that went out on the 17th of the month, to supervise and approve that they went out to request for their qualifications for CMR and Operator of Landfill. They are looking to get a qualified CMR to be able to put together a packet according to the RFQ requirements that had been put together by Mr. Gimbut.

MOTION: Council Member G. Torres/ Council Member M.C. Ramos to ratify and approve the Request for Qualifications for the City of San Luis landfill budget as presented. Motion passed with five (5) aye votes and one (1) nay vote from Council Member A. Luna-Carrasco.

2. Discussion and possible action on any and all matters regarding the awarding of a bid and the approval of contract for the paving of the Joe Orduno Park south parking lot. (Chris Kasid)

Mr. Chris Kasid, Parks and Recreation Director, stated that the department had gone out to bid for the south parking lot at Joe Orduno Park receiving two competitive bids. One bid came from DPE Construction and another from Asemic Construction Material.

The lowest bid was from DPE Construction in the amount of \$226,015.00 this project is a budgeted item and is ready to get started. This should be completed by June 30th.

MOTION: Council Member M.C. Ramos/ Council Member A. Luna-Carrasco to award the bid for Joe Orduno parking lot paving project to DPE Construction Inc. in the amount of 226,015.00 and approve to authorize a contract to DPE Contraction Inc. in a form as contained in a bidding document for the project in that amount. Motion passed unanimously.

3. Discussion and possible action on any and all matters regarding Resolution No. 1097. A resolution of the Mayor and City Council of the City of San Luis, Arizona, approving an amended License Agreement for the City building located at 600 Second Avenue with non-profit corporation of Campesinos Sin Fronteras. (Kay Macuil)

Mr. Tadeo De La Hoya, Assistant to the City Manager, explained that this request came from Campesinos Sin Fronteras to vacate the old utilities building on B Street and move to the building right at the corner on Second Avenue. Their current License Agreement is to rent the space for \$50.00 and they would be paying utilities. As of now they pay \$873.00 for both buildings. The building they will be moving into has already been occupied by them they will just be moving services into the new building. Mr. De La Hoya added that to clear any confusion any nonprofit organization can rent a facility from the City.

MOTION: Council Member G. Torres/ Council Member M.C. Ramos to approve 1097 to authorize the execution of any amended License Agreement with Campesions Sin Frontreras in the form of City building at 600 Second Avenue in San Luis, Arizona. Motion passed with five (5) aye votes and one (1) nay vote from Council Member M. Buchanan Jr.

4. Public hearing followed by discussion and possible action on any and all matters regarding Resolution No. 1098. A Resolution of the Mayor and Council of the City of San Luis, Arizona, amending water, sewer rates and charges for hotels and motels as imposed by Resolution No. 1009, providing and effective date for said charges, repealing any conflicting provisions, and providing for severability. (Olivia Jenkins)

A. Open Public Hearing

MOTION: Council Member A. Luna Carrasco/ Council Member M. Buchanan Jr to open public hearing. Motion passed unanimously.

Ms. Olivia Jenkins, Utilities Director said that this is something that had been discussed for over three (3) to four (4) years, since the last deduction increases. There are four different categories of customers, which are: residential, commercial, government and schools. Hotels and motels get classified for rate purposes under residential and now

the City wants to make it unified since their category is commercial and they want to apply the commercial sewer and water rates instead of having residential-commercial and residential. At this moment the City is charging them for room, this change will be making them commercial. The hotel has been charged as residential since the first rating census. Since they are short term and not long term they should not be charged as residential.

B. Close Public Hearing

MOTION: Council Member M. Buchanan Jr. / Council Member A. Luna Carrasco to close public hearing. Motion passed unanimously.

C. Adoption of Resolution No. 1098

MOTION: Council Member M. Buchanan Jr. / Council Member A. Luna Carrasco to pass and adopt Resolution 1098 changing water and sewer rates for hotels and motels from residential to commercial rates effective July 1st 2015. Motion passed unanimously.

5. Discussion and possible action on any and all matters regarding approval of Second Reading of Ordinance No. 337. An Ordinance of the City of San Luis, Arizona, amending the San Luis City Code Title IX, Chapter 95 relating to animals by adding Section 95.02, Animals Disturbing the Peace and Section 95.03 Penalty; Repealing any conflicting provisions; providing for severability and providing penalties for violations.

(Acting Chief of Police Victor Figueroa)

Mr. Victor Figueroa, Acting Chief of Police, clarified that the City is not after the owners of the dog, that is once to many times Police Officers are called for dog disturbances and it is not fair they get to tell the residents they cannot do anything about it. Now the resident is responsible for their pets. With several calls regarding the ordinance they have been explaining to the public if their dog barks one time they are not going to go and fight them, this is for when the dog barks or howls excessively for hours straight disturbing the peace.

A. Approval of Second Reading of Ordinance No. 337 by title only

MOTION: Council Member M. Buchanan Jr/ Council Member M.C. Ramos to approve Second Reading of Ordinance No. 337 by title only. Motion passes with four (4) aye votes and two (2) nay votes from Council Members A. Luna-Carrasco and G. Torres.

Ms. Sonia Cornelio, City Clerk, read Ordinance No. 337 by title only.

B. Approval and adoption of Ordinance No. 337

MOTION: Vice Mayor M. Rosales / Council Member M. Buchanan Jr to approve and adopt Ordinance No. 337. Motion passed with four (4) aye votes and two (2) nay votes from Council Member A. Luna-Carrasco and G. Torres

6. Public hearing regarding any and all matters concerning Text Amendment Case No. 2015-0106-An Amendment to the City of San Luis Zoning Ordinance correcting and amending various zoning district uses followed by discussion and possible action to approve Ordinance No. 338. An Ordinance of the Mayor and Council of the City of San Luis, Arizona, amending Ordinance No. 332 by reference and fixing the effective date thereof; repealing any conflicting provisions; and providing for severability.

(John Starkey)

A. Open Public Hearing

MOTION: Council Member A. Luna-Carrasco/ Council Member M. Buchanan Jr. to open public hearing. Motion passed unanimously.

Mr. John Starkey, Zoning Administrator, stated that there will be four (4) changes to the Amendment, the first section will be dealing with community commercial, C2. They will no longer be allowing storage of material for sale outside, in order to have outdoor sales of material in the C2 Zoning District they would need to apply for a Conditional Use Permit as before one was able to just stack the stuff outside, in particular on Main Street it would cause pedestrian problems. The second part deals with medical marijuana dispensaries in the same district, C2, is to clarify that dispensaries are allowed as a conditional use and not a growing facility. The third part deals with self-storage facilities in allowing the use as a conditional use in Community Commercial Districts, meaning they would have to submit an application, plans and show what they are going to do. The fourth part of the Text Amendment regarding towards the medical marijuana growing facilities and dispensaries it will be allowed in the Light Industrial District and Heavy Industrial District as a conditional use not as a right but a conditional use.

B. Close Public Hearing

MOTION: Council Member A. Luna-Carrasco/Vice Mayor M. Rosales to close public hearing. Motion passed unanimously.

C. Approval of Ordinance No. 338 by title only

Ms. Sonia Cornelio, City Clerk, read Ordinance No. 338 by title only.

D. Adoption and approval of Ordinance No. 338 and declare an emergency

MOTION: Member A. Luna-Carrasco/ Vice Mayor M. Rosales to approve and adopt Ordinance No. 338 and declare an emergency. Motion passed unanimously.

7. Summary of current events by Mayor, Council Members, City Manager, and/or City Staff pursuant to A.R.S. §38-431.02 (K).

Mayor G. Sanchez reported that he and Vice Mayor M. Rosales went to Washington D.C. last week for less than 48 hours to give a small speech for eight minutes. Out of all the presentations Mayor G. Sanchez's was the only one that got applauded, not only that but they were asking questions and were intrigued in the situation here in San Luis. Their point was made and hopefully bring them closer to their end goal. What was discussed was the Port of Entry Lines, Port of Entry I and Port of Entry II there were a lot of positive comments, especially from the Head of Departments of Mexico. They are constantly being told that there is no money, but yet Calexico, El Centro received \$300 million almost \$400 million they only asked for \$32 million but now the Mayor is asking for \$495 million for both ports of entries, I and II.

Vice Mayor M. Rosales and Council Member M.C. Ramos were with the boxing group and Officer Prieto at 4:00 pm that day when they were interviewed by Univision, they were very interested and intrigued about the services the City offers for the youth. They found it interesting that the City is able to provide the Youth Center at no charge to help the kids stay busy and teach them physical boxing and sportsmanship. Being compared to Yuma where they charge around \$142 dollars for a two (2) week period where the City does it at no cost for residents. They were there to promote and to get people's attention.

8. Adjournment

MOTION: Council Member G. Torres/Council Member M. Buchanan Jr. to adjourn the meeting at approximately 7:54pm. Motion passed unanimously.

Regular City Council Meeting

5. 2.

Meeting Date: 07/08/2015

Summary

Disbursements from June 15, 2015 to June 26, 2015

Total Disbursements \$887,839.92

(Eight Hundred, Eighty-Seven Thousand, Eight Hundred, Thirty-Nine Dollars and Ninety-Two Cents)

Attachments

Disburesements 6/24/2015

City of San Luis
Payment Batch Register
 Bank Account: 1BYPAYABLE - 1st BY Accounts Payable
 Batch Date: 06/15/2015

Schedule A
 Transaction Amount

| Type | Date | Number | Source | Payee Name | EFT Bank/Account | Transaction Amount |
|---|------------|------------------|------------------|--|------------------|--------------------|
| Bank Account: 1BYPAYABLE - 1st BY Accounts Payable | | | | | | |
| Check | 06/15/2015 | 71443 | Accounts Payable | CENTURYLINK | | 117.76 |
| | | Invoice | Date | Description | | Amount |
| | | 2015-00001217 | 06/15/2015 | LONG DISTANCE PHONE SERVICE - APRIL 2015 | | 117.76 |
| Check | 06/15/2015 | 71444 | Accounts Payable | GUTIERREZ, GERALDINE | | 355.00 |
| | | Invoice | Date | Description | | Amount |
| | | GUTIERREZ 061515 | 06/15/2015 | TRAVEL - NALEO 32ND ANNUAL CONFERENCE | | 355.00 |
| Check | 06/15/2015 | 71445 | Accounts Payable | PITNEY BOWES CREDIT CORP | | 98.35 |
| | | Invoice | Date | Description | | Amount |
| | | 9432825-MY15 | 05/13/2015 | MAILING SYSTEM FOR THE COURT - MAY 2015 | | 98.35 |
| 1BYPAYABLE 1st BY Accounts Payable Totals: | | | | Transactions: 3 | | \$571.11 |
| Checks: | | 3 | | \$571.11 | | |

Prepared By:
Maggie Dominguez
 Date: *Maggie D.*
6/15/15

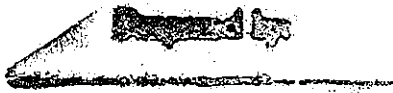


Pay Day Register Report ^{Schedule B}

Pay Date Range 05/30/15 - 06/12/15

Pay Batch 201512

| | | | | |
|--------------------------|---------------------|-----------|-------------------------|------------------|
| PSPRS POLICE | 6,406.82 | 57,980.34 | NetSpend Corporation DD | 100.00 |
| STANDARD LIFE ADDTNL | 722.60 | .00 | Sunbank | 1,540.13 |
| TRANSWESTERN MEXICAN | 134.40 | .00 | THE FOOTHILLS BANK | 1,276.48 |
| U.S. MEX DENTAL - EE & | 397.00 | .00 | WASHINGTON FEDERAL | 3,064.15 |
| U.S. MEX DENTAL - EE & | 119.10 | .00 | Wells Fargo | <u>48,072.44</u> |
| UNITED WAY | 38.00 | .00 | Total | \$202,512.66 |
| US & MEX DENTAL= FAMILY | 768.18 | .00 | | |
| US & MEX HEALTH = C | 5,621.20 | .00 | Check | \$31,300.38 |
| US & MEX HEALTH = FAMILY | 4,084.24 | .00 | | |
| US & MEX HEALTH = SP | 1,545.83 | .00 | | |
| VSP - VISION FAMILY | <u>625.95</u> | .00 | | |
| Net | <u>\$233,813.04</u> | | | |



City of San Luis
Payment Batch Register

Bank Account: 1BYPAYABLE - 1st BY Accounts Payable
 Batch Date: 06/17/2015

Schedule C
 Transaction Amount

| Type | Date | Number Source | Payee Name | EFT Bank/Account | Transaction Amount |
|---|------------|---------------------------------|------------------------------------|------------------|-------------------------|
| Bank Account: 1BYPAYABLE - 1st BY Accounts Payable | | | | | |
| Check | 06/17/2015 | 71446 Utility Management Refund | CORTEZ , ANA L | | 279.80 |
| | | Account Type | Account Number | Transaction Date | Transaction Type |
| Check | 06/17/2015 | 71447 Utility Management Refund | JUAREZ, JOSHUA - GROUP# 62 | | 33.10 |
| | | Account Type | Account Number | Transaction Date | Transaction Type |
| Check | 06/17/2015 | 71448 Utility Management Refund | PELAYO, MARGARITA & MANUELA RIVERA | | 152.96 |
| | | Account Type | Account Number | Transaction Date | Transaction Type |
| Check | 06/17/2015 | 71449 Utility Management Refund | PEREZ, SERGIO & JAZMIN ARELLANO | | 109.06 |
| | | Account Type | Account Number | Transaction Date | Transaction Type |
| Check | 06/17/2015 | 71450 Utility Management Refund | RAMIREZ , JORGE | | 20.52 |
| | | Account Type | Account Number | Transaction Date | Transaction Type |
| Check | 06/17/2015 | 71451 Utility Management Refund | RODRIGUEZ , RIGOBERTO | | 25.95 |
| | | Account Type | Account Number | Transaction Date | Transaction Type |
| Check | 06/17/2015 | 71452 Utility Management Refund | VIERA , DIANA Y | | 73.47 |
| | | Account Type | Account Number | Transaction Date | Transaction Type |
| | | Residential | 1447-002 | 06/15/2015 | Refund - Account Credit |
| 1BYPAYABLE 1st BY Accounts Payable Totals: | | | Transactions: 7 | | \$694.86 |
| Checks: | 7 | | \$694.86 | | |

Prepared By:
Maggie Dominguez
Date: *Maggie D.*

6/17/15

City of San Luis
Payment Batch Register
 Bank Account: 1BYPAYABLE - 1st BY Accounts Payable
 Batch Date: 06/18/2015

Schedule D
Transaction Amount

| Type | Date | Number | Source | Payee Name | EFT Bank/Account | Transaction Amount |
|--|------------|-----------|------------------|---------------------|--|--------------------|
| | | 29526 | | 06/04/2015 | ANNUAL PANIC BUTTON ALARM MONITORING SERVICE FOR UTILITIES | 300.00 |
| Check | 06/18/2015 | 71507 | Accounts Payable | YUMA INSURANCE | | 50.00 |
| | | Invoice | | Date | Description | Amount |
| | | 28858 | | 06/11/2015 | PURCHASE OF NOTARY BOND RENEWAL FOR Y. DUENAS | 50.00 |
| Check | 06/18/2015 | 71508 | Accounts Payable | YUMA SUN, INC | | 8,800.05 |
| | | Invoice | | Date | Description | Amount |
| | | 00061006 | | 05/02/2015 | MAINTENANCE TECH AD | 399.00 |
| | | 00060923 | | 05/09/2015 | HUMAN RESOURCES DIRECTOR AD | 767.02 |
| | | 00062245 | | 05/26/2015 | POLICE CHIEF AD | 399.00 |
| | | 00062246 | | 05/10/2015 | COMMUNICATION OFFICER AD | 399.00 |
| | | 00062398 | | 05/17/2015 | POLICE CHIEF AD | 399.00 |
| | | 00063467 | | 05/27/2015 | TRANSIT ENFORCEMENT OFFICER AD | 399.00 |
| | | 00063365 | | 05/27/2015 | WATER SYSTEM OPERATOR AD | 399.00 |
| | | 0026321 | | 06/18/2015 | ACCOUNT #0026321-NEWSPAPER SUBSCRIPTION RENEWAL | 168.00 |
| | | 00060737 | | 04/24/2015 | LEGAL ADVERTISEMENTS | 147.10 |
| | | 00061149 | | 04/27/2015 | LEGAL ADVERTISEMENTS | 106.76 |
| | | 00063171 | | 05/25/2015 | LEGAL ADVERTISEMENTS | 87.78 |
| | | 00063168 | | 05/25/2015 | LEGAL ADVERTISEMENTS | 118.63 |
| | | 00059940 | | 04/23/2015 | LEGAL PUBLICATIONS FOR PUBLICATION OF ORDINANCES | 1,138.80 |
| | | 00059955 | | 04/23/2015 | LEGAL PUBLICATIONS FOR PUBLICATION OF ORDINANCES | 1,879.04 |
| | | 00059965 | | 04/23/2015 | LEGAL PUBLICATIONS FOR PUBLICATION OF ORDINANCES | 1,992.92 |
| Check | 06/18/2015 | 71509 | Accounts Payable | YUMA WINLECTRIC CO. | | 1,764.82 |
| | | Invoice | | Date | Description | Amount |
| | | 459333 00 | | 06/11/2015 | TOOLS FOR NEW EE#819 A.GONZALEZ (ELECTRICIAN) | 1,591.79 |
| | | 458402 00 | | 04/28/2015 | PURCHASE FLUOR LAMPS TO BE REPLACED AT VARIOUS DEPARTMENTS | 173.03 |
| 1BYPAYABLE 1st BY Accounts Payable Totals: | | | | | Transactions: 57 | \$228,032.36 |

Checks: 57 \$228,032.36

Prepared By:
Maggie Dominguez
Date: *Maggie D* 6/18/15

City of San Luis
Payment Batch Register
 Bank Account: 1BYPAYABLE - 1st BY Accounts Payable
 Batch Date: 06/18/2015

| Type | Date | Number | Source | Payee Name | EFT Bank/Account | Transaction Amount |
|---|------------|-----------------|------------------|--|------------------|--------------------|
| Bank Account: 1BYPAYABLE - 1st BY Accounts Payable | | | | | | |
| Check | 06/18/2015 | 71453 | Accounts Payable | ADVANCED TRAFFIC PRODUCTS, INC | | 3,980.00 |
| | Invoice | | Date | Description | | Amount |
| | | 12392 | 05/20/2015 | OPTICOM TRAFFIC CONTROL DEVICES | | 3,980.00 |
| Check | 06/18/2015 | 71454 | Accounts Payable | ANGEL'S TOWING SERVICE/AUTO SALES | | 300.00 |
| | Invoice | | Date | Description | | Amount |
| | | 2009 | 06/15/2015 | TOW SERVICES FOR SLPD IMPOUNDED VEHICLES | | 75.00 |
| | | 2001 | 06/09/2015 | TOW SERVICES FOR SLPD IMPOUNDED VEHICLES | | 75.00 |
| | | 2006 | 06/13/2015 | TOW SERVICES FOR SLPD IMPOUNDED VEHICLES | | 75.00 |
| | | 2007 | 06/15/2015 | TOW SERVICES FOR SLPD IMPOUNDED VEHICLES | | 75.00 |
| Check | 06/18/2015 | 71455 | Accounts Payable | APC EQUIPMENT & MFG, INC | | 8,131.50 |
| | Invoice | | Date | Description | | Amount |
| | | 9270 | 06/04/2015 | DUMP TRAILER FOR PARK'S PROJECTS AND LANDSCAPING | | 8,131.50 |
| Check | 06/18/2015 | 71456 | Accounts Payable | APPLIED PRODUCTS GROUP LLC | | 12,499.44 |
| | Invoice | | Date | Description | | Amount |
| | | DVJFO2089-03 | 06/11/2015 | CHLORINE FOR WATER TREATMENT SKIDS/MTU's - 3/3 | | 9,948.67 |
| | | DVJFI2079 | 04/20/2015 | CHLORINATOR SYSTEM UPGRADE F/ WELL SITE #7 | | 2,550.77 |
| Check | 06/18/2015 | 71457 | Accounts Payable | ARIZONA DEPARTMENT OF REVENUE / TPT | | 30,752.64 |
| | Invoice | | Date | Description | | Amount |
| | | MAY 2015 | 06/18/2015 | SALES TAX - MAY 2015 | | 30,752.64 |
| Check | 06/18/2015 | 71458 | Accounts Payable | ARIZONA PUBLIC SERVICE | | 10,674.56 |
| | Invoice | | Date | Description | | Amount |
| | | 470828286JUNE15 | 06/10/2015 | ELECTRICITY - 101 W JUAN SANCHEZ BLVD | | 9,873.71 |
| | | 245918289JUNE15 | 06/05/2015 | ELECTRICITY - 707 N 1ST AVE | | 800.85 |
| Check | 06/18/2015 | 71459 | Accounts Payable | BILL ALEXANDER FORD | | 543.75 |
| | Invoice | | Date | Description | | Amount |
| | | 309266 | 06/10/2015 | AUTOMOTIVE PART FOR COURTS | | 293.83 |

City of San Luis
Payment Batch Register
 Bank Account: 1BYPAYABLE - 1st BY Accounts Payable
 Batch Date: 06/18/2015

| Type | Date | Number | Source | Payee Name | EFT Bank/Account | Transaction Amount |
|-------|------------|------------------|------------------|-----------------------|--|--------------------|
| | | 309166 | | 06/08/2015 | WATER DEPT 4833 EE180 | 21.16 |
| | | 309097 | | 06/04/2015 | FLEET SRVS 1172 EE180 | 228.76 |
| Check | 06/18/2015 | 71460 | Accounts Payable | BINGHAM EQUIPMENT CO | | 65.61 |
| | | Invoice | | Date | Description | Amount |
| | | P04232 | | 06/08/2015 | PURCHASE PARTS FOR WATER #6432 | 65.61 |
| Check | 06/18/2015 | 71461 | Accounts Payable | BORDER TRADE ALLIANCE | | 2,000.00 |
| | | Invoice | | Date | Description | Amount |
| | | 36 | | 12/29/2014 | BOYD DUES | 2,000.00 |
| Check | 06/18/2015 | 71462 | Accounts Payable | CDWG | | 9,486.61 |
| | | Invoice | | Date | Description | Amount |
| | | VZ14808 | | 06/09/2015 | XEROX HI-CAP TONER FOR O.VELAZQUEZ | 230.54 |
| | | VZ13155 | | 06/09/2015 | WIRELESS KEYBOARD/MOUSE FOR R.PACHECO | 55.43 |
| | | VT32773 | | 05/29/2015 | TOUGHBOOK/VEHICLE MOUNT FOR PD | 2,720.23 |
| | | VQ28875 | | 05/22/2015 | REPLACEMENT OF WARRANTY FOR IPADS | 2,854.97 |
| | | VZ19083 | | 06/09/2015 | USB HUB FOR METER READERS | 31.48 |
| | | VD37911 | | 04/29/2015 | POWER BACK-UPS FOR DISPATCH | 215.23 |
| | | VV13169 | | 06/02/2015 | LAPTOP REPLACEMENT FOR G.GIMBUT | 177.64 |
| | | WB07170 | | 06/10/2015 | TABLET MOUNT FOR UTILITIES | 99.50 |
| | | VZ22221 | | 06/09/2015 | CARTRIDGES FOR D.PARISH | 126.69 |
| | | VS69853 | | 05/28/2015 | MONITORS/CABLES FOR DISPATCH | 1,009.03 |
| | | WB33477 | | 06/11/2015 | WARRANTY FOR TABLET | 271.21 |
| | | VZ63870 | | 06/09/2015 | TABLET FOR METER READERS | 1,200.38 |
| | | VW34678 | | 06/04/2015 | TV WARRANTY FOR BUSINESS INCUBATOR | 64.34 |
| | | VP68613 | | 05/21/2015 | WARRANTY FOR FIRE DEPT | 65.33 |
| | | VF38973 | | 05/01/2015 | WARRANTY FOR IPAD FOR K.MACUIL | 192.04 |
| | | VT41599 | | 05/30/2015 | WARRANTY FOR MONITORS IN DISPATCH | 59.33 |
| | | VT34145 | | 05/29/2015 | TONER FOR FINANCE DEPT | 113.24 |
| Check | 06/18/2015 | 71463 | Accounts Payable | CIFUENTES, ANGELICA | | 40.00 |
| | | Invoice | | Date | Description | Amount |
| | | CIFUENTES 061815 | | 06/18/2015 | REIMBURSEMENT - TIPS F/BELL MEN- BUDGET RETREAT CONFERENCE/HOTEL | 40.00 |
| Check | 06/18/2015 | 71464 | Accounts Payable | CITY OF PHOENIX | | 2,847.00 |

City of San Luis
Payment Batch Register
 Bank Account: 1BYPAYABLE - 1st BY Accounts Payable
 Batch Date: 06/18/2015

| Type | Date | Number | Source | Payee Name | EFT Bank/Account | Transaction Amount |
|-------|------------|-----------|------------------|-----------------------------|---|--------------------|
| | | Invoice | | Date | Description | Amount |
| | | 400782668 | | 05/20/2015 | APS HEARING OFFICER REIMBURSEMENT | 2,847.00 |
| Check | 06/18/2015 | 71465 | Accounts Payable | CRAFCO INC. | | 22,400.76 |
| | | Invoice | | Date | Description | Amount |
| | | 00195502 | | 03/20/2015 | CRACK SEAL MATERIAL F/RIO SERENO/LOS PORTALES/LOS JARDINEZ | 22,400.76 |
| Check | 06/18/2015 | 71466 | Accounts Payable | CSC OF YUMA | | 205.85 |
| | | Invoice | | Date | Description | Amount |
| | | 000468995 | | 05/29/2015 | SW 3796 EE810 | 205.85 |
| Check | 06/18/2015 | 71467 | Accounts Payable | D & H ELECTRIC INC. | | 1,269.09 |
| | | Invoice | | Date | Description | Amount |
| | | 6613 | | 04/07/2015 | HOOK UP PUMP@LIFTSATION #300 | 489.09 |
| | | 6626 | | 04/10/2015 | TROUBLESHOOTING/LABOR@LIFTSTATION #300 (AUTO DIALER) | 780.00 |
| Check | 06/18/2015 | 71468 | Accounts Payable | DELL MARKETING L.P. | | 34,860.58 |
| | | Invoice | | Date | Description | Amount |
| | | XJP8R9FC3 | | 05/26/2015 | DELL NETWORKING | 3,470.93 |
| | | XJP8WW761 | | 05/27/2015 | POWER VAULT AND SERVER | 31,389.65 |
| Check | 06/18/2015 | 71469 | Accounts Payable | DESERT VALLEY SERVICES, INC | | 163.49 |
| | | Invoice | | Date | Description | Amount |
| | | 351752 | | 04/30/2015 | JANITORIAL SUPPLIES FOR THE BUSINESS INCUBATOR | 163.49 |
| Check | 06/18/2015 | 71470 | Accounts Payable | DPE CONSTRUCTION, INC | | 3,988.30 |
| | | Invoice | | Date | Description | Amount |
| | | 126706 | | 04/23/2015 | ASPHALT TO R/R J.SANCHEZ BLVD F/ PAVEMENT PRESERVATION 2015 | 1,110.31 |
| | | 126811 | | 05/04/2015 | ASPHALT TO R/R J.SANCHEZ BLVD F/ PAVEMENT PRESERVATION 2015 | 792.81 |
| | | 126756 | | 05/01/2015 | ASPHALT TO R/R J.SANCHEZ BLVD F/ PAVEMENT PRESERVATION 2015 | 1,075.08 |
| | | 126755 | | 04/30/2015 | ASPHALT TO R/R J.SANCHEZ BLVD F/ PAVEMENT PRESERVATION 2015 | 1,010.10 |
| Check | 06/18/2015 | 71471 | Accounts Payable | FACTOR SALES, INC. | | 892.34 |
| | | Invoice | | Date | Description | Amount |
| | | 855 | | 05/31/2015 | PURCHASE OF BANNERS FOR CULTURAL CENTER EVENTS - NOCHE DE DANZA | 280.10 |

City of San Luis
Payment Batch Register
 Bank Account: 1BYPAYABLE - 1st BY Accounts Payable
 Batch Date: 06/18/2015

| Type | Date | Number | Source | Payee Name | EFT Bank/Account | Transaction Amount |
|-------|------------|-----------------|------------------|---|---|--------------------|
| | | 487 | | 07/31/2014 | KARAOKE BANNER EVENT 2014 | 280.10 |
| | | 537 | | 08/31/2014 | WOMAN'S SOFTBALL TSHIRTS | 332.14 |
| Check | 06/18/2015 | 71472 | Accounts Payable | FISHER CHEVROLET - PARTS | | 1,011.94 |
| | | Invoice | | Date | Description | Amount |
| | | 372835 | | 06/08/2015 | PURCHASE STEP FOR HWY USER VIN #0495 | 271.03 |
| | | 372837 | | 06/08/2015 | HWY USER 2487 EE180 | 507.39 |
| | | 372839 | | 06/08/2015 | HWY USER 2487 EE180 | 233.52 |
| Check | 06/18/2015 | 71473 | Accounts Payable | GERARDO FELIX /SAN LUIS FIRE EXTINGUISHER | | 180.00 |
| | | Invoice | | Date | Description | Amount |
| | | 4142 | | 06/11/2015 | SERVICE/INSPECTION FOR FIRE EXTINGUISHERS (ALL WW DIVISION) | 180.00 |
| Check | 06/18/2015 | 71474 | Accounts Payable | GONZALEZ , ANDREI | | 100.00 |
| | | Invoice | | Date | Description | Amount |
| | | GONZALEZ 061815 | | 06/18/2015 | REIMBURSEMENT - STEEL TOE BOOTS | 100.00 |
| Check | 06/18/2015 | 71475 | Accounts Payable | GUERRA , RUTH | | 500.00 |
| | | Invoice | | Date | Description | Amount |
| | | 85 | | 06/12/2015 | TRANSLATING SERVICES FOR THE COURT - 06/08/15--06/12/15 | 500.00 |
| Check | 06/18/2015 | 71476 | Accounts Payable | GUEVARA, ALAN | | 268.00 |
| | | Invoice | | Date | Description | Amount |
| | | GUEVARA 062215 | | 06/18/2015 | TRAVEL - GENERAL INSTRUCTOR COURSE | 268.00 |
| Check | 06/18/2015 | 71477 | Accounts Payable | GUTIERREZ , JUAN F ✓ | | 5,375.00 |
| | | Invoice | | Date | Description | Amount |
| | | 88 | | 04/15/2015 | MARKETING/PROMOTIONAL VIDEO, 50% DEPOSIT ✓ | 2,375.00 |
| | | 91 | | 06/15/2015 | END OF THE YEAR PHOTOS/AERIALS. ✓ | 3,000.00 |
| Check | 06/18/2015 | 71478 | Accounts Payable | GUZMAN , FRANCISCA | | 225.00 |
| | | Invoice | | Date | Description | Amount |
| | | 9 | | 05/13/2015 | TRANSLATING SERVICES DURING COUNCIL MEETING 05/13/15 | 75.00 |
| | | 11 | | 06/10/2015 | TRANSLATING SERVICES DURING COUNCIL MEETING 06/09/15 | 100.00 |
| | | 12/2015 | | 06/09/2015 | TRANSLATING SERVICES FOR DDS | 50.00 |

voided
(2 checks)

City of San Luis
Payment Batch Register
 Bank Account: 1BYPAYABLE - 1st BY Accounts Payable
 Batch Date: 06/18/2015

| Type | Date | Number | Source | Payee Name | EFT Bank/Account | Transaction Amount |
|-------|------------|---------------|------------------|---|------------------|--------------------|
| Check | 06/18/2015 | 71479 | Accounts Payable | HEATING AND COOLING SUPPLY, LLC | | 501.04 |
| | Invoice | | Date | Description | | Amount |
| | | 1166592 | 05/28/2015 | PURCHASE OF POLY FILTERS FOR VARIOUS DEPARTMENTS | | 501.04 |
| Check | 06/18/2015 | 71480 | Accounts Payable | KUKUK'S WAREHOUSE STEREO INC | | 12,494.89 |
| | Invoice | | Date | Description | | Amount |
| | | AA1PQK | 06/16/2015 | NEW SOUND SYSTEM FOR CULTURAL CENTER SPECIAL EVENTS | | 12,494.89 |
| Check | 06/18/2015 | 71481 | Accounts Payable | L.N. CURTIS & SONS | | 18,545.29 |
| | Invoice | | Date | Description | | Amount |
| | | 5038484-00 | 06/04/2015 | FIRE HOSES FOR ENGINE 1; LADDER 1; SAN LUIS SPECIAL OPS | | 18,545.29 |
| Check | 06/18/2015 | 71482 | Accounts Payable | LANDMARK VALUATION SERVICES, INC | | 1,000.00 |
| | Invoice | | Date | Description | | Amount |
| | | 2015-00001220 | 06/11/2015 | APPRAISAL OF 155 ACRES | | 1,000.00 |
| Check | 06/18/2015 | 71483 | Accounts Payable | LARA, PAULINO | | 327.00 |
| | Invoice | | Date | Description | | Amount |
| | | LARA 062115 | 06/18/2015 | TRAVEL - AZPOST RIFLE INSTRUCTOR SCHOOL | | 327.00 |
| Check | 06/18/2015 | 71484 | Accounts Payable | LOOMIS | | 1,074.75 |
| | Invoice | | Date | Description | | Amount |
| | | 11629013 | 05/31/2015 | ARMORED CAR SERVICE, FUEL & INSURANCE FEES | | 1,074.75 |
| Check | 06/18/2015 | 71485 | Accounts Payable | NEEDTHESE.COM | | 8,179.92 |
| | Invoice | | Date | Description | | Amount |
| | | 0018424-IN | 04/16/2015 | SYMANTEC MESSAGING GATEWAY (SPAM FILTER) | | 2,809.52 |
| | | 0018518-IN | 05/18/2015 | 17 COMPUTER REPLACEMENTS | | 4,373.72 |
| | | 0018519-IN | 06/11/2015 | COMPUTER SYSTEMS FOR COURTS | | 514.56 |
| | | 0018520-IN | 06/11/2015 | COMPUTER SYSTEM FOR CULTURAL CENTER | | 241.06 |
| | | 0018521-IN | 06/11/2015 | COMPUTER SYSTEM FOR ASSISTANT FIRE CHIEF | | 241.06 |
| Check | 06/18/2015 | 71486 | Accounts Payable | QUINONEZ, FRANCISCO | | 735.00 |
| | Invoice | | Date | Description | | Amount |
| | | 12165 | 06/08/2015 | TOW SERVICES FOR SLPD IMPOUNDED VEHICLES | | 95.00 |

City of San Luis
Payment Batch Register
 Bank Account: 1BYPAYABLE - 1st BY Accounts Payable
 Batch Date: 06/18/2015

| Type | Date | Number | Source | Payee Name | EFT Bank/Account | Transaction Amount |
|-------|------------|----------------|------------------|-------------------------------|--|--------------------|
| | | 12236 | | 06/09/2015 | TOW SERVICES FOR SLPD IMPOUNDED VEHICLES | 115.00 |
| | | 12354 | | 06/11/2015 | TOW SERVICES FOR SLPD IMPOUNDED VEHICLES | 75.00 |
| | | 12433 | | 06/12/2015 | TOW SERVICES FOR SLPD IMPOUNDED VEHICLES | 75.00 |
| | | 12541 | | 06/13/2015 | TOW SERVICES FOR SLPD IMPOUNDED VEHICLES | 75.00 |
| | | 12495 | | 06/19/2015 | TOW SERVICES FOR SLPD IMPOUNDED VEHICLES | 75.00 |
| | | 12572 | | 06/14/2015 | TOW SERVICES FOR SLPD IMPOUNDED VEHICLES | 75.00 |
| | | 12605 | | 06/15/2015 | TOW SERVICES FOR SLPD IMPOUNDED VEHICLES | 75.00 |
| | | 12617 | | 06/15/2015 | TOW SERVICES FOR SLPD IMPOUNDED VEHICLES | 75.00 |
| Check | 06/18/2015 | 71487 | Accounts Payable | RAMIREZ , ALEJANDRO | | 209.00 |
| | | Invoice | | Date | Description | Amount |
| | | RAMIREZ 062115 | | 06/18/2015 | TRAVEL - INTRODUCTION TO CRIME ANALYSIS | 209.00 |
| Check | 06/18/2015 | 71488 | Accounts Payable | RAMON MOSQUEDA | | 430.88 |
| | | Invoice | | Date | Description | Amount |
| | | 4675 | | 06/09/2015 | LOGOS & NAMES FOR Y. DUENAS SHIRTS | 65.04 |
| | | 4677 | | 06/10/2015 | UNIFORM EMBROIDERY FOR LEGAL ASSISTANT | 117.07 |
| | | 4681 | | 06/11/2015 | EMBROIDERY FOR UNIFORMS DDS DEPT | 87.80 |
| | | 4672 | | 06/09/2015 | EMBROIDERY FOR UNIFORMS DDS DEPT | 160.97 |
| Check | 06/18/2015 | 71489 | Accounts Payable | REDBURN TIRE COMPANY | | 804.42 |
| | | Invoice | | Date | Description | Amount |
| | | 11014175 | | 06/10/2015 | PURCHASE TIRES FOR H.R. VIN #1812 | 407.68 |
| | | 11014139 | | 06/01/2015 | PURCHASE TIRES FOR UTILITIES VIN #4836 | 396.74 |
| Check | 06/18/2015 | 71490 | Accounts Payable | SAN LUIS AIR CONDITIONING LLC | | 5,873.40 |
| | | Invoice | | Date | Description | Amount |
| | | 15-350 | | 06/11/2015 | REPLACE INDOOR EXPANSION VALVE & REFRIGERANT FOR A/C-FIRE ADMIN | 674.35 |
| | | 14-8728 | | 09/22/2014 | LABOR & PARTS FOR INSTALLATION OF THERMOSTAT FOR FIRE CLASS ROOM | 139.05 |
| | | 15-194 | | 04/27/2015 | MAINTENANCE & SERVICE ON A/C UNITS FOR VARIOUS DEPARTMENTS | 150.00 |
| | | 15-195 | | 04/27/2015 | MAINTENANCE & SERVICE ON A/C UNITS FOR VARIOUS DEPARTMENTS | 900.00 |
| | | 15-196 | | 04/27/2015 | MAINTENANCE & SERVICE ON A/C UNITS FOR VARIOUS DEPARTMENTS | 50.00 |
| | | 15-197 | | 04/27/2015 | MAINTENANCE & SERVICE ON A/C UNITS FOR VARIOUS DEPARTMENTS | 150.00 |
| | | 15-198 | | 04/28/2015 | MAINTENANCE & SERVICE ON A/C UNITS FOR VARIOUS DEPARTMENTS | 700.00 |
| | | 15-199 | | 04/27/2015 | MAINTENANCE & SERVICE ON A/C UNITS FOR VARIOUS DEPARTMENTS | 970.00 |

City of San Luis
Payment Batch Register
 Bank Account: 1BYPAYABLE - 1st BY Accounts Payable
 Batch Date: 06/18/2015

| Type | Date | Number | Source | Payee Name | EFT Bank/Account | Transaction Amount |
|-------|------------|---------------|------------------|---------------------------------|--|--------------------|
| | | 15-200 | | 04/27/2015 | MAINTENANCE & SERVICE ON A/C UNITS FOR VARIOUS DEPARTMENTS | 710.00 |
| | | 15-201 | | 04/27/2015 | MAINTENANCE & SERVICE ON A/C UNITS FOR VARIOUS DEPARTMENTS | 200.00 |
| | | 15-202 | | 04/27/2015 | MAINTENANCE & SERVICE ON A/C UNITS FOR VARIOUS DEPARTMENTS | 150.00 |
| | | 15-203 | | 04/27/2015 | MAINTENANCE & SERVICE ON A/C UNITS FOR VARIOUS DEPARTMENTS | 300.00 |
| | | 15-204 | | 04/27/2015 | MAINTENANCE & SERVICE ON A/C UNITS FOR VARIOUS DEPARTMENTS | 50.00 |
| | | 15-205 | | 04/27/2015 | MAINTENANCE & SERVICE ON A/C UNITS FOR VARIOUS DEPARTMENTS | 250.00 |
| | | 15-206 | | 04/27/2015 | MAINTENANCE & SERVICE ON A/C UNITS FOR VARIOUS DEPARTMENTS | 100.00 |
| | | 15-207 | | 04/27/2015 | MAINTENANCE & SERVICE ON A/C UNITS FOR VARIOUS DEPARTMENTS | 250.00 |
| | | 15-357 | | 06/15/2015 | REPLACED THERMOSTAT AT COURT | 130.00 |
| Check | 06/18/2015 | 71491 | Accounts Payable | SAN LUIS AZ NEWS | | 468.00 |
| | | Invoice | | Date | Description | Amount |
| | | 109 | | 06/15/2015 | FATHERS DAY PRAYER AD | 468.00 |
| Check | 06/18/2015 | 71492 | Accounts Payable | SECRETARY OF STATE | | 43.00 |
| | | Invoice | | Date | Description | Amount |
| | | 2015-00001222 | | 06/18/2015 | NOTARY SEAL RENEWAL FOR Y. DUENAS | 43.00 |
| Check | 06/18/2015 | 71493 | Accounts Payable | SOMERTON-SAN LUIS JUSTICE COURT | | 150.00 |
| | | Invoice | | Date | Description | Amount |
| | | 2015-00001221 | | 06/18/2015 | REFUND COURT | 150.00 |
| Check | 06/18/2015 | 71494 | Accounts Payable | SOUTHWEST SANITATION SERVICES | | 180.00 |
| | | Invoice | | Date | Description | Amount |
| | | 12763 | | 06/10/2015 | RENT OF RESTROOMS FOR DIA DEL NINO EVENT ON APRIL 29 2015 | 180.00 |
| Check | 06/18/2015 | 71495 | Accounts Payable | SPYTOWN.COM | | 62.37 |
| | | Invoice | | Date | Description | Amount |
| | | 339 | | 04/27/2015 | DOOR CLICKER FOR O.HEREDIA | 62.37 |
| Check | 06/18/2015 | 71496 | Accounts Payable | STANDARD PRINTING COMPANY, INC | | 1,207.91 |
| | | Invoice | | Date | Description | Amount |
| | | 243031 | | 06/04/2015 | OUTSOURCE PRINTING/PREPARING OF UTILITY BILL | 1,207.91 |
| Check | 06/18/2015 | 71497 | Accounts Payable | STANDARD PRINTING COMPANY, INC | | 1,511.30 |
| | | Invoice | | Date | Description | Amount |

City of San Luis
Payment Batch Register
 Bank Account: 1BYPAYABLE - 1st BY Accounts Payable
 Batch Date: 06/18/2015

| Type | Date | Number | Source | Payee Name | EFT Bank/Account | Transaction Amount |
|-------|------------|---------------|------------------|----------------------------|--|--------------------|
| | | 100102 | | 06/12/2015 | END OF THE YEAR MARKETING REPORT | 1,511.30 |
| Check | 06/18/2015 | 71498 | Accounts Payable | SYNERGY HOLDING, INC | | 82.94 |
| | | Invoice | | Date | Description | Amount |
| | | CG508990 | | 05/29/2015 | PURCHASE ESSENTIALS 12 X 12 (FLOORING)WHEAT FOR CULTURAL CENTER | 82.94 |
| Check | 06/18/2015 | 71499 | Accounts Payable | TOSHIBA FINANCIAL SERVICES | | 1,111.89 |
| | | Invoice | | Date | Description | Amount |
| | | 2015-00001232 | | 06/18/2015 | CONTRACT #: 0288609, 0289723, 0373070, 0398771 | 1,111.89 |
| Check | 06/18/2015 | 71500 | Accounts Payable | UNITED ROTARY BRUSH | | 2,746.87 |
| | | Invoice | | Date | Description | Amount |
| | | CI171389 | | 06/11/2015 | POLY TUBE BROOMS FOR HWY USER #3580 & 5204 SWEEPERS | 2,746.87 |
| Check | 06/18/2015 | 71501 | Accounts Payable | US BANK EQUIPMENT FINANCE | | 2,191.49 |
| | | Invoice | | Date | Description | Amount |
| | | 2015-00001233 | | 06/18/2015 | CONTRACT #: 500-0380583, 500-0408239, 500-0413948 | 2,191.49 |
| Check | 06/18/2015 | 71502 | Accounts Payable | US POST MASTER | | 2,460.64 |
| | | Invoice | | Date | Description | Amount |
| | | 116881 | | 06/04/2015 | POSTAGE FOR UTILITY BILL MAILING | 2,460.64 |
| Check | 06/18/2015 | 71503 | Accounts Payable | USA BLUE BOOK | | 1,263.33 |
| | | Invoice | | Date | Description | Amount |
| | | 650779 | | 05/21/2015 | LAB SUPPLIES USED IN PROCESS CONTROL@BOTH WWTP's/SAFETY SUPPLIES | 1,263.33 |
| Check | 06/18/2015 | 71504 | Accounts Payable | W.W.GRAINGER, INC | | 113.18 |
| | | Invoice | | Date | Description | Amount |
| | | 9758297361 | | 06/04/2015 | SHOVELS FOR METER READERS | 113.18 |
| Check | 06/18/2015 | 71505 | Accounts Payable | WAXIE SANITARY SUPPLY | | 587.52 |
| | | Invoice | | Date | Description | Amount |
| | | 75319295 | | 06/09/2015 | JANITORIAL SUPPLIES | 587.52 |
| Check | 06/18/2015 | 71506 | Accounts Payable | WESTERN SUN SYSTEMS, INC | | 300.00 |
| | | Invoice | | Date | Description | Amount |

City of San Luis
Payment Batch Register
 Bank Account: 1BYPAYABLE - 1st BY Accounts Payable
 Batch Date: 06/18/2015

Schedule E

| Type | Date | Number | Source | Payee Name | EFT Bank/Account | Transaction Amount |
|--|------------|---------------|------------------|------------------|--------------------------------|--------------------|
| | | 2015-00001226 | | 06/18/2015 | 539 - ASK COPS - SLPD | 345.00 |
| Check | 06/18/2015 | 71519 | Accounts Payable | | SUPPORT PAYMENT CLEARINGHOUSE | 3,635.81 |
| | | Invoice | | Date | Description | Amount |
| | | CS PPE 061215 | | 06/18/2015 | CS PPE 061215 | 3,635.81 |
| Check | 06/18/2015 | 71520 | Accounts Payable | | UNITED WAY OF YUMA COUNTY INC. | 38.00 |
| | | Invoice | | Date | Description | Amount |
| | | 2015-00001227 | | 06/18/2015 | 705 - UNITED WAY | 38.00 |
| Check | 06/18/2015 | 71521 | Accounts Payable | | UNITED YUMA FIRE FIGHTERS-IAFF | 643.50 |
| | | Invoice | | Date | Description | Amount |
| | | 2015-00001228 | | 06/18/2015 | 543 - IAFF- FIRE DEPT | 643.50 |
| Check | 06/18/2015 | 71522 | Accounts Payable | | ZIONS FIRST NATIONAL BANK | 85.00 |
| | | Invoice | | Date | Description | Amount |
| | | 2015-00001229 | | 06/18/2015 | 533 - GARNISHMENT | 85.00 |
| 1BYPAYABLE 1st BY Accounts Payable Totals: | | | | Transactions: 13 | | \$36,973.53 |
| Checks: | | 13 | | | \$36,973.53 | |

Prepared By:
Maggie Dominguez
Date: 6/18/15

City of San Luis
Payment Batch Register
 Bank Account: 1BYPAYABLE - 1st BY Accounts Payable
 Batch Date: 06/18/2015

| Type | Date | Number | Source | Payee Name | EFT Bank/Account | Transaction Amount |
|---|------------|------------------|------------------|-----------------------------------|------------------|--------------------|
| Bank Account: 1BYPAYABLE - 1st BY Accounts Payable | | | | | | |
| Check | 06/18/2015 | 71510 | Accounts Payable | BURSEY & ASSOCIATES, P.C. | | 80.13 |
| | | Invoice | Date | Description | | Amount |
| | | 2015-00001223 | 06/18/2015 | 711 - GARNISHMENT | | 80.13 |
| Check | 06/18/2015 | 71511 | Accounts Payable | FOP/ALC | | 236.00 |
| | | Invoice | Date | Description | | Amount |
| | | 2015-00001224 | 06/18/2015 | 714 - FOP/ALC | | 236.00 |
| Check | 06/18/2015 | 71512 | Accounts Payable | NATIONWIDE RETIREMENT SOLUTIONS | | 126.00 |
| | | Invoice | Date | Description | | Amount |
| | | NATION061215 | 06/18/2015 | NATION 061215 | | 126.00 |
| Check | 06/18/2015 | 71513 | Accounts Payable | PONCE , ADRIANA | | 164.31 |
| | | Invoice | Date | Description | | Amount |
| | | 2015-00001225 | 06/18/2015 | 532 - GARNISHMENT - CHILD SUPPORT | | 164.31 |
| Check | 06/18/2015 | 71514 | Accounts Payable | PUBLIC SAFETY PERSONNEL RET SY | | 2,098.75 |
| | | Invoice | Date | Description | | Amount |
| | | EORP 063015 | 06/18/2015 | EORP 06302015 | | 2,098.75 |
| Check | 06/18/2015 | 71515 | Accounts Payable | PUBLIC SAFETY PERSONNEL RET SY | | 157.50 |
| | | Invoice | Date | Description | | Amount |
| | | EORP LEGA061215 | 06/18/2015 | EORP LEGACY PPE 06122015 | | 157.50 |
| Check | 06/18/2015 | 71516 | Accounts Payable | PUBLIC SAFETY PERSONNEL RET SY | | 29,361.27 |
| | | Invoice | Date | Description | | Amount |
| | | psprs 061215 | 06/18/2015 | PSPRS 061215 | | 29,361.27 |
| Check | 06/18/2015 | 71517 | Accounts Payable | PUBLIC SAFETY PERSONNEL RET SY | | 2.26 |
| | | Invoice | Date | Description | | Amount |
| | | PSPRS PPE 061215 | 06/18/2015 | EODCRS PPE 061215 | | 2.26 |
| Check | 06/18/2015 | 71518 | Accounts Payable | SAN LUIS POLICE OFFICERS ASSOC | | 345.00 |
| | | Invoice | Date | Description | | Amount |

City of San Luis
Payment Batch Register
 Bank Account: 1BYPAYABLE - 1st BY Accounts Payable
 Batch Date: 06/18/2015

Schedule F

| Type | Date | Number | Source | Payee Name | EFT Bank/Account | Transaction Amount |
|---|------------|---------|------------------|--|------------------|--------------------|
| Bank Account: 1BYPAYABLE - 1st BY Accounts Payable | | | | | | |
| Check | 06/18/2015 | 71523 | Accounts Payable | GUTIERREZ, JUAN F | | 3,000.00 |
| | | Invoice | Date | Description | | Amount |
| | | 91 | 06/15/2015 | END OF THE YEAR PHOTOS/AERIALS | | 3,000.00 |
| Check | 06/18/2015 | 71524 | Accounts Payable | GUTIERREZ, JUAN F | | 2,375.00 |
| | | Invoice | Date | Description | | Amount |
| | | 88 | 04/15/2015 | MARKETING/PROMOTIONAL VIDEO, 50% DEPOSIT | | 2,375.00 |
| 1BYPAYABLE 1st BY Accounts Payable Totals: | | | | Transactions: 2 | | \$5,375.00 |
| Checks: | | 2 | | \$5,375.00 | | |

Prepared By:
Maggie Dominguez
Date: 6/18/15

City of San Luis
Payment Batch Register
 Bank Account: 1BYPAYABLE - 1st BY Accounts Payable
 Batch Date: 06/18/2015

Schedule G
 Transaction
 Amount

| Type | Date | Number | Source | Payee Name | EFT Bank/Account | Transaction Amount |
|---|------------|---------------|------------------|--|------------------|--------------------|
| Bank Account: 1BYPAYABLE - 1st BY Accounts Payable | | | | | | 183,341.25 |
| Check | 06/18/2015 | 71525 | Accounts Payable | CHAPMAN FORD LLC | | |
| | Invoice | | Date | Description | | Amount |
| | | 151242 | 05/19/2015 | 2015 FORD FUSION FWD 4DR VIN#1745 | | 21,851.92 |
| | | 151385 | 05/19/2015 | 2015 FORD FUSION FWD 4DR VIN#6226 | | 21,851.92 |
| | | 151420 | 05/19/2015 | 2015 FORD FUSION FWD 4DR VIN#1072 | | 21,851.92 |
| | | -151131 | 05/22/2015 | 2015 FORD ESCAPE SUV 4DR VIN#5521 | | 23,166.75 |
| | | 151235 | 05/22/2015 | 2015 FORD ESCAPE SUV 4DR VIN#6612 | | 23,166.75 |
| | | 143730 | 05/22/2015 | 2014 FORD F-150 2WD VIN#0987 | | 21,722.38 |
| | | 143731 | 05/22/2015 | 2014 FORD F-150 2WD VIN#9336 | | 21,722.38 |
| | | 150771F | 05/22/2015 | 2015 FORD EXPLORER 4DR SUV VIN#5652 | | 28,007.23 |
| Check | 06/18/2015 | 71526 | Accounts Payable | GUEVARA , LILIANA | | 35.00 |
| | Invoice | | Date | Description | | Amount |
| | | 2015-00001234 | 06/18/2015 | REIMBURSEMENT - CANCELLATION OF SWIMMING LESSONS | | 35.00 |
| Check | 06/18/2015 | 71527 | Accounts Payable | LPC CONSTRUCTION, INC | | 18,435.44 |
| | Invoice | | Date | Description | | Amount |
| | | 015-0036 | 06/18/2015 | IT ROOM FOR THE BUSINESS INCUBATOR | | 18,435.44 |
| Check | 06/18/2015 | 71528 | Accounts Payable | PUBLIC SAFETY PERSONNEL RET SY | | 631.79 |
| | Invoice | | Date | Description | | Amount |
| | | PSPRS FIRE | 06/18/2015 | PSPRS FIRE ALT | | 631.79 |
| Check | 06/18/2015 | 71529 | Accounts Payable | TORRES , BEATRIZ | | 35.00 |
| | Invoice | | Date | Description | | Amount |
| | | 2015-00001235 | 06/18/2015 | REIMBURSEMENT - CANCELLATION OF SWIMMING LESSONS | | 35.00 |
| 1BYPAYABLE 1st BY Accounts Payable Totals: | | | | | Transactions: 5 | \$202,478.48 |
| | Checks: | 5 | | \$202,478.48 | | |

Prepared By:
Maggie Dominguez
 Date: *Maggie D* 6/18/15



Pay Day Register Report *Schedule H*

Pay Date Range 06/23/15 - 06/23/15

Pay Batch 201531FH

Pay Batch 201531FH Total

Employees in Pay Batch 31

Female Employees in Pay Batch 0

| Hours Description | Hours | Gross | Withholdings and Deductions | Gross Base | Benefits | Amount |
|-------------------------|-------------------|------------------|-----------------------------|-----------------|----------------------|-----------------|
| 703 - FIRE HOLIDAY USED | <u>2,839.0334</u> | <u>42,968.50</u> | Gross | 42,968.50 | PSPRS- PENSION- FIRE | <u>5,403.47</u> |
| Total | 2,839.0334 | \$42,968.50 | FEDERAL TAX WITHHOLDING | 2,514.49 | Total | \$5,403.47 |
| | | | SOCIAL SECURITY TAX | 2,664.00 | Direct Deposits | Amount |
| | | | MEDICARE | 623.04 | Check | \$31,421.95 |
| | | | STATE WITHHOLDING | 1,214.77 | | |
| | | | PSPRS FIRE | <u>4,530.25</u> | | |
| | | | Net | \$31,421.95 | | |

City of San Luis
Payment Batch Register
 Bank Account: 1BYPAYABLE - 1st BY Accounts Payable
 Batch Date: 06/24/2015

Schedule I
 Transaction
 Amount

| Type | Date | Number | Source | Payee Name | EFT Bank/Account | Transaction Amount |
|---|------------|---------------|------------------|----------------------------------|------------------|--------------------|
| Bank Account: 1BYPAYABLE - 1st BY Accounts Payable | | | | | | |
| Check | 06/24/2015 | 71530 | Accounts Payable | ARANDA, MANUEL | | 3,810.00 |
| | Invoice | | Date | Description | | Amount |
| | | 2015-00001230 | 06/18/2015 | REIMBURSEMENT - HEALTH INSURANCE | | 3,810.00 |
| Check | 06/24/2015 | 71531 | Accounts Payable | LAZO, MARIA J | | 2,100.00 |
| | Invoice | | Date | Description | | Amount |
| | | 2015-00001231 | 06/18/2015 | REIMBURSEMENT - HEALTH INSURANCE | | 2,100.00 |
| 1BYPAYABLE 1st BY Accounts Payable Totals: | | | | Transactions: 2 | | \$5,910.00 |

Checks: 2 \$5,910.00

Prepared By:
Maggie Dominguez
 Date: *Maggie D.*
6/24/15

City of San Luis
Payment Batch Register
 Bank Account: 1BYPAYABLE - 1st BY Accounts Payable
 Batch Date: 06/25/2015

Schedule J

| Type | Date | Number | Source | Payee Name | EFT Bank/Account | Transaction Amount |
|--|------------|----------------|------------------|------------------|------------------------|--------------------|
| Check | 06/25/2015 | 71600 | Accounts Payable | Z TRENDZ | | 443.42 |
| | | <i>invoice</i> | | <i>Date</i> | <i>Description</i> | <i>Amount</i> |
| | | 15-1010 | | 06/11/2015 | WELLNESS T-SHIRTS | 411.92 |
| | | 15-1016 | | 06/11/2015 | EMBROIDERY FOR HR DEPT | 31.50 |
| 1BYPAYABLE 1st BY Accounts Payable Totals: | | | | Transactions: 69 | | \$134,163.34 |
| Checks: | | 69 | | | \$134,163.34 | |

Prepared By:
Maggie Dominguez
 Date: *6/25/15*
C

City of San Luis
Payment Batch Register
 Bank Account: 1BYPAYABLE - 1st BY Accounts Payable
 Batch Date: 06/25/2015

| Type | Date | Number | Source | Payee Name | EFT Bank/Account | Transaction Amount |
|---|------------|---------------|------------------|--|------------------|--------------------|
| Bank Account: 1BYPAYABLE - 1st BY Accounts Payable | | | | | | |
| Check | 06/25/2015 | 71532 | Accounts Payable | AIRGAS-WEST | | 581.90 |
| | Invoice | | Date | Description | | Amount |
| | | 9040380399 | 06/11/2015 | DISPOSABLE GLOVES FOR SLFD | | 581.90 |
| Check | 06/25/2015 | 71533 | Accounts Payable | ALSCO, INC | | 230.50 |
| | Invoice | | Date | Description | | Amount |
| | | LYUM970897 | 05/29/2015 | UNIFORMS SERVICES FOR PARKS DEPT. EMPLOYEES | | 90.12 |
| | | LYUM966934 | 05/15/2015 | UNIFORMS SERVICES FOR PARKS DEPT. EMPLOYEES | | 70.19 |
| | | LYUM968916 | 05/22/2015 | UNIFORMS SERVICES FOR PARKS DEPT. EMPLOYEES | | 70.19 |
| Check | 06/25/2015 | 71534 | Accounts Payable | AMBERLY'S PLACE | | 500.00 |
| | Invoice | | Date | Description | | Amount |
| | | 2015-00001244 | 06/25/2015 | PURCHASE OF 50 RAFFLES TICKETS FOR VICTIM SERVICES | | 500.00 |
| Check | 06/25/2015 | 71535 | Accounts Payable | AMERICAN HERITAGE LIFE INSURANCE COMPANY | | 24.20 |
| | Invoice | | Date | Description | | Amount |
| | | 2015-00001248 | 06/25/2015 | INSURANCE FOR JULY 2015 | | 24.20 |
| Check | 06/25/2015 | 71536 | Accounts Payable | ARELLANO, MINERVA M. | | 9.50 |
| | Invoice | | Date | Description | | Amount |
| | | INSU 063015 | 06/24/2015 | STAND INSURANCE | | 9.50 |
| Check | 06/25/2015 | 71537 | Accounts Payable | ARIZONA BRAKE & CLUTCH SUPPLY | | 583.58 |
| | Invoice | | Date | Description | | Amount |
| | | 31343 | 06/17/2015 | PURCHASE DENSO STARTER FOR PARKS #2288 | | 323.94 |
| | | 31195 | 06/10/2015 | HWY USER 3654 EE180 | | 239.04 |
| | | 31306 | 06/16/2015 | HWY USER 3654 | | 20.60 |
| Check | 06/25/2015 | 71538 | Accounts Payable | ARIZONA EMERGENCY PRODUCTS, INC. | | 2,673.34 |
| | Invoice | | Date | Description | | Amount |
| | | INV0012385 | 06/04/2015 | EMERGENCY LIGHTS/SIRENS FOR PD VEHICLES | | 1,323.77 |
| | | INV0012386 | 06/04/2015 | EMERGENCY LIGHTS/SIRENS FOR PD VEHICLES | | 1,349.57 |

City of San Luis
Payment Batch Register
 Bank Account: 1BYPAYABLE - 1st BY Accounts Payable
 Batch Date: 06/25/2015

| Type | Date | Number | Source | Payee Name | EFT Bank/Account | Transaction Amount |
|-------|------------|------------------|------------------|--|------------------|--------------------|
| Check | 06/25/2015 | 71539 | Accounts Payable | ARIZONA PUBLIC SERVICE | | 1,072.39 |
| | Invoice | | Date | Description | | Amount |
| | | 685728287JUNE15 | 06/08/2015 | ELECTRICITY BILL FOR THE BUSINESS INCUBATOR | | 346.59 |
| | | 785728287JUNE15 | 06/25/2015 | ELECTRICITY BILL FOR THE BUSINESS INCUBATOR | | 702.19 |
| | | 181722289JUNE15 | 06/15/2015 | ELECTRICITY - 1449 E LIBERTY ST BLDG SPRKLR | | 23.61 |
| Check | 06/25/2015 | 71540 | Accounts Payable | ARIZONA SOUTHWEST UNIFORMS LLC | | 3,198.17 |
| | Invoice | | Date | Description | | Amount |
| | | 15-02172 | 06/16/2015 | UNIFORMS FOR TRANSIT, ANIMAL CONTROL, AND CODE ENFORCEMENT | | 888.80 |
| | | 14-1212 | 06/16/2015 | UNIFORMS FOR MOTOR OFFICERS | | 689.42 |
| | | 15-0529001 | 06/21/2015 | UNIFORM FOR J. ARANDA | | 270.45 |
| | | 15-052900 | 06/21/2015 | UNIFORM FOR ZATARAIN JR | | 591.84 |
| | | 15-0529002 | 06/24/2015 | UNIFORM FOR COURTS | | 757.66 |
| Check | 06/25/2015 | 71541 | Accounts Payable | ARIZONA STATE UNIVERSITY | | 450.00 |
| | Invoice | | Date | Description | | Amount |
| | | 1648182-80332583 | 04/07/2015 | ASU BOB RAMSEY EXECUTIVE EDUCATION-AMCA 2015 | | 225.00 |
| | | 1648182-80332458 | 04/07/2015 | ASU BOB RAMSEY EXECUTIVE EDUCATION-AMCA 2015 | | 225.00 |
| Check | 06/25/2015 | 71542 | Accounts Payable | AUTOZONE STORES, INC | | 1,562.57 |
| | Invoice | | Date | Description | | Amount |
| | | 2756957897 | 06/19/2015 | PARKS 9934 EE180 | | 17.83 |
| | | 2756960957 | 06/22/2015 | PARKS 7566 EE180 | | 20.27 |
| | | 2756957725 | 06/19/2015 | FIRE DEPT 9846 EE180 | | 11.58 |
| | | 2756956801 | 06/18/2015 | FLEET SRVS 1172 EE180 | | 92.40 |
| | | 2756940883 | 06/03/2015 | HWY USER 2414 EE180 | | 13.08 |
| | | 2756939930 | 06/02/2015 | WW 0412 EE180 | | 214.25 |
| | | 2756955013 | 06/16/2015 | WATER 8302 EE180 | | 13.40 |
| | | 2756946296 | 06/08/2015 | WATER 4174 EE180 | | 65.55 |
| | | 2756946524 | 06/08/2015 | CREDIT REF 2756946296 | | (59.31) |
| | | 2756945973 | 06/08/2015 | WATER DEPT 4833 EE180 | | 27.87 |
| | | 2756946286 | 06/08/2015 | CREDIT 2756945973 | | (27.87) |
| | | 2756941560 | 06/04/2015 | HWY USER 4840 EE180 | | 336.72 |
| | | 2756947823 | 06/09/2015 | PD 2917 EE180 | | 6.24 |
| | | 2756946651 | 06/08/2015 | UTILITIES 4836 EE180 | | 9.50 |

City of San Luis
Payment Batch Register
 Bank Account: 1BYPAYABLE - 1st BY Accounts Payable
 Batch Date: 06/25/2015

| Type | Date | Number | Source | Payee Name | EFT Bank/Account | Transaction Amount |
|-------|------------|----------------|------------------|---------------------------------------|-------------------------|--------------------|
| | | 2756946196 | | 06/08/2015 | UTILITIES 4836 EE180 | 123.75 |
| | | 2756946674 | | 06/08/2015 | WATER DEPT 4833 EE180 | 9.50 |
| | | 2756946426 | | 06/08/2015 | WATER 4833 EE180 | 28.04 |
| | | 2756946681 | | 06/08/2015 | HWY USER 4840 EE180 | 9.50 |
| | | 2756942908 | | 06/05/2015 | PARKS 4056 EE180 | 4.36 |
| | | 2756942705 | | 06/05/2015 | HWY USER 4946 EE180 | 30.88 |
| | | 2756942702 | | 06/05/2015 | PD 3276 EE180 | 174.36 |
| | | 2756942167 | | 06/04/2015 | PD 3276 EE180 | 6.24 |
| | | 2756940816 | | 06/03/2015 | PD 4851 EE180 | 12.72 |
| | | 2756940824 | | 06/03/2015 | HWY USER 2414 EE180 | 15.80 |
| | | 2756948330 | | 06/10/2015 | PD 0569 EE180 | 6.24 |
| | | 2756948846 | | 06/10/2015 | WATER 4174 EE180 | 29.16 |
| | | 2756947690 | | 06/09/2015 | HWY USER 2118 EE180 | 11.07 |
| | | 2756949763 | | 06/11/2015 | HWY USER 4837 EE180 | 19.13 |
| | | 2756939783 | | 06/02/2015 | PD 7760 EE180 | 3.84 |
| | | 2756940505 | | 06/03/2015 | PD 0567 EE180 | 6.24 |
| | | 2756940469 | | 06/03/2015 | PD 4625 EE180 | 3.84 |
| | | 2756940576 | | 06/03/2015 | PD 4625 EE180 | 45.33 |
| | | 2756940914 | | 06/03/2015 | PD 0796 EE180 | 3.28 |
| | | 2756940884 | | 06/03/2015 | FIRE DEPT 0305 EE180 | 10.82 |
| | | 2756939893 | | 06/02/2015 | UTILITIES 4836 EE180 | 27.87 |
| | | 2756939492 | | 06/02/2015 | PD 7757 EE180 | 4.33 |
| | | 2756939481 | | 06/02/2015 | COUNCIL DEPT 3640 EE180 | 4.36 |
| | | 2756939307 | | 06/02/2015 | HWY USER 4837 EE180 | 217.20 |
| | | 2756939480 | | 06/02/2015 | PD 7757 EE180 | 13.20 |
| Check | 06/25/2015 | 71543 | Accounts Payable | CATANIA, ANDREA | | 41.89 |
| | Invoice | | Date | Description | | Amount |
| | | VISION REIMB | 06/24/2015 | VISION REIMB | | 5.85 |
| | | CATANIA 062515 | 06/25/2015 | REIMBURSEMENT - FOR NEW YORK LIFE INS | | 36.04 |
| Check | 06/25/2015 | 71544 | Accounts Payable | CDWG | | 983.85 |
| | Invoice | | Date | Description | | Amount |
| | | WC01255 | 06/12/2015 | SPEAKERS FOR DANIA CASTILLO | | 29.12 |
| | | WC43633 | 06/12/2015 | LAPTOP FOR COM DEV | | 954.73 |

City of San Luis
Payment Batch Register
 Bank Account: 1BYPAYABLE - 1st BY Accounts Payable
 Batch Date: 06/25/2015

| Type | Date | Number | Source | Payee Name | EFT Bank/Account | Transaction Amount |
|-------|------------|---------------|------------------|---|------------------|--------------------|
| Check | 06/25/2015 | 71545 | Accounts Payable | CENTURYLINK | | 4,195.19 |
| | Invoice | | Date | Description | | Amount |
| | | 2015-00001242 | 06/25/2015 | SERVICES FOR THE BUSINESS INCUBATOR | | 125.57 |
| | | 2015-00001253 | 06/25/2015 | LOCAL PHONE SERVICE - JUNE 2015 | | 4,069.62 |
| Check | 06/25/2015 | 71546 | Accounts Payable | CORE ENGINEERING GROUP, PLLC | | 2,292.64 |
| | Invoice | | Date | Description | | Amount |
| | | 2379 | 06/12/2015 | TRAFFIC STUDY-4TH AVE/1ST AVE & J.SANCHEZ BLVD | | 1,785.73 |
| | | 2380 | 06/12/2015 | TRAFFIC STUDY-10TH AVE & J. SANCHEZ BLVD (TRAFFIC COUNTING) | | 506.91 |
| Check | 06/25/2015 | 71547 | Accounts Payable | CSC OF YUMA | | 53.79 |
| | Invoice | | Date | Description | | Amount |
| | | 000470542 | 06/09/2015 | HWY USER 3654 EE610 | | 53.79 |
| Check | 06/25/2015 | 71548 | Accounts Payable | DE LA HOYA , TADEO | | 272.00 |
| | Invoice | | Date | Description | | Amount |
| | | DLH 062515 | 06/25/2015 | TRAVEL - SHRM 2015 ANNUAL CONFERENCE/EXPOSITION | | 272.00 |
| Check | 06/25/2015 | 71549 | Accounts Payable | DELL MARKETING L.P. | | 5,912.09 |
| | Invoice | | Date | Description | | Amount |
| | | XJP83TF15 | 05/22/2015 | DELL VIRTUAL AND BACKUP SERVERS | | 5,912.09 |
| Check | 06/25/2015 | 71550 | Accounts Payable | DESERT VALLEY SERVICES, INC | | 227.33 |
| | Invoice | | Date | Description | | Amount |
| | | 355387 | 06/18/2015 | JANITORIAL SUPPLIES | | 227.33 |
| Check | 06/25/2015 | 71551 | Accounts Payable | DESERT WATER | | 449.13 |
| | Invoice | | Date | Description | | Amount |
| | | 59201 | 05/05/2015 | WATER SERVICE FOR PW PERSONNEL (MAY 2015) | | 77.50 |
| | | 59277 | 05/12/2015 | WATER SERVICE FOR PW PERSONNEL (MAY 2015) | | 66.43 |
| | | 59404 | 05/26/2015 | WATER SERVICE FOR PW PERSONNEL (MAY 2015) | | 66.50 |
| | | 59335 | 05/19/2015 | WATER SERVICE FOR PW PERSONNEL (MAY 2015) | | 66.43 |
| | | 59474 | 06/02/2015 | BULK DRINKING WATER FOR VARIOUS DEPTS | | 33.22 |
| | | 59537 | 06/09/2015 | BULK DRINKING WATER FOR VARIOUS DEPTS | | 39.40 |
| | | 59590 | 06/15/2015 | BULK DRINKING WATER FOR VARIOUS DEPTS | | 37.64 |

City of San Luis
Payment Batch Register
 Bank Account: 1BYPAYABLE - 1st BY Accounts Payable
 Batch Date: 06/25/2015

| Type | Date | Number | Source | Payee Name | EFT Bank/Account | Transaction Amount |
|-------|------------|---------------|------------------|----------------------------|--|--------------------|
| | | 59609 | | 06/19/2015 | BULK DRINKING WATER FOR VARIOUS DEPTS | 39.86 |
| | | 59651 | | 06/23/2015 | BULK DRINKING WATER FOR VARIOUS DEPTS | 22.15 |
| Check | 06/25/2015 | 71552 | Accounts Payable | DETROIT INDUSTRIAL TOOL | | 2,428.08 |
| | | Invoice | | Date | Description | Amount |
| | | 937042 | | 05/29/2015 | TOOL PARTS (GULLET) FOR SAW USED TO CUT CONCRETE/ASPHALT | 2,428.08 |
| Check | 06/25/2015 | 71553 | Accounts Payable | EADS , ROBERT A | | 137.78 |
| | | Invoice | | Date | Description | Amount |
| | | EADS 062515 | | 06/25/2015 | REIMBURSEMENT - PARKING FEES - YUMA AIRPORT - BTA CONFERENCE | 22.00 |
| | | EADS 06252015 | | 06/25/2015 | REIMBURSEMENT - MATERIALS NEEDED FOR SENIOR CENTER FESTIVITIES | 115.78 |
| Check | 06/25/2015 | 71554 | Accounts Payable | FISHER CHEVROLET - PARTS | | 1,657.22 |
| | | Invoice | | Date | Description | Amount |
| | | 372831 | | 06/11/2015 | PURCHASE CONSOLE FOR PUBLIC WORKS SUBURBAN VIN#7519 | 1,211.21 |
| | | 372834 | | 06/10/2015 | PURCHASE STEPS FOR HWY USER VIN #5470 | 271.03 |
| | | 372990 | | 06/10/2015 | WATER DEPT 4174 EE180 | 174.98 |
| Check | 06/25/2015 | 71555 | Accounts Payable | FLORES , ELVIS N | | 500.00 |
| | | Invoice | | Date | Description | Amount |
| | | 070415 | | 06/25/2015 | 4TH OF JULY EVENT SPECIAL ASSISTANCE WITH FOR BANDS & GUESTS | 500.00 |
| Check | 06/25/2015 | 71556 | Accounts Payable | FRESH TERRA SERVICES LLC | | 1,410.00 |
| | | Invoice | | Date | Description | Amount |
| | | 4115 | | 06/15/2015 | LAB SERVICES/TESTING FOR EAST WWTP | 100.00 |
| | | 4093 | | 06/01/2015 | LAB SERVICES/TESTING FOR EAST WWTP | 710.00 |
| | | 4085 | | 05/28/2015 | LAB SERVICES/TESTING FOR EAST WWTP | 100.00 |
| | | 4116 | | 06/15/2015 | LAB SERVICES/TESTING F/ WEST WWTP | 110.00 |
| | | 4095 | | 06/03/2015 | LAB SERVICES/TESTING F/ WEST WWTP | 110.00 |
| | | 4092 | | 06/01/2015 | LAB SERVICES/TESTING F/ WEST WWTP | 170.00 |
| | | 4089 | | 06/01/2015 | LAB SERVICES/TESTING F/ WEST WWTP | 110.00 |
| Check | 06/25/2015 | 71557 | Accounts Payable | GALLS, AN ARAMARK CO., LLC | | 958.85 |
| | | Invoice | | Date | Description | Amount |
| | | 003640491 | | 06/10/2015 | EQUIPMENT FOR PROBATION DEPT | 958.85 |
| Check | 06/25/2015 | 71558 | Accounts Payable | GARCIA , JESUS | | 350.00 |

City of San Luis
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 Bank Account: 1BYPAYABLE - 1st BY Accounts Payable
 Batch Date: 06/25/2015

| Type | Date | Number | Source | Payee Name | EFT Bank/Account | Transaction Amount |
|-------|------------|--------|------------------|-------------------------------|---|--------------------|
| | | | Invoice | Date | Description | Amount |
| | | | 2015-00001243 | 06/18/2015 | MC SERVICES FOR THE 4TH OF JULY EVENT 2015 | 350.00 |
| Check | 06/25/2015 | 71559 | Accounts Payable | GUERRA, MARTHA | | 19.11 |
| | | | Invoice | Date | Description | Amount |
| | | | REIMB AHC 1 | 06/24/2015 | AHC REIMB | 19.11 |
| Check | 06/25/2015 | 71560 | Accounts Payable | GUTIERREZ, GERALDINE | | 89.32 |
| | | | Invoice | Date | Description | Amount |
| | | | MED REIMB | 06/24/2015 | MED REIMB | 89.32 |
| Check | 06/25/2015 | 71561 | Accounts Payable | HERNANDEZ , SAMUEL | | 153.16 |
| | | | Invoice | Date | Description | Amount |
| | | | MED REIMB HS | 06/24/2015 | MEDICAL REIMBURSEMENT | 153.16 |
| Check | 06/25/2015 | 71562 | Accounts Payable | HERNANDEZ, DIANA | | 5.85 |
| | | | Invoice | Date | Description | Amount |
| | | | VISION REIMB | 06/24/2015 | VISION REIMB | 5.85 |
| Check | 06/25/2015 | 71563 | Accounts Payable | HUMANA SPECIALTY BENEFITS | | 641.05 |
| | | | Invoice | Date | Description | Amount |
| | | | 2015-00001250 | 06/25/2015 | INSURANCE FOR JUNE 2015 | 641.05 |
| Check | 06/25/2015 | 71564 | Accounts Payable | JAMES DAVEY AND ASSOCIATES | | 469.00 |
| | | | Invoice | Date | Description | Amount |
| | | | 2015149 | 05/07/2015 | ENGINEERING SERVICES F/ J.SANCHEZ BLVD R/W EXHIBITS | 469.00 |
| Check | 06/25/2015 | 71565 | Accounts Payable | JENKINS, OLIVIA | | 10.68 |
| | | | Invoice | Date | Description | Amount |
| | | | AFLAC REIMB | 06/24/2015 | AFLAC REIMB | 10.68 |
| Check | 06/25/2015 | 71566 | Accounts Payable | L.N. CURTIS & SONS | | 25,992.00 |
| | | | Invoice | Date | Description | Amount |
| | | | 5038380-00 | 06/04/2015 | THERMAL IMAGERS FOR FIRE SEARCH RESCUE OPERATIONS | 25,992.00 |
| Check | 06/25/2015 | 71567 | Accounts Payable | LANDS END BUSINESS OUTFITTERS | | 154.50 |

City of San Luis
Payment Batch Register
 Bank Account: 1BYPAYABLE - 1st BY Accounts Payable
 Batch Date: 06/25/2015

| Type | Date | Number | Source | Payee Name | EFT Bank/Account | Transaction Amount | |
|-------|------------|--------|------------------|--------------------------------|------------------|---|-----------|
| | | | | Invoice | Date | Description | Amount |
| | | | | SIN2892993 | 06/12/2015 | UNIFORM FOR PIO | 154.50 |
| Check | 06/25/2015 | 71568 | Accounts Payable | LEXIS NEXIS MATTHEW BENDER | | | 62.47 |
| | | | | Invoice | Date | Description | Amount |
| | | | | 71092153 | 05/08/2015 | AZ RULES FOR COURTS | 62.47 |
| Check | 06/25/2015 | 71569 | Accounts Payable | M & Y ELECTRICAL LLC | | | 128.00 |
| | | | | Invoice | Date | Description | Amount |
| | | | | 530 | 06/15/2015 | REMOVE & REPLACE THREE LAMPS 120 VOLTS BALLAST AT GYM | 128.00 |
| Check | 06/25/2015 | 71570 | Accounts Payable | MCNEECE BROS. OIL COMPANY, INC | | | 25,703.26 |
| | | | | Invoice | Date | Description | Amount |
| | | | | 827890 | 05/31/2015 | FUEL FOR CITY VEHICLES - MAY 2015 | 25,848.35 |
| | | | | 510610 | 05/12/2015 | CREDIT MEMO | (63.09) |
| | | | | 511109 | 06/02/2015 | CREDIT MEMO | (82.00) |
| Check | 06/25/2015 | 71571 | Accounts Payable | NEW YORK LIFE INSURANCE CO. | | | 169.37 |
| | | | | Invoice | Date | Description | Amount |
| | | | | 2015-00001246 | 06/25/2015 | INSURANCE FOR JUNE 2015 | 169.37 |
| Check | 06/25/2015 | 71572 | Accounts Payable | NICKLAUS ENGINEERING | | | 110.00 |
| | | | | Invoice | Date | Description | Amount |
| | | | | 25504 | 06/11/2015 | MANGANESE REMOVAL@WS#7 PROJECT/COMPACTION TESTS | 110.00 |
| Check | 06/25/2015 | 71573 | Accounts Payable | O'REILLY AUTO PARTS | | | 855.45 |
| | | | | Invoice | Date | Description | Amount |
| | | | | 2771-330393 | 06/10/2015 | PURCHASE PARTS FOR H.R. VIN #1812 | 175.41 |
| | | | | 2771-330411 | 06/10/2015 | PURCHASE PARTS FOR H.R. VIN #1812 | 13.27 |
| | | | | 2771-331039 | 06/16/2015 | PURCHASE OIL & AIR FILTERS FOR HWY USER #8098 | 29.87 |
| | | | | 2771-331911 | 06/23/2015 | BUILDING SAFETY 2115 EE610 | 2.52 |
| | | | | 2771-330303 | 06/10/2015 | HWY USER 3654 | 100.64 |
| | | | | 2771-330884 | 06/15/2015 | FIRE DEPT 6467 | 81.27 |
| | | | | 2771-330924 | 06/15/2015 | FIRE DEPT 6467 | 55.81 |
| | | | | 2771-331154 | 06/17/2015 | FIRE DEPT 3237 EE180 | 75.41 |

City of San Luis
Payment Batch Register
 Bank Account: 1BYPAYABLE - 1st BY Accounts Payable
 Batch Date: 06/25/2015

| Type | Date | Number | Source | Payee Name | EFT Bank/Account | Transaction Amount |
|-------|------------|--------------|------------------|---------------------|--|--------------------|
| | | 2771-330176 | | 06/09/2015 | PARKS 7567 EE328 | 17.51 |
| | | 2771-330177 | | 06/09/2015 | PD 5713 EE328 | 5.30 |
| | | 2771-330460 | | 06/11/2015 | HWY USER 3654 EE328 | 132.19 |
| | | 2771-329718 | | 06/05/2015 | FIRE DEPT 0305 EE610 | 28.33 |
| | | 2771-329413 | | 06/03/2015 | FIRE DEPT 0305 EE610 | 132.19 |
| | | 2771-329284 | | 06/02/2015 | PD 4494 | 5.73 |
| Check | 06/25/2015 | 71574 | Accounts Payable | OFFICE DEPOT | | 2,545.83 |
| | | Invoice | | Date | Description | Amount |
| | | 773700137001 | | 06/04/2015 | CREDIT MEMO REF; 772006686001 | (12.12) |
| | | 767297795001 | | 04/30/2015 | OFFICE SUPPLIES FOR COURT | 48.46 |
| | | 770635693001 | | 05/22/2015 | OFFICE SUPPLIES FOR HUMAN RESOURCES | 25.70 |
| | | 770456062001 | | 05/26/2015 | OFFICE SUPPLIES FOR CULTURAL CENTER | 4.82 |
| | | 770456061001 | | 05/22/2015 | OFFICE SUPPLIES FOR CULTURAL CENTER | 29.83 |
| | | 770455978001 | | 05/21/2015 | OFFICE SUPPLIES FOR CULTURAL CENTER | 249.49 |
| | | 770635330001 | | 05/21/2015 | OFFICE SUPPLIES FOR HUMAN RESOURCES | 492.17 |
| | | 771625346001 | | 06/03/2015 | OFFICE SUPPLIES FOR CITY CLERK | 10.83 |
| | | 772191710001 | | 05/28/2015 | OFFICE SUPPLIES FOR POLICE | 23.61 |
| | | 772191709001 | | 05/28/2015 | OFFICE SUPPLIES FOR POLICE | 11.12 |
| | | 772191708001 | | 05/28/2015 | OFFICE SUPPLIES FOR POLICE | 179.05 |
| | | 772191543001 | | 05/28/2015 | OFFICE SUPPLIES FOR POLICE | 86.41 |
| | | 772663429001 | | 06/10/2015 | OFFICE SUPPLIES FOR WW DIVISION | 19.46 |
| | | 773982761001 | | 06/09/2015 | SHREDDER FOR EE#199 X.LOPEZ CUBICLE (RECORDS MGMT/DESTRUCTION) | 291.10 |
| | | 775364175001 | | 06/11/2015 | OFFICE SUPPLIES FOR ADMIN | 21.65 |
| | | 775364174001 | | 06/11/2015 | OFFICE SUPPLIES FOR ADMIN | 53.80 |
| | | 775354784001 | | 05/15/2015 | OFFICE SUPPLIES FOR UTILITIES | 97.46 |
| | | 770635694001 | | 06/11/2015 | OFFICE SUPPLIES FOR HUMAN RESOURCES | 11.04 |
| | | 772663378001 | | 06/12/2015 | OFFICE SUPPLIES FOR WW DIVISION | 32.38 |
| | | 774757811001 | | 06/11/2015 | OFFICE SUPPLIES FOR WW DIVISION | 65.14 |
| | | 775232439001 | | 06/11/2015 | OFFICE SUPPLIES FOR FINANCE | 241.43 |
| | | 775354399001 | | 06/11/2015 | OFFICE SUPPLIES FOR UTILITIES | 203.67 |
| | | 775354785001 | | 06/11/2015 | OFFICE SUPPLIES FOR UTILITIES | 359.33 |
| Check | 06/25/2015 | 71575 | Accounts Payable | PINNACLE HEALTHCARE | | 450.00 |
| | | Invoice | | Date | Description | Amount |

City of San Luis
Payment Batch Register
 Bank Account: 1BYPAYABLE - 1st BY Accounts Payable
 Batch Date: 06/25/2015

| Type | Date | Number | Source | Payee Name | EFT Bank/Account | Transaction Amount |
|-------|------------|------------------|------------------|-------------------------------|---|--------------------|
| | | 2015-00001241 | | 06/01/2015 | QUARTERLY FEE FOR WELLNESS PROGRAM | 450.00 |
| Check | 06/25/2015 | 71576 | Accounts Payable | PREPAID LEGAL SERVICES | | 152.48 |
| | | Invoice | | Date | Description | Amount |
| | | 2015-00001249 | | 06/25/2015 | INSURANCE FOR JUNE 2015 | 152.48 |
| Check | 06/25/2015 | 71577 | Accounts Payable | PURCELL TIRE CO. | | 150.77 |
| | | Invoice | | Date | Description | Amount |
| | | 230080816 | | 06/17/2015 | REPAIR TIRE FOR HWY USER #1071 | 150.77 |
| Check | 06/25/2015 | 71578 | Accounts Payable | QUINONES TIRE LLC | | 100.00 |
| | | Invoice | | Date | Description | Amount |
| | | 8233 | | 06/10/2015 | SANITATION | 50.00 |
| | | 8216 | | 06/01/2015 | HWY USER 6639 | 50.00 |
| Check | 06/25/2015 | 71579 | Accounts Payable | RAMON MOSQUEDA | | 320.85 |
| | | Invoice | | Date | Description | Amount |
| | | 4690 | | 06/17/2015 | PURCHASE HATS FOR FACILITIES EMPLOYEES | 9.21 |
| | | 4676 | | 06/09/2015 | PURCHASE HATS FOR FACILITIES EMPLOYEES | 64.49 |
| | | 4565 | | 05/06/2015 | EMBROIDERY SERVICES FOR UTILITIES DEPT | 247.15 |
| Check | 06/25/2015 | 71580 | Accounts Payable | RDO EQUIPMENT CO. | | 342.23 |
| | | Invoice | | Date | Description | Amount |
| | | P74314 | | 06/09/2015 | PURCHASE PARTS FOR HWY USER #2118-JOHN DEERE BACK HOE | 315.45 |
| | | P74739 | | 06/15/2015 | PURCHASE PARTS TO REPAIR HWY USER COMPRESSOR #3447 | 110.84 |
| | | P72163 | | 05/11/2015 | CREDIT | (84.06) |
| Check | 06/25/2015 | 71581 | Accounts Payable | RODRIGUEZ , AGUSTIN | | 32.78 |
| | | Invoice | | Date | Description | Amount |
| | | RODRIGUEZ 062515 | | 06/25/2015 | REIMBURSEMENT - STEEL TOE BOOTS | 32.78 |
| Check | 06/25/2015 | 71582 | Accounts Payable | SAN LUIS AIR CONDITIONING LLC | | 925.00 |
| | | Invoice | | Date | Description | Amount |
| | | 15-380 | | 06/18/2015 | REPLACE BLOWER MOTOR 3/4 HP AT MUNICIPAL COURT | 375.00 |
| | | 15-381 | | 06/18/2015 | REPLACE CONDENSER FAN MOTOR AT POLICE UNIT 11 | 550.00 |
| Check | 06/25/2015 | 71583 | Accounts Payable | SAN LUIS AZ NEWS | | 936.00 |

City of San Luis
Payment Batch Register
 Bank Account: 1BYPAYABLE - 1st BY Accounts Payable
 Batch Date: 06/25/2015

| Type | Date | Number | Source | Payee Name | EFT Bank/Account | Transaction Amount | |
|-------|------------|---------------|------------------|------------------------------|------------------|--|-----------|
| | | | | Invoice | Date | Description | Amount |
| | | 108 | | | 06/10/2015 | PUBLICITY & ADVERTISEMENT FOR 4TH OF JULY EVENT 2015 | 936.00 |
| Check | 06/25/2015 | 71584 | Accounts Payable | SHERWIN WILLIAM | | | 256.39 |
| | | | | Invoice | Date | Description | Amount |
| | | 9485-9 | | | 06/10/2015 | PURCHASE PAINT FOR YOUTH, CULTURAL, GYM, WASTE WATER | 256.39 |
| Check | 06/25/2015 | 71585 | Accounts Payable | SIGN MASTERS | | | 333.91 |
| | | | | Invoice | Date | Description | Amount |
| | | 38385 | | | 06/17/2015 | PURCHASE LETTERING, NUMBERS, & LOGO FOR NEW VEHICLES 0987 & 9336 | 333.91 |
| Check | 06/25/2015 | 71586 | Accounts Payable | SIGTRONICS CORPORATION | | | 55.00 |
| | | | | Invoice | Date | Description | Amount |
| | | 2015-00001245 | | | 06/25/2015 | FREIGHT CHARGES FROM INV 122156; SHORT PAID | 55.00 |
| Check | 06/25/2015 | 71587 | Accounts Payable | SMITH, RALPH E. SR. | | | 14,155.00 |
| | | | | Invoice | Date | Description | Amount |
| | | 23108 | | | 05/31/2015 | SOC ANALYSIS | 13,140.00 |
| | | 23138 | | | 05/31/2015 | MICROBIOLOGICAL ANALYSIS - COMPLIANCE TESTING - MAY 2015 | 750.00 |
| | | 23155 | | | 06/11/2015 | TTHM ANALYSIS | 165.00 |
| | | 23164 | | | 06/15/2015 | RDL/MRDL 2Q | 100.00 |
| Check | 06/25/2015 | 71588 | Accounts Payable | STANDARD INSURANCE CO. | | | 6,275.88 |
| | | | | Invoice | Date | Description | Amount |
| | | JUNE 2015 | | | 06/24/2015 | LIFE INSURANCE JUNE 2015 | 6,275.88 |
| Check | 06/25/2015 | 71589 | Accounts Payable | THOMSON WEST PUBLISHING CO. | | | 659.62 |
| | | | | Invoice | Date | Description | Amount |
| | | 831920288 | | | 06/01/2015 | INTERNET SERVICES FOR MAY 2015 | 659.62 |
| Check | 06/25/2015 | 71590 | Accounts Payable | TOROK LAW OFFICE PLLC | | | 675.00 |
| | | | | Invoice | Date | Description | Amount |
| | | 8893 | | | 06/01/2015 | ATTORNEY SERVICES | 675.00 |
| Check | 06/25/2015 | 71591 | Accounts Payable | TRANSWESTERN INSURANCE ADMIN | | | 268.80 |
| | | | | Invoice | Date | Description | Amount |

City of San Luis
Payment Batch Register
 Bank Account: 1BPAYABLE - 1st BY Accounts Payable
 Batch Date: 06/25/2015

| Type | Date | Number | Source | Payee Name | EFT Bank/Account | Transaction Amount |
|-------|------------|---------------|------------------|---------------------------------|--|--------------------|
| | | 2015-00001247 | | 06/25/2015 | INSURANCE FOR JULY 2015 | 268.80 |
| Check | 06/25/2015 | 71592 | Accounts Payable | UNITED JANITORIAL SUPPLY, INC. | | 281.84 |
| | | Invoice | | Date | Description | Amount |
| | | 7322 | | 06/22/2015 | PURCHASE 20" SCRUB BRUSH WITH BONNET PAD FOR BUFFER MACHINE | 281.84 |
| Check | 06/25/2015 | 71593 | Accounts Payable | VALLEY VALVES AND PUMPS | | 1,899.78 |
| | | Invoice | | Date | Description | Amount |
| | | 4399 | | 02/14/2015 | REPLACEMENT BUTTERFLY VALVE F/ AIR SYSTEM@WEST WWTP (BASIN #3) | 1,899.78 |
| Check | 06/25/2015 | 71594 | Accounts Payable | VEGA & VEGA ENGINEERING, P.L.C. | | 7,550.32 |
| | | Invoice | | Date | Description | Amount |
| | | 15-108 | | 06/10/2015 | CONSULTING SERVICES FOR CONSTRUCTION OF JOE ORDUNO PARKING LOT | 3,625.00 |
| | | 15-097 | | 05/28/2015 | LAST PART OF PROFESSIONAL ENGINEERING/CONSULTING SERVICES | 3,925.32 |
| Check | 06/25/2015 | 71595 | Accounts Payable | VILLEGAS , JAZMIN | | 592.00 |
| | | Invoice | | Date | Description | Amount |
| | | 005 | | 06/22/2015 | SHIRTS FOR SUMMER PROGRAM 2015 KIDS | 592.00 |
| Check | 06/25/2015 | 71596 | Accounts Payable | VISION SERVICE PLAN OF ARIZONA | | 6,115.63 |
| | | Invoice | | Date | Description | Amount |
| | | 2015-00001251 | | 06/25/2015 | INSURANCE FOR MAY 2015 | 3,125.33 |
| | | 2015-00001252 | | 06/25/2015 | INSURANCE FOR JUNE 2015 | 2,990.30 |
| Check | 06/25/2015 | 71597 | Accounts Payable | YOUNG PEST CONTROL LLC | | 510.00 |
| | | Invoice | | Date | Description | Amount |
| | | 062215 | | 06/22/2015 | PEST CONTROL SERVICES FOR JUNE 2015 FOR VARIOUS DEPARTMENTS | 510.00 |
| Check | 06/25/2015 | 71598 | Accounts Payable | YUMA AUTOGLASS SPECIALIST LLC | | 193.49 |
| | | Invoice | | Date | Description | Amount |
| | | 856 | | 06/01/2015 | REPLACE WINDSHIELD FOR HWY USER VIN #4837 | 193.49 |
| Check | 06/25/2015 | 71599 | Accounts Payable | YUMA WINLECTRIC CO. | | 622.11 |
| | | Invoice | | Date | Description | Amount |
| | | 461344 01 | | 06/23/2015 | PURCHASE FLUOR LAMP TO BE REPLACED AT CITY HALL | 101.08 |
| | | 461343 01 | | 06/23/2015 | PURCHASE LAMPS TO BE REPLACED AT GYM | 521.03 |

City of San Luis
Payment Batch Register
 Bank Account: 1BYPAYABLE - 1st BY Accounts Payable
 Batch Date: 06/25/2015

Schadler
 Transaction
 Amount

| Type | Date | Number | Source | Payee Name | EFT Bank/Account | Transaction Amount |
|---|------------|---------------|------------------|---|------------------|--------------------|
| Bank Account: 1BYPAYABLE - 1st BY Accounts Payable | | | | | | |
| Check | 06/25/2015 | 71601 | Accounts Payable | DE LA HOYA , TADEO | | 226.80 |
| | Invoice | | Date | Description | | Amount |
| | | 2015-00001254 | 06/25/2015 | TUITION REIMBURSEMENT | | 226.80 |
| Check | 06/25/2015 | 71602 | Accounts Payable | FIGUEROA , MARIA | | 50.00 |
| | Invoice | | Date | Description | | Amount |
| | | 2015-00001255 | 06/25/2015 | REIMBURSEMENT - LAWN CHAIRS LOSS/CLEAN UP CAMPAIGN INCIDENT 6/1 | | 50.00 |
| Check | 06/25/2015 | 71603 | Accounts Payable | GUERRA , RUTH | | 500.00 |
| | Invoice | | Date | Description | | Amount |
| | | 2015-00001256 | 06/25/2015 | TRANSLATING SERVICES FOR THE COURT - 06/16/15-06/19/15 | | 500.00 |
| Check | 06/25/2015 | 71604 | Accounts Payable | RAMON MOSQUEDA | | 377.23 |
| | Invoice | | Date | Description | | Amount |
| | | 4696 | 06/19/2015 | EMBROIDERED UNIFORM HATS FOR FIREFIGHTERS | | 325.20 |
| | | 4701 | 06/19/2015 | EMBROIDERY FOR COM DEV | | 52.03 |
| 1BYPAYABLE 1st BY Accounts Payable Totals: | | | | Transactions: 4 | | \$1,154.03 |

Checks: 4 \$1,154.03

Prepared By:
Maggie Dominguez
 Date: *6/25/15*

C *6/25/15*

City of San Luis
Payment Batch Register
 Bank Account: 1BYPAYABLE - 1st BY Accounts Payable
 Batch Date: 06/25/2015

Schadle L
 Transaction
 Amount

| Type | Date | Number | Source | Payee Name | EFT Bank/Account | Transaction Amount |
|---|------------|----------------|------------------|--------------------------------|------------------|--------------------|
| Bank Account: 1BYPAYABLE - 1st BY Accounts Payable | | | | | | |
| Check | 06/25/2015 | 71605 | Accounts Payable | PUBLIC SAFETY PERSONNEL RET SY | | 3,239.92 |
| | Invoice | | Date | Description | | Amount |
| | | psprs some 062 | 06/25/2015 | psprs some | | 3,239.92 |
| 1BYPAYABLE 1st BY Accounts Payable Totals: | | | | Transactions: 1 | | \$3,239.92 |
| Checks: | | 1 | | \$3,239.92 | | |

Prepared By:
Maggie Dominguez
 Date: *Maggie D.*
6/25/15
C

City of San Luis
Payment Batch Register
 Bank Account: 1BYPAYABLE - 1st BY Accounts Payable
 Batch Date: 06/25/2015

Schedule M
 Transaction
 Amount

| Type | Date | Number | Source | Payee Name | EFT Bank/Account | Transaction Amount |
|---|------------|----------------|------------------|--------------------------------|------------------|--------------------|
| Bank Account: 1BYPAYABLE - 1st BY Accounts Payable | | | | | | |
| Check | 06/25/2015 | 71606 | Accounts Payable | PUBLIC SAFETY PERSONNEL RET SY | | 4,012.30 |
| | | <u>Invoice</u> | <u>Date</u> | <u>Description</u> | | <u>Amount</u> |
| | | 041915 som | 06/25/2015 | 04192015 | | 4,012.30 |
| 1BYPAYABLE 1st BY Accounts Payable Totals: | | | | Transactions: 1 | | \$4,012.30 |
| Checks: | | 1 | | \$4,012.30 | | |

Prepared By:
Maggie Dominguez
 Date: *6/25/15*
C



AGENDA ITEM REVIEW FORM

Regular City Council Meeting

6. 1.

Meeting Date: 07/08/2015

Department Head: Glenn Gimbut, City Attorney, Attorney's Office

Submitted By: Glenn Gimbut, City Attorney, Attorney's Office

Action Requested: Motion

ITEM:

Discussion and possible action to authorize payment to Sun City Development, Inc., doing business as New Star Electric and/or SC Development, Juan Barajas Evangelista, qualifying party, for construction work performed at the Municipal Court. **(Glenn Gimbut)**

SUMMARY:

The staff at the Municipal Court ordered and authorized construction work at the Municipal Court with Sun City Development, Inc. dba New Star Electric and RC Development for what has been called the Court remodeling project or maintenance. The work involved was "construction" as defined by ARS §34-101. No written contract was entered into before work was performed. No bids were solicited or received. Attached are the invoices presented for payment. The amount requested by the contractor appears to be in excess of \$21,000.00. No building permit or permits were ever applied for or issued, prior to work being performed, but permit(s) have now been applied for, and inspection by Building Safety indicates that work was performed in a satisfactory manner in compliance with the building codes. Construction work on a building is governed by the provisions of Title 34 of the Arizona Revised Statutes. Construction work on a building is work that must be performed by a licensed contractor. Work that has a value of more than \$20,000 on a public building is governed by ARS §34-201.C and must go through formal bidding including advertised sealed bids with bid bonds, performance bonding, and payment bonding. Council does not have the legal power to waive bidding requirements if the work in question is governed by Title 34. With respect to the requests by Sun City Development, Inc. for work on the Court building, the City Code requires all contracts to be authorized in advance by the Purchasing Agent. This did not occur. The City Code requirements for purchases above \$5,000 were not met. The procedure for waiving competitive bids as contained at §36.01(H) should only be used when the reason for waiving bids is in the fiduciary interests of the public treasury. The facts of this matter are such that the Office of City Attorney cannot recommend use of this procedure. The contractor, on the other hand, has, arguably, relied on the representations of the Court to do work, and has performed the work. The City has received a benefit. As a result, the contractor may have a claim in equity under the theory of quantum meruit. The City is not without its defenses, and the Office of City Attorney is not representing that the City could not prevail in the event of litigation. It is recommending that because the contractor has performed work and a benefit has been received, that the matter should be settled. ARS §12-821.01 is the claims statute. It limits claims to be within 180 days that one knows or should know they have a claim. The amount of invoices within 180 days is \$11,392.72. It is also recommended that approval for payment be made conditioned upon the contractor agreeing that the sum is payment in full for any and all claims against the City of San Luis of whatsoever kind or nature as of July 8, 2015, and that no further claims for work prior to that date will be honored or paid. It is recommended that the contractor execute an appropriate settlement and release agreement. It is suggested that this be handled as a settlement of claims for a fixed sum.

RECOMMENDATION / SUGGESTED MOTION:

I hereby move to approve payment to Sun City Development, Inc. doing business as New Star Electric and or S C Development for work performed at the Municipal Court in the amount of \$11,000.00 for the reason that the work has been performed, and on the condition that it be in full accord and satisfaction for any and all claims, of whatsoever kind or nature, known or unknown, as payment in full for any and all work, services, materials, equipment, fixtures, appliances, supplies, appurtenances, or other personalty performed for or delivered to the City of San Luis and/or the San Luis Municipal Court as of July 8, 2015, and the contractor or contractors execute an appropriate settlement agreement and release of claims in a form approved by the Office of City Attorney.

Supporting information not attached to the Agenda Item Review Form:

Invoices attached

Is document to be sent to the Recorder's Office?: No

Department

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM: yes
CITY/STATE/FEDERAL FUNDS: yes
TOTAL: \$11,000
BUDGETED: yes
AVAILABLE TO TRANSFER: yes
ACCOUNT #/REMAINING BALANCE: JCEF Account No. 260-261-90005
available budget \$23,099.65
FISCAL IMPACT STATEMENT:
Court budget

Attachments

Sun City invoices
Sun City Invoices 2

NEW STAR ELECTRIC

622 S MAIN ST
 PO BOX 2006
 SAN LUIS, AZ 85349
 ROC 238875

Voice: 928-627-2211
 Fax: 928-627-9479

INVOICE

Invoice Number: 240
 Invoice Date: Nov 18, 2014
 Page: 1

| |
|--|
| Bill To: |
| CITY OF SAN LUIS 720 2nd Ave PO BOX 1170 SAN LUIS, AZ 85349 |

| |
|-----------------|
| Ship to: |
| |

| Customer ID | Customer PO | Payment Terms | |
|--------------|-----------------|---------------|----------|
| Citslu | | Net 10 Days | |
| Sales Rep ID | Shipping Method | Ship Date | Due Date |
| | Airborne | | 11/28/14 |

| Quantity | Item | Description | Unit Price | Amount |
|------------------------|------|---|------------|---------------|
| 1.00 | | Job site: Municipal Court, North hallway going to East exit. | | |
| | | Remove two electric metallic conduits with two circuits, remove one catv cable. Install one in wall concealed conduit and feed an electrical circuit, install one concealed catv cable. Install new electrical raceway in lunch room with one circuit for a refrigerator. Materials included. | 141.56 | 141.56 |
| 1.00 | | Tax | 15.16 | 15.16 |
| 1.00 | | Labor | 720.00 | 720.00 |
| Subtotal | | | | 876.72 |
| Sales Tax | | | | |
| Total Invoice Amount | | | | 876.72 |
| Payment/Credit Applied | | | | |
| TOTAL | | | | 876.72 |

back.
K. Heben

Check/Credit Memo No:

NEW STAR ELECTRIC

622 S MAIN ST
 PO BOX 2006
 SAN LUIS, AZ 85349
 ROC 238875

Voice: 928-627-2211
 Fax: 928-627-9479

INVOICE

Invoice Number: 241
 Invoice Date: Nov 14, 2014
 Page: 1

| |
|--|
| Bill To: |
| CITY OF SAN LUIS 720 2nd Ave PO BOX 1170 SAN LUIS, AZ 85349 |

| |
|-----------------|
| Ship to: |
| |

| Customer ID | Customer PO | Payment Terms | |
|---------------|-----------------|---------------|----------|
| Citslu | | Net 10 Days | |
| Sales Rep. ID | Shipping Method | Ship Date | Due Date |
| | Airborne | | 11/24/14 |

| Quantity | Item | Description | Unit Price | Amount |
|------------------------|------|---|------------|---------------|
| 1.00 | | Job site; Municipal Court, rooms converted in temporary Court. Remove three old electrical conduits from wood wall removed and two data cables. Make electrical connections to feed electric power to two rooms de-energized. | 270.00 | 270.00 |
| Subtotal | | | | 270.00 |
| Sales Tax | | | | |
| Total Invoice Amount | | | | 270.00 |
| Payment/Credit Applied | | | | |
| TOTAL | | | | 270.00 |

Check/Credit Memo No:

NEW STAR ELECTRIC

622 S MAIN ST
 PO BOX 2006
 SAN LUIS, AZ 85349
 ROC 238875

Voice: 928-627-2211
 Fax: 928-627-9479

INVOICE

Invoice Number: 239
 Invoice Date: Nov 20, 2014
 Page: 1

| Bill To: |
|--|
| CITY OF SAN LUIS 720 2nd Ave PO BOX 1170 SAN LUIS, AZ 85349 |

| Ship to: |
|----------|
| |

| Customer ID | Customer PO | Payment Terms | |
|--------------|-----------------|---------------|----------|
| Citslu | | Net 10 Days | |
| Sales Rep ID | Shipping Method | Ship Date | Due Date |
| | Airborne | | 11/30/14 |

| Quantity | Item | Description | Unit Price | Amount |
|------------------------|------|--|------------|---------------|
| 1.00 | | Job site: Municipal Court, North-East building, old offices being remodel. Remove two old electrical conduits from wood wall removed, remove two data cables, feed electrical power to fluorescent lamp. | 150.00 | 150.00 |
| Subtotal | | | | 150.00 |
| Sales Tax | | | | |
| Total Invoice Amount | | | | 150.00 |
| Payment/Credit Applied | | | | |
| TOTAL | | | | 150.00 |

Check/Credit Memo No:

NEW STAR ELECTRIC

622 S MAIN ST
 PO BOX 2006
 SAN LUIS, AZ 85349
 ROC 238875

Voice: 928-627-2211
 Fax: 928-627-9479

INVOICE

Invoice Number: 238
 Invoice Date: Nov 28, 2014
 Page: 1

| |
|--|
| Bill To: |
| CITY OF SAN LUIS 720 2nd Ave PO BOX 1170 SAN LUIS, AZ 85349 |

| |
|-----------------|
| Ship to: |
| |

| Customer ID | Customer PO | Payment Terms | |
|--------------|-----------------|---------------|----------|
| Citslu | | Net 10 Days | |
| Sales Rep ID | Shipping Method | Ship Date | Due Date |
| | Airborne | | 12/8/14 |

| Quantity | Item | Description | Unit Price | Amount |
|------------------------|------|--|------------|---------------|
| 1.00 | | Job Site: Municipal Court, North hallway with exit to West side of building. | | |
| | | Remove one fluorescent lamp and install one LED four foot lamp and one LED round lamp next to internal hallway door. | 243.50 | 243.50 |
| 1.00 | | Tax | 26.08 | 26.08 |
| 1.00 | | Labor | 270.00 | 270.00 |
| Subtotal | | | | 539.58 |
| Sales Tax | | | | |
| Total Invoice Amount | | | | 539.58 |
| Payment/Credit Applied | | | | |
| TOTAL | | | | 539.58 |

Check/Credit Memo No:

NEW STAR ELECTRIC

622 S MAIN ST
 PO BOX 2006
 SAN LUIS, AZ 85349
 ROC 238875

Voice: 928-627-2211
 Fax: 928-627-9479

QUOTATION

Quote Number: 201
 Quote Date: Nov 24, 2014
 Page: 1

pending Invoice

| Quoted To |
|--|
| CITY OF SAN LUIS 720 2nd Ave PO BOX 1170 SAN LUIS, AZ 85349 |

| Customer ID | Good Thru | Payment Terms | Sales Rep |
|-------------|-----------|---------------|-----------|
| Citslu | 12/24/14 | Net 10 Days | |

| Quantity | Item | Description | Unit Price | Amount |
|--------------|------|--|------------|-----------------|
| 1.00 | | Job site: Municipal Court temporary Court Room | | |
| | | Install seven new LED, one foot by four foot parabolic lens lamps on ceiling, one recess LED lamp, make necessary electrical connections, all materials included | 1,807.50 | 1,807.50 |
| 1.00 | | Tax | 193.62 | 193.62 |
| 1.00 | | Labor | 1,260.00 | 1,260.00 |
| Subtotal | | | | 3,261.12 |
| Sales Tax | | | | |
| TOTAL | | | | 3,261.12 |

NEW STAR ELECTRIC

622 S MAIN ST
 PO BOX 2006
 SAN LUIS, AZ 85349
 ROC 238875

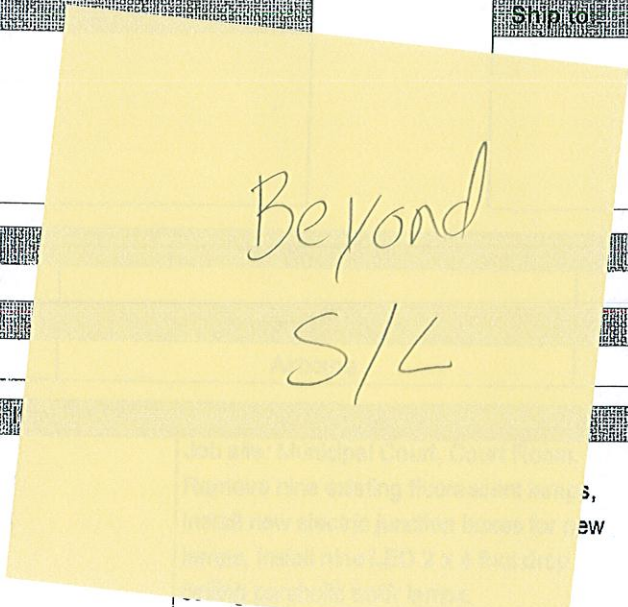
Voice: 928-627-2211
 Fax: 928-627-9479

INVOICE

Invoice Number: 236
 Invoice Date: Nov 24, 2014
 Page: 1
 Duplicate

Bill To:
 CITY OF SAN LUIS
 720 2nd Ave
 PO BOX 1170
 SAN LUIS, AZ 85349

Ship to:



Customer ID
 Citslu
Sales Rep ID

Payment Terms
 Net 10 Days
Ship Date **Due Date**
 12/4/14

| Quantity | | Unit Price | Amount |
|----------|---------------------------------------|------------|----------|
| 1.00 | | 2,382.00 | 2,382.00 |
| 1.00 | all materials included, dispose of... | | |
| 1.00 | Tax | 255.16 | 255.16 |
| | Labor | 1,320.00 | 1,320.00 |

| | |
|------------------------|-----------------|
| Subtotal | 3,957.16 |
| Sales Tax | |
| Total Invoice Amount | 3,957.16 |
| Payment/Credit Applied | |
| TOTAL | 3,957.16 |

Check/Credit Memo No:

S C DEVELOPMENT

PO BOX 2006
 SAN LUIS, AZ 85349
 ROC 207951

INVOICE

Invoice Number: 245
 Invoice Date: May 19, 2015
 Page: 1

Voice: 928-627-2211
 Fax: 928-627-9479

Bill To:
 CITY OF SAN LUIS
 720 2nd Ave.
 PO Box 1170
 San Luis, AZ 85349

Ship to:

| | | | |
|--------------|-----------------|---------------|----------|
| Customer ID | Customer PO | Payment Terms | |
| CitySL | | Net 10 Days | |
| Sales Rep ID | Shipping Method | Ship Date | Due Date |
| | Airborne | | 5/29/15 |

| Quantity | Item | Description | Unit Price | Amount |
|----------|------|---|------------|----------|
| 1.00 | | job site: municipal court, hallway and juvenile area install 15 LED recess can lamps, 3 movement light switch, 3-1x4 foot ceiling recess lamps with LED tubes controlled by motion sensor switch install 2 new circulation air fans on computer server cabinet and 1 electrical 120 VAC duplex outlet, 2 additional 1x4 ceiling recess lamp with LED tubes. | 4,029.92 | 4,029.92 |

Probation Office

| | |
|------------------------|-----------------|
| Subtotal | |
| Sales Tax | 4,029.92 |
| Total Invoice Amount | |
| Payment/Credit Applied | 4,029.92 |
| TOTAL | 4,029.92 |

Check/Credit Memo No:

S C DEVELOPMENT

PO BOX 2006
 SAN LUIS, AZ 85349
 ROC 207951

INVOICE

Invoice Number: 246
 Invoice Date: May 19, 2015
 Page: 1

Voice: 928-627-2211
 Fax: 928-627-9479

Bill To:
 CITY OF SAN LUIS
 720 2nd Ave.
 PO Box 1170
 San Luis, AZ 85349

Ship to:

| Customer ID | Customer PO | Payment Terms | |
|--------------|-----------------|---------------|----------|
| CitySL | | Net 10 Days | |
| Sales Rep ID | Shipping Method | Ship Date | Due Date |
| | Airborne | | 5/29/15 |

| Quantity | Item | Description | Unit Price | Amount |
|----------|------|---|------------|--------|
| 1.00 | | job site: municipal court in front cashier window on ceiling convert 2 fluorescent lamps in 2 LED lamps | 128.98 | 128.98 |

*front
 counter
 * lobby
 \$ 128.98 -*

| | |
|------------------------|---------------|
| Subtotal | |
| Sales Tax | 128.98 |
| Total Invoice Amount | |
| Payment/Credit Applied | 128.98 |
| TOTAL | 128.98 |

Check/Credit Memo No:

NEW STAR ELECTRIC

622 S MAIN ST
 PO BOX 2006
 SAN LUIS, AZ 85349
 ROC 238875

Voice: 928-627-2211
 Fax: 928-627-9479

QUOTATION

Quote Number: 200
 Quote Date: Mar 12, 2015
 Page: 1

pending Invoice

Quoted To:

CITY OF SAN LUIS
 720 2nd Ave
 PO BOX 1170
 SAN LUIS, AZ 85349

| Customer ID | Good Thru | Payment Terms | Sales Rep |
|-------------|-----------|---------------|-----------|
| Citslu | | Net 10 Days | |

| Quantity | Item | Description | Unit Price | Amount |
|--------------|------|--|------------|-----------------|
| 1.00 | | JOB SITE: MUNICIPAL COURT, 24' OF TWO ELECTRICAL CONDUIT BURIED ON CONCRETE INSTALL TWO NEW 120 VOLTS AC CIRCUIT, TWO NEW CAP 5 NETWORK CABLE, TWO NEW TELEPHONE LINES BURIED UNDER CONCRETE IN TWO DIFFERENT LOCATIONS EACH ONE CONTAINING ONE CIRCUIT OF 120 VOLTS, ONE LAND CIRCUIT AND ONE TELEPHONE CIRCUIT, MATERIAL AND LABOR INCLUDED | 1,670.00 | 1,670.00 |
| Subtotal | | | | 1,670.00 |
| Sales Tax | | | | |
| TOTAL | | | | 1,670.00 |

S C DEVELOPMENT

PO BOX 2006
 SAN LUIS, AZ 85349
 ROC 207951

INVOICE

Invoice Number: 247
 Invoice Date: May 19, 2015
 Page: 1

Voice: 928-627-2211
 Fax: 928-627-9479

Bill To:
 CITY OF SAN LUIS
 720 2nd Ave.
 PO Box 1170
 San Luis, AZ 85349

Ship to:

| | | | |
|--------------|-----------------|---------------|----------|
| Customer ID | Customer PO | Payment Terms | |
| CitySL | | Net 10 Days | |
| Sales Rep ID | Shipping Method | Ship Date | Due Date |
| | Airborne | | 5/29/15 |

| Quantity | Item | Description | Unit Price | Amount |
|------------------------|------|---|------------|-----------------|
| 1.00 | | job site: municipal court, court room | | |
| | | install 18 LED tubes, drop ceiling fans | 609.82 | 609.82 |
| | | switch, reorganized cables from data, TV, sound, telephone, above ceiling in 3 new locations | | |
| 1.00 | | air conditioning duct, install adjustable support to level the return duct to the new ceiling T-Bar, install new damper in duct supplying air to restrooms | 150.00 | 150.00 |
| 1.00 | | install 2 new air diffusers and repaint 6 air diffusers, install new flex duct to all air diffusers | 895.00 | 895.00 |
| 1.00 | | install 1 CAT5 data cable from server to new HUBB on ceiling, install 6 new LAN cable, install new speaker cable, remove existing and install 2 new exit lights | 315.00 | 315.00 |
| 1.00 | | install 10 new 120VAC duplex electrical outlets, install motion sensor switch, install 2 toggle switch | 600.00 | 600.00 |
| Subtotal | | | | 2,569.82 |
| Sales Tax | | | | |
| Total Invoice Amount | | | | 2,569.82 |
| Payment/Credit Applied | | | | |
| TOTAL | | | | 2,569.82 |

Check/Credit Memo No:

Overdue invoices are subject to late charges.

S C DEVELOPMENT

PO BOX 2006
 SAN LUIS, AZ 85349
 ROC 207951

Voice: 928-627-2211
 Fax: 928-627-9479

INVOICE

Invoice Number: 242
 Invoice Date: May 19, 2015
 Page: 1

Bill To:
 CITY OF SAN LUIS
 720 2nd Ave.
 PO Box 1170
 San Luis, AZ 85349

Ship to:

| | | | |
|--------------|-----------------|---------------|----------|
| Customer ID | Customer PO | Payment Terms | |
| CitySL | | Net 10 Days | |
| Sales Rep ID | Shipping Method | Ship Date | Due Date |
| | Airborne | | 5/29/15 |

| Quantity | Item | Description | Unit Price | Amount |
|----------|------|--|------------|--------|
| 1.00 | | install doble wood door in temporary court, adjust wall frame to install doble door | 520.00 | 520.00 |

Temporary
 Court.
 \$4,051.12

| | |
|------------------------|---------------|
| Subtotal | |
| Sales Tax | 520.00 |
| Total Invoice Amount | |
| Payment/Credit Applied | 520.00 |
| TOTAL | 520.00 |

Check/Credit Memo No:

S C DEVELOPMENT

PO BOX 2006
 SAN LUIS, AZ 85349
 ROC 207951

INVOICE

Invoice Number: 244
 Invoice Date: May 19, 2015
 Page: 1

Voice: 928-627-2211
 Fax: 928-627-9479

Bill To:
 CITY OF SAN LUIS
 720 2nd Ave.
 PO Box 1170
 San Luis, AZ 85349

Ship to:

| | | | |
|--------------|-----------------|---------------|----------|
| Customer ID | Customer PO | Payment Terms | |
| CitySL | | Net 10 Days | |
| Sales Rep ID | Shipping Method | Ship Date | Due Date |
| | Airborne | | 5/29/15 |

| Quantity | Item | Description | Unit Price | Amount |
|----------|------|--|------------|--------|
| 1.00 | | job site: municipal court old kitchen | | |
| | | install 4 LED recess can control by | 576.00 | 576.00 |
| | | movement sensor switch | | |
| 1.00 | | install new TV cable and 2 new CAT5 data | 175.00 | 175.00 |
| | | cable hidden on wall, install 1 new 120VAC | | |
| | | duplex outlet | | |

| | |
|------------------------|---------------|
| Subtotal | 751.00 |
| Sales Tax | |
| Total Invoice Amount | 751.00 |
| Payment/Credit Applied | |
| TOTAL | 751.00 |

Check/Credit Memo No:

Overdue invoices are subject to late charges.

S C DEVELOPMENT

PO BOX 2006
 SAN LUIS, AZ 85349
 ROC 207951

INVOICE

Invoice Number: 243
 Invoice Date: May 19, 2015
 Page: 1

Voice: 928-627-2211
 Fax: 928-627-9479

Bill To:
 CITY OF SAN LUIS
 720 2nd Ave.
 PO Box 1170
 San Luis, AZ 85349

Ship to:

| | | | |
|---------------------|------------------------|----------------------|-----------------|
| Customer ID | Customer PO | Payment Terms | |
| CitySL | | Net 10 Days | |
| Sales Rep ID | Shipping Method | Ship Date | Due Date |
| | Airborne | | 5/29/15 |

| Quantity | Item | Description | Unit Price | Amount |
|------------------------|------|--|------------|---------------|
| 1.00 | | job site municipal court, kitchen repair refrigerant leak on refrigerator, solder copper tube, make vacuum, charge 134 a, check for new leaks | 243.00 | 243.00 |
| Subtotal | | | | 243.00 |
| Sales Tax | | | | |
| Total Invoice Amount | | | | 243.00 |
| Payment/Credit Applied | | | | |
| TOTAL | | | | 243.00 |

Check/Credit Memo No:

Overdue invoices are subject to late charges.

S C DEVELOPMENT

PO BOX 2006
 SAN LUIS, AZ 85349
 ROC 207951

INVOICE

Invoice Number: 249
 Invoice Date: May 19, 2015
 Page: 1

Voice: 928-627-2211
 Fax: 928-627-9479

Bill To:
 CITY OF SAN LUIS
 720 2nd Ave.
 PO Box 1170
 San Luis, AZ 85349

Ship to:

| Customer ID | Customer PO | Payment Terms | |
|--------------|-----------------|---------------|----------|
| CitySL | | Net 10 Days | |
| Sales Rep ID | Shipping Method | Ship Date | Due Date |
| | Airborne | | 5/29/15 |

| Quantity | Item | Description | Unit Price | Amount |
|----------|------|--|------------|----------|
| 1.00 | | Job site: Municipal Court, Judge Office Remove old fluorescent lamps and install ten LED recess can lights controlled by motion and dimmer switch | 1,480.00 | 1,480.00 |

Kitchen
 \$ 1,480 =

| | |
|------------------------|-----------------|
| Subtotal | 1,480.00 |
| Sales Tax | |
| Total Invoice Amount | 1,480.00 |
| Payment/Credit Applied | |
| TOTAL | 1,480.00 |

Check/Credit Memo No:



AGENDA ITEM REVIEW FORM

Regular City Council Meeting

6. 2.

Meeting Date: 07/08/2015

Department Head: Hank Green, Fire Chief, Fire Department

Submitted By: Hank Green, Fire Chief, Fire Department

Action Requested: Motion

ITEM:

Discussion and possible action on any and all matters regarding the ratification of purchase of 2 power assist gurneys by the City of San Luis Fire Department through the vendor STRYKER rather than as previously authorized through FERNO due to a recall through FERNO. **(Hank Green)**

SUMMARY:

On May 13, 2015 the City Council authorized the purchase of two power-assist gurneys from FERNO, Washington Inc. for an amount not to exceed \$80,000. Purchase Orders were initiated at that time under the fiscal year ending June 30, 2015.

On June 23, 2015, SLFD received notice (memo attached) from FERNO that a potential, critical operational flaw had been identified by their Engineering Department and that all equipment, including the equipment we ordered was under a stop shipment order until the flaw could be corrected. SLFD made numerous contacts and attempts to determine if the vendor could deliver the ordered items before the June 30, 2015 deadline, without success or the needed assurances.

In the efforts to obtain a product before the end of fiscal 2015 and not surrender the funding or purchase authority, SLFD personnel contacted another vendor of a similar product on June 29, 2015. This vendor (STRYKER) was able provide:

- (1) a quote that was only \$80.00 more than the original gurneys from FERNO,
- (2) yet the quote was still under the \$80,000.00 Council-authorized purchase price, and
- (3) ability to deliver their product by to the June 30, 2015 deadline which they did do.

SLFD is requesting City Council to ratify through STRYKER, rather than through FERNO, the purchase of 2 power-assist gurneys, STRYKER - Power Pro 2, with identified features and accessories. The total cost was \$79,396.04.

This expenditure is less than \$100 from what was previously authorized by Council. No other vendor could deliver the desired equipment before midnight of June 30, 2015. Because this expenditure is not part of the 2015/2016 City Budget, if delivery could not occur before July 1, 2015, purchasing this equipment would have had to wait until after July 1, 2016. This is needed equipment that enhances public safety response by the City of San Luis in conjunction with the City of Somerton in providing ambulance service. Because the amount of money involved is less than \$100 from what was previously approved, and the beneficial impact on public safety services to the residents of San Luis, it is requested that Council waive formal purchase requirements pursuant to §36.01(H) of the City Code.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO RATIFY THE PURCHASE FROM THE VENDOR STRYKER OF TWO (2) POWER-ASSIST GURNEYS EFFECTIVE AS OF JUNE 30, 2015 AS PRESENTED BY STAFF. BECAUSE THIS EXPENDITURE IS WITHIN \$100.00 OF WHAT HAS BEEN PREVIOUSLY APPROVED, AND THE BENEFICIAL IMPACT TO PUBLIC SAFETY SERVICES TO THE RESIDENTS OF SAN LUIS, THE FORMAL PURCHASING PROCEDURES OF THE CITY CODE ARE HEREBY WAIVED PURSUANT TO §36.01.H OF THE CITY CODE.

Supporting information not attached to the Agenda Item Review Form:

N/A

Is document to be sent to the Recorder's Office?: No

Department

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM: YES

| | |
|-------------------------------------|---|
| CITY/STATE/FEDERAL FUNDS: | City |
| TOTAL: | 79,390.51 |
| BUDGETED: | Yes |
| AVAILABLE TO TRANSFER: | N/A |
| ACCOUNT #/REMAINING BALANCE: | 100-999-90000 - Capital Outlay - Equipment |

FISCAL IMPACT STATEMENT:

Purchase authorized from 100-999-90000 - Capital Outlay Equipment

Attachments

FERNO E-mail

STRYKER Invoice

From: Jairo Fuentes <jfuentes@cityofsanluis.org>
Date: June 23, 2015 at 3:03:21 PM MST
To: Enrique Lopez <ELopez@cityofsanluis.org>
Cc: Angel Ramirez <ARamirez@cityofsanluis.org>
Subject: Update

Good Morning Jairo,

I just got off of a conference call with our management team, and am disappointed to report that the company has initiated a stop-ship on the iN|X effective immediately due to a loading issue that was identified by our engineering team. This issue could potentially allow for the iN|X to unexpectedly fail during the loading process, and though we've had no field incidents, we're opting to err on the side of caution and not ship any units until the issue has been resolved.

Clearly, this will not allow us to deliver your two iN|X units prior to the deadline we've agreed to, and I most definitely share in your disappointment. In an effort to still enable you to take delivery on your two iN|X units this year, Ferno can offer the City of San Luis a pro-forma invoice with the understanding that we would immediately ship your units once the stop-ship has cleared.

I know that this isn't the news that either of us wanted to hear, and I hope that we'll still be able to enable you to take delivery once the stop-ship is over by utilizing the pro-forma invoice. Please let me know your thoughts and we'll take it from there. Again, I'm very sorry that we unable to deliver as promised, but your safety and your patients' safety remains Ferno's paramount concern.

All the best,

Greg Hoffmann Regional Sales Specialist W 480.436.4851

g.hoffmann@ferno.com / www.ferno.com

70 Weil Way / Wilmington, OH 45177 / 877.733.0911



Comprehensive Quotation

Sales Account Manager
 April Espinoza
 april.espinoza@stryker.com
 1-800-327-0770
 Fax: 802-801-2628

Remit to:
 P.O. Box 93308
 Chicago, IL 60673-3308

End User Shipping Address
 1249466
 CITY OF SAN LUIS
 1165 N MCCAIN
 SAN LUIS, AZ 85349

Shipping Address
 1249466
 CITY OF SAN LUIS
 1165 N MCCAIN
 SAN LUIS, AZ 85349

Billing Address
 1249465
 CITY OF SAN LUIS
 PO BOX 7740
 SAN LUIS, AZ 85349

| Customer Contact | Ref Number | Date | PO Number | Reference Field | Quote Type |
|------------------|------------|------------|-----------|-----------------|------------|
| | 4248316 | 06/29/2015 | QUOTE | | |

| Line # | Quantity | Item Description | Part # | Unit Price | Extended Price | Item Comments |
|--------|----------|----------------------------------|------------|-------------|----------------|---------------|
| 1.00 | 2 | Power-PRO XT | 6506000000 | \$16,543.66 | \$33,087.36 | |
| | | Options | | | | |
| | 2 | Power-PRO XT | 6506000000 | \$16,543.66 | \$33,087.36 | |
| | 2 | Dual Wheel Lock | 609802010 | | | |
| | 2 | PR Cot Retaining Post | 8085033000 | | | |
| | 2 | Power Pro Standard Components | 6506026000 | | | |
| | 2 | XPS Option | 6506040000 | | | |
| | 2 | No Runner/HE O2 | 0054200994 | | | |
| | 2 | Equipment Hook | 6500147000 | | | |
| | 2 | Power-LOAD Compatible Option | 6506127000 | | | |
| | 2 | Knee-Gatch/Trendelenburg | 6500082000 | | | |
| | 2 | No HE Section O2 Bottle | 6506036000 | | | |
| | 2 | Pocketed Back Rest Pouch | 6500130000 | | | |
| | 2 | Head End Storage Flat | 6500125000 | | | |
| | 2 | Fowler O2 Bottle Holder | 6500241000 | | | |
| | 2 | English Manual | 6506000000 | | | |
| | 2 | 120V AC SMRT Charging Kit | 6500028000 | | | |
| | 2 | Long Hook | 6060036018 | | | |
| | 2 | XPS Knee Gatch Bolster Matras | 6500003130 | | | |
| | 2 | Steer Lock Option | 6506036000 | | | |
| | 2 | 3 YR X-Frame Powertrain Warranty | 7777881669 | | | |
| | 2 | 2 Yr Bumper to Bumper Warranty | 7777881670 | | | |
| | 2 | DOM SHIP (NOT HI, AK, PR, GM) | 0054030000 | | | |
| | 2 | 3 Stage IV Pole PR Option | 6500315000 | | | |
| | 2 | G-RATED RESTRAINT PACKAGE | 6500002030 | | | |
| | 2 | STANDARD FOWLER | 6506012003 | | | |
| 2.00 | 2 | PowerLOAD | 6390000000 | \$19,310.64 | \$38,621.68 | |
| | | Options | | | | |
| | 2 | PowerLOAD | 6390000000 | \$19,310.64 | \$38,621.68 | |
| | 2 | Standard Comp 6390 Power Load | 6390026000 | | | |
| | 2 | English Manual | 6390600000 | | | |
| | 2 | 1 year parts, labor & travel | 7777881660 | | | |

Note:
**DELIVERED ON
 JUNE 30, 2015**

| | |
|--------------------------|-------------|
| Product Total | \$71,709.04 |
| Freight | 0.00 |
| Tax | \$7,621.49 |
| Total Incl Tax & Freight | \$79,330.53 |

Signature: _____ Title/Position: _____ Date: _____



Deal Consummation: This is a quote and not a commitment. This quote is subject to final credit, pricing, and documentation approval. Legal documentation must be signed before your equipment can be delivered. Documentation will be provided upon completion of our review process and your selection of a payment schedule.

Confidentiality Notice: Recipient will not disclose to any third party the terms of this quote or any other information, including any pricing or discounts, offered to be provided by Stryker to Recipient in connection with this quote, without Stryker's prior written approval, except as may be requested by law or by lawful order of any applicable government agency.

Terms: Net 30 Days, FOB origin. A copy of Stryker Medical's standard terms and conditions can be obtained by calling Stryker Medical's Customer Service at 1-800-STRYKER.

Cancellation and Return Policy: In the event of damaged or defective shipments, please notify Stryker within 30 days and we will remedy the situation. Cancellation of orders must be received 30 days prior to the agreed upon delivery date. If the order is cancelled within the 30 day window, a fee of 25% of the total purchase order price and return shipping charges will apply.



AGENDA ITEM REVIEW FORM

Regular City Council Meeting

6. 3.

Meeting Date: 07/08/2015

Department Head: Tadeo De la Hoya, Assistant to the City Manager, Administration

Submitted By: Omar Heredia, HR Program & Training Coordinator, Human Resources Department

Action Requested: Motion

ITEM:

Discussion and possible action on any and all matters regarding approval of the use of executive recruitment services through Waters & Company for the Chief of Police position. **(Maria Sabori)**

SUMMARY:

Waters and Company is an executive recruitment consulting group that specializes in recommending talented, qualified, and experienced candidates for selection. The City of San Luis recognizes the benefits of using such services and plans to collaborate with Waters & Company to recruit a top candidate for the Chief of Police position upon approval of Council.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO APPROVE EXPANDING RECRUITMENT EFFORTS FOR THE POSITION OF CHIEF OF THROUGH USE OF AN EXECUTIVE RECRUITMENT CONSULTANT.

Supporting information not attached to the Agenda Item Review Form:

Proposals attached

Is document to be sent to the Recorder's Office?: Yes

Department

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM: Yes

CITY/STATE/FEDERAL FUNDS: Operations

TOTAL: 30,000.00

BUDGETED: No

AVAILABLE TO TRANSFER: N/A

ACCOUNT #/REMAINING BALANCE: 100-181 80000

FISCAL IMPACT STATEMENT:

Estimated cost of \$30,000.00 - total cost may vary depending on additional services requested by the city.

Attachments

Waters & Company Proposal

Novak Group Proposal

IPM Services Brochure

CPS HR Consulting Explanation



Proposal

City of San Luis, Arizona

Proposal to Provide Executive Recruitment Services

June 19, 2015

Table of Contents

LETTER OF TRANSMITTAL

I GENERAL INFORMATION 1

II RESPONSE TO SCOPE OF WORK 2

III PROPOSED COSTS 8

IV FIRM EXPERIENCE 9

V RECRUITMENT PROJECT TEAM..... 10

SAMPLE BROCHURE APPENDIX I

LETTER OF TRANSMITTAL

June 19, 2015

Mr. Omar Heredia, M.Ed.
City of San Luis
P.O. Box 1170
San Luis, Arizona 85349

Re: **Request for Proposal to Provide Executive Recruitment Services**

Dear Mr. Heredia,

I appreciate the opportunity to submit our proposal for executive recruitment services for the City of San Luis' next Chief of Police. Our extensive experience in providing executive recruitment services to cities, counties and other public sector organizations nationwide will be beneficial for this recruitment and allow us to find the ideal candidate for the City of San Luis.

We know that you have options for using other recruitment firms. However, we believe that our approach sets us apart from our competitors in the following unique ways:

- We will conduct a web-based survey that can be used to determine the key community-wide issues and priorities that are essential considerations for the City and the selection committee to consider. This survey is completed by the City's employees, community leaders and citizens. The results of the survey will provide the City Council with important feedback for development of the profile for the ideal candidate as well as the onboarding business plan;
- Management/Leadership Style Assessment Analysis completed by the candidates to determine if a candidate's management style matches the approved management/leadership style profile for the ideal candidate;
- Video candidate interviews through a proprietary system will be made available to the Mayor and City Council to assist in the selection process; and
- Utilization of a proprietary online application system exclusively licensed to Waters & Company Executive Recruitment, a *Springsted Company* (WCER) to facilitate talent management. The system has been designed by WCER to customize applicant flow and tracking. It allows ease of communication with applicants and the ability to conduct database inquiries for candidates based on characteristics important to the City such as geographic location and specific experience, expertise and qualifications.

City of San Luis, Arizona
June 19, 2015
Page 2

The proposal document will provide you the details about our approach, expertise, client references and pricing for this executive recruitment. If you have any questions, please contact me at 214-608-7477 or by email at crohre@waters-company.com. Our Team would consider it a professional privilege to provide these services to the City of San Luis.

Respectfully submitted,



Chuck Rohre, Senior Vice President
Consultant

sml

City of San Luis, Arizona
Proposal to Provide
Executive Recruitment Services

I. General Information

Waters & Company Executive Recruitment (WCER) recently merged with Springsted Incorporated, establishing one of the largest public sector executive recruitment and organizational management firms in the United States. Springsted Incorporated, the parent corporation, is a certified WBE. Three employee-owners lead the firms and their 70-member staff. Our principal corporate office is located in Saint Paul, Minnesota, with regional offices located in Dallas, Texas; Milwaukee, Wisconsin; Cleveland, Ohio; Des Moines, Iowa; Kansas City, Missouri; Richmond, Virginia; Denver, Colorado and Los Angeles, California.

WCER has a team of seven primary recruitment consultants available to meet your executive recruitment needs. Each consultant assigned to this recruitment has experience working with cities and the many different disciplines that comprise the City of San Luis organization. Our consultants bring an experienced, participatory and energetic perspective to each engagement; our unique approach and personal touch are reflected in our internal standard to provide outstanding services that exceed the City's expectations. Since 2010 our combined consultant team has conducted more than 350 executive recruitments.

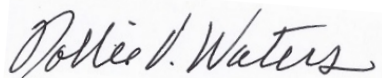
The WCER Recruitment Project Team will partner with the Mayor, City Council and designated staff as your technical advisor to ensure that the recruitment process for your next Chief of Police is conducted in a thorough and professional manner. Our objective is to generate high-quality candidates and assist you with the screening and evaluation of these candidates.

We have structured the WCER Recruitment Project Team to draw upon WCER's and Springsted's 50-plus years of service to the public sector and to leverage WCER's experience and capacity to focus nationwide to find the most qualified candidates.

Physical Address

Waters & Company Executive Recruitment, *a Springsted Company*
14285 Midway Road, Suite 340
Addison, Texas 75254
Office: 972-481-1950
Fax: 972-481-1951

Respectfully submitted,



Rollie Waters, Executive Vice President
Consultant

II. Response to Scope of Work

Task I: Recruitment Brochure Development and Advertising

The development of a comprehensive recruitment brochure that includes a profile of the ideal candidate is an important first step in the recruitment process. This profile includes the required academic training, professional experience, leadership, management and personal characteristics related to the success of the candidate in the position of Chief of Police. The recruitment brochure will also have a profile that captures the essence of the City as a highly-attractive venue for the successful candidate to live and work.

To prepare the recruitment brochure, the Recruitment Project Team Leader will come on site to meet with the Mayor, City Council and designated staff to discuss the required background, experiences and management and leadership characteristics for your Chief of Police position. We meet individually (or collectively depending upon your preference) with the Mayor and City Council to broaden our understanding of the position's leadership and management requirements, current issues, strategic priorities and to identify expectations for the Chief of Police. [See example of a recruitment brochure in Appendix I.]

Information obtained from these meetings, coupled with our review of the job description and other City documents, is used to prepare a position and candidate profile. The completed profiles will be approved by the Mayor and City Council before recruitment begins. The position and candidate profiles will be central to our recruitment strategy and outreach to candidates.

The Recruitment Project Team will also work with the City of San Luis to develop an advertising and marketing strategy to notify potential candidates about the vacancy and conduct an open recruitment that encourages applications from a talented and diverse pool of candidates. Our Team will place ads in appropriate professional publications, websites and local print media. Additionally, WCER has a highly-accessed website that has a special location attracting many potential candidates to upload their resumes. The aggressive advertising and marketing campaign for top talent will include national, state, regional and local elements as determined during our initial meetings with the City's representatives. Our customized mailing list, selected from our extensive database and contacts collected at appropriate public sector conferences, will be utilized to further promote the position.

| Project Milestone | Deliverables | Proposed Date |
|---|--|---------------|
| Position profile and recruitment brochure development. | <ul style="list-style-type: none"> Onsite interview with the City. WCER will receive information regarding the City's budgets, organizational charts, images, logos, etc. Develop draft documents (Recruitment Brochure, Advertisement, Marketing Letter and Timeline). | June 29 – 30 |
| Approve brochure, commence advertising and distribute marketing letter. | <ul style="list-style-type: none"> Brochure sent to the City for final approval. Commence advertising and distribution of recruitment brochure. | July 7 |

Task II: Execution of Recruitment Strategy and Identification of Quality Candidates

Utilizing the information developed in Task I, WCER will identify and reach out to individuals who will be outstanding candidates for the position of Chief of Police. Often, well-qualified candidates are not actively seeking new employment and will not necessarily respond to an advertisement. However, if a potential candidate is presented with the opportunity directly and in the proper manner, he or she may apply. We take pride in our ability to locate highly qualified candidates across the nation based on the professional contacts and relationships we have developed and maintained over many years.

In consultation with the Mayor, City Council and staff, we will develop a customized recruitment strategy for the Chief of Police position to include placing job ads in all appropriate national and state associations and websites. These efforts will be supplemented by the creation of an appropriate database utilizing our extensive, interactive applicant database for the Chief of Police position. This will provide the WCER Team with the ability to customize applicant flow and tracking, communication with applicants and the ability to conduct database inquiries for candidates based on characteristics important to the City such as geographic location, particular experience, expertise and credentials.

During this part of the process the Recruitment Project Team will work with the Mayor, City Council and designated staff to reach consensus on the leadership and management style for the ideal candidate. Our research will determine the key competencies, work values and leadership/management style for the position and match the candidates to each attribute. Each candidate submitting a resume is sent a timely acknowledgement by our Team, including an approximate schedule for the recruitment. Throughout the recruitment process, communications are maintained with each candidate regarding information about the recruitment progress and their status in the process. We take pride in the many complimentary comments made by candidates regarding the level of communication and the professional manner in which they are treated during our recruitments.

| Project Milestone | Deliverables | Proposed Date |
|---|---|--------------------|
| Execution of recruitment strategy and candidate outreach. | <ul style="list-style-type: none"> • Online data collection and profile development. • Development of interactive searchable applicant database for recruitment of the Chief of Police. • WCER performs direct outreach to prospective candidates identified in the recruitment strategy. • Utilization of extensive applicant database to identify applications and review applicant pool for competencies/demographics. | July 8 – August 10 |

Task III: Screening of Applicants and Recommendation of Semi-Finalists

In Task III the Recruitment Project Team, under the direction of Chuck Rohre, will screen the candidates against the criteria within the position and candidate profiles and develop a list of semi-finalists for recommendation to the Mayor and City Council.

The most promising applicants will receive a candidate essay questionnaire to complete that will provide additional information about the candidates’ background and experience. We will then narrow the list to a group of 10-15 semifinalists for your review and to select finalists.

Another unique aspect of our recruitment process is our use of online recorded interviews for the screening process. Responses are timed and questions are not provided in advance. This tool allows our Team to develop a more comprehensive understanding of the candidate’s ability to think “on their feet” as well as their personal and professional demeanor. This virtual interview can be scored by individual selection team members as well as the consulting team for later review and comparison.

Our Team will provide an online link for the Mayor, City Council and others designated, who have input into the hiring decision, allowing them to review and rate the recorded responses. This provides the organization with additional candidate assessments that can be customized to fit the unique needs of your City.

Throughout the process, you will have access to our Master Applicant List (MAL), which will provide pertinent data for each applicant.

| Project Milestone | Deliverables | Proposed Date |
|---|---|----------------|
| Applicant screening and recommendation of semi-finalists. | <ul style="list-style-type: none"> • WCER compares applications to the approved candidate profile developed in our searchable applicant database. • WCER develops customized candidate questionnaire & due diligence questionnaire to provide to applicants who most closely meet the candidate profile. • Top 10-15 candidates identified as semi-finalists. • Semi-Final Report is prepared, including the brochure, master applicant list, cover letter, resume and completed questionnaire of candidates to be considered. • WCER and the City review and rate video interviews. • WCER sends links to City to review the aggregate responses and ratings. • Semi-finalists complete candidate management style assessment, responses are reviewed and interview questions are developed. • Recruitment Project Team Leader meets with Mayor and City Council to review recommended semi-finalists. Mayor and City Council select finalists for on-site interviews. | August 11 – 24 |

Task IV: Conducting Background Checks, Reference Checks and Academic Verifications

When the Mayor and City Council approve of a group of finalists for on-site interviews, WCER will begin the process of conducting reference checks, background checks and academic verifications. A Confidential Reference Report is prepared for each finalist to complete our understanding of his/her management and leadership characteristics and professional work performance.

For the background checks, WCER will develop information on the candidates in the following areas:

- Consumer Credit
- City/County Criminal
- City/County Civil Litigation
- Judgment/Tax Lien
- Motor Vehicle
- Bankruptcy
- State District Superior Court Criminal
- State District Superior Court Civil Litigation
- Federal District Criminal
- Federal District Civil Litigation

To ensure that our quality standards are maintained, we require a minimum of ten business days between the time that you select the finalists for on-site interviews and when we submit the candidate documentation for your final interview process.

| Project Milestone | Deliverables | Proposed Date |
|---|---|----------------|
| Finalists complete supplemental work products. | <ul style="list-style-type: none"> • Finalists complete narrative of their two most significant professional achievements and a critical problem analysis. | August 26 |
| Design final process with City Council for on-site interviews with finalists. | <ul style="list-style-type: none"> • WCER confirms interviews with candidates. • Travel logistics are scheduled for the candidates. | August 25 – 26 |
| Background checks, reference checks and academic verification. | <ul style="list-style-type: none"> • WCER completes background checks, reference checks and academic verifications for finalists. | September 2 |

Task V: Final Interview Process

Upon completion of Task IV, we will work with you to develop the final interview process. We will provide documentation on each of the finalists which will provide the highlights of their professional experience and leadership/management profile (Gap Analysis) as well as a summary of the results of the reference checks, background checks and academic verifications. In addition, the Final Report will include guidelines for interviewing the candidates, suggested interview questions and a candidate assessment process for your interview panel(s).

The Recruitment Project Team Leader will be available during the final interview process to answer questions about the candidates and, if requested, assist with the final evaluation of the candidates. In addition, if the City requests the service, we will assist you with the development of a compensation package and related employment considerations and assist with the negotiation of an employment agreement.

| Project Milestone | Deliverables | Proposed Date |
|--|---|----------------------|
| Final Report prepared and delivered to the City. | <ul style="list-style-type: none"> Final Report is prepared, including brochure, interview schedule, cover letter, resume, candidate questionnaire, two examples of candidates' most significant professional achievements, suggested interview questions, candidate assessment form and management style probing questions. | September 3 |
| On-site interviews with finalists. | <ul style="list-style-type: none"> Interviews are scheduled. Recruitment Project Team Leader attends client interviews and is available to participate during deliberations of candidates. | Week of September 7 |
| Offer made / accepted. | <ul style="list-style-type: none"> If requested, WCER participates in candidate employment agreement negotiations. WCER notifies candidates of decision. WCER confirms final process close out items with the City of San Luis. | Week of September 14 |

Strategy for Recruitment of Diverse Candidates

Our corporate core values and work environment reflect our broader social aspirations for a diverse workforce, equal opportunity and cross-cultural respect. We have established strong and credible networks with minority and female leaders nationwide. In addition, we are corporate members of the National Forum for Black Public Administrators (NFBPA) and the Hispanic Network and are on their National Corporate Advisory Council. We participate in their membership events on a regular basis.

To that end, we take responsibility for diversity in our organization, our recruitment strategy and our candidate pools. In this recruitment, we will use our established networks to make direct and personal contacts with prospective minority and female candidates and encourage them to consider the City of San Luis' Chief of Police position. Because of our performance record in presenting a diverse applicant pool, these prospective candidates know they will be fairly considered in the process.

Waters & Company Executive Recruitment, a Springsted Company, is committed to ensuring equitable participation in our business and employment opportunities without regard to race, color, religion, sex, national origin, age, disability, veteran status, marital status or sexual orientation. As a leader in the executive recruitment industry, we take positive actions to prevent and to remedy any discriminatory effects of business and employment practices.

Springsted Incorporated, our parent company, is a certified WBE.

Timeline

Below is an estimated Timeline for the executive recruitment process. You will be asked during the first on-site meeting to review and approve a Timeline for the recruitment project. It is our intent to conduct the recruitment expeditiously, but not at the expense of finding high-quality candidates for you.

| CITY OF SAN LUIS, ARIZONA EXECUTIVE RECRUITMENT PRELIMINARY TIMELINE | | |
|---|--|----------------------|
| The following Timeline represents a preliminary schedule for your executive recruitment based on a commencement date of June 28, 2015. Actual target dates will be developed in consultation with and approved by the Mayor and City Council. | | |
| Project Milestone | Deliverables | Target Date |
| Profile development, advertising and candidate outreach. | <ul style="list-style-type: none"> WCER completes on-site interviews to develop candidate profile and recruitment brochure; the City approves ad placement schedule and timeline. WCER sends draft recruitment brochure to the City. The City returns draft recruitment brochure (with edits) to WCER. WCER commences executive recruitment advertising and marketing. Online data collection and profile development. | June 28 – August 10 |
| Applicant screening and assessment and recommendation of semi-finalists. | <ul style="list-style-type: none"> WCER commences formal review of applications and sends most promising applicants a Candidate Questionnaire to provide additional information about background and experience. Candidates complete recorded interview online. WCER completes formal review of applications and sends selected resumes and questionnaire responses to the City for review. Also candidates' recorded interviews are presented. Semi-finalists complete candidate management style assessment and responses are reviewed and interview questions are developed. WCER meets with the City and recommends semi-finalists; the City selects finalists for on-site interviews. | August 11 – 25 |
| Comprehensive background check and reference checks completed for finalists. | <ul style="list-style-type: none"> WCER completes reference checks/background checks/ academic verification on finalists. | September 3 |
| On-site Interviews with finalists. | <ul style="list-style-type: none"> WCER sends documentation for finalists to the City. The City conducts on-site interviews with finalists. | Week of September 7 |
| Employment offer made / accepted. | <ul style="list-style-type: none"> The City extends employment offer to selected candidate. | Week of September 14 |

III. Proposed Costs

The all-inclusive professional fee to conduct the recruitment is provided below and includes the cost of professional services by the Recruitment Project Team Leader, the project support staff and all project-related expenses such as advertising, preparation of the recruitment brochure, printing, candidate background, reference and academic verification checks and travel expenses for on-site visits. Travel expenses incurred by candidates for on-site interviews with the client are not the responsibility of WCER and are handled directly by the client organization.

The all-inclusive professional fee will be billed in four installments: 30% of the fee will be billed at the beginning of the recruitment; 30% at the implementation of Phase I; 30% at the implementation of Phase II; and 10% upon acceptance of an offer by the candidate. We are open to negotiate an alternative payment schedule if selected for this recruitment.

If candidates from this recruitment process are selected for another position within your organization within one year of the close of the recruitment, a fee of 50% of the following proposal amount will be due to Waters & Company Executive Recruitment, a Springsted Company.

All questions regarding the professional fees and project-related expenses should be directed to Chuck Rohre, Senior Vice President at crohre@waters-company.com or via phone at 214-608-7477.

| PHASE | DESCRIPTION OF PROFESSIONAL SERVICES | FEES |
|------------|--|-----------------|
| Phase I | Task 1 – Candidate Profile Development/Advertising/Marketing (includes one day on site by Recruitment Project Team Leader) Task 2 – Identify Quality Candidates | |
| Phase II | Task 3 – Screening of Applications and Submission of Recommended Semi-Finalists to Client (includes one day on site by the Recruitment Project Team Leader) Task 4 – Reference Checks, Background Checks and Academic Verifications | |
| Phase III | Task 5 – Final Process/On-Site Interviews with Finalists (includes two days on site by Project Team Leader) | |
| Conclusion | Acceptance of offer by candidate | |
| | TOTAL ALL-INCLUSIVE PROFESSIONAL FEE | \$24,500 |

| OPTIONAL SERVICES FOR CONSIDERATION | FEES |
|--|--------------------------------------|
| Additional work related to the search process and as specifically requested by the City that is outside of the scope of this project (i.e. additional onsite meetings) is additional. The fixed professional fee for this recruitment anticipates no more than three onsite consulting days with one consultant. However, we would be pleased to provide additional onsite consulting visits for our standard daily rate of \$1,760 plus expenses. | \$1,760 per day plus expenses |

Triple Guarantee

Our Triple Guarantee is defined as: (1) A commitment to remain with the recruitment assignment until you have made an appointment for the fees and tasks quoted in this proposal. If you are unable to make a selection from the initial group of finalists, WCER will work to identify a supplemental group until you find a candidate to hire. (2) Your executive recruitment is guaranteed for 24 months against termination or resignation for any reason. The replacement recruitment will be repeated with no additional professional fee, but only for project-related expenses. Candidates appointed from within your organization do not qualify for this guarantee. This guarantee is subject to further limitations and restrictions of your state laws. (3) WCER will not directly solicit any candidates selected under this contract for any other position while the candidate is employed with your organization.

IV. Firm Experience

References

City of Somerville, Massachusetts

Mr. Bill Roche, *Personnel Director*

wroche@somervillema.gov

617-625-6600 ext. 3310

Project: Selection of Police Chief

City of Sanford, Florida

Mr. Fred Fosson, *Human Resources Director*

fred.fosson@sanfordfl.gov

407-688-5130

Project: Selection of Police Chief, City Manager, Human Resource Director, Director of Finance

City of Lakeville, Minnesota

Ms. Cindi Joosten, *Human Resources*

Manager

hrinfo@lakevillemn.gov

952-985-4901

Project: Selection of Police Chief, Parks & Rec Director

Town of Marana, Arizona

Ms. Suzanne Machain, *Human Resources*

Director

520-382-1920

snmachain@marana.com

Project: Deputy Town Manager and Police Chief

City of Charlotte, North Carolina

Ms. Cheryl Brown, *Director of Human*

Resources

clbrown@ci.charlotte.nc.us

704-336-5703

Project: Selection of Police Chief, City Manager and Utilities Director

City of Denton, Texas

Mr. George Campbell, *City Manager*

george.campbell@cityofdenton.com

940-349-8307 or

Ms. Carla Romine-Hagmark, *Human*

Resources Director

carla.romine@cityofdenton.com

940-349-8344

Project: Selection of Police Chief, Director of Engineering Services, Assistant City Manager and various Department Directors

Experience

The following is a partial list of previous Executive Recruitments:

| List of Relevant Executive Recruitments 2010 – Present | | | | |
|--|-------------------------|-------|---------------------------|------------|
| Year | Client | State | Recruitment | Population |
| 2010 | Marana | AZ | Police Chief | 38,290 |
| 2010 | Sanford | FL | Chief of Police | 56,002 |
| 2010 | Somerville | MA | Police Chief | 78,804 |
| 2010 | Virginia Beach | VA | Police Chief | 448,479 |
| 2011 | Denton | TX | Chief of Police | 123,099 |
| 2011 | Dyersville | IA | Police Chief | 4,035 |
| 2011 | Hopewell | VA | Police Chief | 22,354 |
| 2011 | Racine | WI | Chief of Police | 81,855 |
| 2012 | Accomack County | VA | Director of Public Safety | 33,148 |
| 2012 | Cedar Park | TX | Police Chief | 61,238 |
| 2012 | Kauffman | TX | Police Chief | 6,922 |
| 2012 | Roanoke County | VA | Police Chief | 93,524 |
| 2012 | Sanford | FL | Police Chief | 56,002 |
| 2013 | Jasper | TX | Police Chief | 7,656 |
| 2013 | Lakeville | MN | Police Chief | 58,562 |
| 2013 | Socorro | TX | Police Chief | 32,517 |
| 2014 | Buffalo | MN | Police Chief | 15,724 |
| 2014 | Cloquet | MN | Police Chief | 12,036 |
| 2014 | Richmond | TX | Police Chief | 11,863 |
| 2014 | Somerville | MA | Chief of Police | 77,104 |
| 2014 | Thief River Falls | MN | Police Chief | 8,661 |
| 2015 | University of Minnesota | MN | Police Chief | 52,000 |

V. Recruitment Project Team

Mr. Rollie Waters, Executive Vice President

Direct Phone: (214) 466-2424

Email: rwaters@waters-company.com

Recruitment Project Team Leader

Mr. Chuck Rohre, Senior Vice President,

Direct Phone: (214) 466-2436

Email: crohre@waters-company.com

Mr. Chuck Anderson, Senior Vice President

Direct Phone: (817) 965-3911

Email: canderson@waters-company.com

Ms. Regan Brown, Project Coordinator

Direct Phone: (214) 466-2445

Email: rbrown@waters-company.com

Rollie Waters

Executive Vice President

Rollie O. Waters is an Executive Vice President of Waters & Company Executive Recruitment, a Springsted Company. Since 1976, Rollie has been a management consultant to private and public sector clients. He has consulted with national and international clients in the area of HR Management system design and strategic management. He has given various lectures and seminars for organizations in the areas of compensation as it relates to performance management. He is viewed on a national level as one of the foremost authorities in succession planning and performance management system design for the public sector. He has spoken before such organizations as the International City/County Managers Association, American Management Association, The Alliance for innovation, Southern Methodist University, the University of Maryland, National Forum of Black Public Administrators, California Institute of Technology, the Texas Municipal League (TML), the International Personnel Management Association (IPMA-HR), several international companies in Great Britain and various other U.S. public and private sector agencies and organizations.

Rollie has been actively involved in the development of competency-based knowledge selection and development tools over the past twenty years. He has been instrumental in ensuring the proprietary profiles that he has designed attract the right candidates that fit the organization's needs. In addition, Rollie's extensive knowledge of performance management solidifies matching the management style most compatible with the organization's success. His research on succession planning has led him and his team to be able to help shape the future of organizations through their executive recruitment activities.

Rollie has been widely published in national journals and magazines focusing on human resource challenges. His publications include a research article in the Public Personnel Management Journal titled "The Impact of Behavioral Traits on Performance Appraisal." Prior to founding W&C, Rollie held an executive position with Dun & Bradstreet Co., Inc., and a management position with Owens Corning Fiberglass.

Areas of Expertise

- Executive Recruitment
- Web- Based Compensation Support
- Management Development
- Organizational Strategy
- Mentoring Programs
- Performance Management
- Competency-based Systems and Development Systems
- Succession Planning

Professional Accomplishments and Education

Rollie is a member of Mensa, a Strategic Partner with the International City/County Managers Association, International Management Consultants, and Alliance for Innovation, a member of the National Corporation Advisory Council of the National Forum for Black Public Administrators, and numerous other professional groups. He has also appeared in several professional directories such as Who's Who in the World, Who's Who in Finance and History, and many others. Rollie has an extensive background in the behavioral sciences and strategic planning. He received his MBA at Pepperdine University and his Bachelor of Science degree in Psychology from the University of South Carolina. In addition, he is a Certified Management Consultant (CMC); CMC is a certification mark awarded by the Institute of Management Consultants USA and represents evidence of the highest standards in consulting and adherence to the ethical canons of the profession.

Chuck Rohre

Senior Vice President

Chuck Rohre is a Senior Vice President of Waters & Company Executive Recruitment, a *Springsted Company*. In this role, he is responsible for managing and conducting executive recruitment engagements for the firm to insure their integrity, timeliness and adherence to budget parameters. Chuck has more than 35 years of experience in managing and consulting in both the private and public sectors. He has served as Police Chief and Director of Public Safety for North Texas municipalities with populations ranging from 9,000 to 200,000 plus. Prior to beginning his consulting career, Mr. Rohre served for three years as Police Chief of Plano, Texas.

Chuck joined the firm in January 2006 following a 13-year engagement with another nationally recognized public sector search firm where he managed the Texas and Southwestern operations. He has an extensive and successful track record of completed recruitments across the nation, especially in the Midwestern and Southwestern states. Among others, he has led recruitment processes for City and Assistant City Managers, Police Chiefs, Fire Chiefs, Library Directors, Chief Information Officers, City/County Attorneys, Parks & Recreation Directors, Finance Directors and Public Works Directors. The clients range from as small as 2,500 to as large as 700,000 in population. He has also conducted management consulting assignments in a number of areas including public safety, career development and strategic planning. He has written and presented training in a variety of subject areas including personnel assessment, leadership and management skills, and career development for public sector employees.

Areas of Expertise

- Executive Recruitment
- Background Investigations
- Assessment Centers
- Career Development
- Strategic Planning
- Organizational Assessment

Professional Accomplishments and Education

Chuck received his bachelor's degree in Career Development from the Dallas campus of Abilene Christian University and his master's degree in Human Relations and Management from the same institution. He has completed advanced management training at the Institute for Law Enforcement Administration and now serves on its adjunct faculty and advisory board. Chuck completed the Federal Bureau of Investigation's prestigious LEEDS course at Quantico, Virginia. He is a veteran of the United States Army, serving in the United States and the Republic of Viet Nam.

Charles (Chuck) Anderson

Senior Vice President

Charles (Chuck) S. Anderson is a Senior Vice President of Waters & Company Executive Recruitment, a *Springsted Company*. Prior to joining the Waters & Co., Chuck worked for local governments and non-profit organizations, including City Manager for Dallas, Texas; Executive Director for the Dallas Area Rapid Transit (DART) and Executive Director for the Michigan Education Association.

Chuck also served as Director for Local Government Reform for the International City/County Association (ICMA), managing a U.S. government contract for the planning and delivery of technical assistance to local governments in Central and Eastern Europe. His last assignment in this role with ICMA was to recruit and supervise a team of technical consultants to assist in re-building local governments in Bosnia following agreement on the Dayton Accords.

During his service with the Michigan Education Association, Chuck also served as Senior Consultant for Urban Planning and Management for Michigan State University's Institute for Public Policy and Social Research.

Areas of Expertise

- Executive Recruitment
- Leadership/Management Development
- Organizational Design
- Organizational Development

Professional Accomplishments and Education

Chuck received a Bachelor of Arts degree in political science and human resources management and a Masters of Public Administration degree from the University of Kansas. He received the prestigious L.P. Cookingham Award for Development of Young Professionals from the International City/County Management Association (ICMA) and the Minority and Women Advancement Award from the American Public Transit Association (APTA). He was also recognized as Public Administrator of the Year by the American Society of Public Administration (ASPA) and Outstanding Management Innovator (Honorable Mention) by ICMA. Chuck was recognized in 2007 with the Lifetime Achievement Award from his Public Administration Alumni Association at the University of Kansas.

Regan Brown

Project Coordinator

Regan Brown is the Project Coordinator at Waters & Company Executive Recruitment, a *Springsted Company*. She is responsible for supporting the lead consultants throughout the entire scope of the recruiting process, as well as providing administrative support to the Executive Vice President, Rollie Waters.

In this role, Regan coordinates communications with candidates, the handling of resumes and the distribution of candidate questionnaires. She is also responsible for providing support to candidates regarding technical and logistic issues. She assists the consultants in scheduling the semifinalist interviews, submitting profiles for background checks and education verifications and notifying the finalists. Her responsibilities extend to editing presentations and proposals, advertisement placements and general office administration.

Professional Accomplishments and Education

Previously, Regan worked in Residential Real Estate and as the Operations Manager for a publically held subprime financial services company. Coordinating between board members, executive staff and operations employees, she implemented executive initiatives at all levels of the company. Regan also served as ISO 9001 Management Representative for Halo Financial Services, LLC.; her attention to detail and her passion for efficiency allowed for a perfect audit record three years in a row. Her service leadership attitude ensures an exceptional customer service experience.

APPENDIX I
Sample Brochure



THE CITY OF SACHSE (TEXAS) SEEKS AN EXPERIENCED, HIGHLY MOTIVATED AND VISIONARY LAW ENFORCEMENT PROFESSIONAL TO SERVE AS THE NEXT...

COMMUNITY OVERVIEW

Sachse, “Hard to Say, Easy to Love,” is a rapidly developing community within the greater Dallas area, adjacent to Garland and Wylie and is growing into a more urbanized setting. The growth has accelerated as Highway 190, the President George Bush Turnpike, extends through the southern part of the city. Sachse is mostly residential in character; however, retail and commercial businesses are beginning to rapidly develop along Highway 78. City officials and the Sachse Economic Development Corporation are confident that quality restaurants and retail establishments will develop along Highway 190.

With the adoption of the updated Comprehensive Plan, the city is poised for future growth within the realm of its ideal “country living” atmosphere. Sachse, at the crossroads of development within northern Dallas County and southern Collin County, is poised for success and offers an outstanding environment for the next Police Chief to make a difference. Sachse is located approximately 20 miles northeast of downtown Dallas on Highway 78 and Highway 190, which provides quick and easy access to Plano, Richardson, Garland, North Dallas, Central Expressway, and eastward to Rockwall County and beyond. The most recent estimated

POLICE CHIEF

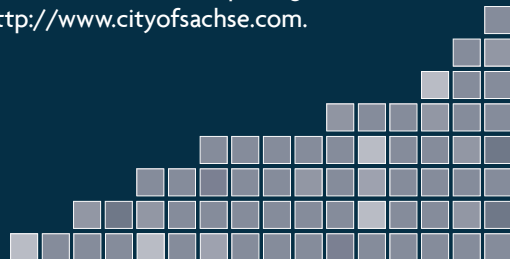
ORGANIZATION AND GOVERNANCE

The City of Sachse is an incorporated municipality within Collin and Dallas Counties with a Home Rule Charter. According to the Charter, the City operates under the Council-Manager form of government, with policy-making and legislative authority vested in a governing body, the City Council, consisting of the Mayor and six at-large members, all elected on a non-partisan basis.

Under direction of the appointed City Manager, the City of Sachse offers a full range of services including: public safety (police, fire protection, and EMS), streets, sanitation, water and sanitary sewer utilities, environmental services, library, parks and recreation, engineering, planning and zoning, building inspection and code enforcement, and general administrative services. For Fiscal Year 2014-15, the City has a full-time staff of 133 full time and 42 part time employees, with a General Fund Budget of \$12.82 million, and an all-funds budget of \$25.89 million.



In January 2015 the City Council adopted an updated Strategic Plan and Vision for the community. Sachse holds a AA rating from Standard and Poor’s. The City has a half-cent sales tax dedicated to economic development (Type B Corporation) and the City Council appoints the seven members of the Sachse Economic Development Corporation (SEDC) for staggered, two-year terms. To learn more about the municipal organization visit <http://www.cityofsachse.com>.





SACHSE POLICE DEPARTMENT

Mission Statement:

To safeguard the lives and property of the citizens we serve. While doing so, officers and employees will respect and protect the rights and dignity of all citizens and promote strong personal values. The Department will be proactive by continually fostering partnerships with the community that create a safe environment that is free of fear. It is our pledge that the Department will uphold the Public Trust by performing these duties with Compassion, Respect, Honor and Integrity.

COMMUNITY OVERVIEW (Continued)

census lists the population as 23,000 (2014 Est.). Sachse's land area is approximately 9.8 square miles.

Sachse offers a variety of activities and cultural opportunities both in and around the community. Sachse Fallfest, an annual event that draws over 10,000 people from surrounding areas, is an annual arts and crafts country fair and the City hosts an outstanding fireworks show on Independence Day. The Sachse Public Library contains over 20,000 volumes. Because of its close proximity, Sachse has ready access to all of the cultural amenities in the Dallas/Fort Worth Metroplex, including museums, professional and intercollegiate athletics, professional and local amateur theater, and historical attractions. The educational needs of the community are served by two award-winning public school systems, the Garland Independent School District and the Wylie Independent School District. Continuing education is served by a wide variety of universities and community colleges in both Dallas and Collin counties, several within a short commute.

Sachse's retail trade area (within a 12 minute drive) consists of 180,500 residents in 60,000 households, with an average household income of \$89,079. Assessed value of property within the city totals \$1.41 billion.

The Sachse Police Department (SPD) is comprised of 32 sworn officers and 15 non-sworn members, three animal control officers, and two part-time school crossing guards. SPD is not subject to the provisions of Local Government Code 143, "State Civil Service." The Department is housed on Sachse Road, adjacent to City Hall. The Public Safety facility which houses both Police and Fire was completed in 2010 and includes a new Communications Dispatch Center and an Emergency Operations Center. The public safety facility administrative offices are on the first floor.

The annual operating budget for FY 2014-2015 is \$3,800,000. The Department is organized into two Divisions: Operations Division (Patrol [includes two motorcycle Officers]; School Resource Officers; School Crossing Guards, and a Warrant Officer) and Support Services Division (Criminal Investigations, Communications, and Records). A Lieutenant commands each Division.

In addition to law enforcement and crime prevention activities, the Police Department is responsible for the Animal Control function for the City. The City operates an Animal Shelter and picks up stray and abandoned animals to insure community safety, animal welfare and hygiene.

SPD is committed to Community Oriented Policing and Problem Solving; aggressively seeking partnerships with neighborhoods, businesses, churches, civic organizations, and individuals to reduce crime and address traffic and quality of life issues. The Department is dedicated to the values statement of the City of Sachse staff: Safety Conscious, Integrity, Quality Customer Service, Dependability, Positive Attitude, Teamwork, Effective Communication, Innovation, and Efficiency.

The Department works closely with neighboring police agencies and with the Garland Independent School District, with three School Resource Officers stationed at the local GISD secondary campuses. To enhance connection with the community, SPD offers a Citizen Police Academy and Neighborhood Crime Watch. A variety of crime prevention and safety programs are offered for adults, youth and senior citizens.

CURRENT ISSUES AND CHALLENGES

The following are some of the issues and concerns the new Chief will address during the first twelve to twenty-four months on the job. It is not intended to be all-encompassing but rather to represent primary initial challenges and opportunities of the position.

Chief has done a very credible job of filling the role, the Police Department staff is aware he is not a candidate for the position. The new Chief will be required to demonstrate and provide a high standard of leadership and stability for the department.

- Leadership and Organizational Climate - The Department has been without an appointed Chief for almost four months since the retirement of the previous Chief. The Interim Police Chief, Todd Renshaw, a former Police Chief and Public Safety Director for the City of Frisco, has provided a wealth of leadership for the department. While the Interim Police
- Staffing and Employee Turnover - Like many smaller police departments, Sachse has high turnover as officers tend to move to federal agencies or larger police departments as they gain experience. Training and Development of newly recruited officers and entry level supervisors creates an ongoing challenge for the Chief and the command staff.

STRATEGIC OBJECTIVES AND GOALS

In September of 2014, the City Council began a process of establishing strategic objectives. The final Strategic Plan was adopted in January 2015 and includes 6 goals and 30 strategies covering every facet of the City to complement the City of Sachse's vision statement of: "Being a friendly, vibrant community offering a safe and enjoyable quality of life to all who call Sachse home". The goals and strategies impacting the Police Department are as follows:

Goal/Strategy:

- Invest in the city's existing and future infrastructure - evaluate the future needs of the animal shelter;
- Meet the public safety needs of a growing citizen, student and business population - advance E-Watch, Video Partnerships, and Lockbox programs to the benefit of the community; implement rapid communication system(s); maintain Texas Police Chiefs Association Best Practices Program; enhance and grow Sachse's National Night Out program;
- Facilitate greater interaction among residents in the community and within neighborhoods - enhance and grow Sachse's National Night Out program; and
- Retain a high-quality workforce.

CURRENT ISSUES AND CHALLENGES (Continued)

- Traffic and Traffic Control - Several road projects are currently underway: Ranch Road, Maxwell Creek and Sachse Road. The city has applied to the Federal Railroad Administration for approval of a Quiet Zone plan. Once approved, the City will begin constructing required improvements at the railroad crossings.
- Equipment and Technology - The Department's vehicles and equipment are current and functional although there are needs for standardization and fleet upgrades. Patrol vehicles have mobile computers and the City Council has been very supportive in budget allocations for basic police equipment and technology. The City is currently working toward an
- Equipment and Vehicle Replacement Policy initiative. In addition to fleet replacement, SPD is working on replacing and upgrading its radio equipment to the new federal standards. The public safety radio and dispatch system currently operates from of the City of Garland radio frequency and truck system.
- External Relationships - To meet crime, traffic, and homeland security-related challenges with limited resources, the Chief will need to continually strive to develop and maintain mutually beneficial partnerships with other local, county, state and federal law enforcement agencies.

MANAGEMENT STYLE/PERSONAL CHARACTERISTICS

The Police Chief is a member of the City's senior management team and a recognized community leader. The vacancy for the position was created by the retirement of the previous Chief, who served the City for seven years. The City recently hired a new City Manager who will be on the job on June 1. The new City Manager will direct and recommend the appointment of the next Chief of Police. The new Chief will take command of a police agency that is charged with providing services to a community with an increasing commercial and retail customer base, creating high customer service expectations. The development of an effective police management approach is needed to address potential increases in crime rates resulting from growth and the proximity to crime and narcotics-related issues associated with nearby major urban centers. The Chief must have a strong commitment to customer service, and dedication to policing that involves the community, with an understanding of the importance of crime management and perceptions of public safety.

The successful candidate should have broad experience in all areas of a municipal police department including patrol, criminal investigation and administration, with an established, successful record of effectively managing the activities and functions of a police department comparable or larger in size and complexity to the Sachse Police Department. Additional areas of characteristics, knowledge and experience include:

- A commitment to regular and clear lines of communication and interaction with departmental staff, other departments, the City Manager's Office, elected officials, and the public. The Chief should be comfortable and experienced in media relations and interactions with print and electronic media.
- Ability to define clear goals, vision and direction for departmental personnel and the ability to maintain distinct levels of accountability.
 - Demonstrated leadership of a department, or within a department, which has emphasized proactive and preventive activities, a customer service and community based philosophy, and stringent performance standards.
 - Experience with regional cooperation and developing/maintaining positive working relationships with other local, state, and federal law enforcement agencies.
 - Insight and experience in working within an increasingly diverse and growing community.



MANAGEMENT STYLE/PERSONAL CHARACTERISTICS (Continued)

- Passion and commitment to the development and enhancement of a community-oriented policing philosophy and with the development of effective relationships between the police department and neighborhood organizations, schools, and civic/business groups.
- A commitment to involving departmental personnel and community leaders in making Sachse a safe place.
- The ability to build consensus from differing points of view and arrive at effective decisions and a decisive leader who exercises sound judgment and is open to the ideas of others.
- A polished and comfortable communicator who can effectively convey his/her ideas orally, written, or in presentation environments.
- A proven record of absolute integrity, consistency and fairness in the application of policies and discipline and in the treatment of Department personnel and a person who sets high personal standards for him/herself and others in the Department.
- An effective delegator with the ability to assign responsibilities to subordinate personnel and hold them accountable for results.
- An innovative, proactive, flexible and creative person who is not afraid to consider new technology, equipment, training, and police practices.
- The ability to effectively communicate the Department's vision and goals to Departmental personnel and the community.
- The ability to say "no" when necessary without generating hostility or ill will.
- Committed to high levels of staff training and development, and capable of identifying external resources to supplement general fund support of training.
- While aware of politics, the Chief must scrupulously avoid personal involvement in political issues.
- An individual with a strong sense of self who demonstrates the highest levels of personal and professional ethics and behavior and leads by commitment, example and ethical standards, both on and off the job.

QUALIFICATIONS AND EXPERIENCE

Required education will include a Bachelor's degree from an accredited college or university with major coursework in police science, criminal justice, public administration, or a closely related field. Six years of experience in municipal law enforcement or equivalent is required, with a minimum of four years of experience in a command level position. Other requirements include possession of a valid Texas driver's license or the ability to obtain within 30 days and possession of, or ability to obtain, Peace Officer certification from the Texas Commission on Law Enforcement. Completion of related advanced training such as LEMIT, ILEA, FBI National Academy or similar advanced programs is preferred but not required. While the City of Sachse has established minimum qualifications and credentials as described, each candidate's background and employment history will be reviewed for an outstanding level of professional accomplishment, community interaction and ethical conduct.

COMPENSATION AND BENEFITS

The City of Sachse has established a very competitive salary range dependent upon the background and qualifications of the successful candidate. Sachse offers a competitive benefits package including participation in Texas Municipal Retirement System at the maximum contribution rate. The Chief will have use of an unmarked City vehicle. The City will negotiate relocation assistance with the successful candidate. Residence within the corporate limits of Sachse is preferred.

APPLICATION & SELECTION PROCESS

Qualified candidates please submit your resume online by visiting our website at waters-company.recruitmenthome.com. This position is open until filled; however, the first review of applications will take place on **June 19, 2015**. Following the first review date, applications will be screened against criteria provided in this brochure and the City Manager will consider offering interviews to selected candidates. Interviews in Sachse will be offered by the City to those candidates named as Finalists, with reference checks, background checks, and academic verifications conducted after receiving candidates' permission. For more information, please contact:

Chuck Rohre
(214) 466-2436 (direct)
(214) 608-7477 (mobile)
Email: crohre@waters-company.com

Under the provisions of Texas statutes, information from your resume may be subject to release to the public at any time during the process; however, Waters & Company Executive Recruitment will endeavor to maintain confidentiality as long as possible.

The City of Sachse is an Equal Opportunity Employer and values diversity at all levels of its workforce!



14285 Midway Road
Suite 340
Addison, TX 75001

Phone: 972.481.1950
Toll-free: 800.899.1669
Fax: 972.481.1951

Springsted Incorporated
380 Jackson Street
Suite 200
Saint Paul, MN 55101

Phone: 651.223.3000
Fax: 651.223.3002

waters-company.com

City of San Luis

**Executive Search Services -
Police Chief**

June 22, 2015





June 22, 2015

Mr. Omar Heredia
Human Resources, Training and Programs Coordinator
City of San Luis
P.O. Box 1170
San Luis, AZ 85349

Dear Mr. Heredia:

The mission of The Novak Consulting Group is to strengthen organizations, for those they serve and those who work in them. We are dedicated to providing management consulting services to local government and nonprofit organizations across the country. The firm was originally established as Public Management Partners in 2001, a firm specializing in local government consulting and executive search services in the Midwest. Since then, we have been providing our clients across the country with the very best thinking and execution in executive search and management consulting.

We are pleased to submit this proposal for executive recruitment services for Police Chief to the City of San Luis. Catherine Tuck Parrish, our Executive Search Practice Leader, will be the lead consultant for this recruitment. Our project team for the City comprises skilled professionals, seasoned in local government management with search experience across the country. Our team has had significant success working with similar organizations to identify and retain ideal candidates who meet each organization's unique set of needs and expectations. We are confident our approach will result in a successful leader for the organization.

Our firm has the necessary staff, expertise, resources, and abilities to conduct this recruitment and provide exceptional service to San Luis. We are a national, woman-owned firm, with employees who have served as leaders in some of the best local governments across the country. Our clients receive personal service from our consultants. Our mission is to strengthen communities, and we do this by helping them find the best leaders to help move their organizations forward.

Please contact me at (513) 309-0444 or jnovak@thenovakconsultinggroup.com should you have any questions.

Sincerely,

Julia D. Novak
President

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About The Novak Consulting Group

For nearly a decade, a highly respected management consulting firm named Public Management Partners helped a variety of organizations function more effectively. Through the years, the firm's founding partners built a sizeable client base of local governments and nonprofit organizations.

In 2009, Julia D. Novak acquired Public Management Partners and founded The Novak Consulting Group, staffed by consultants with decades of collective experience. With The Novak Consulting Group, Julia built on Public Management Partners' reputation for innovation and results, while expanding the company's services. Her company meets a wider range of needs, consulting with governments in the areas of executive search, financial planning, organizational assessments, strategic planning, executive coaching, and more.

- **Niche expertise.** Our expertise lies in strengthening two kinds of organizations: local governments and nonprofits. We're consulting specialists rather than generalists, focusing our strengths to do a highly effective job for a very specific group of clients.
- **Flexibility to serve you better.** We employ a small core staff of four senior-level consultants and draw from our pool of subject matter experts when their expertise can help us serve you better. The result? A highly nimble, more efficient approach to giving you the services you need, when you need them.
- **Decades of collective experience.** Our associates and subject matter experts have decades of experience in strengthening local municipalities and nonprofit organizations. They've served in a wide range of positions, from City Manager to Public Works Director to Director of Management Information Systems to Police Chief.
- **Personal service from senior-level consultants.** You appreciate it when deadlines are met, phone calls are returned, and your challenges are given in-depth, out-of-the-box thinking. While a large firm may assign your business to junior-level people, we're small enough to offer very personal service from senior-level consultants.

The Novak Consulting Group is staffed with local government professionals, including seven full-time associates and subject matter specialists. The firm is headquartered in Cincinnati, Ohio, with staff also in Washington, D.C., North Carolina, Missouri, New York, and Wisconsin. We are a woman-owned firm led by President Julia Novak.

Approach and Methodology

When organizations need to fill key positions, they turn to The Novak Consulting Group and benefit from this guiding principle: meaningful hiring involves finding the right employee and preparing them for ongoing success. The Novak Consulting Group's approach to our executive search services comprises three key phases.

1. Inquiring, Understanding, and Defining

Each of our clients has a unique culture and set of objectives. Because selecting the right individual is critical to success, we begin our relationship by conducting a needs assessment to identify the specific benchmarks the search must accomplish. We will identify qualifications and requirements, as well as map out the new hire's six- to twelve-month goals, so both our client and the employee remain on the same track for success. We will build an accurate position profile, thus ensuring we attract the right people for the position.

2. Candidate Search and Evaluation

To reach the right candidates, The Novak Consulting Group customizes each search process to fit the client's needs. Often, the professionals who best fit an open position are already employed and not searching for a traditional job posting. So, we leverage our extensive, diverse professional network to attract the best talent nationwide. We have been successful in identifying a candidate pool that is racially, ethnically, and gender diverse. We advertise in national publications that target minorities and women, including the National Forum of Black Public Administrators (NFBPA) and the International Hispanic Network (IHN). We also work to identify qualified veterans and qualified candidates with disabilities. Once the right candidates are found, we help manage the hiring process from interviews to background checks. Our in-depth service empowers clients to achieve their goals at every step.

3. Supporting Success

We support the top candidate's long-term success by creating a goals-driven work plan actionable from day one. Many firms focus solely on finding qualified applicants, leaving the client on their own once the position is filled. Our team, however, uses the objectives gathered during the inquiry stage to prepare new hires for their first year. We follow up to ensure continued progress, productivity, and satisfaction for the employee and our client.

We take a tailored, goals-based approach to each recruitment. By looking beyond the hiring process, our holistic view ensures that each candidate will fit the role, as well as the organization. In the end, we are not just looking for a successful professional; we are finding the right employee to be successful in their new position long after they are hired.

Our executive recruitment and management consulting experiences have afforded us the opportunity to work with public and nonprofit organizations across the country and provided us with a wide national network. Through our connections, we are able to identify a broad diversity of qualified candidates in terms of race and ethnicity, gender, jurisdiction size, complexity of organization, and region of the country.

Our detailed approach follows.

Task 1 – Develop Candidate Profile

The Novak Consulting Group will begin this engagement by developing a clear picture of the ideal candidate for the Police Chief. We will begin by speaking with the City Administrator, elected officials (if desired), department employees and other key staff. We will discuss not just the technical skills needed for the position, but what makes for the right organizational fit, in terms of traits and experiences.

Based on the information learned from our meetings, we will develop a recruitment plan that includes Arizona, the region and the nation. We will also prepare a position profile that is unique to San Luis. The profile will identify the organization's needs, the strategic challenges of the position, and the personal and professional characteristics of the ideal candidate. This document drives the recruitment. It focuses our efforts on the most capable candidates, and it helps us to persuade candidates to pursue the position.

We will also develop twelve-month organizational goals for the successful candidate. These goals will ensure that: the applicants know what will be expected of them should they be hired; the City has thought about what they want the person to accomplish in the first year; and the successful candidate can hit the ground running with a work plan as soon as he/she starts. Once drafted, we will review the recruitment plan, position profile, and twelve-month goals with the City Administrator. Modifications will be made as necessary before recruitment begins.

Task 2 - Conduct Aggressive Recruitment

As part of the recruitment plan, we will identify individuals and jurisdictions to target directly through phone and email contacts. We have found that a combination of email and phone contacts is an effective way to reach top applicants, especially those who are not currently in the job market but may be willing to consider a move to an excellent organization like the City of San Luis. The Novak Consulting Group will prepare and place advertisements. These will be placed in state and national publications and online sites to attract candidates from throughout the United States. While this will be a national search, we will target our efforts to those key areas identified in the recruitment plan.

As soon as the profile and advertisements have been completed, we will begin the process of actively and aggressively marketing the position and identifying qualified candidates for assessment. The process will identify networks and organizations, such as the International City/County Management Association, the International Association of Chiefs of Police, and the Arizona Association of Chiefs of Police. We will also target minority candidates through direct outreach and organizations. We will also ask the City for names of individuals who might make outstanding candidates for the position.

As applications are received, we will acknowledge each application and keep prospective applicants aware of the status of the process.

Task 3 – Support Police Chief Selection

The Novak Consulting Group will screen each applicant against the position profile and first-year goals. We will conduct in-person and/or phone conversations with those that most closely meet the profile to learn more about their interest, qualifications, and experience for this position. A written summary of these candidates will be prepared and shared with the City. We will then meet with the City to review the entire list as well as the top candidates that have the requisite skills and qualities needed for success in the position. Based on our conversation, we will finalize the list of candidates to invite for in-person interviews.

Each person you wish to interview will then be contacted again by The Novak Consulting Group. We will speak with candidates' references to confirm the strength of their credentials. Written exercises will be prepared by each candidate. We will also review published information found in search engines, online publications, and social media. Reference and background checks will be performed on top candidates including but not limited to education, criminal, financial, media, and civil litigation checks.

We will work with the City Administrator to develop an interview process that includes input from a variety of stakeholders, if desired, and also assessments appropriate for the Police Chief candidates. An interview book that contains information about each of the candidates invited to interview will be provided.

We will work with the City to arrange travel logistics for each candidate and plan the interview process. Expenses for the candidates will be borne by the City.

The selection of the top candidate for the Police Chief is for the City Administrator, and The Novak Consulting Group can help the City Administrator make a well-informed choice by framing what we have learned about the candidates in the context of the position and its requirements.

The Novak Consulting Group also can assist in negotiating the employment offer. We will provide information about best practices in compensation, and we will have obtained information on the candidate's salary history. At the close of the search, all applicants will be notified of the results. Those who helped you in the process will be thanked for their contribution to a successful effort.

Additionally, The Novak Consulting Group will contact the successful candidate at various intervals during his/her first year on the job to discuss their progress toward implementation of the goals that were established for this position at the beginning of the process.

Recruitment Timeline

A preliminary timeline is included as Attachment A. We anticipate reviewing this timeline with the City during the initial project meeting.

Proposed Personnel

Catherine Tuck Parrish, our Executive Search Practice Leader, will serve as project manager/lead consultant for this search. Catherine has more than 20 years of experience serving local governments, in direct service or as a consultant. Most recently, she oversaw all human resources functions in the City of Rockville, Maryland, and was involved in the recruitment and hiring of many of Rockville's 500+ employees. She is also familiar with large organizations, having worked in the County Executive's Office in Fairfax County, Virginia on a variety of projects, including county-wide human resources projects. She has conducted searches for city manager/administrator, police chief, public works, finance, human resources, and many other key positions in local governments across the country.

In addition, Associate Patty Gentrup will support the search. Patty served in Liberty, Missouri as city administrator and assistant city administrator. She has worked with elected officials in many jurisdictions as a consultant, including council and staff goal-setting, training, and numerous facilitations.

Complete resumes are included.

Catherine Tuck Parrish, Executive Search Practice Leader

Catherine has over 20 years of management experience working with local governments, nonprofit organizations, and associations. She currently leads The Novak Consulting Group's executive search practice.

Her work as a consultant includes executive recruitment, project management, and contributions to numerous projects, including process improvement studies, strategic planning, departmental assessments, development review, and policy development. She has conducted successful executive searches for the positions of Chief Executive, Assistant Manager, Department Director, and other key staff. She has analyzed Human Resources, Inspections, Planning and Development, Communications, Public Works, Recreation, and Park functions for multiple organizations. She has also facilitated numerous governing body workshops and strategic planning sessions.

Catherine's most recent local government experience was as Deputy City Manager in Rockville, Maryland, where she oversaw Parks and Recreation, Human Resources, Information Technology, Finance, Communications, Customer Service, and Intergovernmental Functions. She also served as Assistant City Manager and Acting City Manager of Rockville for 11 months. Prior to joining the City of Rockville, Catherine served as Assistant to the County Executive of Fairfax County, Virginia, working on change management issues including a new pay system, employee surveys and implementation plans, and internal communication improvements. Catherine also served as Ethics Advisor at the International City/County Management Association (ICMA), counseling elected officials and citizen groups regarding employment agreements, form of government issues, and recruitment. Additionally, she served in the City Manager's Offices in Denton and University Park, Texas. Her experiences in these cities included securing initial state and federal transit grants, initiating a citizen newsletter, and acting as City liaison with neighborhood, civic, and university groups.

She chaired the ICMA's Acting Manager Task Force, which produced a handbook for interim managers. She served as Secretary, Vice President, and President of the Metropolitan Association of Local Government Assistants (MALGA) in the Illinois, DC metro area. She also led the Maryland City/County Management Association (MCCMA) as Vice President and President. Catherine has spoken at national and state conferences and recently spoke at the National League of Cities' Leadership Training Institute on recruiting and evaluating the CEO and served on an executive recruitment panel at the ICMA Conference. She also spoke with the ICMA Task Force on Women in the Profession about recruitment.

She has a bachelor's degree in personnel administration and communication studies from the University of Kansas and a master's degree in public administration from the University of Kansas. She is an active member of ICMA and MCCMA, serving on state and national committees.

Education

Master of Public Administration, University of Kansas

Bachelor of Arts, University of Kansas

Industry Tenure

23 years

Consulting, 4 years

Local Government, 19 years

Patty Gentrup, Associate

Patty has 25 years of experience working for and advising local, regional, and state governments. Her work as a consultant includes extensive experience facilitating strategic planning workshops and processes for governing bodies, organizations, and communities.

Patty is an expert in community engagement. She knows how to involve stakeholders in assessing issues and developing solutions, using traditional as well as innovative tools and techniques and ensuring all voices are heard in community decision making. Patty also has conducted departmental analyses, process improvements, and performance measurement with a broad range of local governments.

Prior to consulting, Patty was City Administrator of Liberty, Missouri, a community of 30,000 in the Kansas City metropolitan area. With a staff of nearly 200 and a budget of more than \$50 million, Patty worked with the governing body to secure new revenue sources; implement an award winning comprehensive land use plan to foster new development and redevelop key areas of the community; guide capital improvements to support a growing community while reinvesting in aging infrastructure; and to create a high performing organization.

Patty just finished a term serving on the board of the Kansas University City Managers and Trainees (KUCIMAT) organization. She has previously served the KUCIMATs as their president and has been on the Missouri Association of City/County Managers' board.

Patty has a bachelor's degree in journalism and a master's degree in public administration, both from the University of Kansas.

Education

Master of Public Administration, University of Kansas

Bachelor of Art, University of Kansas

Industry Tenure

25 years

Consulting, 8 years

Local Government, 17 years

References

The Novak Consulting Group is currently conducting the following executive searches.

- Town of Windsor, Connecticut – Police Chief
- City of Oberlin, Ohio – Police Chief
- City of Oberlin, Ohio – Fire Chief
- Loudoun County, Virginia – Animal Services Director
- Peoria County, Illinois – Animal Protection Services Director

The table below lists references for some similar searches completed by The Novak Consulting Group under the direction of Catherine Tuck Parrish. We encourage the City to contact any of our past clients to learn about our commitment to timely and responsive service.

| Jurisdiction | Contact Information |
|--|---|
| Aberdeen, Maryland <ul style="list-style-type: none"> • Police Chief • Public Works Director | Doug Miller, City Manager (410) 297-4218 dmiller@aberdeen-md.org |
| La Plata, Maryland <ul style="list-style-type: none"> • Police Chief • Planning Director | Daniel Mears, Town Administrator 301) 934-8421 dmears@townofaplata.org |
| Gaithersburg, Maryland <ul style="list-style-type: none"> • Public Works Director • Finance Director | Tony Tomasello, City Manager (301) 258-6310 ttomasello@gaitthersburgmd.gov |
| Peoria, Arizona <ul style="list-style-type: none"> • Human Resources Director | Susan Thorpe, Assistant City Manager, City of Corpus Christi, TX (former Assistant City Manager, City of Peoria, AZ) (361)826-3898 sthorpe@cctexas.com |
| Loudoun County, Virginia <ul style="list-style-type: none"> • County Attorney • Director of Economic Development • Director of Parks, Recreation and Community Services | Scott K. York, Chairman At large (703) 777- 0204 Scott.York@loudoun.gov Julie Grandfield, Assistant County Administrator (703) 777-0502 julie.grandfield@loudoun.gov |
| Kent County, Delaware <ul style="list-style-type: none"> • Public Works Director | Michael Petit de Mange, County Administrator (302) 736-2279 michael.petitdemange@co.kent.de.us |
| Westerville, Ohio <ul style="list-style-type: none"> • Finance Director • Deputy Planning and Development Director | David Collinsworth, City Manager (614) 901-6400 David.collinsworth@westerville.org |

Fee

The total, not-to-exceed fee to complete the Police Chief recruitment is \$22,300. We estimate the following additional costs to the City, which would be direct billed at cost with no markup.

- Approximately \$1,000-\$1,500 for advertising
- Background checks for the top finalists estimated at \$175-\$250/finalist

Travel for finalists' interviews will also be borne by the City.

It is our practice to invoice clients monthly based on completion of tasks in the scope of work.

Attachment A – Preliminary Timeline

**City of San Luis
Police Chief Recruitment
Schedule**

| | start | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 | 14 | 15 | 16 |
|---|-------|------|------|------|-----|------|------|------|------|-----|------|------|------|------|-------|-------|
| | 7/6 | 7/13 | 7/20 | 7/27 | 8/3 | 8/10 | 8/17 | 8/24 | 8/31 | 9/7 | 9/14 | 9/21 | 9/28 | 10/5 | 10/12 | 10/19 |
| Activity 1 - Begin Engagement | | | | | | | | | | | | | | | | |
| 1.1 Meet with the City Administrator to identify skills and experiences for successful Police Chief | █ | | | | | | | | | | | | | | | |
| 1.2 Obtain input from City Council, police department staff, and community leaders about police chief | █ | █ | | | | | | | | | | | | | | |
| 1.3 Identify 12-month goals for Police Chief | █ | █ | █ | | | | | | | | | | | | | |
| 1.4 Develop position profile and targeted recruitment plan | | █ | █ | █ | | | | | | | | | | | | |
| 1.5 Finalize recruitment plan, position profile and first year goals | | | █ | █ | | | | | | | | | | | | |
| Activity 2 - Conduct Aggressive Recruitment | 7/6 | 7/13 | 7/20 | 7/27 | 8/3 | 8/10 | 8/17 | 8/24 | 8/31 | 9/7 | 9/14 | 9/21 | 9/28 | 10/5 | 10/12 | 10/19 |
| 2.1 Develop and place ads | | | | █ | | | | | | | | | | | | |
| 2.2 Develop and cultivate candidates | | | | | █ | █ | █ | █ | █ | █ | █ | █ | | | | |
| 2.3 Receive application materials | | | | | █ | █ | █ | █ | █ | █ | █ | █ | █ | █ | █ | █ |
| 2.4 Communicate with candidates | | | | | █ | █ | █ | █ | █ | █ | █ | █ | █ | █ | █ | █ |
| Activity 3 - Support Police Chief Selection | 7/6 | 7/13 | 7/20 | 7/27 | 8/3 | 8/10 | 8/17 | 8/24 | 8/31 | 9/7 | 9/14 | 9/21 | 9/28 | 10/5 | 10/12 | 10/19 |
| 3.1 Conduct pre-screening of candidates to develop report on recommended preliminary candidates | | | | | | | | | | | █ | █ | █ | | | |
| 3.2 Meet with City Administrator to review and select top candidates for interviews | | | | | | | | | | | | | █ | █ | | |
| 3.3 Conduct background and reference checks on top candidates | | | | | | | | | | | | | █ | █ | █ | |
| 3.4 Facilitate interviews with top candidates | | | | | | | | | | | | | | | █ | |
| 3.5 Assist City in offer and negotiation process with top candidate | | | | | | | | | | | | | | | | █ |
| 3.6 Inform all applicants of final outcome | | | | | | | | | | | | | | | | █ |



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Web > InterimPublicManagement.com
Offices > 16868 N Stoneridge Ct Fountain Hills, AZ 85268
> 1591 Scotts Lane Pinedale, AZ 85934



Although organizations often appoint an existing employee to fill an interim vacancy, this practice leaves the individual unable to be effective in either position. Instead, IPM provides a seasoned professional - allowing optimal organizational performance.



COMPANY

IPM was created to garner the years of experience accumulated by tenured city/county manager and department directors to harness that knowledge for the betterment of communities. Our list of tenured local government professionals is over one-hundred strong. Our associates have outstanding reputations and the maturity that is only obtained through experience. If you need an interim city/county manager or department director, we have who you need.

#1 in Service

A turnkey solution that has addressed over 100 interim management needs of local governments.



WHAT WE DO

- interim city/county managers
- interim department directors
- interim supervisors

Serving Communities Since 2010

Outside Experts with No Conflicts

Rapid Availability and Easy to Use

Keeps Operations Moving

Pre-screened Candidates Ensuring Confidence

Enables Timely Decisions

Ability to Ensure Interims Do Not Apply

Allows Time for Quality Search Process

Pre-Assembled Large Bench of Professionals

Highest Ethical Standards

Each IPM Associate agrees to a confidentiality agreement and accepts ICMA's code of ethics: * Focus on effective and democratic local government * Affirm the dignity and worth of services rendered * Be dedicated to the highest ideals of honor and integrity * To serve the best interest of all the people * Submit policy proposals to elected officials * Refrain from all political activities * Improve the Associate's professional ability * Keep the Community informed of local government affairs * Resist encroachment on professional responsibilities * Handle matters of personnel on merit * Seek no favor.

Certified Expert in their Field

Each IPM associate is a certified expert in his or her field, including City/County Managers, Executive Directors, Economic Development Directors, City/County Clerks, HR Administrators, Planners, Finance Directors, Parks and Recreation Directors, Community Development Directors and more. Let us help you through your transition period.

Meeting Your Needs

IPM service is superior because we provide both types of directors typically needed for each engagement. Organizations in transition often need either an experienced change-agent that won't stay on permanently or local governments want to try-on the individual before making them a permanent member of their management team.

Call Tim Pickering, CEO at

480.577.0949 or email

Tim@InterimPublicManagement.com

InterimPublicManagement.com

IPM: Taking the Uncertainty out of Transition

Omar Heredia

From: Teresa Webster <twebster@cpshr.us>
Sent: Thursday, June 18, 2015 6:59 AM
To: Omar Heredia
Subject: RE: Contact an HR Specialist

Follow Up Flag: Follow up
Flag Status: Completed

Hello Omar,

Thank you again for calling yesterday about this RFP. Our executive search team will need to pass on this opportunity. They will not be submitting a proposal. I'm sorry we couldn't help you with this recruitment. If you have any questions, please feel free to give me a call.

Take care,

CPS HR  CONSULTING

Teresa Webster

teresa@cpshr.us

o: (916) 471-3462

c: (541) 200-4232

f: (916) 561-7262

www.cpshr.us

From: Omar Heredia [<mailto:OHeredia@cityofsanluis.org>]
Sent: Thursday, June 04, 2015 4:46 PM
To: Teresa Webster
Subject: RE: Contact an HR Specialist

Hello,

To narrow down our request. Please know that we are looking to for assistance in circulating e-mails/letters to possible candidates nationwide. We are looking to broaden our options and hope to reach adept candidates. Please advise at your earliest convenience.

Thank you for your attention,

Omar Heredia, M.Ed.

Human Resources Training and Programs Coordinator

City of San Luis | P.O. Box 1170 | San Luis, AZ 85349

P: 928.341.2469 | F: 928.722.6773 | E: oheredia@cityofsanluis.org

Website: www.cityofsanluis.org



From: Omar Heredia
Sent: Monday, June 1, 2015 4:10 PM
To: 'thoward@cpshr.us'
Subject: Contact an HR Specialist

Greetings,

The City of San Luis recently opened a Chief of Police position and is looking to inquire about your executive recruitment services. Please contact me at your earliest convenience.

Thank you very much,

Omar Heredia, M.Ed.

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AGENDA ITEM REVIEW FORM

Regular City Council Meeting

6. 4.

Meeting Date: 07/08/2015

Department Head: John Starkey, Building Safety Director, Planning & Zoning/Building Safety

Submitted By: Jose A. Guzman, Assistant Planner, Planning & Zoning/Building Safety

Action Requested: Motion
Public Hearing

ITEM:

Public Hearing followed by discussion on any and all matters regarding Conditional Use Permit Case No. 2015-0153 a request by A and F Home Builders LLC, owner, for a Conditional Use Permit to allow a medical marijuana dispensary at 708 N. Archibald Street, San Luis, AZ. **(John Starkey)**

- A. Open public hearing
- B. Close public hearing
- C. Action on Conditional Use Permit Case No. 2015-0153

SUMMARY:

The applicant is requesting a Conditional Use Permit to allow a medical marijuana dispensary at 708 N. Archibald Street. The property is zoned as Community Commercial (C-2); it was originally a house and now is being used as commercial offices. The legal name of the proposed medical marijuana dispensary will be Choice San Luis Inc. The company that will be managing this dispensary is Choice Cannabis LLC, a nonprofit business. Choice Cannabis currently operates 2 medical marijuana dispensaries, 1 cultivation site, 1 infusion kitchen, and 1 extraction lab, all licensed by the State of Arizona. The proposed location was originally a house and now is being used as offices.

The conditional use permit is required by the City of San Luis Zoning Ordinance and is needed prior to applying for a dispensary registration certificate with the State. After receiving the dispensary registration certificate from the state, the application will go thru the building permit and business license process. During the process the applicant must comply with all current regulations the City of San Luis.

The City may receive several applications for dispensaries but the Arizona Department of Health Services (ADHS) only issues one dispensary registration certificate per Community Health Analysis Area (CHAA).

A CHAA zone is a type of geographic unit sectioned out by the Arizona Department of Health Services. There are a total of 126 CHAA zones in the state, and candidates can apply to open a dispensary in any one of them if they stand up to all the necessary criteria.

The dispensary registration certificate application process is divided appropriately. If there are several applications for CHAA that are complete and in compliance, the ADHS issues one certificate using a random selection process, and in case there is only one qualifying application for a given CHAA zone it will be automatically approved.

The City of San Luis is one CHAA zone therefore the state grants only one dispensary registration certificate limiting the dispensaries in the City to only one.

A qualifying patient may grow their own marijuana, up to 12 plants, in an enclosed, locked facility if they live more than 25 miles from a licensed dispensary. By allowing a medical marijuana dispensary in the City, no one will be able to grow at home within the city limits of San Luis.

The City Code dictates that medical marijuana cultivation and dispensary facilities can't go within certain distances of schools, day care centers, churches, etc. Because of the prevalence of those facilities in San Luis, particularly toward the center of the city, the locations where medical marijuana facilities would be allowed are rather limited.

CITIZEN REVIEW MEETING:

The Citizen Review Meeting was held on June 2, 2015 at City Hall Council Chambers at 6:00 P.M. The intent of this meeting was to allow the public to learn about the project, ask questions, and express comments. There were three people from the public present. The main concern was the location of the dispensary being too close to the port of entry.

PLANNING AND ZONING COMMISSION MEETING:

The Planning and Zoning Commission held a public hearing on June 9, 2015. The main concerns were traffic and available parking. The representative of Choice Cannabis explained that they usually don't get more than 10 patients per day and typically no more than 2 at a time.

Five members of the Commissioners were present and one declared a conflict of interest and abstained to vote. After discussion, a motion was made to approve the application with a vote of 2 to 2, a motion was then made to deny the application with three votes in favor and one against. The motion is not valid according to the Zoning Ordinance Section 2.1-G.3 that states "... The affirmative vote of four members shall be required to pass a motion..." The City Council does not have jurisdiction on the Conditional use until the Planning and Zoning Commission makes a motion with the required four votes to recommend either approval or denial of this application. Because the motion made was not valid, the item was returned to the Commission for action.

A Special Meeting of the Planning and Zoning Commission was held on June 30, 2015. As required, it was advertised as a Public Hearing in the local paper. The main concern was the traffic and the parking for that location. A representative of San Luis Choice was present and explained that at their Mohave facility they are not experiencing more than 2 or 3 people parked at any one time. That the clients come into the store area one at a time. They are willing to go to an appointment system if it becomes a problem, but they would like to find out first whether it becomes an issue. There was a motion to approve the conditional use which failed for lack of a second. There was a motion to deny the conditional use which passed 5 to 1 with one member withdrawing due to conflict of interest.

AGENCY REVIEW:

As part of the review process, all land use cases are reviewed by various City and outside agencies. As required by State Statute, staff sent notification letters to property owners within 300 feet of the proposed project (23 letters). The City has not received any significant concerns or objections from the various review agencies or adjacent property owners.

The applicant has provided the information and materials necessary for review of the request for a Conditional Use Permit.

The recommendation of the Planning and Zoning Commission was to deny the application. The main concern in discussion was the traffic and parking in that area.

City staff recommends that the City Council APPROVE the Conditional Use Permit to allow a medical

marijuana dispensary at 1063 E. Main Street in San Luis, AZ. Approval subject to the "Conditions of Approval" attached.

RECOMMENDATION / SUGGESTED MOTION:

- 1. I MOVE TO OPEN PUBLIC HEARING.**
- 2. I MOVE TO CLOSE PUBLIC HEARING.**
- 3. I MOVE TO APPROVE CONDITIONAL USE CASE 2015-0153 WITH THE CONDITIONS RECOMMENDED BY STAFF.**

Supporting information not attached to the Agenda Item Review Form:

N/A

Is document to be sent to the Recorder's Office?: No

N/A

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM: N/A
CITY/STATE/FEDERAL FUNDS: N/A
TOTAL: N/A
BUDGETED: N/A
AVAILABLE TO TRANSFER: N/A
ACCOUNT #/REMAINING BALANCE: N/A
FISCAL IMPACT STATEMENT:
N/A

Attachments

[Conditions of Approval](#)

[Location Map](#)

[Pictures of Location](#)

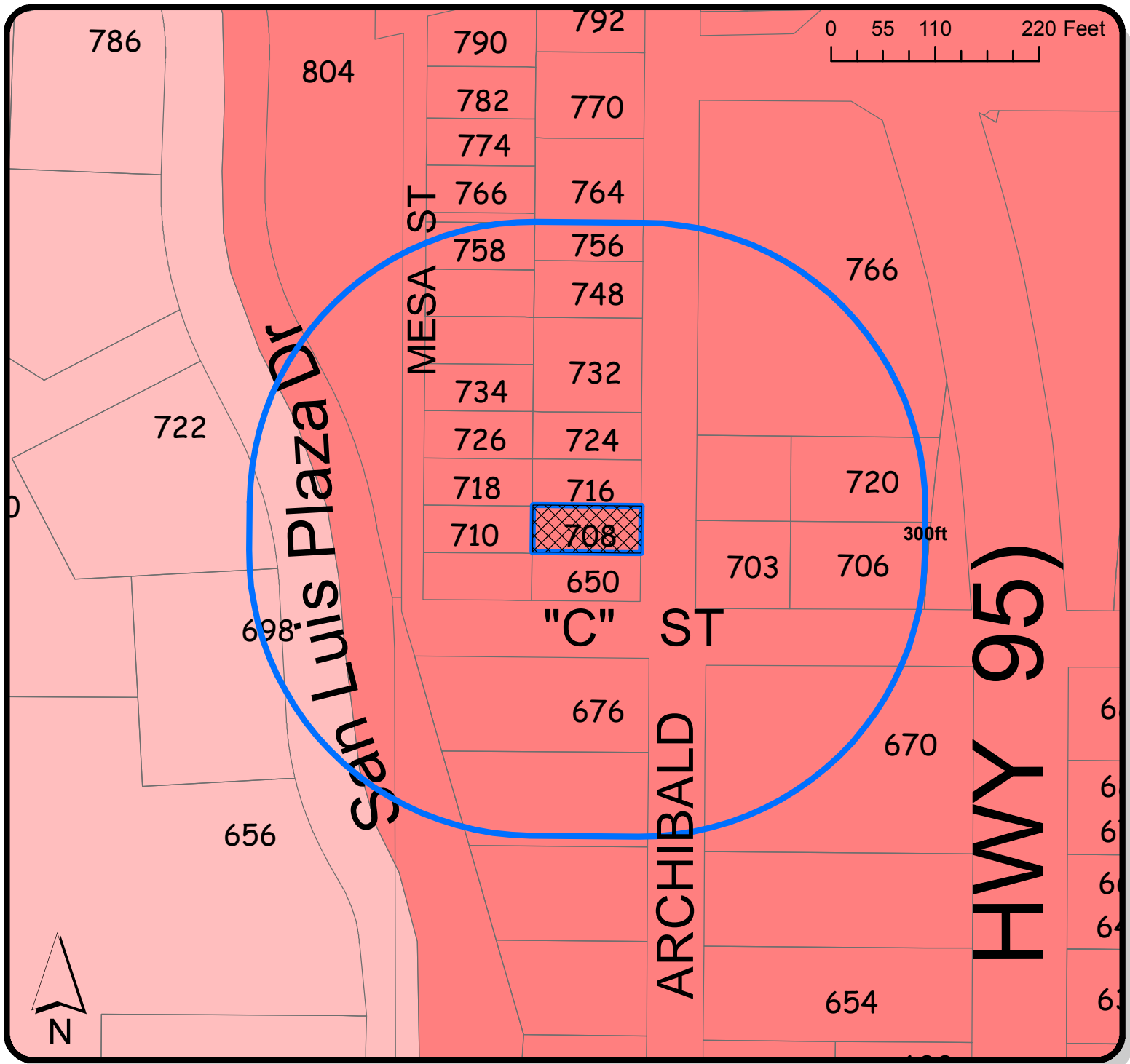
[Site Plan](#)

[Medical Marijuana Buffer Map](#)

[Zoning Ordinance Section 14.15 Medical Marijuana Uses](#)

CONDITIONS OF APPROVAL

1. This Conditional Use Permit shall only become effective upon the applicant providing proof that the Dispensary is State-approved, certified and registered with the Arizona Department of Health Services pursuant to Arizona Revised Statutes, Title 36, Chapter 28.1.
2. The Medical Marijuana Dispensary Use and the subject site shall comply with all City of San Luis regulations as well as all requirements identified under Section 14.15 of the Zoning Ordinance.
3. Restriction on signage to allow only a green cross making the dispensary less conspicuous in the area.





LOCATION OF PROPERTY

Location Map

CONDITIONAL USE PERMIT
MEDICAL MARIJUANA

-  708 N ARCHIBALD ST
-  300ft Buffer

ZONING

-  C-1
-  C-2

Date:
5/7/2015



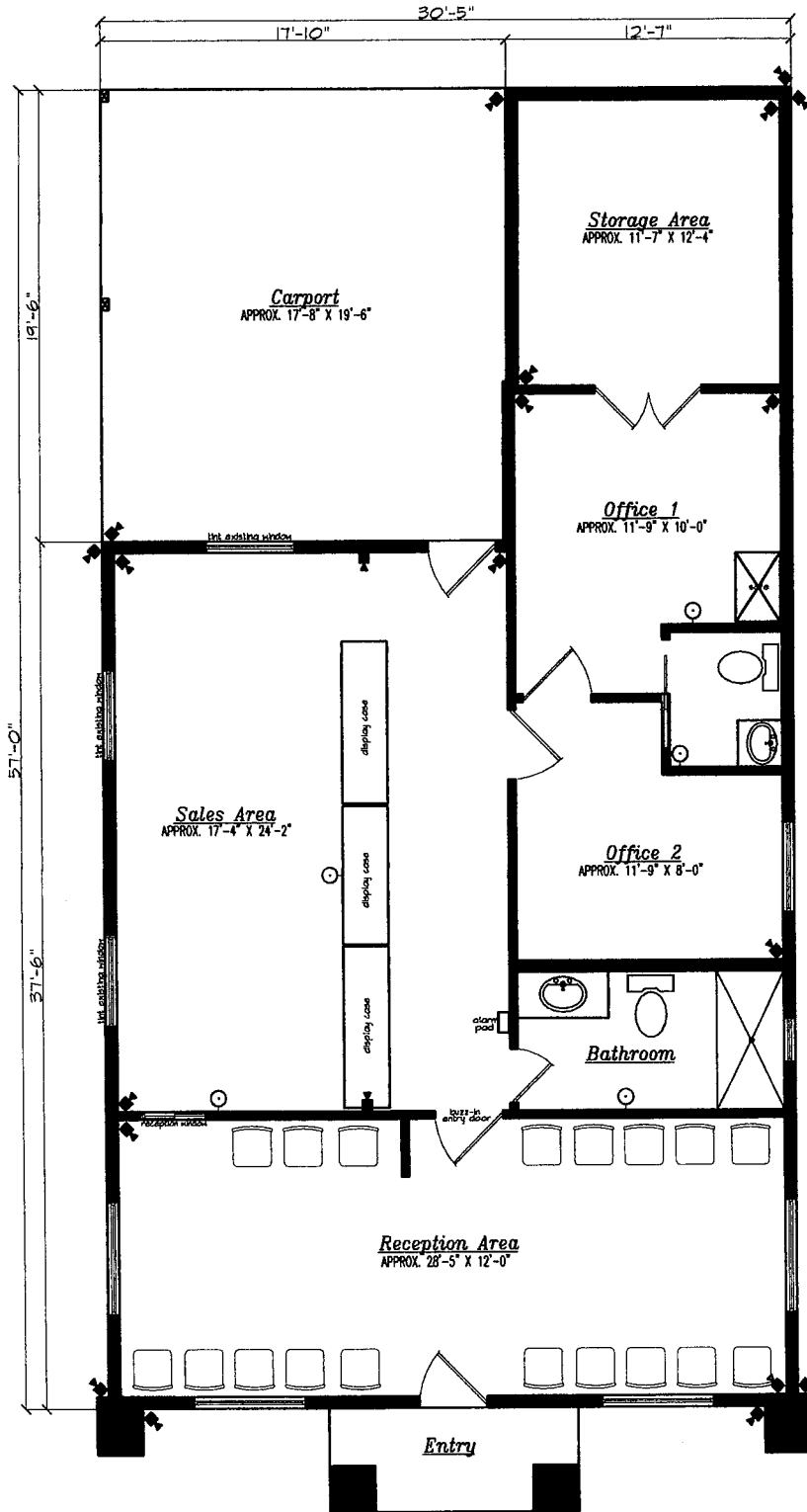
Prepared By:
IG

Case No.:
2015-0153

Approved By:
JS

Revised :
JAG

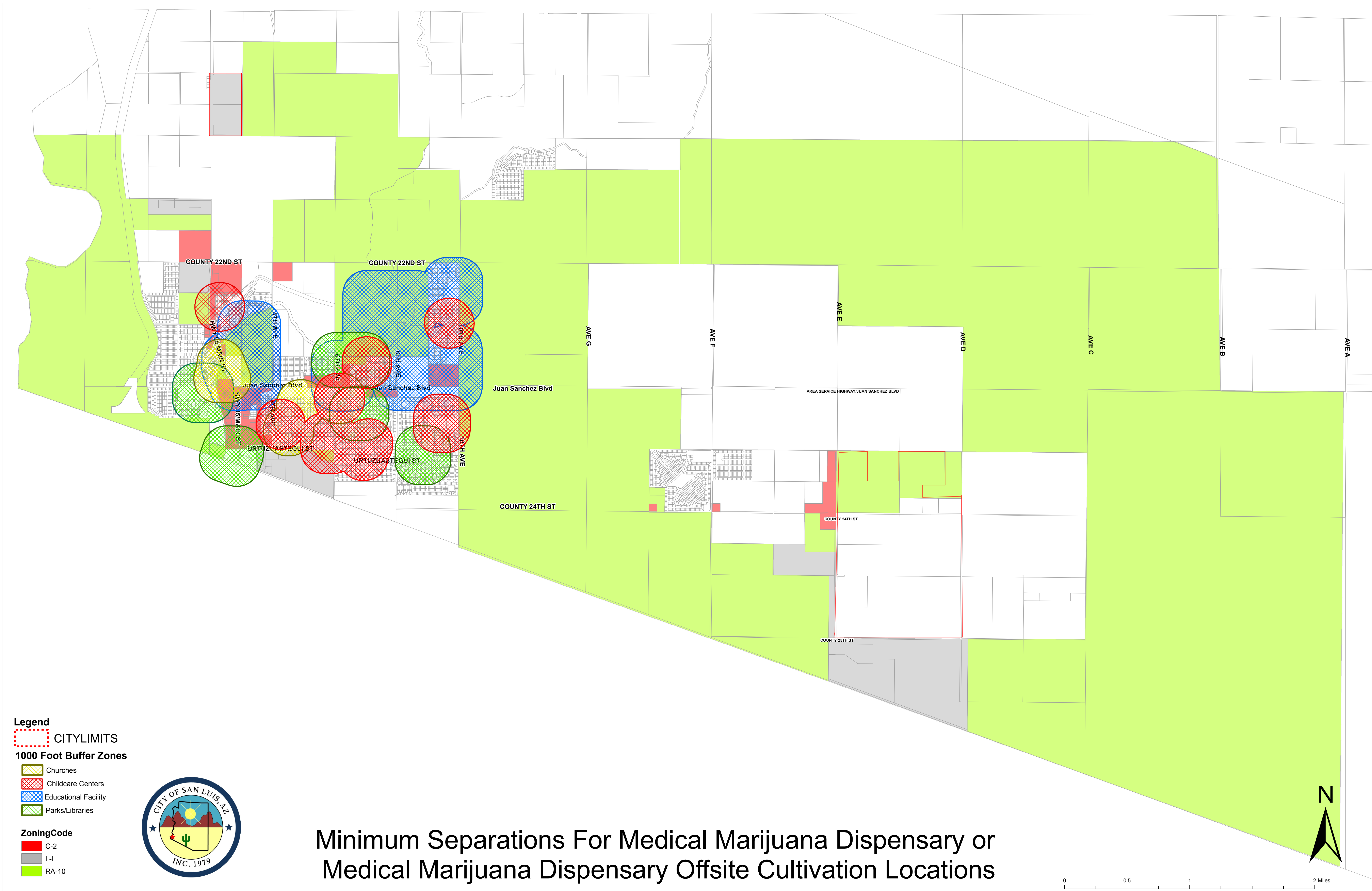




| BUILDING DATA: | |
|--|------------|
| ADDRESS: 108 N. ARCHIBALD ST. SAN LUIS, AZ. 85344 | |
| SQUARE FOOTAGE DATA: | |
| Carport: | 346.0 sf |
| Sales Area: | 422.0 sf |
| Office Area: | 244.0 sf |
| Bathroom Area: | 112.0 sf |
| Storage Area: | 160.0 sf |
| Reception Area: | 380.0 sf |
| Total: | 1,734.0 sf |

| LEGEND OF SYMBOLS | |
|-------------------|---------------------------------|
| | WALL MOUNTED SECURITY CAMERA |
| | CEILING MOUNTED SECURITY CAMERA |
| | PANIC BUTTON |
| | WALL LIGHT |
| | ALARM PAD |
| | 36" FLOOR LIGHT |
| | CEILING FAN |

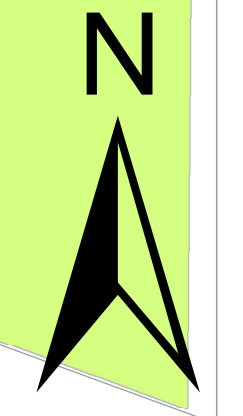
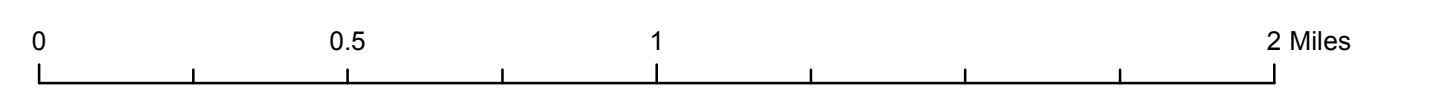
FLOOR PLAN
SCALE: 1/8" = 1'-0"



- Legend**
- CITYLIMITS
 - 1000 Foot Buffer Zones**
 - Churches
 - Childcare Centers
 - Educational Facility
 - Parks/Libraries
 - ZoningCode**
 - C-2
 - L-1
 - RA-10



Minimum Separations For Medical Marijuana Dispensary or Medical Marijuana Dispensary Offsite Cultivation Locations



- D. The parking or storage of any commercial vehicle having a gross vehicle weight rating (GVWR) exceeding one and one-half (1½) tons, or a tractor, semi-trailer, or bus is prohibited in any residential zoning districts except in the “RA-10” Zoning District when in association with a farming activity.
- E. Parking and storage of commercial vehicles may be permitted within the screened storage area of an approved commercial or industrial use or where otherwise permitted and then under the specific conditions outlined within this Ordinance.

Section 14.13 Dumping and Disposal.

- A. No person shall obstruct or reduce the capacity of any natural or man-made water way within the City by filling or dumping any earth, stone or other materials therein.
- B. The use of land for the storing, dumping, or disposals of scrap iron, junk garbage, rubbish or other refuse, ashes, landscape wastes, or industrial wastes or by-products shall be prohibited in every zoning district except as specifically otherwise provided in this Ordinance.

Section 14.14 Mobile Vendors

- A. Mobile Food Vendors shall obtain a County Health Certificate prior to applying for a city business license.
- B. Mobile Vendors shall not occupy any portion of the public right-of-way including the sidewalk.
- C. The business license application shall include:
 - 1. The notarized written permission of the property owner;
 - 2. A site plan on 8-1/2 x 11 paper showing the seating area (maximum 400 sq.ft.), location of the unit, hours of operation and access. Additional information may be required by the Building Safety Division or the Fire Department.

Section 14.15 Medical Marijuana Uses.

- A. The minimum requirements of this section shall apply to all “medical marijuana dispensary” and “medical marijuana dispensary offsite cultivation location” uses located in any zoning district.
- B. In addition to any other application requirements, an applicant for any “medical marijuana dispensary” or “medical marijuana dispensary offsite cultivation location” conditional use permit shall provide the following:
 - 1. A notarized authorization executed by the property owner, acknowledging and consenting to the proposed use of the property as a medical marijuana dispensary or a medical marijuana dispensary offsite cultivation location, as applicable.

2. The legal name of the medical marijuana dispensary or medical marijuana dispensary offsite cultivation location.
3. If the application is for a medical marijuana dispensary offsite cultivation location, the name and location of the medical marijuana dispensary with which it is associated.
4. The name, address, and birth date of each officer and board member of the nonprofit medical marijuana dispensary.
5. The name, address, birth date, and valid registry identification card number of each nonprofit medical marijuana dispensary agent.
6. A copy of the operating procedures adopted in compliance with A.R.S. §36-2804(B)(1)(c).
7. A notarized certification that none of the nonprofit medical marijuana dispensary officers or board members has been convicted of any of the following offenses:
 - a. A violent crime as defined in A.R.S. §13-901.03(B) that was classified as a felony in the jurisdiction where the person was convicted.
 - b. A violation of state or federal controlled substance law that was classified as a felony in the jurisdiction where the person was convicted except an offense for which the sentence, including any term of probation, incarceration or supervised release, was completed ten or more years earlier or an offense involving conduct that would be immune from arrest, prosecution or penalty under A.R.S. §36-2811 except that the conduct occurred before the effective date of that statute or was prosecuted by an authority other than the state of Arizona.
8. A notarized certification that none of the nonprofit medical marijuana dispensary officers or board members has served as an officer or board member for a medical marijuana dispensary that has had its registration certificate revoked.
9. A floor plan showing the location, dimensions and type of security measures demonstrating that the medical marijuana dispensary or medical marijuana dispensary offsite cultivation location will be secured, enclosed, and locked as required by law.
10. A scale drawing depicting the property lines and the separations from the nearest property boundary of the parcel containing the medical marijuana dispensary or medical marijuana dispensary offsite cultivation location to the property boundary of the parcel containing any existing uses listed in paragraph E below. If any of the uses are located within 50 feet of the minimum separation, the drawing, showing actual surveyed separations, shall be prepared by a registered land surveyor.



AGENDA ITEM REVIEW FORM

Regular City Council Meeting

6. 5.

Meeting Date: 07/08/2015

Department Head: John Starkey, Building Safety Director, Planning & Zoning/Building Safety

Submitted By: Jose A. Guzman, Assistant Planner, Planning & Zoning/Building Safety

Action Requested: Motion
Public Hearing

ITEM:

Public Hearing followed by discussion and possible action on any and all matters regarding Conditional Use Permit Case No. 2015-0156, a request by Mark Maydahl, Ozvest, Inc., owner, for a Conditional Use Permit to allow a medical marijuana dispensary offsite cultivation location on a General Industrial (H-1) zoned property located at 2801 N. Main Street, San Luis, AZ. **(John Starkey)**

- A. Open public hearing
- B. Close public hearing
- C. Action on Conditional Use Permit Case No. 2015-0156

SUMMARY:

The applicant is requesting a Conditional Use Permit to allow a medical marijuana dispensary offsite cultivation location at 2801 N. Main Street. The property zoned as H-1 and is located north of the City of San Luis along Highway 95. The existing metal building was developed as a manufacturing warehouse but it has been unused for a few years now.

The legal name of the proposed medical marijuana dispensary will be Choice San Luis Inc. The company that will be managing this dispensary is Choice Cannabis LLC, a nonprofit business. Choice Cannabis currently operates 2 medical marijuana dispensaries, 1 cultivation site, 1 infusion kitchen, and 1 extraction lab, all licensed by the State of Arizona.

The conditional use permit is required by the City of San Luis Zoning Ordinance and it is needed prior to applying for a dispensary registration certificate. After receiving the dispensary registration certificate from the state, the application will go thru the building permit and business license process. During the process the applicant must comply with all current regulations of the City of San Luis.

The City may receive several applications for dispensaries but the Arizona Department of Health Services (ADHS) only issues one dispensary registration certificate per Community Health Analysis Area (CHAA).

A CHAA zone is a type of geographic unit sectioned out by the Arizona Department of Health Services. There are a total of 126 CHAA zones in the state, and candidates can apply to open a dispensary in either one of them if they stand up to all the necessary criteria.

The dispensary registration certificate application process is divided appropriately. If there are several applications for CHAA that are complete and in compliance, the ADHS issues one certificate using a random selection process, and in case there is only one qualifying application for a given CHAA zone it will be automatically approved.

The state grants only one dispensary registration certificate per CHAA zone. The City of San Luis is one CHAA zone therefore the number of dispensaries in the City is limited to only one. However, this proposed location is located within Somerton CHAA so it will be applying for the dispensary registration certificate of that CHAA. Even though it is in the Somerton CHAA the property is within San Luis city limits and is required a conditional use permit.

A qualifying patient may grow their own marijuana, up to 12 plants, in an enclosed, locked facility if they live more than 25 miles from a licensed dispensary. By allowing a medical marijuana dispensary in the City, no one will be able to grow at home within the city limits of San Luis.

The state law dictates that medical marijuana cultivation and dispensary facilities can't go within certain distances of schools, day care centers, churches, etc. Because of the prevalence of those facilities in San Luis, particularly toward the center of the city, the locations where medical marijuana facilities would be allowed are rather limited.

CITIZEN REVIEW MEETING:

The Citizen Review Meeting was held on June 2, 2015 at City Hall Council Chambers at 7:00 P.M. The intent of this meeting was to allow the public to learn about the project, ask questions, and express comments. There were three people from the public present and no questions regarding this location were asked.

PLANNING AND ZONING COMMISSION MEETING:

The Planning and Zoning Commission held a public hearing on June 9, 2015. Five members of the commission were present. A commission member asked whether or not any hazardous material was involved in the proposed cultivation location. The representative of Choice Cannabis explained that, because marijuana is a plant, it is just as any agricultural cultivation facility and it will not generate any hazardous material. After discussion, the Commission made a motion to recommend approval with conditions of the request, to the City Council, with four votes in favor and one against.

AGENCY REVIEW:

As part of the review process, all land use cases are reviewed by various City and outside agencies. We have received comments from the following agencies:

1. City of San Luis Fire Department (05-07-15)
2. Yuma County Water Users' Association (05-14-15)
3. U.S.. Bureau of Reclamation (05-18-15)

As required by State Statute, staff sent notification letters to property owners within 300 feet of the proposed project (14 letters). The City has not received any other significant concerns or objections from the various review agencies or adjacent property owners.

The applicant has provided the information and materials necessary for review of the request for a Conditional Use Permit.

The Planning and Zoning Commission and City staff recommends that the City Council APPROVE the Conditional Use Permit to allow a medical marijuana dispensary offsite cultivation location at 2081 E. Main Street in San Luis, AZ. Approval subject to the "Conditions of Approval" attached.

RECOMMENDATION / SUGGESTED MOTION:

- 1. I MOVE TO OPEN PUBLIC HEARING.
- 2. I MOVE TO CLOSE PUBLIC HEARING.
- 3. I MOVE TO APPROVE CONDITIONAL USE CASE 2015-0156 WITH THE CONDITIONS RECOMMENDED BY STAFF.

Supporting information not attached to the Agenda Item Review Form:

N/A

Is document to be sent to the Recorder's Office?: No

N/A

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM: N/A
CITY/STATE/FEDERAL FUNDS: N/A
TOTAL: N/A
BUDGETED: N/A
AVAILABLE TO TRANSFER: N/A
ACCOUNT #/REMAINING BALANCE: N/A
FISCAL IMPACT STATEMENT:
N/A

Attachments

- [Conditions of Approval](#)
 - [Location Map](#)
 - [Pictures of Location](#)
 - [Site Plan](#)
 - [City of San Luis Fire Department Comments](#)
 - [Yuma County Water User's Association coments](#)
 - [U.S. Bureau of Reclamation comments](#)
 - [Dispensary Cultivation Mohave Valley, AZ](#)
 - [Zoning Ordinance Section 14.15 Medical Marijuana Uses](#)
 - [San Luis and Somerton CHAA map](#)
-
-



CONDITIONS OF APPROVAL

1. This Conditional Use Permit shall only become effective upon the applicant providing proof that the Dispensary is State-approved, certified and registered with the Arizona Department of Health Services pursuant to Arizona Revised Statutes, Title 36, Chapter 28.1.
2. The Medical Marijuana Dispensary Use and the subject site shall comply with all City of San Luis regulations as well as all requirements identified under Section 14.15 of the Zoning Ordinance.
3. Restriction on signage to allow only a green cross making the dispensary less conspicuous in the area.



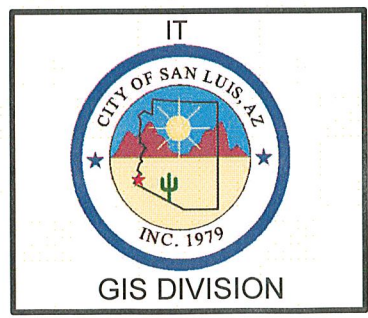
LOCATION OF PROPERTY **Location Map** CONDITIONAL USE PERMIT
MEDICAL MARIJUANA

 2801 N MAIN ST
 300ft Buffer


ZONING
INDUSTRIAL ZONING DISTRICTS
 HI
SINGLE RESIDENCE ZONING DISTRICTS
 RA-10

Date:
5/7/2015

Approved By:

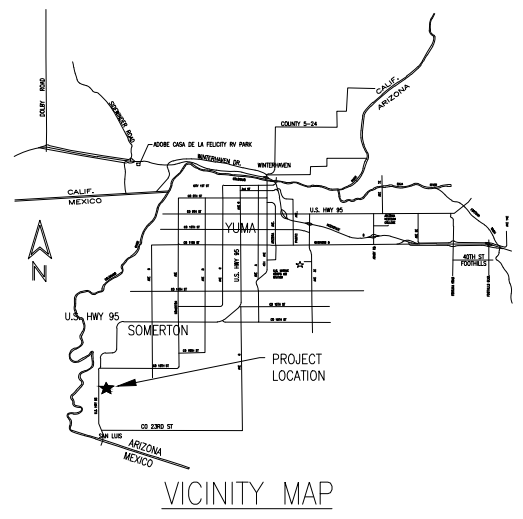
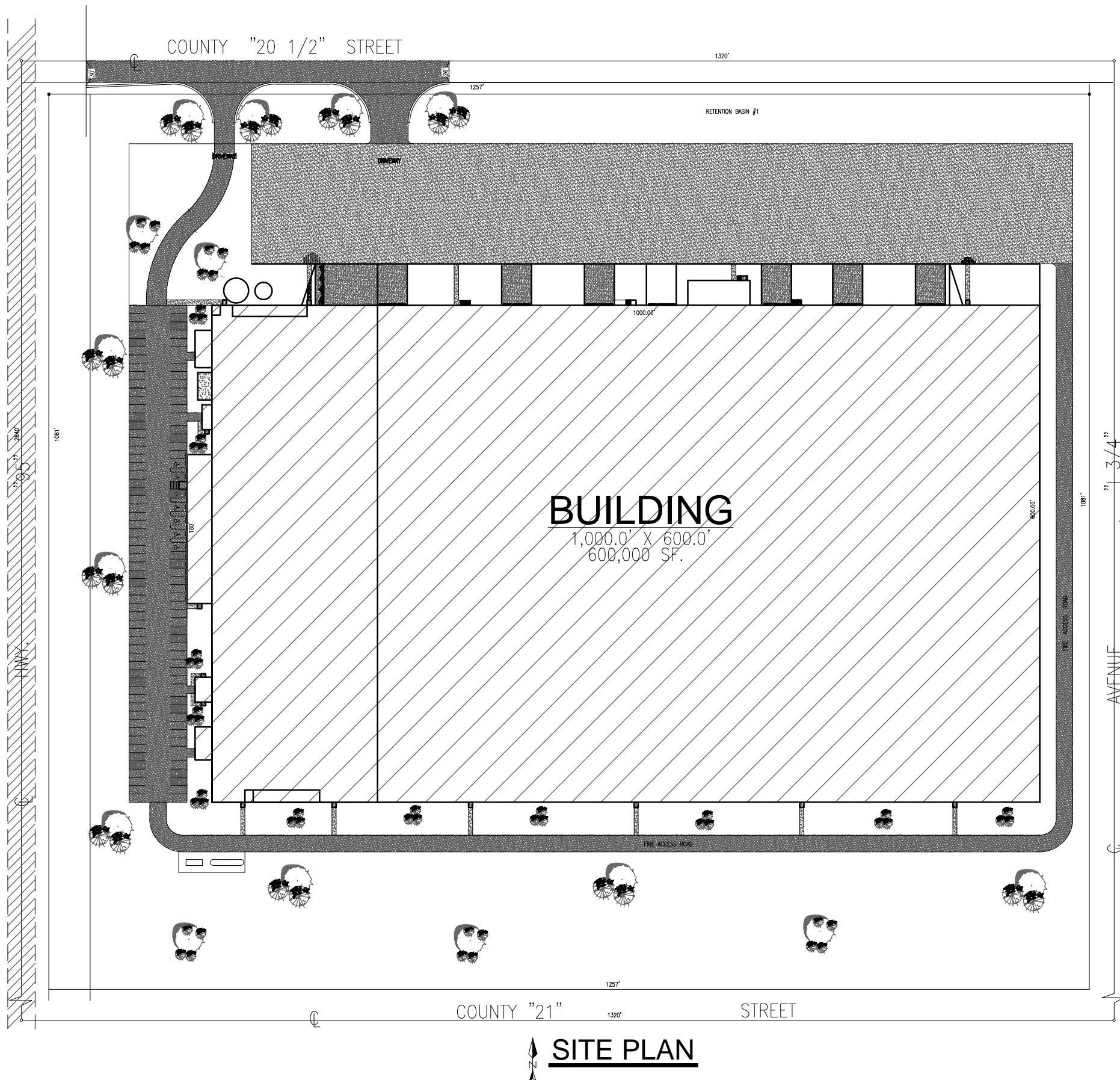


Prepared By:
IG

Revised : 

Case No.
2015-0156





ZONING:

ZONING CLASSIFICATION: I-1 (LIGHT INDUSTRIAL)
 PERMITTED USE: YES
 MINIMUM BUILDING SETBACKS:
 FRONT: 15 FEET
 SIDE STREET: 10 FEET
 SIDE: 5 FEET, 20 FEET ABUTTING RESIDENTIAL
 REAR: 10 FEET, 25 FEET ABUTTING RESIDENTIAL
 PARKING / OTHER SETBACKS: NONE
 MAXIMUM BUILDING HEIGHT: 60 FT
 PARKING RATIO: 1 SPACE PER 600 SQ. FT. GFA

SOURCE:
 CITY OF SAN LUIS
 PLANNING AND ZONING
 (928) 341-8565

NOTE: THE CITY DOES NOT PRESENTLY HAVE A ZONING CLASSIFICATION ALLOWING HEAVY INDUSTRIAL USE, BUT IS IN THE PROCESS OF RE-WRITING ITS ZONING CODE TO ALLOW FOR SUCH USES AND WOULD SUPPORT THAT USE IF THE OWNER SO DESIRES PER:
 SHARON E. WILLIAMS
 PLANNING DIRECTOR
 (928) 341-8565

FLOOD ZONE:

BY SCALED MAP LOCATION AND GRAPHIC PLOTTING ONLY, THE SUBJECT PROPERTY APPEARS TO LIE ENTIRELY IN ZONE (X UNSHADED) AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN ACCORDING TO THE FLOOD INSURANCE RATE MAP FOR THE COUNTY OF YUMA, COMMUNITY PANEL NO. 04027C1820E, EFFECTIVE DATE 08/28/08.

PARKING:

135 PARKING SPACES
 7 HANDICAPPED SPACES
 142 TOTAL PARKING SPACES

METES AND BOUNDS DESCRIPTION:

SITUATED IN THE CITY OF SAN LUIS, THE COUNTY OF YUMA AND THE STATE OF ARIZONA.

KNOWN AS BEING PART OF THE SOUTH HALF OF THE WEST HALF OF THE SOUTHWEST QUARTER AND PART OF THE NORTH HALF OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 25, TOWNSHIP 10 SOUTH, RANGE 25 WEST, OF THE GILA AND SALT RIVER BASIN AND MERIDIAN, YUMA COUNTY, ARIZONA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND 4" BRASS DISK "LS 22767" MARKING THE WEST QUARTER CORNER OF SECTION 25, TOWNSHIP 10 SOUTH, RANGE 25 WEST; THENCE S.89°36'18"E., A DISTANCE OF 128.70 FEET TO A SET 5/8" REBAR W/CAP STAMPED "MILLMAN 330-342-0723" AND THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED;

THENCE CONTINUE S.89°36'18"E., ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 25, A DISTANCE OF 1,198.00 FEET TO A SET 5/8" REBAR W/CAP STAMPED "MILLMAN 330-342-0723";

THENCE S.07°29'15"W., A DISTANCE OF 2,866.84 FEET TO A SET 5/8" REBAR W/CAP STAMPED "MILLMAN 330-342-0723" IN THE SOUTH LINE OF SECTION 25;

THENCE N.89°19'32"W., A DISTANCE OF 856.69 FEET ALONG THE AFOREMENTIONED SECTION LINE TO A SET 5/8" REBAR W/CAP STAMPED "MILLMAN 330-342-0723";

THENCE N.00°24'04"E., A DISTANCE OF 466.01 FEET TO A POINT BEING 83.00' EAST OF THE WEST LINE OF SECTION 25 TO A FOUND IRON ROD W/CAP "LS 16528";

THENCE N.89°19'32"W., ALONG A LINE PARALLEL TO AND 83.00 FEET EAST OF THE WEST LINE OF SECTION 25 A DISTANCE OF 383.00 FEET TO A SET 5/8" REBAR W/CAP STAMPED "MILLMAN 330-342-0723";

THENCE N.00°24'04"E., A DISTANCE OF 2,109.28 FEET TO A FOUND 4" DISK "LS 22767";

THENCE N.45°31'37"E., A DISTANCE OF 64.69 FEET TO A FOUND 4" DISK "LS 22767";

THENCE N.00°23'42"E., A DISTANCE OF 40.00 FEET TO A SET 5/8" REBAR W/CAP STAMPED "MILLMAN 330-342-0723" TO THE POINT OF BEGINNING.

CONTAINING 3,126,279.37 SQUARE FEET OR 71.7695 ACRES, MORE OR LESS.

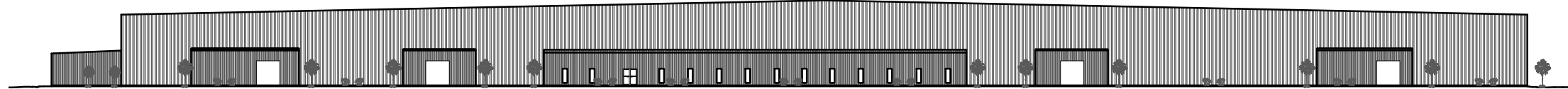
PLAN INDEX:

| | |
|------|--------------------------------|
| C1 | COVER SHEET / SITE PLAN |
| A1 | GENERAL FLOOR PLAN / ELEVATION |
| A1.1 | KEY FLOOR PLAN LAYOUT |
| A1.2 | PHASE (1) FLOOR PLAN |
| A1.3 | PHASE (2) FLOOR PLAN |
| A1.4 | PHASE (3) FLOOR PLAN |
| A1.5 | PHASE (4) FLOOR PLAN |

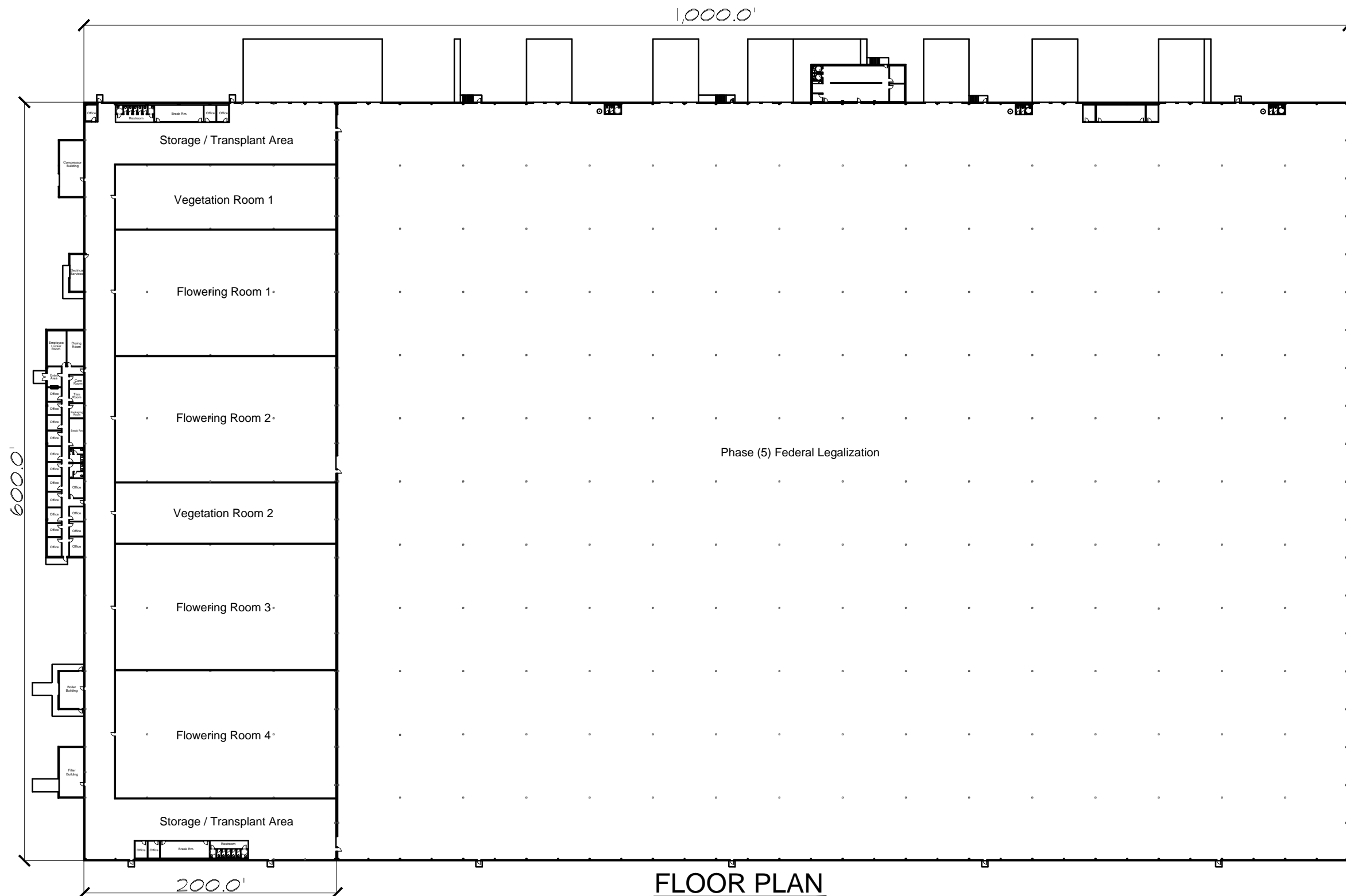
JOB: 15-100
 SCALE: N.T.S.
 DATE: 06-28-15

SITE PLAN COVER SHEET

SHEET
C1
 OF
7



FRONT ELEVATION

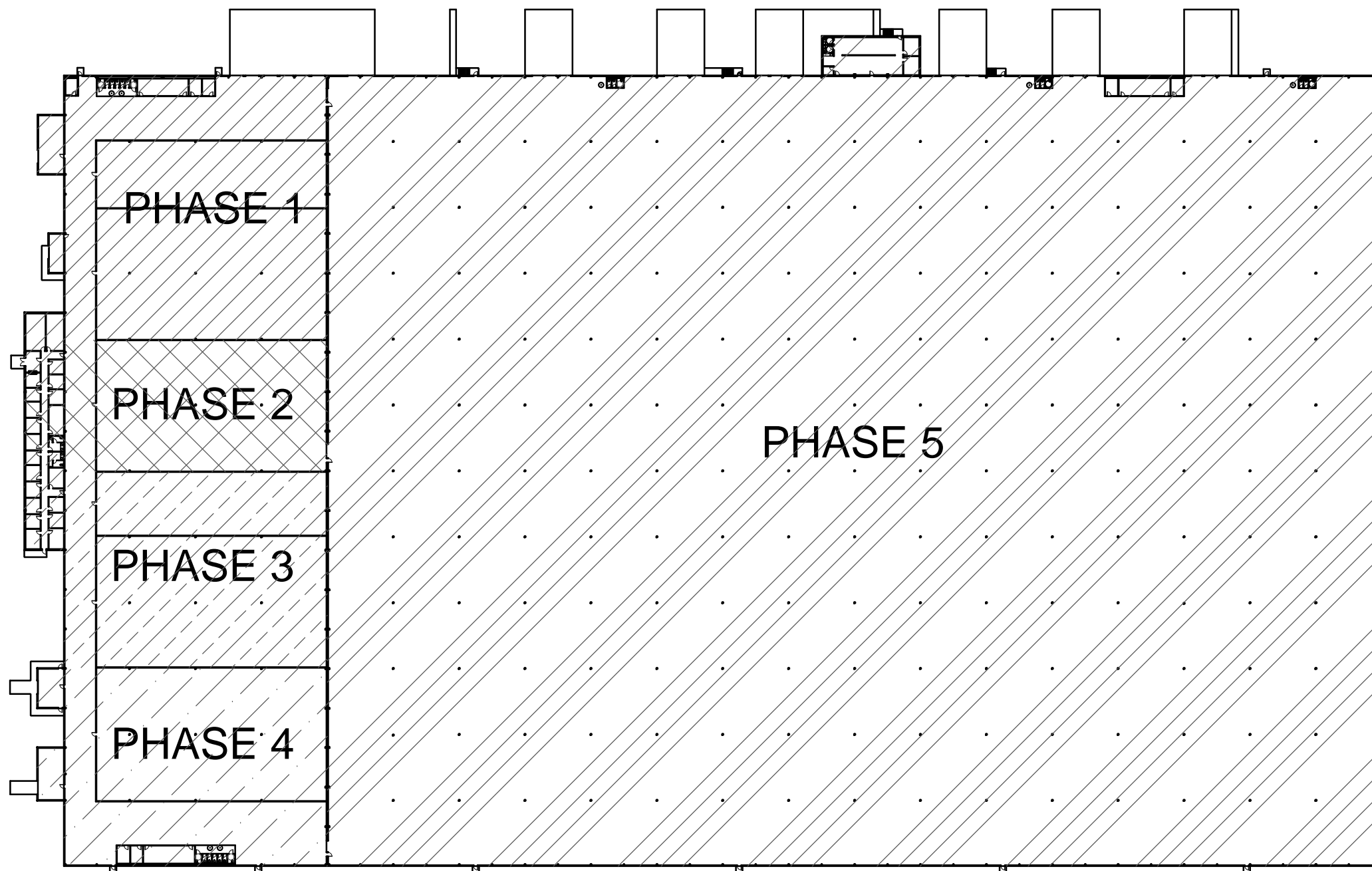


FLOOR PLAN

JOB: 15-100
 SCALE: N.T.S.
 DATE: 06-28-15

FLOOR PLAN / ELEVATION

SHEET
A1
 OF
 7



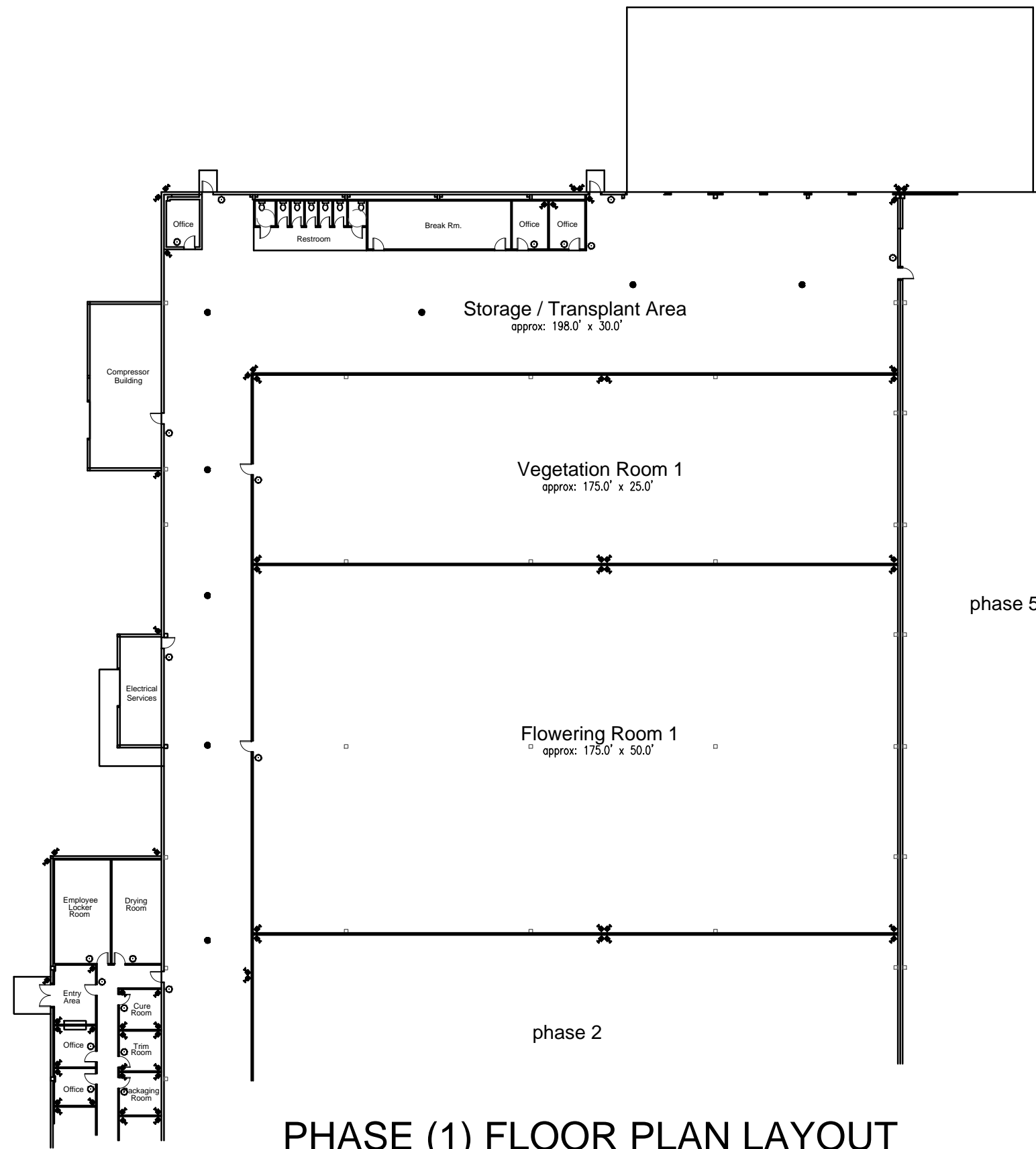
KEY PLAN LAYOUT

| PHASE SCHEDULE | |
|----------------|--|
| | PHASE 1 DEVELOPMENT AREA APPROX. 44,581.0 SF. |
| | PHASE 2 DEVELOPMENT AREA APPROX. 20,080.0 SF. |
| | PHASE 3 DEVELOPMENT AREA APPROX. 31,480.0 SF. |
| | PHASE 4 DEVELOPMENT AREA APPROX. 31,675.0 SF. |
| | PHASE 5 (Federal Legalization) DEVELOPMENT AREA APPROX. 472,184.0 SF. |

JOB: 15-100
SCALE: N.T.S.
DATE: 06-28-15

KEY FLOOR PLAN LAYOUT

SHEET
A1.1
OF
7



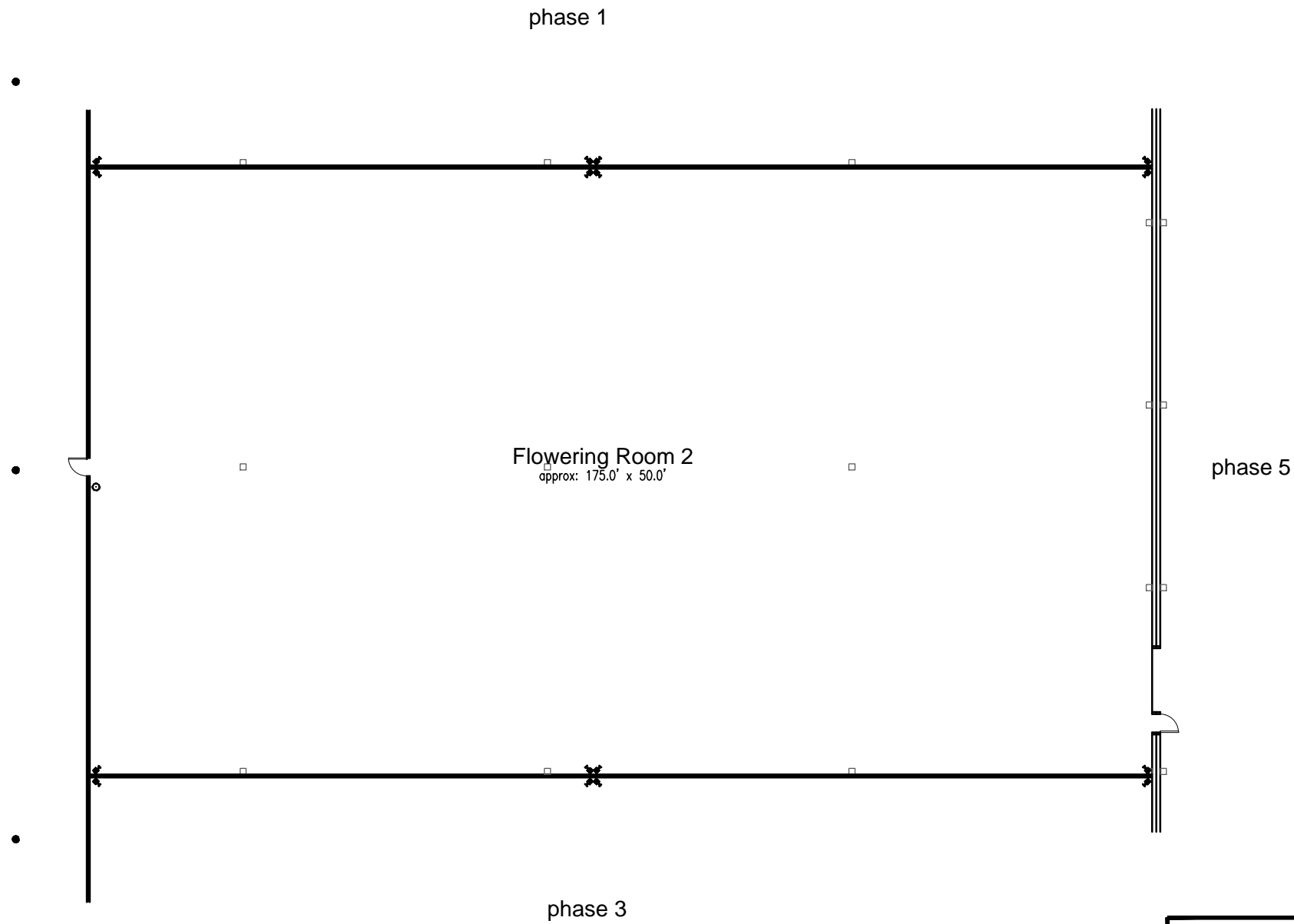
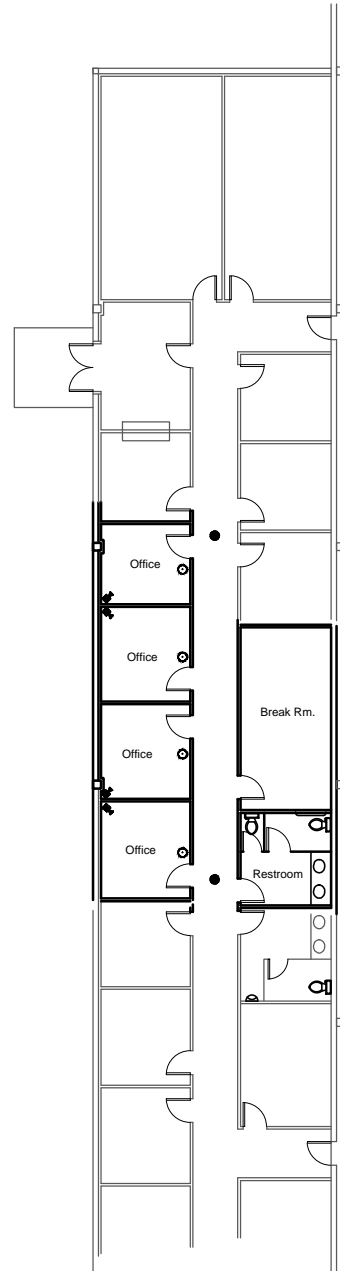
PHASE (1) FLOOR PLAN LAYOUT

| LEGEND OF SYMBOLS | |
|-------------------|---------------------------------|
| | WALL MOUNTED SECURITY CAMERA |
| | CEILING MOUNTED SECURITY CAMERA |
| | PANIC BUTTON |
| | WALL LIGHT |
| | ALARM PAD |
| | 36" FLOR. LIGHT |
| | CEILING FAN |

JOB: 15-100
 SCALE: N.T.S.
 DATE: 06-28-15

PHASE (1) FLOOR PLAN

SHEET
A1.2
 OF
7



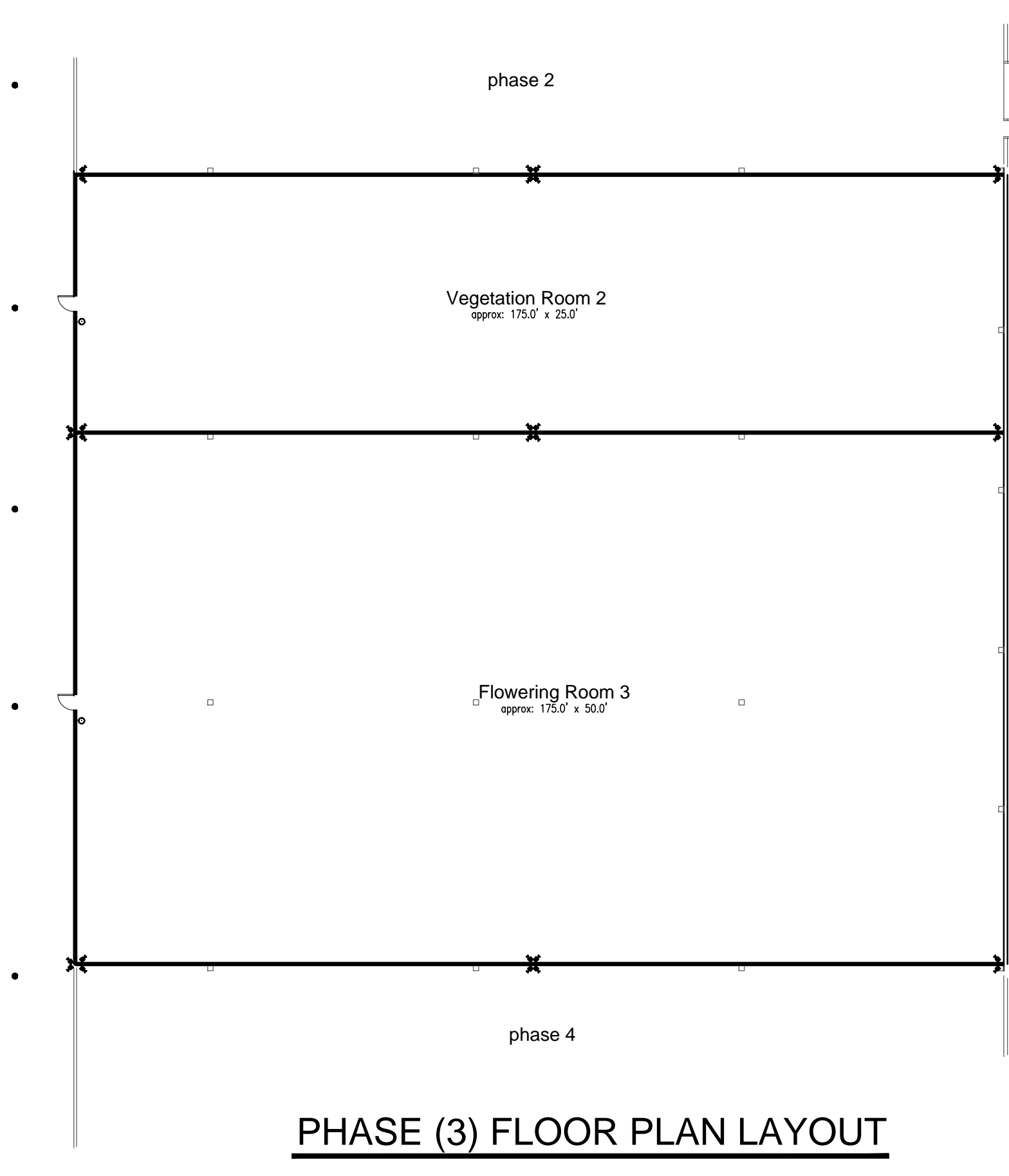
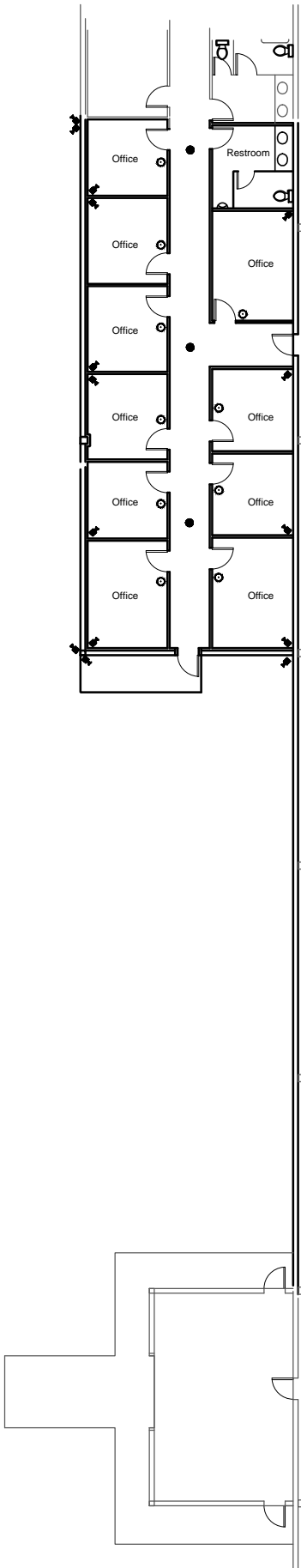
PHASE (2) FLOOR PLAN LAYOUT

| LEGEND OF SYMBOLS | |
|-------------------|---------------------------------|
| | WALL MOUNTED SECURITY CAMERA |
| | CEILING MOUNTED SECURITY CAMERA |
| | PANIC BUTTON |
| | WALL LIGHT |
| | ALARM PAD |
| | 36" FLOR. LIGHT |
| | CEILING FAN |

JOB: 15-100
SCALE: N.T.S.
DATE: 06-28-15

PHASE (2) FLOOR PLAN

SHEET
A1.3
OF
9



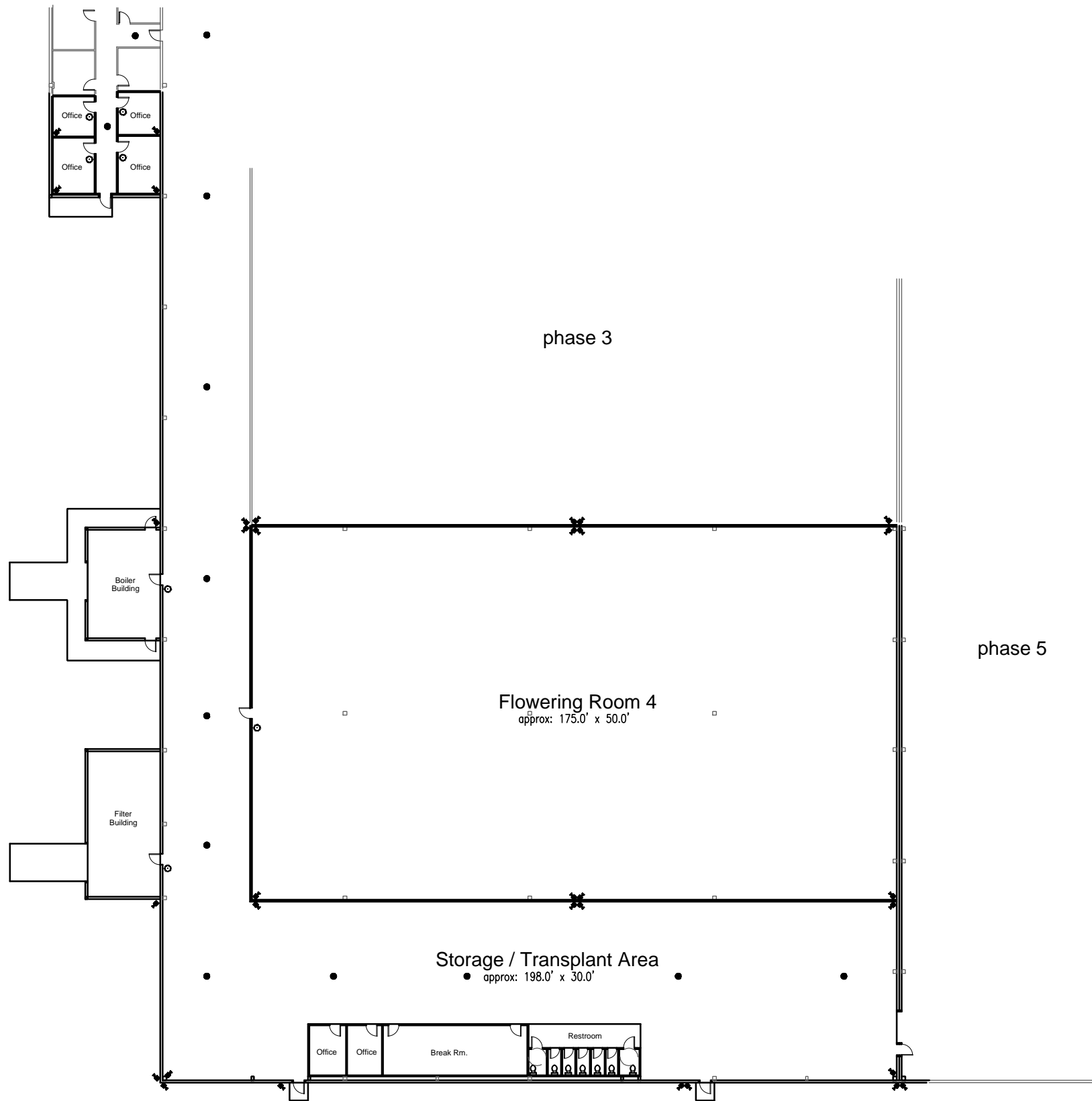
PHASE (3) FLOOR PLAN LAYOUT

| LEGEND OF SYMBOLS | |
|-------------------|---------------------------------|
| | WALL MOUNTED SECURITY CAMERA |
| | CEILING MOUNTED SECURITY CAMERA |
| | PANIC BUTTON |
| | WALL LIGHT |
| | ALARM PAD |
| | 36" FLOR. LIGHT |
| | CEILING FAN |

JOB: 15-100
 SCALE: N.T.S.
 DATE: 06-28-15

PHASE (3) FLOOR PLAN

SHEET
A1.4
 OF
7



PHASE (4) FLOOR PLAN LAYOUT

| LEGEND OF SYMBOLS | |
|-------------------|---------------------------------|
| | WALL MOUNTED SECURITY CAMERA |
| | CEILING MOUNTED SECURITY CAMERA |
| | PANIC BUTTON |
| | WALL LIGHT |
| | ALARM PAD |
| | 36" FLOR. LIGHT |
| | CEILING FAN |

JOB: 15-100
 SCALE: N.T.S.
 DATE: 06-28-15

PHASE (4) FLOOR PLAN

SHEET
A1.5
 OF
 7



May 7, 2014

CONDITIONAL USE PERMIT CASE NUMBER: 2015-0156

CASE SUMMARY: A request by Mark Maydahl, Ozvest, Inc., owner, for a Conditional Use Permit as to allow a medical marijuana dispensary offsite cultivation location on a General Industrial zoned property located on 2801 N Main Street, San Luis, AZ, Assessor's Parcel No. 210-25-009. This request is based on proposed Text Amendment Case No. 2015-0106, an amendment to the City of San Luis Zoning Ordinance allowing medical marijuana dispensaries and medical marijuana dispensaries offsite cultivation location in General Industrial Zoning District (H-I) as a conditional use (Section 8.2-C.9.10).

PUBLIC HEARING: JUNE 9, 2015

COMMENTS DUE: MAY 18, 2015

Your comments on this case will help us prepare an accurate and timely staff report. Your comments on this case will be inserted "as is" into the staff report with your name, department, and telephone number, should the applicant have any questions. Your comments are a public record and will be available to the public, media, and the applicant, in addition to the Commission hearing on this case. Please complete the section below and return via e-mail. For additional information please contact me at 341-8563, extension 2013, or at Jstarkey@cityofsanluis.org.

Thank you,
John Starkey
Zoning Administrator

Attachment: Location Map, Site Picture and Proposed Amendments

.....
 COMMENTS NO COMMENTS

Enter Comments below:

This request does not have any impacts upon the Fire Code and/or the City of San Luis Fire Department. We reserve comments on this project when submittals (construction and site plans) are received. The fire suppression system will need re-engineering to meet the possible fire fuel load of the new proposed business.

Date:

05/07/15

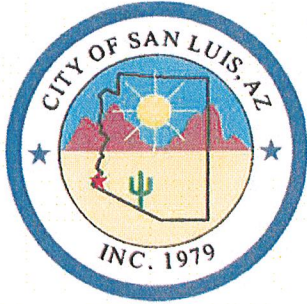
Agency:

Fire Department

Phone:

928/341-8550

Return to: rpacheco@cityofsanluis.org



May 7, 2014

CONDITIONAL USE PERMIT CASE NUMBER: 2015-0156

CASE SUMMARY: A request by Mark Maydahl, Ozvest, Inc., owner, for a Conditional Use Permit as to allow a medical marijuana dispensary offsite cultivation location on a General Industrial zoned property located on 2801 N Main Street, San Luis, AZ, Assessor's Parcel No. 210-25-009. This request is based on proposed Text Amendment Case No. 2015-0106, an amendment to the City of San Luis Zoning Ordinance allowing medical marijuana dispensaries and medical marijuana dispensaries offsite cultivation location in General Industrial Zoning District (H-I) as a conditional use (Section 8.2-C.9.10).

PUBLIC HEARING: JUNE 9, 2015

COMMENTS DUE: MAY 18, 2015

Your comments on this case will help us prepare an accurate and timely staff report. Your comments on this case will be inserted "as is" into the staff report with your name, department, and telephone number, should the applicant have any questions. Your comments are a public record and will be available to the public, media, and the applicant, in addition to the Commission hearing on this case. Please complete the section below and return via e-mail. For additional information please contact me at 341-8563, extension 2013, or at Jstarkey@cityofsanluis.org.

Thank you,

John Starkey
Zoning Administrator

Attachment: Location Map, Site Picture and Proposed Amendments

COMMENTS NO COMMENTS

Enter Comments *below*:

Date: 5/14/15
Agency: Yuma County Water Users' Association
Phone: (928) 627-8824

Return to: rpacheco@cityofsanluis.org

Comments attached in letter.



YUMA COUNTY WATER USERS' ASSOCIATION

MAILING ADDRESS:
POST OFFICE BOX 5775
YUMA, ARIZONA 85366-5775
OFFICE: (928) 627-8824

SHIPPING ADDRESS:
3800 WEST COUNTY 15TH STREET
SOMERTON, ARIZONA 85350
FAX: (928) 627-3065

EMAIL ADDRESS:
OFFICE@YCWUA.ORG

May 14, 2015

John Starkey
Zoning Administrator
City of San Luis
PO Box 3750
San Luis, AZ 85349

Subject: Comments for Conditional Use Permit Case Number 2015-0156

Dear John:

The Yuma County Water Users' Association (Association) has received the City of San Luis request for comments for the subject Conditional Use Permit (Permit) on Assessor's Parcel No. 210-25-009. After a review of the case, the Association has no comments nor objection to the issuance of the Permit. However, we have identified that this parcel does have a water right, and as such, this brings about another issue that must be addressed.

Due to the nature of the Permit issuance and the business that will be in operation (cultivation of marijuana), a Bureau of Reclamation policy concerning the use of Reclamation water or the use of Reclamation facilities in the delivery of such water becomes involved. I am providing you with a copy of that Bureau policy for your information. It is not the responsibility of the Association to determine the applicability of this policy nor how it should effect the issuance of this Permit, and I would recommend that legal counsel for the City of San Luis take this Reclamation policy into advisement as to how it may or may not be applicable in this case. You may wish to involve Reclamation in these discussions as well, so that they may lend some insight as to how their policy applies in this situation.

As the Association is involved with water deliveries using Reclamation facilities, we request that you please keep us in any communication that may occur concerning this matter between San Luis and Reclamation in this unprecedented matter. I thank you in advance for this courtesy.

Sincerely,

Charles A. Cowan
Head of Technical Services

cc: Maria Ramirez, Area Manager, US Bureau of Reclamation

Reclamation Manual

Policy

TEMPORARY RELEASE

(Expires 05/16/2016)

Subject: Use of Reclamation Water or Facilities for Activities Prohibited by the Controlled Substances Act of 1970

Purpose: The purpose of this Policy is to provide a clear statement of the Bureau of Reclamation’s intent to operate consistently with the CSA with respect to the potential use of Reclamation water or facilities for the production of marijuana.

Authority: Reclamation Act of 1902 (ch. 1093, 32 Stat. 388); Controlled Substances Act of 1970 (Pub. L. 91-513, 84 Stat. 1236; codified as amended in various sections of 21 U.S.C.)

Approving Official: Commissioner

Contact: Director, Policy and Administration

1. **Introduction.** The Controlled Substances Act of 1970 (CSA) and its implementing regulations prohibit the cultivation of marijuana, as defined at subsection 102(16) of the CSA (codified at 21 U.S.C. 802(16))¹. Reclamation’s obligation as a Federal agency to uphold Federal law prohibits it from approving the use of Reclamation water or facilities to facilitate activities prohibited by the CSA. Although the CSA’s relevant prohibitions have not changed, the legalization of marijuana’s cultivation and distribution under some state laws necessitates a clear statement of Reclamation’s obligations under the CSA.
2. **Applicability.** This Policy applies to Reclamation staff involved in the administration of Reclamation water-related contracts.
3. **Definitions.** The definitions cited in PEC P05 apply to this Policy (see especially the terms “Contract Water” and “Water-Related Contract” at Paragraphs 3.D. and 3.R.).
4. **Responsibilities.**
 - A. **Commissioner.** The Commissioner will ensure that appropriate Policy on compliance with the CSA and other laws is issued and kept current.
 - B. **Director, Policy and Administration (Director).** The Director will issue D&S as necessary to provide additional support for implementation of the Commissioner’s policies.

¹Spelled “marihuana” in the statute.

Reclamation Manual

Policy

TEMPORARY RELEASE

(Expires 05/16/2016)

- C. **Regional Directors.** Regional directors are responsible for the implementation of this Policy within their regions in accordance with authority delegated to them by the Commissioner. Along with complying with relevant laws and delegated authority, regional directors are responsible for ensuring that contracts are administered in a manner that protects the interests of the United States and ensures Reclamation's compliance with applicable law. Regional directors are responsible for the reporting required in Paragraph 5.A. of this Policy, and for designating the Reclamation employee responsible for compiling and maintaining the record described in Paragraph 5.C.
5. **Policy.** Reclamation will operate its facilities, make available contract water, execute and administer its water-related contracts, and otherwise perform its contractual and legal duties in a manner that is consistent with the CSA. Specifically:
- A. Reclamation will not approve use of Reclamation facilities or water in the cultivation of marijuana.
- B. Should Reclamation employees become aware that Reclamation facilities or the water they supply are being used to facilitate cultivation of marijuana, they will, through their line management, bring this to the attention of their regional director, who will report such use to the Department of Justice and document the reporting action(s).
- C. Throughout this process, a designated Reclamation employee will compile and maintain a record documenting all activities and communications regarding known or potential uses of Reclamation water or facilities to cultivate marijuana. These records will include all relevant memos, emails, letters, records of telephone conversations, etc. about known or potential uses of Reclamation water or facilities to cultivate marijuana, including responses by Reclamation employees.
- D. Reclamation does not have a responsibility or designated role in actively seeking enforcement of the CSA.
6. **Commingled Water.** This Policy does not apply to non-contract water commingled with contract water in non-Federal facilities.

RECLAMATION MANUAL TRANSMITTAL SHEET

| | |
|---|-------------------------|
| Effective Date: <u>03/20/2015</u> | Release No. <u>495</u> |
| Ensure all employees needing this information are provided a copy of this release. | |
| Reclamation Manual Release Number and Subject | |
| PEC TRMR-63 Use of Reclamation Water or Facilities for Activities Prohibited by the Controlled Substances Act of 1970 | |
| Summary of Changes | |
| Minor revisions approved to extend the expiration date from 5/16/2015 to 5/16/2016. | |
| NOTE: This Reclamation Manual release applies to all Reclamation employees. When an exclusive bargaining unit exists, changes to this release may be subject to the provisions of collective bargaining agreements. | |
| Filing instructions | |
| Remove Sheets pp 1-2 | Insert Sheets pp 1-2 |
| All Reclamation Manual releases are available at http://www.usbr.gov/recman/ | |
| Filed by: _____ | Date: _____ |



May 7, 2014

CONDITIONAL USE PERMIT CASE NUMBER: 2015-0156

CASE SUMMARY: A request by Mark Maydahl, Ozvest, Inc., owner, for a Conditional Use Permit as to allow a medical marijuana dispensary offsite cultivation location on a General Industrial zoned property located on 2801 N Main Street, San Luis, AZ, Assessor's Parcel No. 210-25-009. This request is based on proposed Text Amendment Case No. 2015-0106, an amendment to the City of San Luis Zoning Ordinance allowing medical marijuana dispensaries and medical marijuana dispensaries offsite cultivation location in General Industrial Zoning District (H-I) as a conditional use (Section 8.2-C.9.10).

PUBLIC HEARING: JUNE 9, 2015

COMMENTS DUE: MAY 18, 2015

Your comments on this case will help us prepare an accurate and timely staff report. Your comments on this case will be inserted "as is" into the staff report with your name, department, and telephone number, should the applicant have any questions. Your comments are a public record and will be available to the public, media, and the applicant, in addition to the Commission hearing on this case. Please complete the section below and return via e-mail. For additional information please contact me at 341-8563, extension 2013, or at Jstarkey@cityofsanluis.org.

Thank you,

John Starkey
Zoning Administrator

Attachment: Location Map, Site Picture and Proposed Amendments

.....
 COMMENTS NO COMMENTS

Enter Comments below:

Please see comments in attached email message.

Date:

May 18, 2015

Agency:

U.S. Bureau of Reclamation

Phone:

928-343-8261

Return to: rpacheco@cityofsanluis.org

Roman Pacheco

From: Flores, Cynthia (Cindy) <cflores@usbr.gov>
Sent: Monday, May 18, 2015 6:27 PM
To: John Starkey
Cc: Roman Pacheco; ccowan@ycwua.org; Maria Ramirez; Christopher (Chris) Wallis
Subject: Conditional Use Permit Case Number 2015-0156, Proposed Medical Marijuana Dispensary Offsite Cultivation Location
Attachments: Request for Comments for CUP Case No. 2015-0156 Medical Marijuana Dispensary offsite cultivation location 2801 N. Main Street.docx

Dear Mr. Starkey,

Thank you for speaking with me today regarding the subject Case. As we discussed, in accordance with existing Bureau of Reclamation policy, we cannot approve use of Reclamation facilities or water in the cultivation of marijuana. It is our understanding that groundwater may be used in the proposed cultivation process. As also discussed, groundwater pumped from wells in the flood plain of the Yuma Valley, south of Morelos Dam, is not currently considered to be a diversion of Colorado River water. In the future, however, if hydrologic conditions change whereby wells in the Yuma Valley intercept water from the Colorado River, diversions from those wells for purposes of cultivation of marijuana would have to be discontinued so as not to be in violation of Reclamation policy and the Controlled Substances Act of 1970. Reclamation's policy can be found at:

http://www.usbr.gov/recman/temporary_releases/pectrmr-63.pdf

If you have any questions or need additional information, please contact me at the numbers below.

Thank you,

Cindy M. Flores
Manager, Water and Lands Contracts Group
Bureau of Reclamation
Yuma Area Office
7301 Calle Agua Salada
Yuma, AZ 85364
928-343-8261 (office)
928-276-2140 (cell)
cflores@usbr.gov

Mohave Green established in 2013 and it's located in Mohave Valley. The medical marijuana dispensary provides an assortment of edibles, infusions, THC free products, healing balms, salves, juices and extracts. The dispensary is located in a C-2 zone next to a church. The floor plan includes a lobby area, dispensary and a processing area. The security measures include bullet proof glass, metal door with locks, and security cameras. The main customers are veterans that live in the area. Customers enter one by one, allowing privacy to shop. The onsite staff provides guidance on the purchase based on the medical situation of the customer. Staff is very well verse on the different type of strains and how each relates to medical needs. The website for the dispensary is as follow: <http://www.mohavegreen.org/>

Choice Cannabis is nonprofit business focus in the cultivation of medical marijuana. The cultivation is located in a C-2 zoning, next to residential and behind commercial shopping on the main street. The facility is a 14,000 SF two level cultivation facility that trims, harvest and packages medical marijuana. The facility is a warehouse that is very discreet. The facility is layout with a hallway and different rooms with different marijuana plants. Each room has different lighting, temperatures and all is log in every room. There are security cameras in each room, common areas, and outside. There is always a person on site. The upstairs level has cultivation of smaller plants, along with the packing. The operation produces about 2,500 pounds a year. Curtis Devine is the owner/manager of the operations of the two facilities.











- D. The parking or storage of any commercial vehicle having a gross vehicle weight rating (GVWR) exceeding one and one-half (1½) tons, or a tractor, semi-trailer, or bus is prohibited in any residential zoning districts except in the “RA-10” Zoning District when in association with a farming activity.
- E. Parking and storage of commercial vehicles may be permitted within the screened storage area of an approved commercial or industrial use or where otherwise permitted and then under the specific conditions outlined within this Ordinance.

Section 14.13 Dumping and Disposal.

- A. No person shall obstruct or reduce the capacity of any natural or man-made water way within the City by filling or dumping any earth, stone or other materials therein.
- B. The use of land for the storing, dumping, or disposals of scrap iron, junk garbage, rubbish or other refuse, ashes, landscape wastes, or industrial wastes or by-products shall be prohibited in every zoning district except as specifically otherwise provided in this Ordinance.

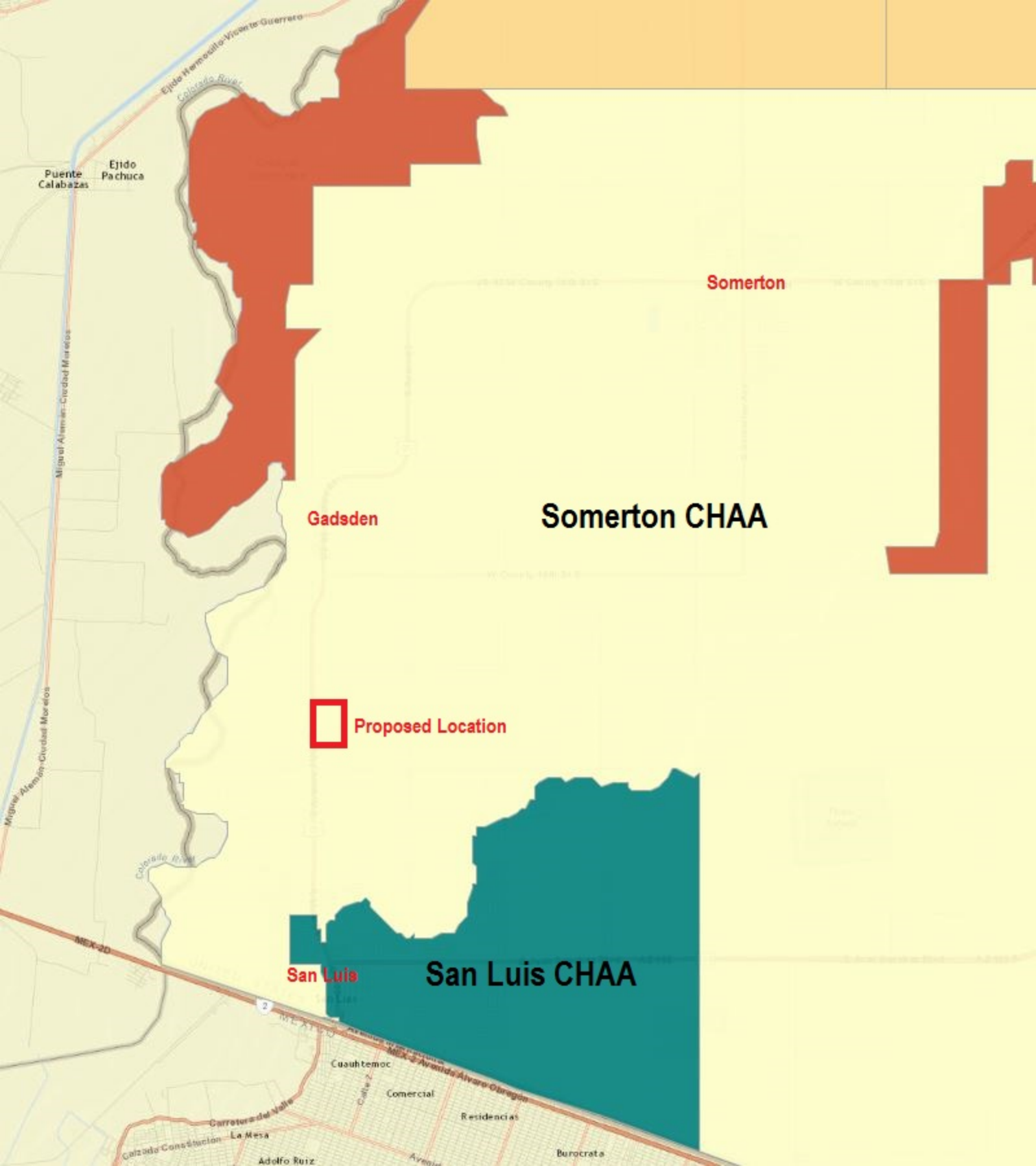
Section 14.14 Mobile Vendors

- A. Mobile Food Vendors shall obtain a County Health Certificate prior to applying for a city business license.
- B. Mobile Vendors shall not occupy any portion of the public right-of-way including the sidewalk.
- C. The business license application shall include:
 - 1. The notarized written permission of the property owner;
 - 2. A site plan on 8-1/2 x 11 paper showing the seating area (maximum 400 sq.ft.), location of the unit, hours of operation and access. Additional information may be required by the Building Safety Division or the Fire Department.

Section 14.15 Medical Marijuana Uses.

- A. The minimum requirements of this section shall apply to all “medical marijuana dispensary” and “medical marijuana dispensary offsite cultivation location” uses located in any zoning district.
- B. In addition to any other application requirements, an applicant for any “medical marijuana dispensary” or “medical marijuana dispensary offsite cultivation location” conditional use permit shall provide the following:
 - 1. A notarized authorization executed by the property owner, acknowledging and consenting to the proposed use of the property as a medical marijuana dispensary or a medical marijuana dispensary offsite cultivation location, as applicable.

2. The legal name of the medical marijuana dispensary or medical marijuana dispensary offsite cultivation location.
3. If the application is for a medical marijuana dispensary offsite cultivation location, the name and location of the medical marijuana dispensary with which it is associated.
4. The name, address, and birth date of each officer and board member of the nonprofit medical marijuana dispensary.
5. The name, address, birth date, and valid registry identification card number of each nonprofit medical marijuana dispensary agent.
6. A copy of the operating procedures adopted in compliance with A.R.S. §36-2804(B)(1)(c).
7. A notarized certification that none of the nonprofit medical marijuana dispensary officers or board members has been convicted of any of the following offenses:
 - a. A violent crime as defined in A.R.S. §13-901.03(B) that was classified as a felony in the jurisdiction where the person was convicted.
 - b. A violation of state or federal controlled substance law that was classified as a felony in the jurisdiction where the person was convicted except an offense for which the sentence, including any term of probation, incarceration or supervised release, was completed ten or more years earlier or an offense involving conduct that would be immune from arrest, prosecution or penalty under A.R.S. §36-2811 except that the conduct occurred before the effective date of that statute or was prosecuted by an authority other than the state of Arizona.
8. A notarized certification that none of the nonprofit medical marijuana dispensary officers or board members has served as an officer or board member for a medical marijuana dispensary that has had its registration certificate revoked.
9. A floor plan showing the location, dimensions and type of security measures demonstrating that the medical marijuana dispensary or medical marijuana dispensary offsite cultivation location will be secured, enclosed, and locked as required by law.
10. A scale drawing depicting the property lines and the separations from the nearest property boundary of the parcel containing the medical marijuana dispensary or medical marijuana dispensary offsite cultivation location to the property boundary of the parcel containing any existing uses listed in paragraph E below. If any of the uses are located within 50 feet of the minimum separation, the drawing, showing actual surveyed separations, shall be prepared by a registered land surveyor.



Ejido Hernando-Vicente Guerrero

Colorado River

Puente Calabazas
Ejido Pachuca

Miguel Alemán-Croquis Morelos

Somerton

Gadsden

Somerton CHAA

 Proposed Location

Colorado River

San Luis

San Luis CHAA

MEX-20

2

Cuauhtemoc

Comercial

MEX-20 Avenida Álvaro Obregón

Residencias

Burocrata

Carretera del Valle
Calzada Constitución
La Mesa

Adolfo Ruiz

Avenida



AGENDA ITEM REVIEW FORM

Regular City Council Meeting

6. 6.

Meeting Date: 07/08/2015

Department Head: John Starkey, Building Safety Director, Planning & Zoning/Building Safety

Submitted By: Jose A. Guzman, Assistant Planner, Planning & Zoning/Building Safety

Action Requested: Motion
Public Hearing

ITEM:

Continuation of Public Hearing followed by discussion on any and all matters regarding Conditional Use Permit Case No. 2015-0126, a request by Michelle Lamourex, on behalf of Verizon Wireless Communication, for a Conditional Use Permit to install a telecommunications monopole at 1063 E. Main Street in San Luis, AZ. (Item continued from June 24, 2015) **(John Starkey)**

- A. Continuation of public hearing
- B. Close public hearing
- C. Action on Conditional Use Permit Case No. 2015-0126

SUMMARY:

The applicant is requesting a Conditional Use Permit to install an 100-foot telecommunications monopole on a leased area northeast of the property at 1063 E. Main Street. The property is zoned as Community Commercial (C-2) and it was previously used for auto sales (Autos De Santiago). There is already an existing 120-foot tower on the property but it cannot support another carrier because is almost at full capacity; that is why Verizon Wireless is proposing a second tower in this location.

The adjacent properties to the north and south are zoned RA-10. On the west there is the East Main Canal and across the canal are several lots zoned as Community Commercial (C-2) that are not currently being used. The property located to the east is zoned RA-10 and is developed as school grounds for Gadsden Elementary School District.

The required setback for any structure in the Community Commercial(C-2) is 5 ft side and 10 ft rear. However, provided in Section 19.3-C, "towers shall be set back a distance equal to at least one hundred percent (100%) of the height of the tower from any adjoining lot line." The tower should provide a "fall zone" of its height, in other words, if the tower shall fail, it would fall entirely on the property on which is located. The proposed tower is 100 ft and would require a variance prior to construction. The applicant has applied for a variance and it would be presented to the Board of Adjustment (City Council) the same date as this request. (Variance Case No. 2015-0130)

The proposed 100 ft monopole tower will improve wireless coverage and increase network capacity in the area for Verizon Wireless. There will be an 8 ft high fence around the tower made of chain link covering the 924 sq. ft. leased area. Provided in Section 14.9-C1, "Barbed wire may be permitted in commercial and industrial zoning districts for security purposes surrounding allowed outdoor storage areas provided the barbed wire is located a minimum of six (6) feet or more above grade and angled inward."

TELECOMMUNICATIONS ACT OF 1996:

This federal legislation established certain standards for local review of various types of antennas and other communication devices. Local governments may consider standards such as public safety issues (other than radiation). The local government may not discriminate between service providers, prohibit wireless services or have the effect of prohibiting wireless services, regulate on the basis of electromagnetic radiation if the facility complies with FCC standards, make land use decisions without substantial evidence and a written record of the proceedings, or unreasonably delay decision making on proposed applications.

CITIZEN REVIEW MEETING:

The Citizen Review Meeting was held on June 2, 2015 at City Hall Council Chambers at 6:00 P.M. The intent of this meeting was to allow the public to learn about the project, ask questions, and express comments. There was only one question regarding the exact location of the tower, no other comments/questions were given.

PLANNING AND ZONING COMMISSION MEETING:

The Planning and Zoning Commission held a meeting on June 9, 2015 at City Hall Council Chambers at 7:00 P.M. The applicant's representative presented the request to the Commission no public commented on this request. The Commission recommended approval of the Conditional Use Permit request.

CITY COUNCIL MEETING:

The City Council held a meeting on June 24, 2015 at City Hall Council Chambers at 7:00 P.M.

City Staff received comments from the Bureau of Land Management (BLM), Yuma Field Office regarding this property. De Santiago's property currently has a paved road access which is located in a different property.

BLM confirmed that the mentioned property is federal land and is managed by them. They informed City Staff that BLM has no record noting authorization of the paved road and therefore the paved road does not provide legal access to DeSantiago's private property. BLM would like to work directly with the owner and work on an authorization.

BLM comments were received a few days prior to the Public Hearing. The Public Hearing was already advertised therefore presented to Council with Staff recommendation of continuing the item for July 8, 2015.

The City Council opened the public hearing to give the opportunity to the public to express any concern or comment regarding this request. The owner of two properties located adjacent to the north of the proposed location was present and expressed his concerns. His main concerns were the impact on property values around the area and safety issues of what would happen if the tower falls. The Public Hearing was continued to the regular Council meeting of July 8, 2015.

AGENCY REVIEW:

As part of the review process, all land use cases are reviewed by various City and outside agencies. We have received comments from the following agencies:

1. US Marine Corps Air Station (05-18-15)
2. Bureau of Reclamation (05-20-15)
3. Bureau of Land Management (various dates)

As required by State Statute, staff sent notification letters to property owners within 300 feet of the proposed project (25 letters). The City has not received any other significant concerns or objections from

the various review agencies or adjacent property owners.

The applicant has provided the information and materials necessary for review of the Conditional Use Permit. The applicant has applied for a Variance (Case No. 2015- 0154) from Board of Adjustment (City Council) to allow reduced setbacks from the 100 ft. required by Section 19.3-C of the City of San Luis Zoning Ordinances.

On June 24, 2015, City Staff was informed, by Pinnacle Consulting, Inc. that they had submitted the SF 299 for to BLM for authorization of official access to Javier De Santiago's property.

On June 30, 2015, BLM notified City staff that the proper federal agency to obtain legal access is through the Bureau of Reclamation.

The Planning and Zoning Commission and City staff recommends that the City Council APPROVE the Conditional Use Permit to allow a telecommunications tower at 1063 E. Main Street in San Luis, AZ . In addition City staff recommends approval on the condition that applicant apply for legal access from the Bureau of Reclamation including access for the public so that public safety vehicles and personnel have access. That the applicant actually obtain such legal access in 18 months.

RECOMMENDATION / SUGGESTED MOTION:

- 1. I move to continue with the public hearing opened at the last Council meeting held June 24, 2015.**
- 2. I move to close the public hearing.**
- 3. I move to approve the conditional use with the conditions as recommended by staff.**

Supporting information not attached to the Agenda Item Review Form:

N/A

Is document to be sent to the Recorder's Office?: No

N/A

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM: N/A

CITY/STATE/FEDERAL FUNDS: N/A

TOTAL: N/A

BUDGETED: N/A

AVAILABLE TO TRANSFER: N/A

ACCOUNT #/REMAINING BALANCE: N/A

FISCAL IMPACT STATEMENT:

N/A

Attachments

[Location Map](#)

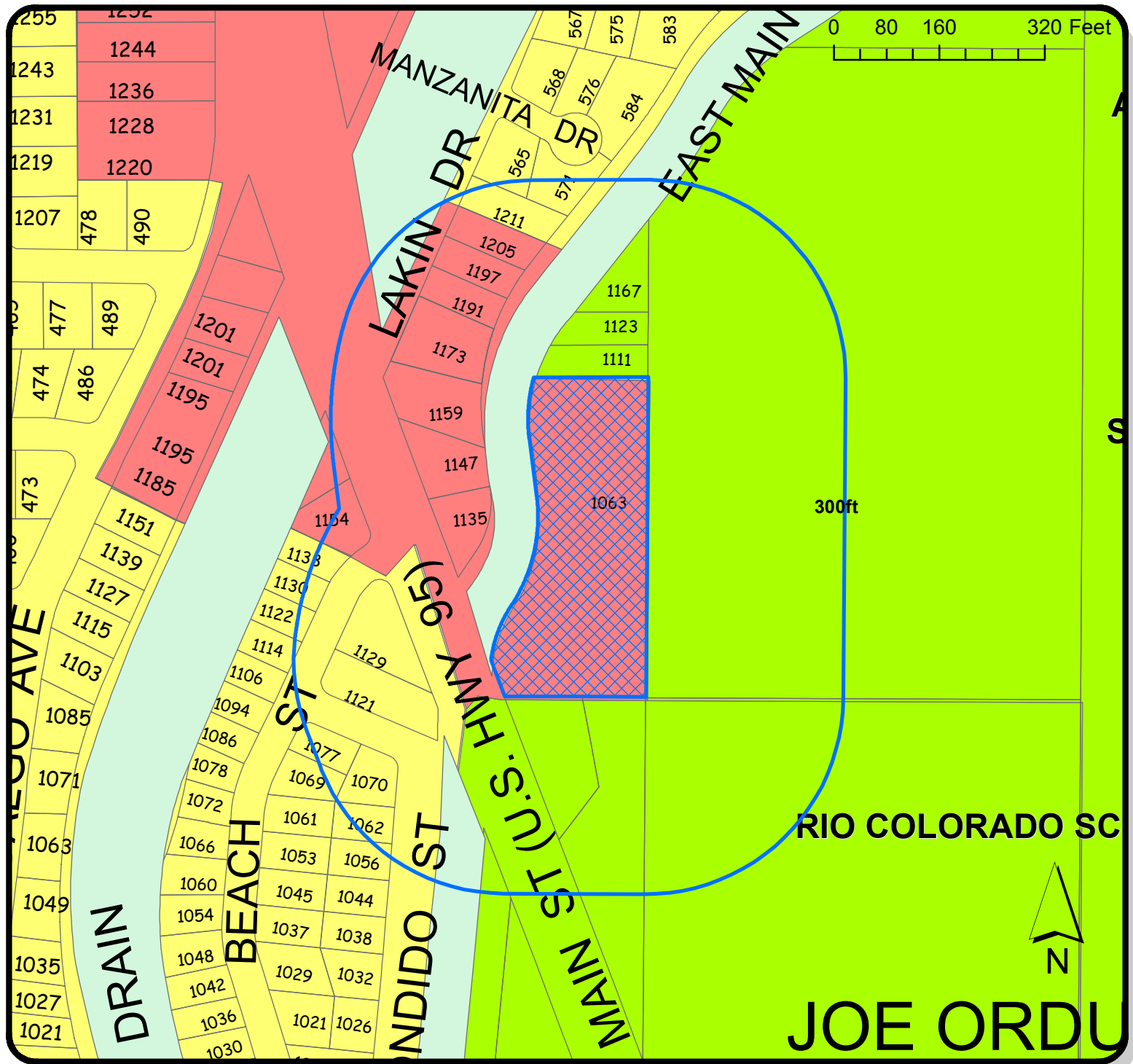
[Pictures of Location](#)

[Site Plan](#)

[VZW current and expected coverage](#)

[US Marine Corps Air Station Yuma comments](#)


Bureau of Reclamation comments



LOCATION OF PROPERTY

Location Map

CONDITIONAL USE PERMIT

-  1063 N MAIN ST
-  300ft Buffer

Date:
5/7/2015

Approved By:
JS



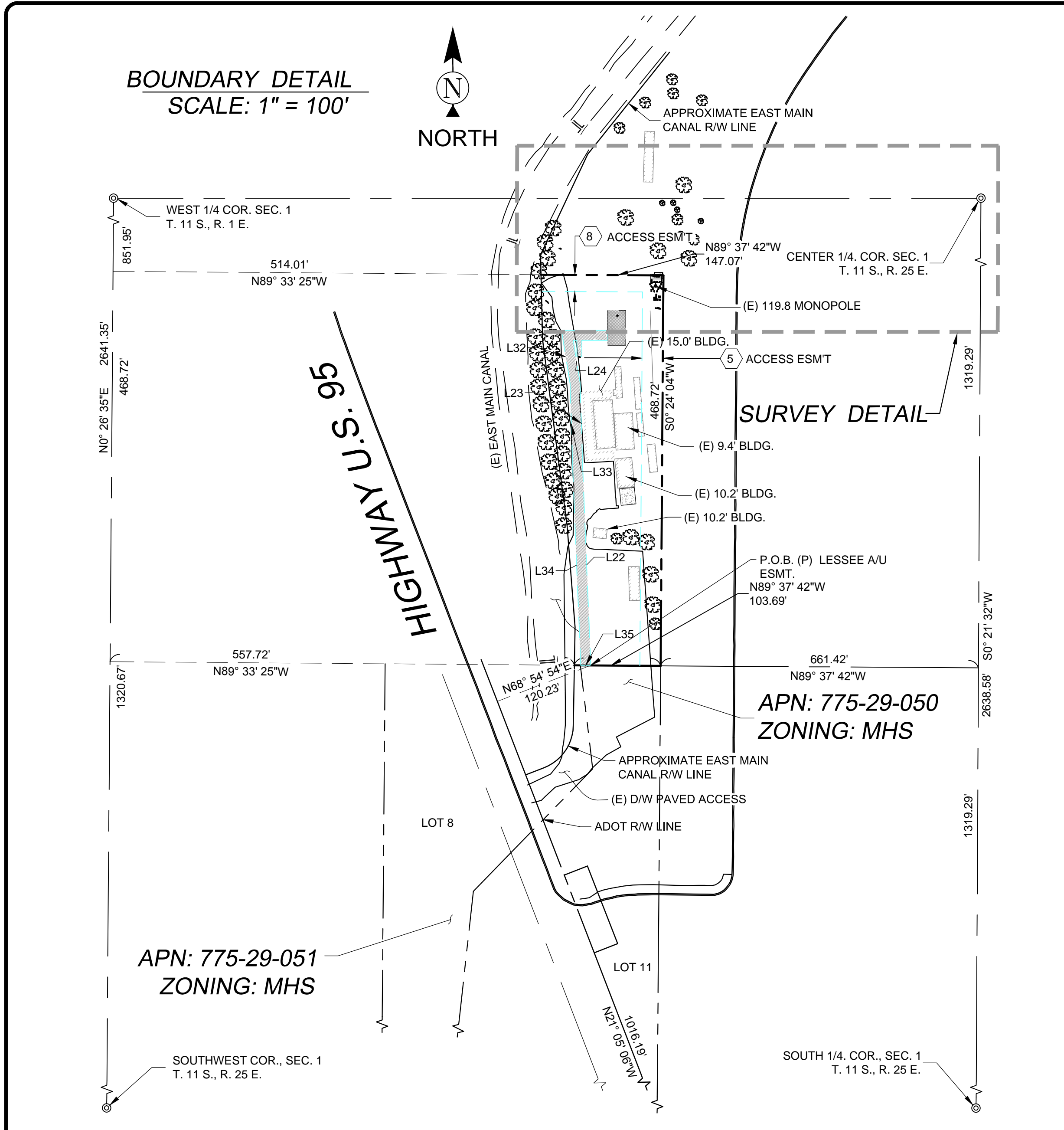
Prepared By:
IG

Revised :
JAG

Case No.
2015-0126

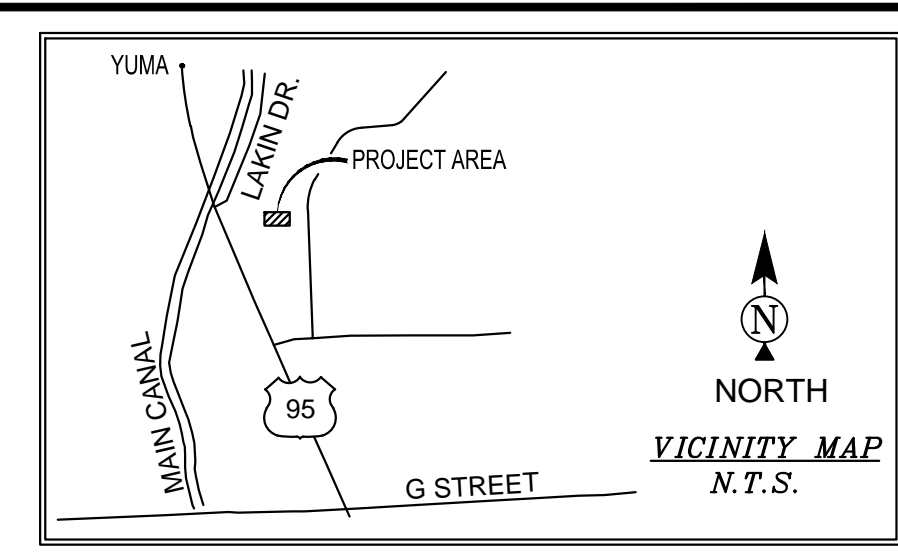


BOUNDARY DETAIL
SCALE: 1" = 100'

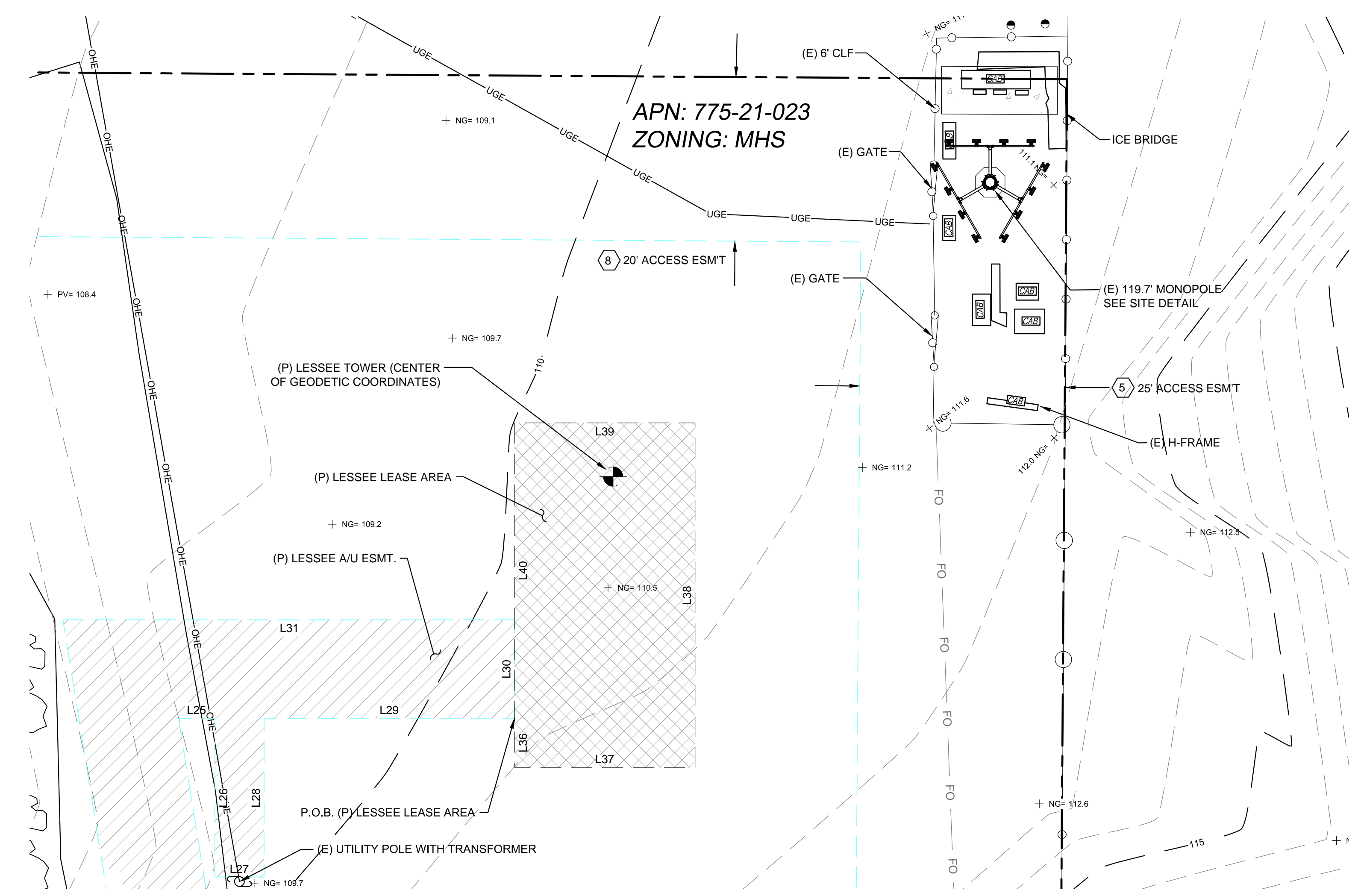


- SURVEYOR NOTES**
1. ALL TITLE INFORMATION IS BASED UPON A COMMITMENT FOR TITLE INSURANCE PREPARED BY GREAT AMERICAN TITLE AGENCY, ORDER NO.: 21500177 EFFECTIVE DATE: 12/30/2015.
 2. SURVEYOR HAS NOT PERFORMED A SEARCH OF PUBLIC RECORDS TO DETERMINE ANY DEFECT IN TITLE.
 3. THE BOUNDARY SHOWN HEREON IS PLOTTED FROM RECORD INFORMATION AND DOES NOT CONSTITUTE A BOUNDARY SURVEY OF THE PROPERTY.
 4. SURVEYOR DOES NOT GUARANTEE THAT ALL UTILITIES ARE SHOWN OR THEIR LOCATIONS. IT IS THE RESPONSIBILITY OF THE CONTRACTOR AND DEVELOPER TO CONTACT BLUE STAKE AND ANY OTHER INVOLVED AGENCIES TO LOCATE ALL UTILITIES PRIOR TO CONSTRUCTION. REMOVAL, RELOCATION AND/OR REPLACEMENT IS THE RESPONSIBILITY OF THE CONTRACTOR.

- PROJECT META DATA**
1. ELEVATIONS SHOWN HEREON ARE REPRESENTED IN NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88) ESTABLISHED FROM GPS DERIVED ELLIPSOID HEIGHTS, APPLYING GEOID 09 SEPARATIONS CONSTRAINING TO NGS CORS STATIONS PROVIDED IN THE "ONLINE POSITIONING USER SERVICE" (OPUS) SOLUTION FOR THIS SPECIFIC SITE.
 2. BEARINGS SHOWN HEREON ARE BASED UPON U.S. STATE PLANE NAD83 COORDINATE SYSTEM ARIZONA STATE PLANE COORDINATE ZONE WEST, DETERMINED BY GPS OBSERVATIONS.
 3. FIELD WORK FOR THIS PROJECT WAS PERFORMED ON 02/05/15.



SURVEY DETAIL



LEGEND

- NG NATURAL GRADE
- BLDG TOP OF BUILDING
- R/W RIGHT OF WAY
- PV ASPHALT
- D/W ACCESS DRIVEWAY
- TOP OF SLOPE
- TOE TOE OF SLOPE
- SW SIDEWALK
- WL TOP OF WALL
- CLF CHAIN LINK FENCE
- CMU CONCRETE MASONRY UNIT
- C CONCRETE
- MCR MARICOPA COUNTY RECORDER
- 1419.18 SPOT ELEVATION
- WATER METER
- WATER CONTROL VALVE
- FIRE HYDRANT
- DOWN GUY
- FOUND AS NOTED
- POWER POLE
- LIGHT POLE
- STREET LIGHT W/MAST
- ELECTRICAL TRANSFORMER
- ELECTRICAL PULL BOX
- ELECTRICAL METER
- BREAKLINE
- SAN. SEWER MANHOLE
- SEWER CLEANOUT
- IRRIGATION CONTROL VALVE
- BOLLARD
- SIGN
- POSITION OF GEODETIC COORDINATES
- PROPERTY LINE
- PROPERTY LINE (OTHER)
- CENTERLINE EASEMENT LINE
- LEASE LINE
- CHAIN LINK FENCE
- WIRE OR BARBED WIRE FENCE
- OVERHEAD ELECTRIC LINE
- U/G ELECTRIC LINE
- U/G TELECOMMUNICATION LINE
- U/G FIBER OPTIC LINE
- U/G GAS LINE
- SS SANITARY SEWER LINE
- W WATER LINE

LESSEE ACCESS AND UTILITY EASEMENT LEGAL DESCRIPTION
A PORTION OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 1, TOWNSHIP 11 SOUTH, RANGE 25 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, YUMA COUNTY, ARIZONA LYING EAST OF THE EAST MAIN CANAL RIGHT-OF-WAY AND EAST OF U.S. HIGHWAY 95 RIGHT-OF-WAY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 1 FROM WHICH THE SOUTHWEST CORNER OF SAID SECTION 1 BEARS NORTH 89°41'17" WEST A DISTANCE OF 2649.54 FEET; THENCE NORTH 89°41'17" WEST, 1681.04 FEET; THENCE NORTH 21°05'06" WEST, 1016.19 FEET; THENCE NORTH 68°54'54" EAST, 120.23 FEET TO THE POINT OF BEGINNING.

THENCE NORTH 02°19'01" WEST, 241.39 FEET; THENCE NORTH 01°46'57" WEST, 98.60 FEET; THENCE NORTH 09°09'41" WEST, 51.19 FEET; THENCE NORTH 90°00'00" EAST, 4.44 FEET; THENCE SOUTH 00°00'00" EAST, 19.35 FEET; THENCE NORTH 90°00'00" EAST, 6.00 FEET; THENCE NORTH 00°00'00" EAST, 19.35 FEET; THENCE NORTH 90°00'00" EAST, 30.53 FEET; THENCE NORTH 00°00'00" EAST, 12.00 FEET; THENCE NORTH 90°00'00" WEST, 55.06 FEET; THENCE SOUTH 09°09'41" EAST, 64.51 FEET; THENCE SOUTH 01°46'57" EAST, 97.88 FEET; THENCE SOUTH 02°19'01" EAST, 240.88 FEET; THENCE SOUTH 89°37'42" WEST, 12.00 FEET TO THE POINT OF BEGINNING.

LESSEE LEASE AREA LEGAL DESCRIPTION
A PORTION OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 1, TOWNSHIP 11 SOUTH, RANGE 25 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, YUMA COUNTY, ARIZONA LYING EAST OF THE EAST MAIN CANAL RIGHT-OF-WAY AND EAST OF U.S. HIGHWAY 95 RIGHT-OF-WAY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 1 FROM WHICH THE SOUTHWEST CORNER OF SAID SECTION 1 BEARS NORTH 89°41'17" WEST A DISTANCE OF 2649.54 FEET; THENCE NORTH 89°41'17" WEST, 1681.04 FEET; THENCE NORTH 21°05'06" WEST, 1016.19 FEET; THENCE NORTH 68°54'54" EAST, 120.23 FEET TO THE POINT OF BEGINNING.

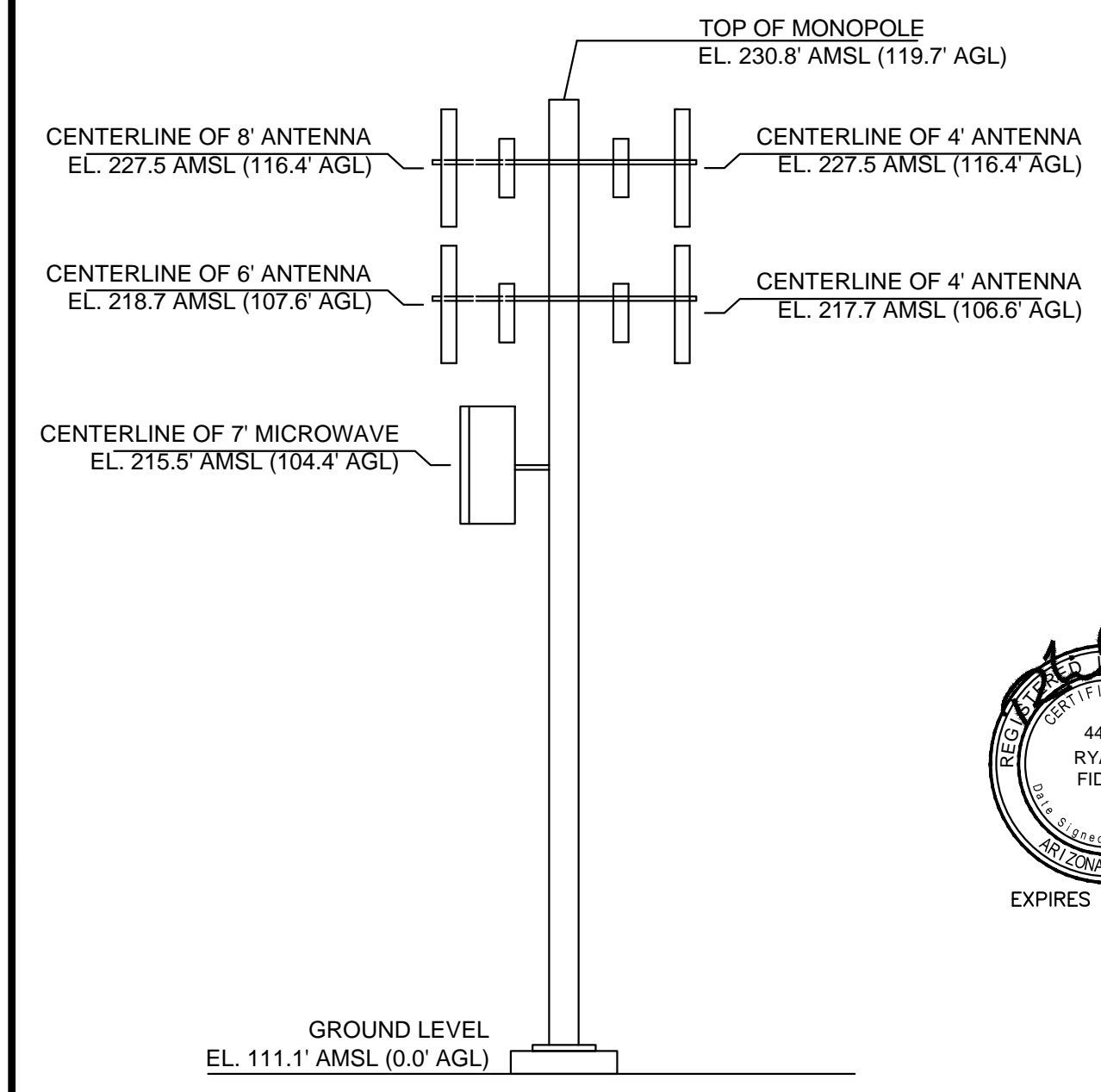
THENCE NORTH 02°19'01" WEST, 241.39 FEET; THENCE NORTH 01°46'57" WEST, 98.60 FEET; THENCE NORTH 09°09'41" WEST, 51.19 FEET; THENCE NORTH 90°00'00" EAST, 4.44 FEET; THENCE SOUTH 00°00'00" EAST, 19.35 FEET; THENCE NORTH 90°00'00" EAST, 6.00 FEET; THENCE NORTH 00°00'00" EAST, 19.35 FEET; THENCE NORTH 90°00'00" EAST, 30.53 FEET TO THE POINT OF BEGINNING.

THENCE SOUTH 00°00'00" EAST, 6.00 FEET; THENCE NORTH 90°00'00" EAST, 22.00 FEET; THENCE NORTH 00°00'00" EAST, 42.00 FEET; THENCE NORTH 90°00'00" WEST, 22.00 FEET; THENCE SOUTH 00°00'00" EAST, 36.00 FEET TO THE POINT OF BEGINNING.

| LINE | LENGTH | BEARING |
|------|--------|----------------|
| L22 | 241.39 | N2° 19' 01" W |
| L23 | 98.60 | N1° 46' 57" W |
| L24 | 51.19 | N9° 09' 41" W |
| L25 | 4.44 | N90° 00' 00" E |
| L26 | 19.35 | S0° 00' 00" E |
| L27 | 6.00 | N90° 00' 00" E |
| L28 | 19.35 | N0° 00' 00" E |
| L29 | 30.53 | N90° 00' 00" E |
| L30 | 12.00 | N0° 00' 00" E |
| L31 | 55.06 | N90° 00' 00" W |
| L32 | 64.51 | S9° 09' 41" E |
| L33 | 97.88 | S1° 46' 57" E |
| L34 | 240.88 | S2° 19' 01" E |
| L35 | 12.00 | S89° 37' 42" E |
| L36 | 6.00 | S0° 00' 00" E |
| L37 | 22.00 | N90° 00' 00" E |
| L38 | 42.00 | N0° 00' 00" E |
| L39 | 22.00 | N90° 00' 00" W |
| L40 | 36.00 | S0° 00' 00" E |

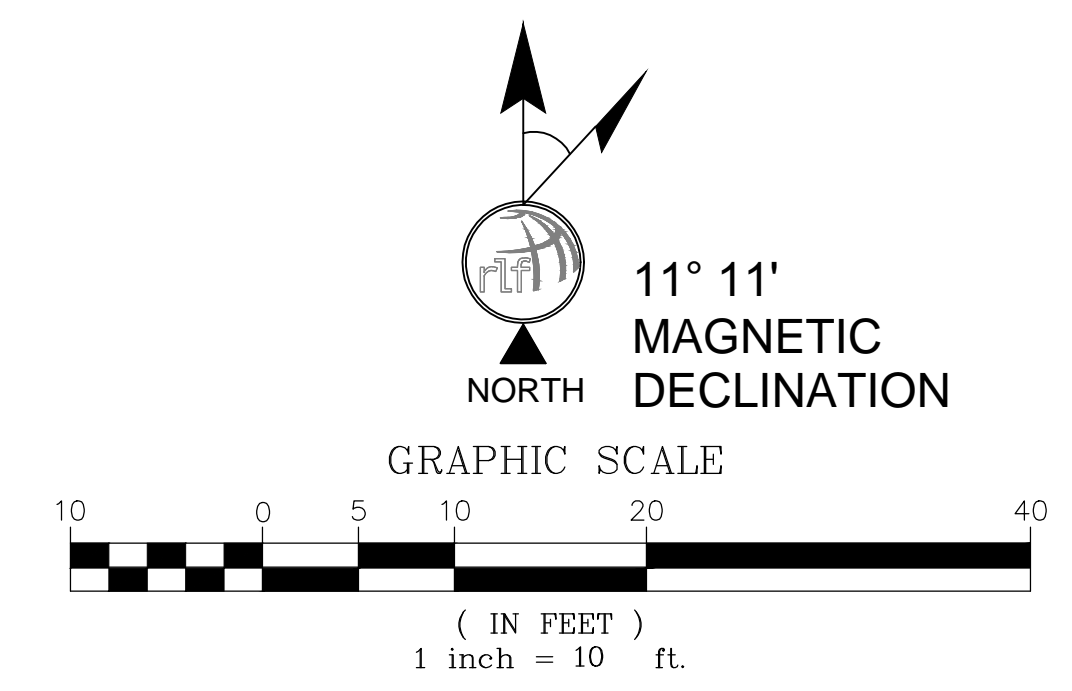
LESSOR'S LEGAL DESCRIPTION
THE SOUTH 468.72 FEET OF THE WEST HALF OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 1, TOWNSHIP 11 SOUTH, RANGE 25 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, YUMA COUNTY, ARIZONA LYING EAST OF THE EAST MAIN CANAL RIGHT-OF-WAY AND EAST OF U.S. HIGHWAY 95 RIGHT-OF-WAY.

- SCHEDULE B EXCEPTIONS**
5. AN EASEMENT FOR INGRESS AND EGRESS AND UTILITIES AND ALL OTHER MATTERS AS SET FORTH THEREIN, RECORDED IN DOCKET 1167, PAGE 979 AND RECORDED IN DOCKET 1167, PAGE 980 OF OFFICIAL RECORDS.
 8. AN UNRECORDED LEASE DATED DECEMBER 18, 2002, EXECUTED BY AS JAVIER DE SANTIAGO AND NORA DE SANTIAGO, HUSBAND AND WIFE AS LESSOR AND AT&T WIRELESS PCS, LLC, A DELAWARE LIMITED LIABILITY COMPANY AS LESSEE, AS DISCLOSED BY A(N) MEMORANDUM OF LEASE RECORDED AS FEE NO. 2003-02041 OF OFFICIAL RECORDS.



MONOPOLE DETAIL
SCALE: N.T.S.

POSITION OF GEODETIC COORDINATES
LATITUDE 32° 29' 56.276" NORTH (NAD83)
LONGITUDE 114° 47' 04.802" WEST (NAD83)
ELEVATION @ GROUND= 110.5' (NAVD88)



REUSE OF DOCUMENT
THE IDEAS & DESIGN INCORPORATED HEREON, AS AN INSTRUMENT OF PROFESSIONAL SERVICE, IS NOT TO BE USED FOR ANY OTHER PROJECT WITHOUT WRITTEN AUTHORIZATION OF RLF CONSULTING, LLC.

| | |
|-------------|---------|
| FIELD BY: | JMM |
| DRAWN BY: | RJG/PAS |
| CHECKED BY: | RLF |

| REVISIONS | | |
|-----------|----------|-------------|
| NO. | DATE | DESCRIPTION |
| 2 | 02/25/15 | FINAL |
| 1 | 02/13/15 | PRELIMINARY |

PROJECT No.
09006793

SITE NAME:
AZ4 ESCARAMUJO

SITE ADDRESS:
**22625 HIGHWAY 95
SAN LUIS, AZ 85349**

SHEET TITLE:
SITE SURVEY

| | |
|--------------------------|-----------|
| SHEET NO. LS-1 | REVISION: |
|--------------------------|-----------|

466.72

N0° 26' 35"E
2641.35'

1320.67'

N89° 33' 25"W
514.01'

N89° 37' 42"W
147.07'

N89° 33' 25"W
557.72'

N89° 37' 42"W
103.69'

NEW MONOPOLE SETBACKS TO PROPERTY LINE

NORTH ± 48'-10"
SOUTH ± 419'-11"
WEST ± 91'-3"
EAST ± 55'-0"

* SETBACKS ARE DERIVED FROM A TOPOGRAPHIC SURVEY PERFORMED BY A REGISTERED LAND SURVEYOR

EXISTING ACCESS EASEMENT, TO REMAIN IN PLACE

SEE ENLARGED PLAN ON SHEET Z-2

EXISTING EAST MAIN CANAL

HIGHWAY U.S. 95

PROPOSED LESSEE ACCESS / UTILITY EASEMENT

APN: 775-21-023
ZONING: MHS



1 SITE PLAN

SCALE: 1" = 30'-0"

SCALE: 1" = 30'-0"

EXISTING 6'-0" HIGH CHAIN LINK FENCE, TO REMAIN IN PLACE
EXISTING ICE BRIDGE, TO REMAIN IN PLACE
EXISTING 119'-10" HIGH MONOPOLE, TO REMAIN IN PLACE

EXISTING H-FRAME, TO REMAIN IN PLACE

PROPOSED LESSEE ANTENNA ARRAY MOUNTED TO PROPOSED LESSEE MONOPOLE, SEE Z-2 SHEET FOR ANTENNA CONFIGURATION

PROPOSED LESSEE EQUIPMENT SHELTER

EXISTING ACCESS EASEMENT, TO REMAIN IN PLACE

EXISTING 9'-8" BUILDING

EXISTING 10'-2" BUILDING

EXISTING 10'-2" BUILDING

PROPERTY LINE

CLIENT

verizon wireless

126 W. GEMINI DR.
TEMPE, AZ 85283

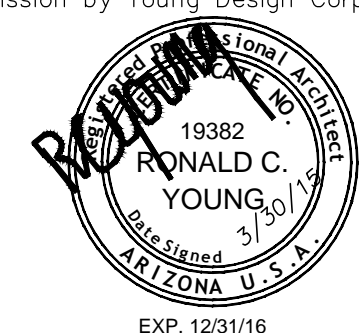
| | |
|------------------------|------|
| INTERNAL REVIEW | DATE |
| CONSTRUCTION SIGNATURE | |
| RF SIGNATURE | |
| FACILITIES SIGNATURE | |
| REAL ESTATE SIGNATURE | |

PLANS PREPARED BY

young design corp

architecture / project management
10245 E. Via Linda, Scottsdale, AZ 85258
ph: 480 451 9609 fax: 480 451 9608
e mail: corporate@ydcoffice.com

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PRELIMINARY UNLESS SIGNED

| NO. | DATE | DESCRIPTION |
|-----|-----------|-------------------------|
| 1 | 2/24/2015 | PRELIMINARY REVIEW ZD'S |
| 2 | 3/30/2015 | SUBMITTAL ZD'S |

ARCHITECTS JOB NO.
YDC-6224

PROJECT INFORMATION

AZ4_ESCARAMUJO

22625 HIGHWAY 95
SAN LUIS, AZ 85349

SHEET TITLE
SITE PLAN

JURISDICTION APPROVAL

SHEET NUMBER
Z-1

| COAXIAL CABLE TABLE | | | | | |
|---------------------|---------|------------|------|--------|-------------------|
| SECTOR | AZIMUTH | CENTERLINE | QTY. | SIZE | TYPE |
| ALPHA | 5° | 96'-0" | - | - | - |
| BETA | 105° | 96'-0" | - | - | - |
| GAMMA | 270° | 96'-0" | - | - | - |
| - | N/A | 96'-0" | 2 | 1-5/8" | 6X12 HYBRID CABLE |

NOTE:
ALL AZIMUTHS ARE SHOWN RELATIVE TO TRUE NORTH,
UNLESS NOTED OTHERWISE

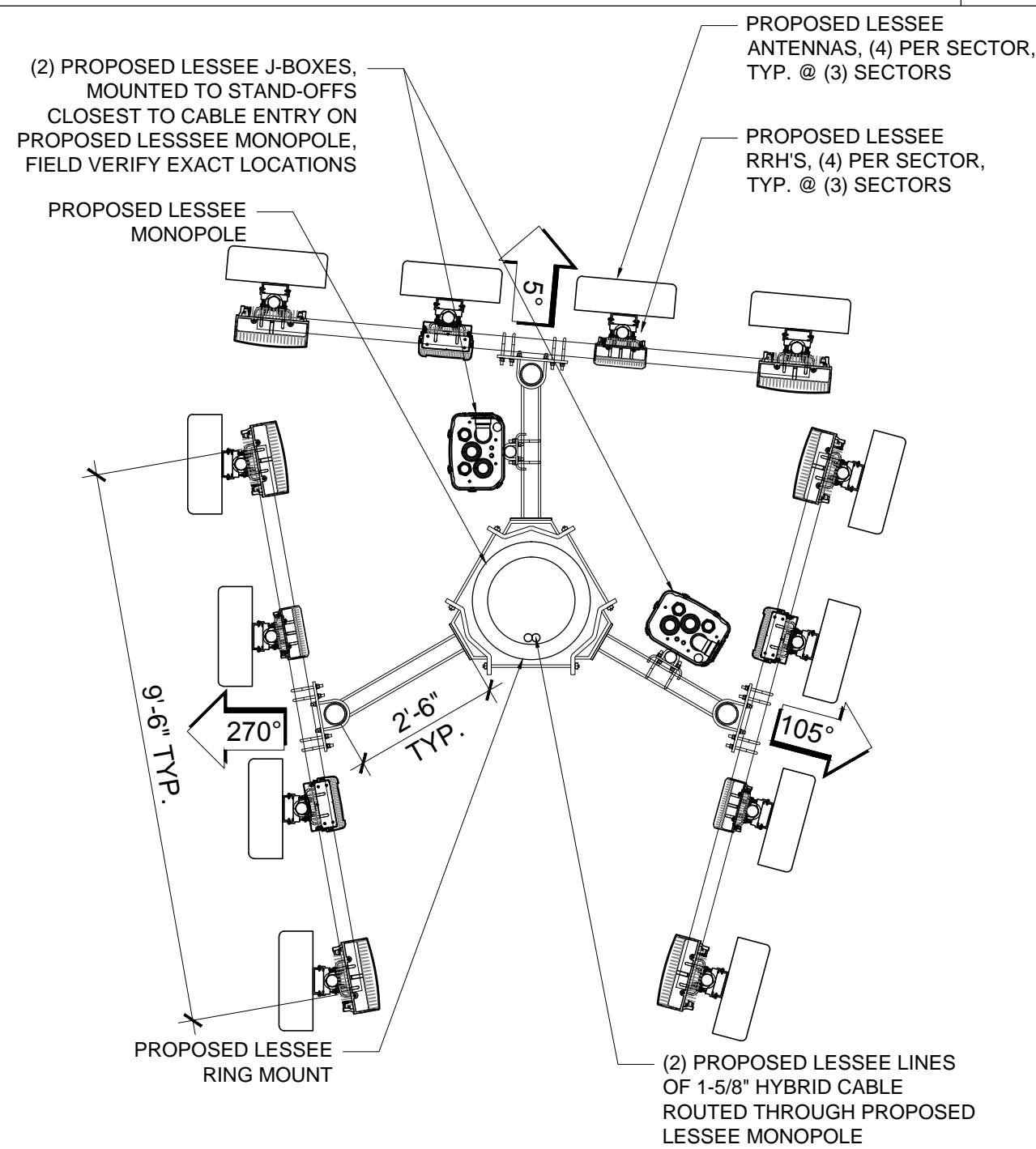
*IT SHALL BE THE CONTRACTORS RESPONSIBILITY TO VERIFY
AZIMUTHS DEPICTED HEREIN WITH RF DEPARTMENT PRIOR
TO INSTALLING ANTENNAS.

COAX CABLE INFORMATION

7

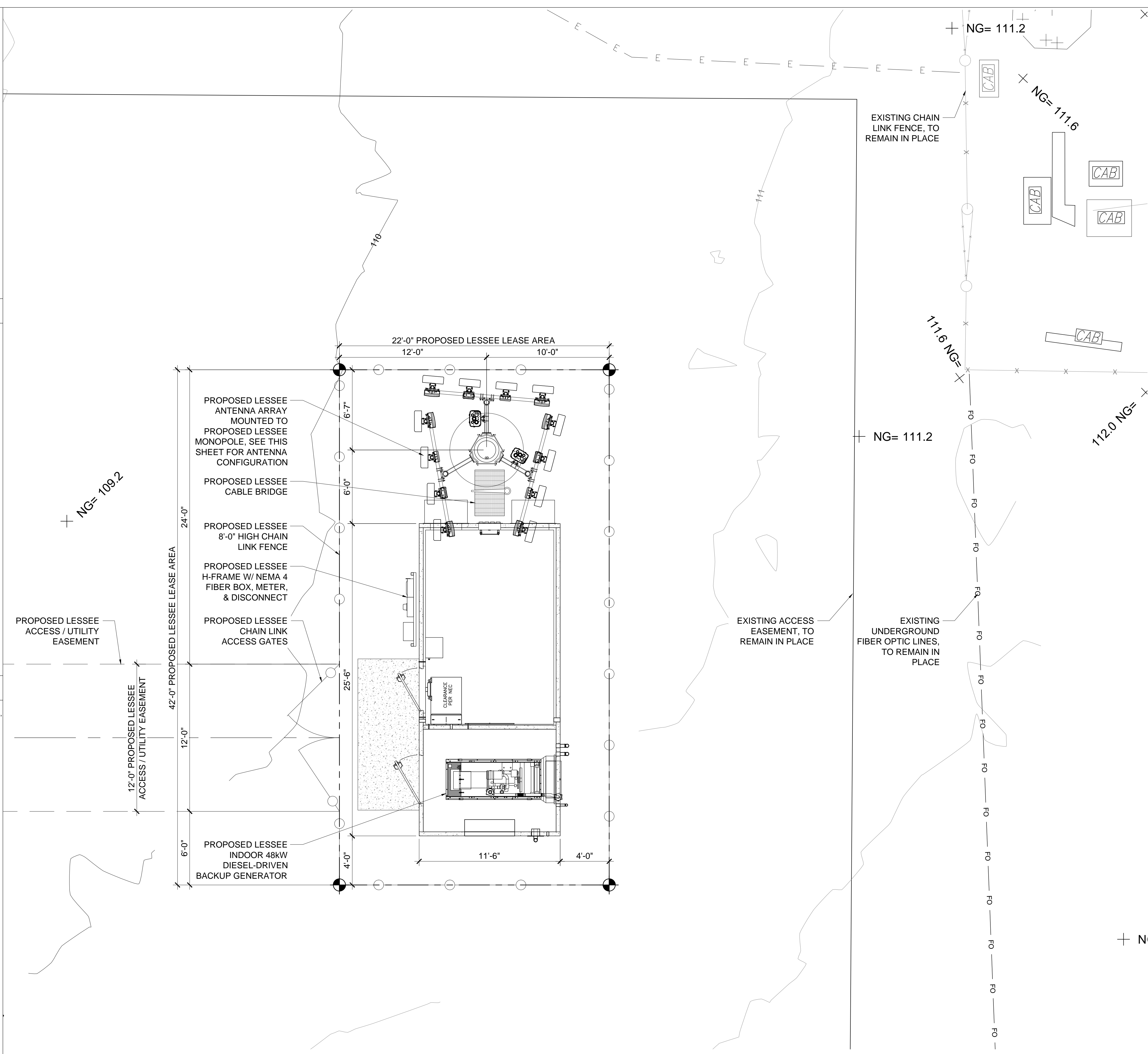
NOT USED

6



NEW ANTENNA CONFIG - 96' CL

5



CLIENT

verizon wireless

126 W. GEMINI DR.
TEMPE, AZ 85283

| | |
|------------------------|------|
| INTERNAL REVIEW | DATE |
| CONSTRUCTION SIGNATURE | |
| RF SIGNATURE | |
| FACILITIES SIGNATURE | |
| REAL ESTATE SIGNATURE | |

PLANS PREPARED BY

young design corp

architecture / project management
10245 E. Via Linda, Scottsdale, AZ 85258
ph: 480 451 9609 fax: 480 451 9608
e mail: corporate@ydcoffice.com

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19382
RONALD C. YOUNG
Professional Engineer
EXPIRES 12/31/16

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PRELIMINARY UNLESS SIGNED

| NO. | DATE | DESCRIPTION |
|-----|-----------|-------------------------|
| 1 | 2/24/2015 | PRELIMINARY REVIEW ZD'S |
| 2 | 3/30/2015 | SUBMITTAL ZD'S |

ARCHITECTS JOB NO.
YDC-6224

PROJECT INFORMATION

AZ4_ESCARAMUJO

22625 HIGHWAY 95
SAN LUIS, AZ 85349


SHEET TITLE
**ENLARGED SITE PLAN
SITE DETAILS**

JURISDICTION APPROVAL

SHEET NUMBER
Z-2

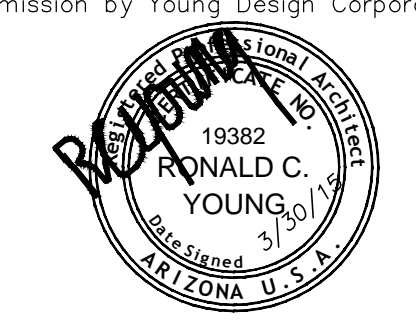
| | |
|------------------------|------|
| INTERNAL REVIEW | DATE |
| CONSTRUCTION SIGNATURE | |
| RF SIGNATURE | |
| FACILITIES SIGNATURE | |
| REAL ESTATE SIGNATURE | |

PLANS PREPARED BY



architecture / project management
 10245 E. Via Linda, Scottsdale, AZ 85258
 ph: 480 451 9609 fax: 480 451 9608
 e mail: corporate@ydcoffice.com

SEAL



19382
 RONALD C. YOUNG
 3/1/01
 AZ
 ENGINEER
 EXP. 12/31/16

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PRELIMINARY UNLESS SIGNED

| NO. | DATE | DESCRIPTION |
|-----|-----------|-------------------------|
| 1 | 2/24/2015 | PRELIMINARY REVIEW ZD'S |
| 2 | 3/30/2015 | SUBMITTAL ZD'S |

ARCHITECTS JOB NO.
YDC-6224

PROJECT INFORMATION

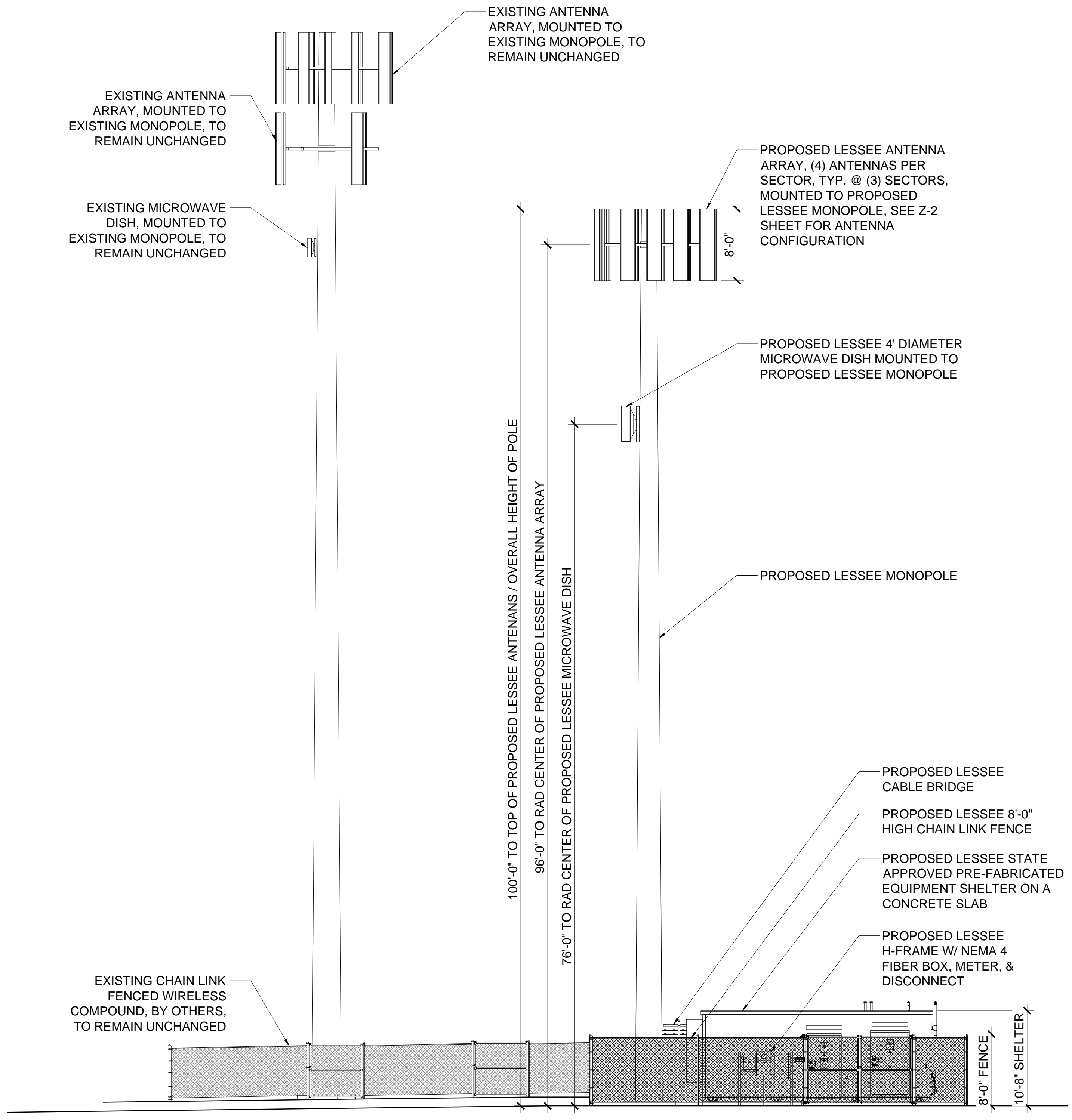
AZ4_ESCARAMUJO

22625 HIGHWAY 95
 SAN LUIS, AZ 85349

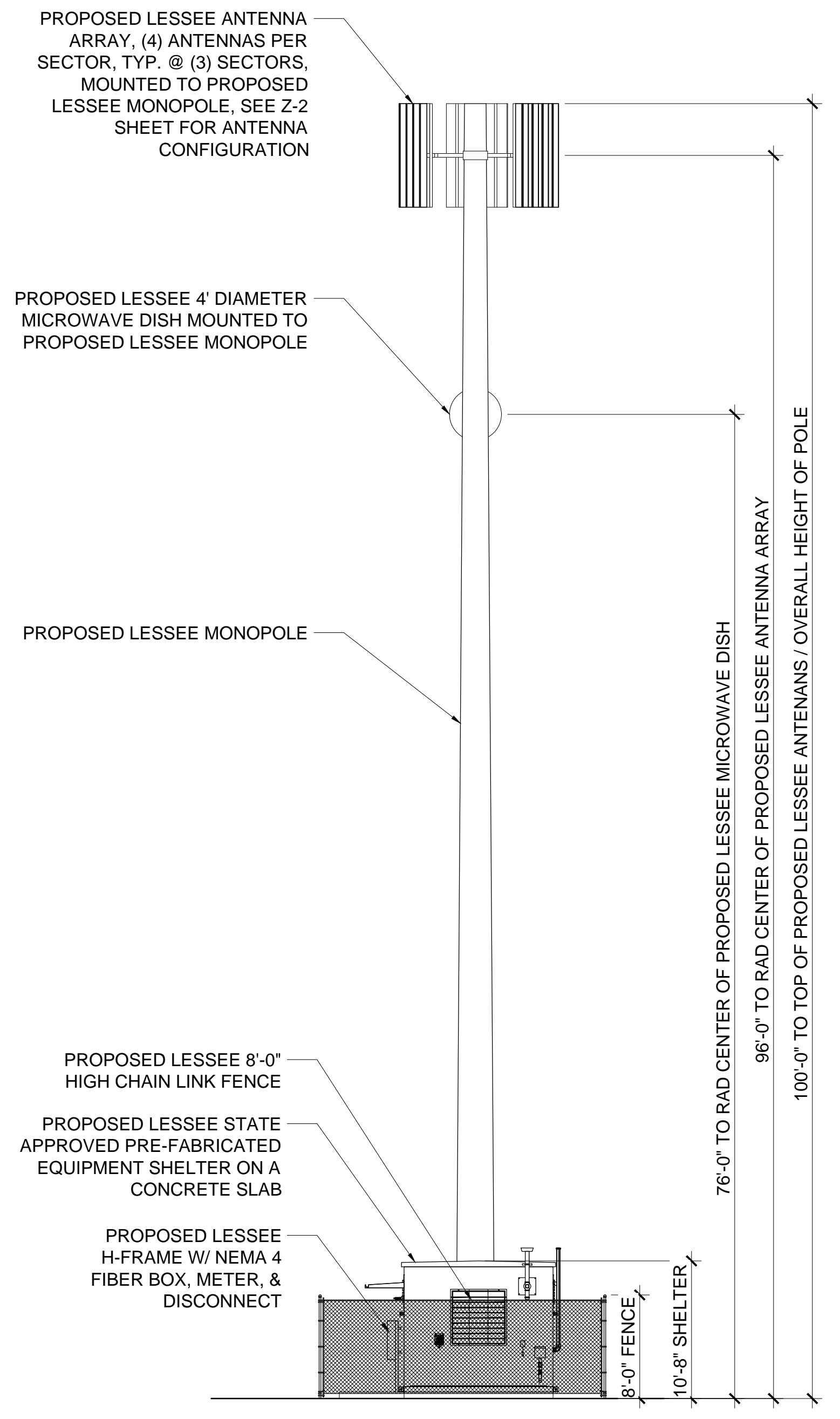
SHEET TITLE
ELEVATIONS

JURISDICTION APPROVAL

SHEET NUMBER
Z-3



2 NEW WEST ELEVATION
 Z-3 SCALE: 1/4" = 1'-0"

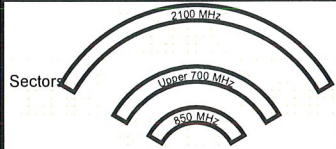


1 NEW SOUTH ELEVATION
 Z-3 SCALE: 1/4" = 1'-0"


VZW Current Coverage w/ future site AZ4 ESCARAMUJO OFF AIR
 YELLOW -----> Good Indoors / Good Outdoors Coverage
 BLUE -----> Marginal Indoors / Good Outdoors Coverage
 WHITE -----> Marginal Indoors / Marginal Outdoors Coverage

Session: Escaramujo_Maps
 User: Iteixid
 Mon Mar 9 20:22:26 2015
 UTM Zone 12
 Datum: NAD83
 Center Lat: 32-30-16.85 N
 Center Lon: 114-47-17.09 W

-  county_boundary
-  az_light_duty_road
-  az_collector_road
-  az_arterial_road
-  az_secondary_highway
-  az_major_highway

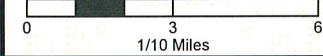


Cells
 Lbl: Cell Name

-  major_highway

LTE RL OPL

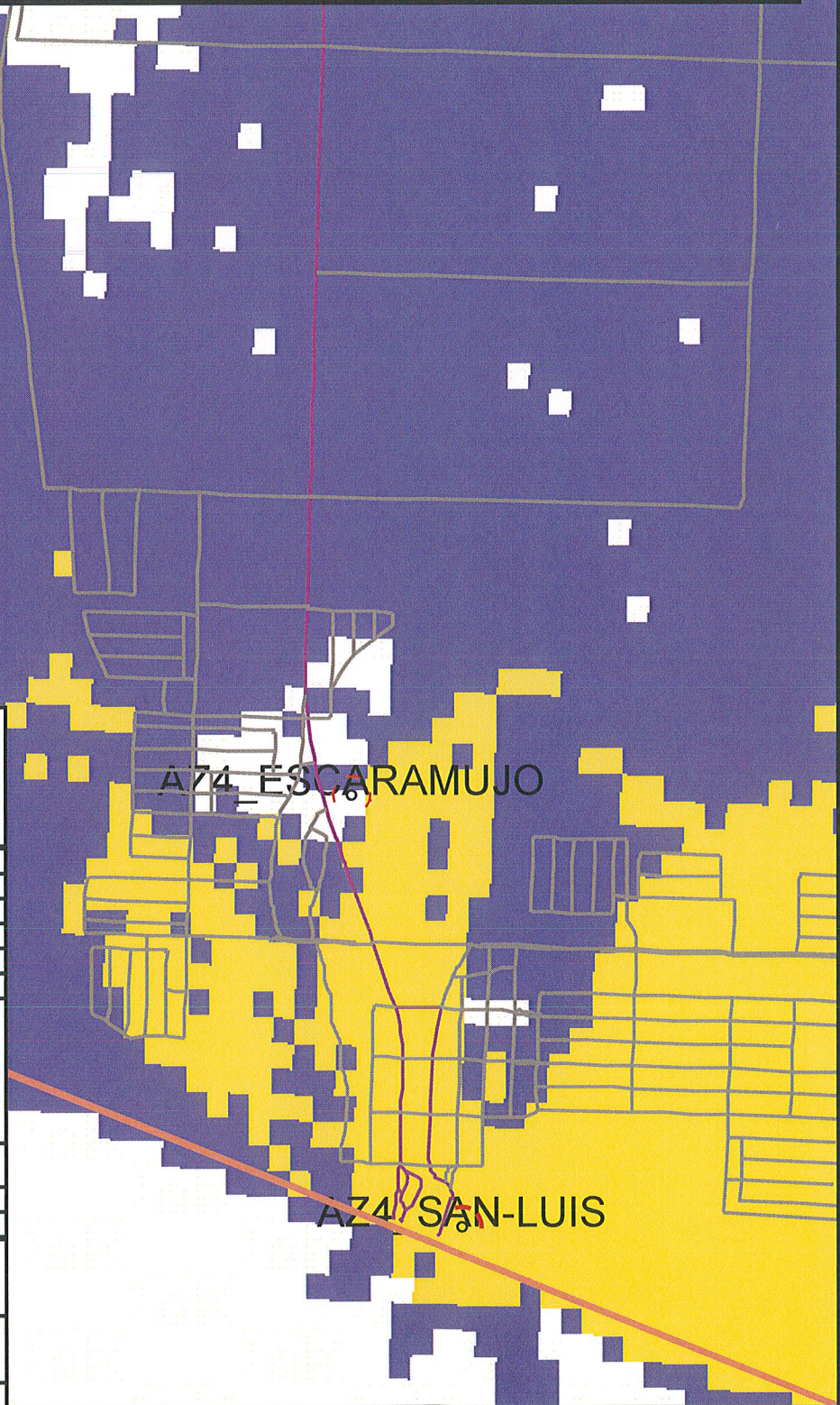
Scale: 1:24000



verizonwireless







GeoPlan v6.6.5

Proprietary and Confidential

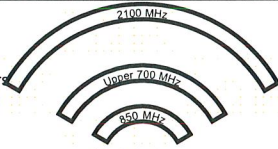


VZW Expected Coverage w/ future site AZ4 ESCARAMUJO ON AIR
 YELLOW -----> Good Indoors / Good Outdoors Coverage
 BLUE -----> Marginal Indoors / Good Outdoors Coverage
 WHITE -----> Marginal Indoors / Marginal Outdoors Coverage

Session: Escaramujo_Maps
 User: lteixid
 Mon Mar 9 20:24:41 2015
 UTM Zone 12
 Datum: NAD83
 Center Lat: 32-30-16.85 N
 Center Lon: 114-47-17.09 W


-  county_boundary
-  az_light_duty_road
-  az_collector_road
-  az_arterial_road
-  az_secondary_highway
-  az_major_highway

Sectors



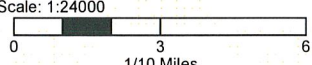
Cells

Lbl: Cell Name

-  major_highway

LTE RL OPL

Scale: 1:24000

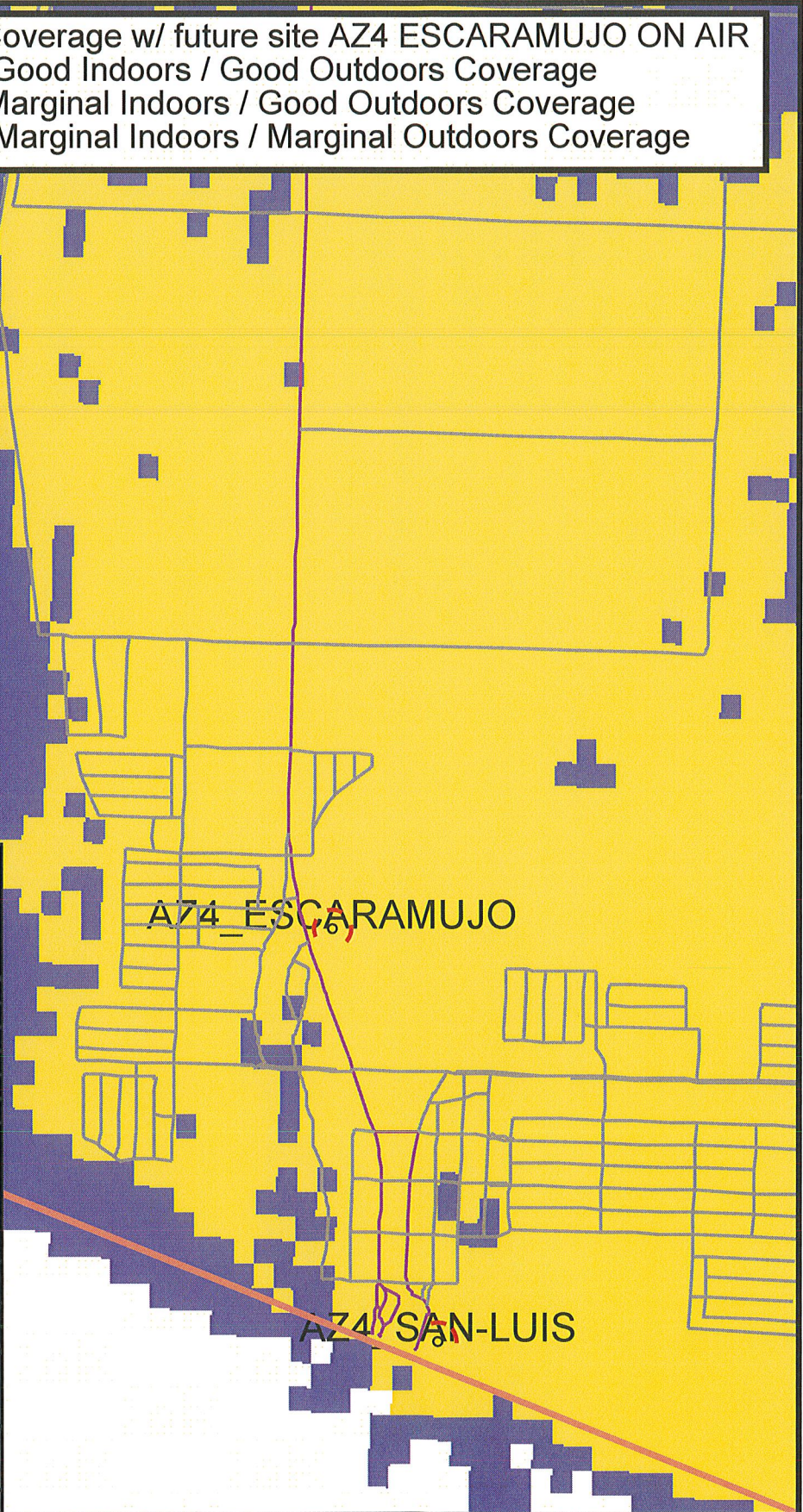


1/10 Miles

verizonwireless

GeoPlan v6.6.5

Proprietary and Confidential





May 7, 2015

CONDITIONAL USE PERMIT CASE NUMBER: 2015-0126

CASE SUMMARY: A request by Michelle Lamoureux, Pinnacle Consulting applicant representative of Verizon Wireless Communication (Applicant) on behalf of Javier De Santiago, owner, for a Conditional Use Permit as per Article 2-6 Chapter 7 Section 7.2 –C.8 of the City of San Luis Zoning Ordinance to allow the construction and operation of a 100’ tall monopole to expand coverage for both voice and data in a Community Commercial (C-2) zoning district, Assessor’s Parcel No. 775-21-023, located on 1063 E Main Street, San Luis Arizona.

PUBLIC HEARING: JUNE 9, 2015

COMMENTS DUE: MAY 18, 2015

Your comments on this case will help us prepare an accurate and timely staff report. Your comments on this case will be inserted “as is” into the staff report with your name, department, and telephone number, should the applicant have any questions. Your comments are a public record and will be available to the public, media, and the applicant, in addition to the Commission hearing on this case. Please complete the section below and return via e-mail. For additional information please contact me at 341-8563, extension 2013, or at Jstarkey@cityofsanluis.org.

Thank you,
John Starkey
Zoning Administrator

Attachment: Location Map, Site Picture & Site Plan

.....
 COMMENTS NO COMMENTS

Enter Comments below:

Our Operations department reviewed this tower for height considerations and do not have a problem with a 100' monopole at the site. However, there were no frequencies given for this tower. The 1710-1755 MHz frequency range is protected for MCAS Yuma at this time and that frequency band should not be used since it may cause interference. It is requested that once the frequencies are known that MCAS Yuma be given the opportunity to review and provide further comments.

It is requested that the tower be lit with a red blinking light or in accordance with Federal Aviation Administration (FAA) lighting guidance. It is also requested that FAA Form 7460-1 be completed to notify the FAA of the construction of a tower in the vicinity of a military airport. Thank you for the opportunity to comment. If you have any questions, please let me know.

Date: 5/18/2015

Agency: Paula L. Backs, MCAS YUMA AZ

Phone: (928) 269-2103

Return to: rpacheco@cityofsanluis.org

Roman Pacheco

From: Backs CIV Paula L <paula.backs@usmc.mil>
Sent: Wednesday, June 3, 2015 7:55 AM
To: Roman Pacheco
Cc: Jose A. Guzman
Subject: RE: Comments/ AZ4 Escaramujo

Roman- There should be no concerns from MCAS Yuma, as long as, the antennas using the 1715-1730 MHZ frequencies are not used at this time. Please let me know if there are any changes to this request. Thank you for the opportunity to comment.

Paula

Paula L. Backs
Community Liaison Specialist
Community Planning and Liaison Office
Box 99106
Marine Corps Air Station
Yuma, AZ 85369-9106
(928) 269-2103 Work Phone
(928) 269-3259 Work Fax

-----Original Message-----

From: Roman Pacheco [mailto:RPacheco@cityofsanluis.org]
Sent: Tuesday, June 02, 2015 7:38 AM
To: Backs CIV Paula L
Cc: Jose A. Guzman
Subject: FW: Comments/ AZ4 Escaramujo

As requested. See information below.

Thanks.

From: Michelle Lamoureux [mailto:michelle.lamoureux@pinnacleco.net]
Sent: Monday, June 1, 2015 4:21 PM
To: Roman Pacheco
Subject: FW: Comments/ AZ4 Escaramujo

Please see comments below as required for MCAS.

Thank you,

Michelle Lamoureux

Pinnacle Consulting, Inc

1426 N Marvin St, Suite 101

Gilbert, AZ 85233

M: 480-907-4265

O:480-664-9588 ext. 230

F: 480-664-9850

E: michelle.lamoureux@pinnacleco.net <mailto:michelle.lamoureux@pinnacleco.net>

Pinnacle logo - 2

From: Teixido, Liber [mailto:Liber.Teixido@VerizonWireless.com]

Sent: Friday, May 22, 2015 3:48 PM

To: Michelle Lamoureux

Cc: Dalpe, Cherry Lynn

Subject: RE: Comments/ AZ4 Escaramujo

Michelle,

See below for the frequencies we for sure plan on using at our future site AZ4 Escaramujo. Although we will be mounting AWS/PCS capable antennas on position 2 and 3 of each sector, they will remain unused due to a restriction imposed by Department of Defense. We have an internal VZW group currently working with DoD to try to come to an agreement in this matter. They have been running test with DoD. We are the licenses of AWS "A2B" block (Tx= 2115-2130 MHz; Rx = 1715-1730 MHz) in this market; However, we won't be using any of these frequencies until we get full approval from the Department of Defense. I hope this clarifies our intentions at this site.

Summary of frequencies we will use

Transmit Frequency Range = [869-894] & [746-757] MHz ---> Max Transmit Power = 480 Watts per sector (360 Watts Cellular + 120 Watts LTE)

Receive Frequency Range = [824-849] & [776-787] MHz

At each sector: position 1 (850AB), position 2 (temporarily unused), position 3 (temporarily unused/future AWS), position 4 (U700C LTE)

See below for center frequencies and their respective ERPs :

850 Cellular "A" & "B" (CDMA) ---> 18 CDMA carriers

Transmit Frequency Range = [869-894] MHz

Receive Frequency Range = [824-849] MHz

850 Center Frequencies for transmit:

F0 = 879.72 MHz (1.25 MHz bandwidth, ERP<=500 Watts per FCC Rules)

F1 = 881.52 MHz (1.25 MHz bandwidth, ERP<=500 Watts per FCC Rules)

F2 = 882.75 MHz (1.25 MHz bandwidth, ERP<=500 Watts per FCC Rules)

F3 = 883.98 MHz (1.25 MHz bandwidth, ERP<=500 Watts per FCC Rules)

F4 = 885.21 MHz (1.25 MHz bandwidth, ERP<=500 Watts per FCC Rules)

F5 = 886.44 MHz (1.25 MHz bandwidth, ERP<=500 Watts per FCC Rules)

F6 = 887.67 MHz (1.25 MHz bandwidth, ERP<=500 Watts per FCC Rules)

F7 = 888.90 MHz (1.25 MHz bandwidth, ERP<=500 Watts per FCC Rules)

F8 = 893.10 MHz (1.25 MHz bandwidth, ERP<=500 Watts per FCC Rules)

F12 = 878.49 MHz (1.25 MHz bandwidth, ERP<=500 Watts per FCC Rules)

F13 = 877.26 MHz (1.25 MHz bandwidth, ERP<=500 Watts per FCC Rules)

F14 = 876.03 MHz (1.25 MHz bandwidth, ERP<=500 Watts per FCC Rules)

F15 = 874.80 MHz (1.25 MHz bandwidth, ERP<=500 Watts per FCC Rules)

F16 = 873.57 MHz (1.25 MHz bandwidth, ERP<=500 Watts per FCC Rules)

F17 = 872.34 MHz (1.25 MHz bandwidth, ERP<=500 Watts per FCC Rules)

Roman Pacheco

From: Quamen, Nicole <nquamen@usbr.gov>
Sent: Wednesday, May 20, 2015 2:32 PM
To: Roman Pacheco
Cc: Anna Pinnell
Subject: Re: Request for Comments for CUP Case No. 2015-0126 Verizon Wireless Tower
Attachments: 35-303-0647.tif; SF299-09b.pdf

Hello Roman,

In response to your incoming request via email, sent to Mrs. Anna Pinnell, for the City of San Luis to provide comments for the Conditional Use Permit as per Article 2-6 Chapter 7 Section 7.2 - C.8 of the City of San Luis Zoning Ordinance, to allow the construction and operation of a 100' tall monopole (Monopole) to expand coverage for both voice and data in a Community Commercial zoning district, on Assessor's Parcel No. 775-21-023, located at 1063 N. Main Street, San Luis, Arizona.

According to the design plans entitled "AZ4_ESCARAMUJO" issued by Verizon Wireless, the proposed Monopole appears to be located within Reclamation's Federally withdrawn and rights-of-way lands for the East Main Canal, located within the W1/2NW1/4SW1/4, sec. 1, T. 11 S., R. 25 W., G&SRM, AZ. Please advise if Verizon has received authorization for the existing monopole located northwest of the proposed site.

For your reference, attached is a Reclamation rights-of-way map for sec. 1, T. 11 S., R. 25 W., G&SRM, AZ. Should the proposed project reach the development stage, Reclamation will require Verizon to submit an "Application for Transportation and Utility Systems and Facilities on Federal Lands Standard Form 299" (attached) in order to cross and/or use Reclamation lands for the proposed Monopole.

Please contact Mrs. Pinnell, Lands Team Leader, at telephone No. 928-343-8514 or via email at apinnell@usbr.gov, to discuss further.

Thanks,

*Nicole Quamen
Realty Specialist
Bureau of Reclamation
Yuma Area Office
Ph: 928-343-8242
Fax: 928-343-8405
email: nquamen@usbr.gov*

On Wed, May 20, 2015 at 1:52 PM, Pinnell, Anna <apinnell@usbr.gov> wrote:

Anna Pinnell

Lands Team Lead/Realty Officer
U.S. Dept. of the Interior
Bureau of Reclamation | Yuma Area Office
Phone: 928-343-8514 | Fax: 928-343-8405
Email: apinnell@usbr.gov

----- Forwarded message -----

From: **Roman Pacheco** <RPacheco@cityofsanluis.org>
Date: Thu, May 7, 2015 at 12:20 PM
Subject: Request for Comments for CUP Case No. 2015-0126 Verizon Wireless Tower
To:

Good Afternoon-

Please find attached request for comment form, location map, site picture and site plan of subject property for your review. If you have any questions concerning this request, please contact the office of Development Services.

Thanks.

Roman Pacheco

Planning Technician

Development Services Department

City of San Luis

1090 E. Union Street | P.O. Box 3750

San Luis, Arizona 85349

928.341.8563 Ext. 2047

928.341.8599 Fax

www.cityofsanluis.org

**APPLICATION FOR TRANSPORTATION AND
 UTILITY SYSTEMS AND FACILITIES
 ON FEDERAL LANDS**

FORM APPROVED
 OMB Control Number: 0596-0082
 Expiration Date: 1/31/2017

FOR AGENCY USE ONLY

NOTE: Before completing and filing the application, the applicant should completely review this package and schedule a preapplication meeting with representatives of the agency responsible for processing the application. Each agency may have specific and unique requirements to be met in preparing and processing the application. Many times, with the help of the agency representative, the application can be completed at the preapplication meeting.

| | | |
|--|--|--------------------------|
| 1. Name and address of applicant <i>(include zip code)</i> | 2. Name, title, and address of authorized agent if different from item 1 <i>(include zip code)</i> | Application Number |
| | | Date Filed |
| | | 3. Telephone (area code) |
| | | Applicant |
| | | Authorized Agent |

| | |
|---|--|
| 4. As applicant are you? <i>(check one)</i> | 5. Specify what application is for: <i>(check one)</i> |
| a. <input type="checkbox"/> Individual b. <input type="checkbox"/> Corporation* c. <input type="checkbox"/> Partnership/Association* d. <input type="checkbox"/> State Government/State Agency e. <input type="checkbox"/> Local Government f. <input type="checkbox"/> Federal Agency | a. <input type="checkbox"/> New authorization b. <input type="checkbox"/> Renewing existing authorization No. c. <input type="checkbox"/> Amend existing authorization No. d. <input type="checkbox"/> Assign existing authorization No. e. <input type="checkbox"/> Existing use for which no authorization has been received * f. <input type="checkbox"/> Other* |
| <i>* If checked, complete supplemental page</i> | <i>* If checked, provide details under item 7</i> |

6. If an individual, or partnership are you a citizen(s) of the United States? Yes No

7. Project description (describe in detail): (a) Type of system or facility, (e.g., canal, pipeline, road); (b) related structures and facilities; (c) physical specifications (Length, width, grading, etc.); (d) term of years needed; (e) time of year of use or operation; (f) Volume or amount of product to be transported; (g) duration and timing of construction; and (h) temporary work areas needed for construction (Attach additional sheets, if additional space is needed.)

8. Attach a map covering area and show location of project proposal

9. State or Local government approval: Attached Applied for Not Required

10. Nonreturnable application fee: Attached Not required

11. Does project cross international boundary or affect international waterways? Yes No *(if "yes," indicate on map)*

12. Give statement of your technical and financial capability to construct, operate, maintain, and terminate system for which authorization is being requested.

13a. Describe other reasonable alternative routes and modes considered.

b. Why were these alternatives not selected?

c. Give explanation as to why it is necessary to cross Federal Lands.

14. List authorizations and pending applications filed for similar projects which may provide information to the authorizing agency. (Specify number, date, code, or name)

15. Provide statement of need for project, including the economic feasibility and items such as: (a) cost of proposal (construction, operation, and maintenance); (b) estimated cost of next best alternative; and (c) expected public benefits.

16. Describe probable effects on the population in the area, including the social and economic aspects, and the rural lifestyles.

17. Describe likely environmental effects that the proposed project will have on: (a) air quality; (b) visual impact; (c) surface and ground water quality and quantity; (d) the control or structural change on any stream or other body of water; (e) existing noise levels; and (f) the surface of the land, including vegetation, permafrost, soil, and soil stability.

18. Describe the probable effects that the proposed project will have on (a) populations of fish, plantlife, wildlife, and marine life, including threatened and endangered species; and (b) marine mammals, including hunting, capturing, collecting, or killing these animals.

19. State whether any hazardous material, as defined in this paragraph, will be used, produced, transported or stored on or within the right-of-way or any of the right-of-way facilities, or used in the construction, operation, maintenance or termination of the right-of-way or any of its facilities. "Hazardous material" means any substance, pollutant or contaminant that is listed as hazardous under the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. 9601 et seq., and its regulations. The definition of hazardous substances under CERCLA includes any "hazardous waste" as defined in the Resource Conservation and Recovery Act of 1976 (RCRA), as amended, 42 U.S.C. 6901 et seq., and its regulations. The term hazardous materials also includes any nuclear or byproduct material as defined by the Atomic Energy Act of 1954, as amended, 42 U.S.C. 2011 et seq. The term does not include petroleum, including crude oil or any fraction thereof that is not otherwise specifically listed or designated as a hazardous substance under CERCLA Section 101(14), 42 U.S.C. 9601(14), nor does the term include natural gas.

20. Name all the Department(s)/Agency(ies) where this application is being filed.

I HEREBY CERTIFY, That I am of legal age and authorized to do business in the State and that I have personally examined the information contained in the application and believe that the information submitted is correct to the best of my knowledge.

Signature of Applicant

Date

Title 18, U.S.C. Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

GENERAL INFORMATION
ALASKA NATIONAL INTEREST LANDS

This application will be used when applying for a right-of-way, permit, license, lease, or certificate for the use of Federal lands which lie within conservation system units and National Recreation or Conservation Areas as defined in the Alaska National Interest Lands Conservation Act. Conservation system units include the National Park System, National Wildlife Refuge System, National Wild and Scenic Rivers System, National Trails System, National Wilderness Preservation System, and National Forest Monuments.

Transportation and utility systems and facility uses for which the application may be used are:

1. Canals, ditches, flumes, laterals, pipes, pipelines, tunnels, and other systems for the transportation of water.
2. Pipelines and other systems for the transportation of liquids other than water, including oil, natural gas, synthetic liquid and gaseous fuels, and any refined product produced therefrom.
3. Pipelines, slurry and emulsion systems, and conveyor belts for transportation of solid materials.
4. Systems for the transmission and distribution of electric energy.
5. Systems for transmission or reception of radio, television, telephone, telegraph, and other electronic signals, and other means of communications.
6. Improved right-of-way for snow machines, air cushion vehicles, and all-terrain vehicles.
7. Roads, highways, railroads, tunnels, tramways, airports, landing strips, docks, and other systems of general transportation.

This application must be filed simultaneously with each Federal department or agency requiring authorization to establish and operate your proposal.

In Alaska, the following agencies will help the applicant file an application and identify the other agencies the applicant should contact and possibly file with:

Department of Agriculture
Regional Forester, Forest Service (USFS)
Federal Office Building,
P.O. Box 21628
Juneau, Alaska 99802-1628
Telephone: (907) 586-7847 (or a local Forest Service Office)

Department of the Interior
Bureau of Indian Affairs (BIA)
Juneau Area Office
Federal Building Annex
9109 Mendenhall Mall Road, Suite 5
Juneau, Alaska 99802
Telephone: (907) 586-7177

Department of the Interior
Bureau of Land Management
222 West 7th Avenue
P.O. Box 13
Anchorage, Alaska 99513-7599
Telephone: (907) 271-5477 (or a local BLM Office)

| | |
|---|--|
| U.S. Fish & Wildlife Service (FWS) Office of the Regional Director 1011 East Tudor Road Anchorage, Alaska 99503 Telephone: (907) 786-3440 | National Park Service (NPA) Alaska Regional Office, 2225 Gambell St., Rm. 107 Anchorage, Alaska 99502-2892 Telephone: (907) 786-3440 |
|---|--|

Note - Filings with any Interior agency may be filed with any office noted above or with the Office of the Secretary of the Interior, Regional Environmental Office, P.O. Box 120, 1675 C Street, Anchorage, Alaska 9513.

Department of Transportation
Federal Aviation Administration
Alaska Region AAL-4, 222 West 7th Ave., Box 14
Anchorage, Alaska 99513-7587
Telephone: (907) 271-5285

NOTE - The Department of Transportation has established the above central filing point for agencies within that Department. Affected agencies are: Federal Aviation Administration (FAA), Coast Guard (USCG), Federal Highway Administration (FHWA), Federal Railroad Administration (FRA).

OTHER THAN ALASKA NATIONAL INTEREST LANDS

Use of this form is not limited to National Interest Conservation Lands of Alaska.

Individual department/agencies may authorize the use of this form by applicants for transportation and utility systems and facilities on other Federal lands outside those areas described above.

For proposals located outside of Alaska, applications will be filed at the local agency office or at a location specified by the responsible Federal agency.

SPECIFIC INSTRUCTIONS
(Items not listed are self-explanatory)

- 7 Attach preliminary site and facility construction plans. The responsible agency will provide instructions whenever specific plans are required.
- 8 Generally, the map must show the section(s), township(s), and range(s) within which the project is to be located. Show the proposed location of the project on the map as accurately as possible. Some agencies require detailed survey maps. The responsible agency will provide additional instructions.
- 9, 10, and 12 The responsible agency will provide additional instructions.
- 13 Providing information on alternate routes and modes in as much detail as possible, discussing why certain routes or modes were rejected and why it is necessary to cross Federal lands will assist the agency(ies) in processing your application and reaching a final decision. Include only reasonable alternate routes and modes as related to current technology and economics.
- 14 The responsible agency will provide instructions.
- 15 Generally, a simple statement of the purpose of the proposal will be sufficient. However, major proposals located in critical or sensitive areas may require a full analysis with additional specific information. The responsible agency will provide additional instructions.
- 16 through 19 Providing this information in as much detail as possible will assist the Federal agency(ies) in processing the application and reaching a decision. When completing these items, you should use a sound judgment in furnishing relevant information. For example, if the project is not near a stream or other body of water, do not address this subject. The responsible agency will provide additional instructions.

Application must be signed by the applicant or applicant's authorized representative.

EFFECT OF NOT PROVIDING INFORMATION: Disclosure of the information is voluntary. If all the information is not provided, the application may be rejected.

DATA COLLECTION STATEMENT

The Federal agencies collect this information from applicants requesting right-of-way, permit, license, lease, or certification for the use of Federal lands. The Federal agencies use this information to evaluate the applicant's proposal. The public is obligated to submit this form if they wish to obtain permission to use Federal lands.

SUPPLEMENTAL

| NOTE: The responsible agency(ies) will provide instructions | CHECK APPROPRIATE BLOCK | |
|---|--------------------------|--------------------------|
| I - PRIVATE CORPORATIONS | ATTACHED | FILED* |
| a. Articles of Incorporation | <input type="checkbox"/> | <input type="checkbox"/> |
| b. Corporation Bylaws | <input type="checkbox"/> | <input type="checkbox"/> |
| c. A certification from the State showing the corporation is in good standing and is entitled to operate within the State | <input type="checkbox"/> | <input type="checkbox"/> |
| d. Copy of resolution authorizing filing | <input type="checkbox"/> | <input type="checkbox"/> |
| e. The name and address of each shareholder owning 3 percent or more of the shares, together with the number and percentage of any class of voting shares of the entity which such shareholder is authorized to vote and the name and address of each affiliate of the entity together with, in the case of an affiliate controlled by the entity, the number of shares and the percentage of any class of voting stock of that affiliate owned, directly or indirectly, by that entity, and in the case of an affiliate which controls that entity, the number of shares and the percentage of any class of voting stock of that entity owned, directly or indirectly, by the affiliate. | <input type="checkbox"/> | <input type="checkbox"/> |
| f. If application is for an oil or gas pipeline, describe any related right-of-way or temporary use permit applications, and identify previous applications. | <input type="checkbox"/> | <input type="checkbox"/> |
| g. If application is for an oil and gas pipeline, identify all Federal lands by agency impacted by proposal. | <input type="checkbox"/> | <input type="checkbox"/> |
| II - PUBLIC CORPORATIONS | | |
| a. Copy of law forming corporation | <input type="checkbox"/> | <input type="checkbox"/> |
| b. Proof of organization | <input type="checkbox"/> | <input type="checkbox"/> |
| c. Copy of Bylaws | <input type="checkbox"/> | <input type="checkbox"/> |
| d. Copy of resolution authorizing filing | <input type="checkbox"/> | <input type="checkbox"/> |
| e. If application is for an oil or gas pipeline, provide information required by item "I - f" and "I - g" above. | <input type="checkbox"/> | <input type="checkbox"/> |
| III - PARTNERSHIP OR OTHER UNINCORPORATED ENTITY | | |
| a. Articles of association, if any | <input type="checkbox"/> | <input type="checkbox"/> |
| b. If one partner is authorized to sign, resolution authorizing action is | <input type="checkbox"/> | <input type="checkbox"/> |
| c. Name and address of each participant, partner, association, or other | <input type="checkbox"/> | <input type="checkbox"/> |
| d. If application is for an oil or gas pipeline, provide information required by item "I - f" and "I - g" above. | <input type="checkbox"/> | <input type="checkbox"/> |

*If the required information is already filed with the agency processing this application and is current, check block entitled "Filed." Provide the file identification information (e.g., number, date, code, name). If not on file or current, attach the requested information.

NOTICES

Note: This applies to the Department of Agriculture/Forest Service (FS)

This information is needed by the Forest Service to evaluate the requests to use National Forest System lands and manage those lands to protect natural resources, administer the use, and ensure public health and safety. This information is required to obtain or retain a benefit. The authority for that requirement is provided by the Organic Act of 1897 and the Federal Land Policy and Management Act of 1976, which authorize the secretary of Agriculture to promulgate rules and regulations for authorizing and managing National Forest System lands. These statutes, along with the Term Permit Act, National Forest Ski Area Permit Act, Granger-Thye Act, Mineral Leasing Act, Alaska Term Permit Act, Act of September 3, 1954, Wilderness Act, National Forest Roads and Trails Act, Act of November 16, 1973, Archeological Resources Protection Act, and Alaska National Interest Lands Conservation Act, authorize the Secretary of Agriculture to issue authorizations or the use and occupancy of National Forest System lands. The Secretary of Agriculture's regulations at 36 CFR Part 251, Subpart B, establish procedures for issuing those authorizations.

BURDEN AND NONDISCRIMINATION STATEMENTS

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0082. The time required to complete this information collection is estimated to average 8 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720- 2600 (voice and TDD).

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free (866) 632-9992 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD) or (866) 377-8642 (relay voice). USDA is an equal opportunity provider and employer.

The Privacy Act of 1974 (5 U.S.C. 552a) and the Freedom of Information Act (5 U.S.C. 552) govern the confidentiality to be provided for information received by the Forest Service.



AGENDA ITEM REVIEW FORM

Regular City Council Meeting

6. 8.

Meeting Date: 07/08/2015

Department Head: John Starkey, Building Safety Director, Planning & Zoning/Building Safety

Submitted By: Jose A. Guzman, Assistant Planner, Planning & Zoning/Building Safety

Action Requested: Motion
Public Hearing
Board of Adjustment

ITEM:

Continuation of Public Hearing followed by discussion and possible action on any and all matters regarding Variance Case No. 2015-0130, a request by Michelle Lamoureux on behalf of Verizon Wireless Communications. The property is owned by Javier DeSantiago. The request for a variance is to reduce the setbacks from the property lines on property located at 1063 E. Main Street, San Luis AZ. (Item continued from June 24, 2015) **(John Starkey)**

- A. Continuation of public hearing
- B. Close public hearing
- C. Action on Variance Case No. 2015-0130

SUMMARY:

The property in question is located at 1063 Main Street and zoned as Community Commercial (C-2). It was previously used for used auto sales (Autos DeSantiago) and is located on Main Street (Highway 95) which provides the primary means of south-north traffic within San Luis.

The required setback for any structure in the Community Commercial(C-2) is 5-foot side and 10-foot rear. However, provided in Section 19.3-C, "towers shall be set back a distance equal to at least one hundred percent (100%) of the height of the tower from any adjoining lot line." The tower should provide a "fall zone" of its height, in other words, if the tower shall fail, it would fall entirely on the property on which is located. The proposed setbacks are approximately 49-feet north, 420-feet south, 91-feet west and 55-feet east.

The placement of the 100-foot telecommunication tower was considered by the Planning and Zoning Commission for a conditional use permit on June 9th. Other than the applicant, there were no other speakers at the Public Hearing.

Commission voted to recommend approval of the conditional use permit to the City Council and it will be presented the same date as this variance request.

TELECOMMUNICATIONS ACT OF 1996:

This federal legislation established certain standards for local review of various types of antennas and other communication devices. Local governments may consider standards such as height, appearance, screening, stealth design, planting, and public safety issues (other than radiation). The local government may not discriminate between service providers, prohibit wireless services or have the effect of prohibiting wireless services, regulate on the basis of electromagnetic radiation if the facility complies

with FCC standards, make land use decisions without substantial evidence and a written record of the proceedings, or unreasonably delay decision making on proposed applications.

AGENCY REVIEW:

As part of the review process, all land use cases are reviewed by various Cities and outside agencies. We have received comments from the following agency:

1. Bureau of Land Management (June 19, 2015)

As required by State Statute, staff sent notification letters to property owners within 300 feet of the proposed project (25 letters). The City has not received any significant concerns or objections from the various review agencies or adjacent property owners.

CRITERIA FOR APPROVAL:

All requests for a Variance from the City of San Luis Zoning Ordinance must meet the criteria for a Variance as set forth in the City of San Luis Zoning Ordinance. A variance is not a right. It may be granted to an applicant only if the applicant establishes compliance with all of the hardship criteria established in A.R.S. §9-462.06 and in Sec 3.5 (C.) of this Ordinance. In all cases, the application shall address all of the following hardship criteria:

1. There exist special circumstances or conditions regarding the land or building referred to in the application, which do not apply to other properties in the zoning district.
2. The above special circumstances or conditions are preexisting and are not created or self-imposed by the owner or applicant.
3. The variance is necessary for the preservation of substantial property rights. Without a variance the property cannot be used for purposes otherwise allowed in this zoning district.
4. The authorizing of the variance will not be materially detrimental to persons residing or working in the vicinity, to adjacent property, or to the neighborhood or the public welfare.

The Arizona Revised Statutes (§9-462.069-462.06. Board of adjustment) further state that the Board may not:

1. Make any changes in the uses permitted in any zoning classification or zoning district.
2. Grant a variance if the special circumstances applicable to the property are self-imposed by the property owner.

ANALYSIS:

The staff has reviewed this request and has determined that the request substantially meets the criteria for granting a Variance from the Zoning Ordinance.

1. There exist special circumstances or conditions regarding the land or building referred to in the application, which do not apply to other properties in the zoning district.

The general nature of telecommunication towers is their extreme height. This is needed in order to provide or improve wireless coverage and increase network capacity in an area experiencing deficiencies. There are other means of constructing them which are usually used in extremely dense urban settings (for example, the Phoenix metro area). This usually involves additional telecommunication facilities in order to cover the same area. To avoid an excessive amount of single-user telecommunication towers, the Zoning Ordinance does specify that towers over 40-feet in height shall allow for co-location by other wireless communication providers. (NOTE: at the time that other providers request to place additional equipment on any tower, the Building Safety Division shall require structural review by a qualified party to ensure that the tower is not overloaded.)

2. The above special circumstances or conditions are preexisting and are not created or self-imposed by the owner or applicant.

The specific needs of telecommunication towers to be of a certain height in order to cover a desired service area is a technical matter. It is not an aesthetic (design) issue. Verizon cannot co-locate on the existing tower on the property due to structural modification it is almost at full capacity.

3. The variance is necessary for the preservation of substantial property rights. Without a variance the property cannot be used for purposes otherwise allowed in this zoning district.

As more people rely on smart-phones, tablets, and other wireless communication devices in order to conduct their daily business (including personal business), there will be a need for more telecommunication towers. Where they are located and their height is usually determined by the size of the service area, local topography, and availability of land.

4. The authorizing of the variance will not be materially detrimental to persons residing or working in the vicinity, to adjacent property, or to the neighborhood or the public welfare.

The area leased for this project does not have plans for future commercial development do to its restrictive access. The property is located next to Highway 95, the East Main Canal and the school grounds for Gadsden Elementary School District. The approval of the variance would not be materially detrimental to the surrounding area or property owners.

City Staff recommends that the Board of Adjustment APPROVE the Variance to reduce the setbacks for a telecommunication monopole tower on property located at 1063 Main Street, San Luis AZ.

RECOMMENDATION / SUGGESTED MOTION:

- 1. I move to continued with the public hearing opened at the last Council meeting held June 24, 2015.**
- 2. I move to close the public hearing.**
- 3. I move to approve variance case number [2015-0130](#).**

Supporting information not attached to the Agenda Item Review Form:

N/A

Is document to be sent to the Recorder's Office?: No

N/A

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM: N/A

CITY/STATE/FEDERAL FUNDS: N/A

TOTAL: N/A

BUDGETED: N/A

AVAILABLE TO TRANSFER: N/A

ACCOUNT #/REMAINING BALANCE: N/A

FISCAL IMPACT STATEMENT:

N/A

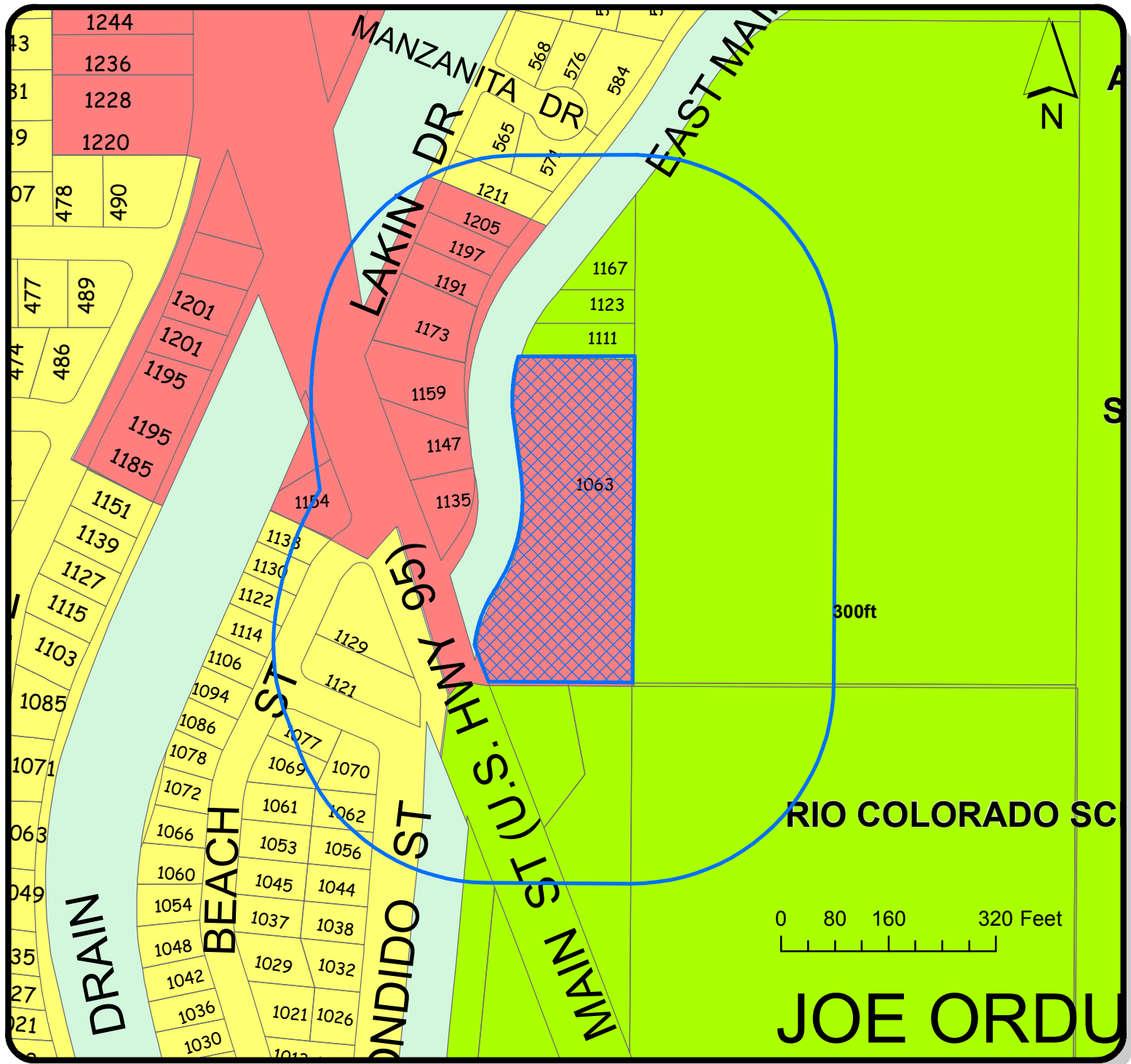
Attachments

[Location Map](#)

[Site Plan](#)

[Pictures of Location](#)

[BLM Comments](#)



LOCATION OF PROPERTY

Location Map

VARIANCE

ZONING

-  1063 N MAIN ST
-  300ft Buffer

- INDUSTRIAL ZONING DISTRICTS
- HI
- SINGLE RESIDENCE ZONING DISTRICTS
- RA-10
- R1-6
- COMMERCIAL ZONING DISTRICTS
- C-2

Date:
5/7/2015

Approved By:
JS

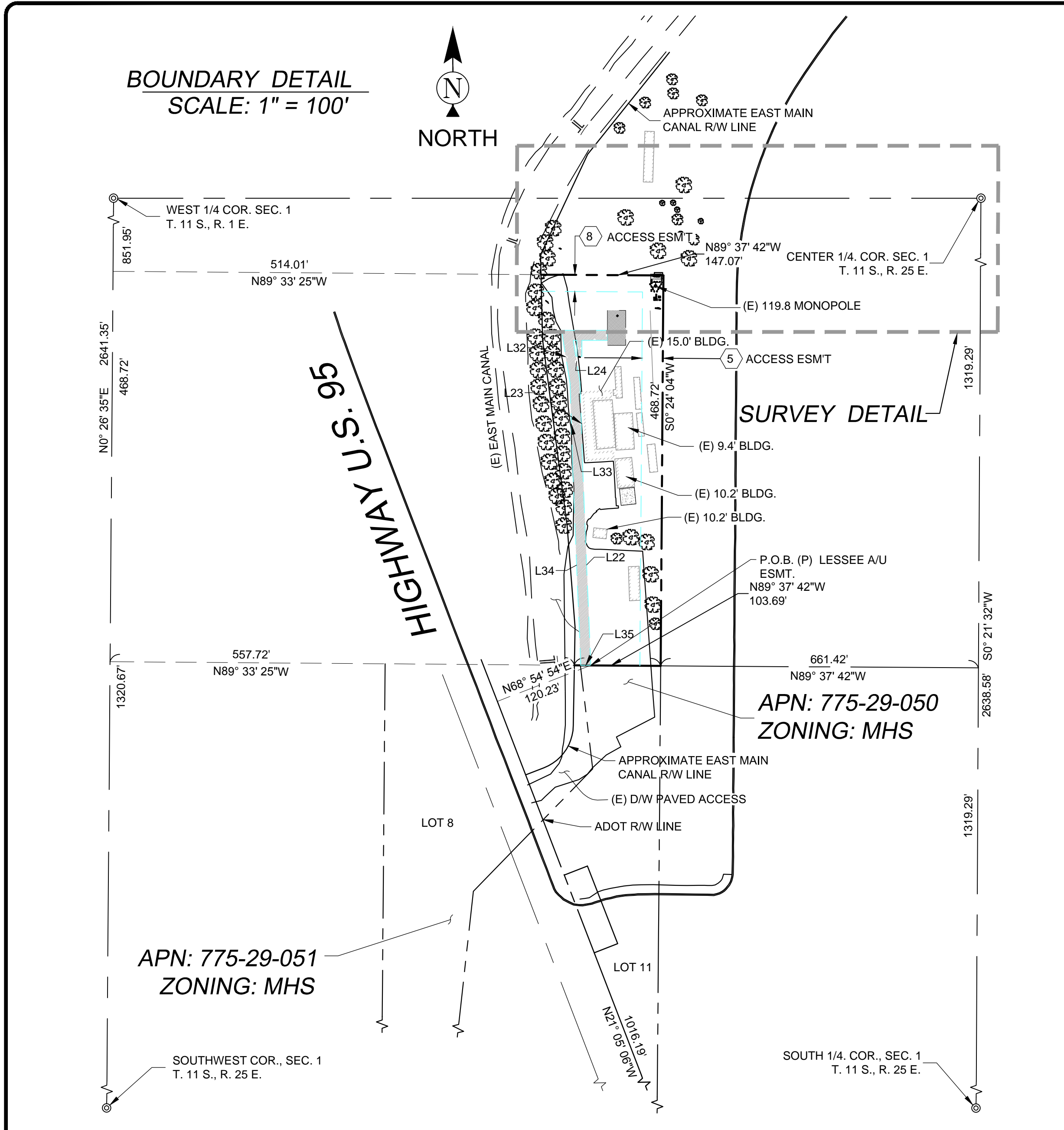


Prepared By:
IG

Revised :
JAG

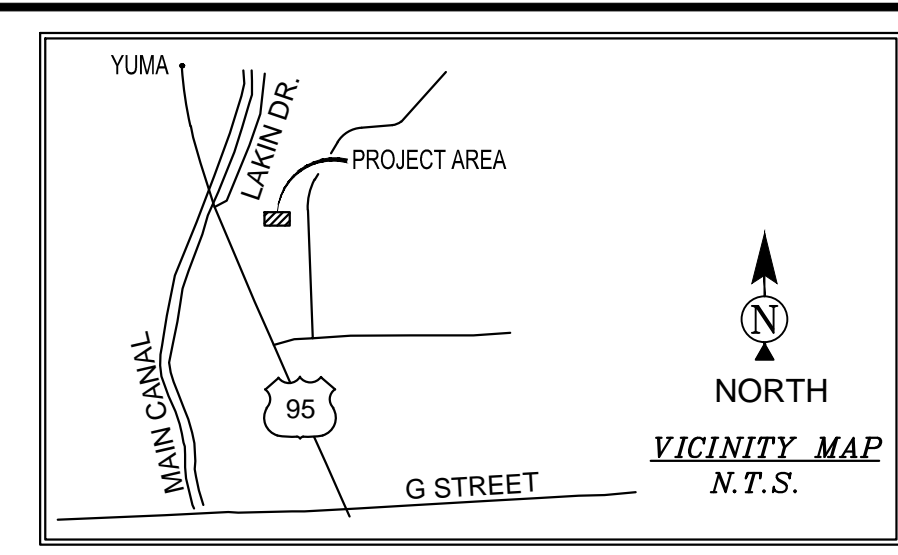
Case No.
2015-1030

BOUNDARY DETAIL
SCALE: 1" = 100'

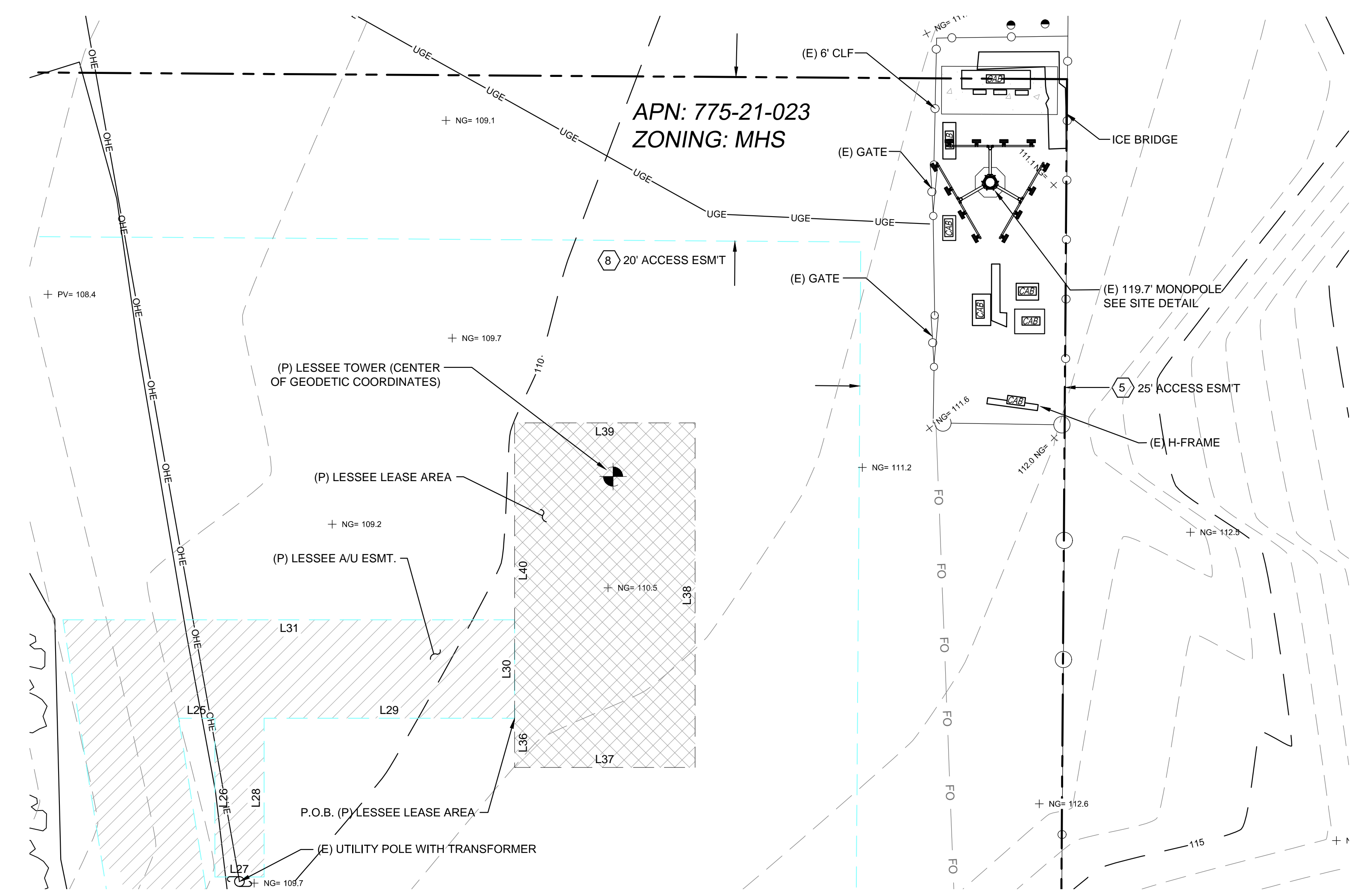


- SURVEYOR NOTES**
1. ALL TITLE INFORMATION IS BASED UPON A COMMITMENT FOR TITLE INSURANCE PREPARED BY GREAT AMERICAN TITLE AGENCY, ORDER NO.: 21500177 EFFECTIVE DATE: 12/30/2015.
 2. SURVEYOR HAS NOT PERFORMED A SEARCH OF PUBLIC RECORDS TO DETERMINE ANY DEFECT IN TITLE.
 3. THE BOUNDARY SHOWN HEREON IS PLOTTED FROM RECORD INFORMATION AND DOES NOT CONSTITUTE A BOUNDARY SURVEY OF THE PROPERTY.
 4. SURVEYOR DOES NOT GUARANTEE THAT ALL UTILITIES ARE SHOWN OR THEIR LOCATIONS. IT IS THE RESPONSIBILITY OF THE CONTRACTOR AND DEVELOPER TO CONTACT BLUE STAKE AND ANY OTHER INVOLVED AGENCIES TO LOCATE ALL UTILITIES PRIOR TO CONSTRUCTION. REMOVAL, RELOCATION AND/OR REPLACEMENT IS THE RESPONSIBILITY OF THE CONTRACTOR.

- PROJECT META DATA**
1. ELEVATIONS SHOWN HEREON ARE REPRESENTED IN NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88) ESTABLISHED FROM GPS DERIVED ELLIPSOID HEIGHTS, APPLYING GEOID 09 SEPARATIONS CONSTRAINING TO NGS CORS STATIONS PROVIDED IN THE "ONLINE POSITIONING USER SERVICE" (OPUS) SOLUTION FOR THIS SPECIFIC SITE.
 2. BEARINGS SHOWN HEREON ARE BASED UPON U.S. STATE PLANE NAD83 COORDINATE SYSTEM ARIZONA STATE PLANE COORDINATE ZONE WEST, DETERMINED BY GPS OBSERVATIONS.
 3. FIELD WORK FOR THIS PROJECT WAS PERFORMED ON 02/05/15.



SURVEY DETAIL



LEGEND

- NG NATURAL GRADE
- BLDG TOP OF BUILDING
- R/W RIGHT OF WAY
- PV ASPHALT
- D/W ACCESS DRIVEWAY
- TOP OF SLOPE
- TOE TOE OF SLOPE
- SW SIDEWALK
- WL TOP OF WALL
- CLF CHAIN LINK FENCE
- CMU CONCRETE MASONRY UNIT
- C CONCRETE
- MCR MARICOPA COUNTY RECORDER
- 1419.18 SPOT ELEVATION
- WATER METER
- WATER CONTROL VALVE
- FIRE HYDRANT
- DOWN GUY
- FOUND AS NOTED
- POWER POLE
- LIGHT POLE
- STREET LIGHT W/MAST
- ELECTRICAL TRANSFORMER
- ELECTRICAL PULL BOX
- ELECTRICAL METER
- BREAKLINE
- SAN. SEWER MANHOLE
- SEWER CLEANOUT
- IRRIGATION CONTROL VALVE
- BOLLARD
- SIGN
- POSITION OF GEODETIC COORDINATES
- PROPERTY LINE
- PROPERTY LINE (OTHER)
- CENTERLINE EASEMENT LINE
- LEASE LINE
- CHAIN LINK FENCE
- WIRE OR BARBED WIRE FENCE
- OVERHEAD ELECTRIC LINE
- U/G ELECTRIC LINE
- U/G TELECOMMUNICATION LINE
- U/G FIBER OPTIC LINE
- U/G GAS LINE
- SS SANITARY SEWER LINE
- W WATER LINE

LESSEE ACCESS AND UTILITY EASEMENT LEGAL DESCRIPTION
A PORTION OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 1, TOWNSHIP 11 SOUTH, RANGE 25 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, YUMA COUNTY, ARIZONA LYING EAST OF THE EAST MAIN CANAL RIGHT-OF-WAY AND EAST OF U.S. HIGHWAY 95 RIGHT-OF-WAY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 1 FROM WHICH THE SOUTHWEST CORNER OF SAID SECTION 1 BEARS NORTH 89°41'17" WEST A DISTANCE OF 2649.54 FEET; THENCE NORTH 89°41'17" WEST, 1681.04 FEET; THENCE NORTH 21°05'06" WEST, 1016.19 FEET; THENCE NORTH 68°54'54" EAST, 120.23 FEET TO THE POINT OF BEGINNING.

THENCE NORTH 02°19'01" WEST, 241.39 FEET; THENCE NORTH 01°46'57" WEST, 98.60 FEET; THENCE NORTH 09°09'41" WEST, 51.19 FEET; THENCE NORTH 90°00'00" EAST, 4.44 FEET; THENCE SOUTH 00°00'00" EAST, 19.35 FEET; THENCE NORTH 90°00'00" EAST, 6.00 FEET; THENCE NORTH 00°00'00" EAST, 19.35 FEET; THENCE NORTH 90°00'00" EAST, 30.53 FEET; THENCE NORTH 00°00'00" EAST, 12.00 FEET; THENCE NORTH 90°00'00" WEST, 55.06 FEET; THENCE SOUTH 09°09'41" EAST, 64.51 FEET; THENCE SOUTH 01°46'57" EAST, 97.88 FEET; THENCE SOUTH 02°19'01" EAST, 240.88 FEET; THENCE SOUTH 89°37'42" WEST, 12.00 FEET TO THE POINT OF BEGINNING.

LESSEE LEASE AREA LEGAL DESCRIPTION
A PORTION OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 1, TOWNSHIP 11 SOUTH, RANGE 25 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, YUMA COUNTY, ARIZONA LYING EAST OF THE EAST MAIN CANAL RIGHT-OF-WAY AND EAST OF U.S. HIGHWAY 95 RIGHT-OF-WAY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 1 FROM WHICH THE SOUTHWEST CORNER OF SAID SECTION 1 BEARS NORTH 89°41'17" WEST A DISTANCE OF 2649.54 FEET; THENCE NORTH 89°41'17" WEST, 1681.04 FEET; THENCE NORTH 21°05'06" WEST, 1016.19 FEET; THENCE NORTH 68°54'54" EAST, 120.23 FEET TO THE POINT OF BEGINNING.

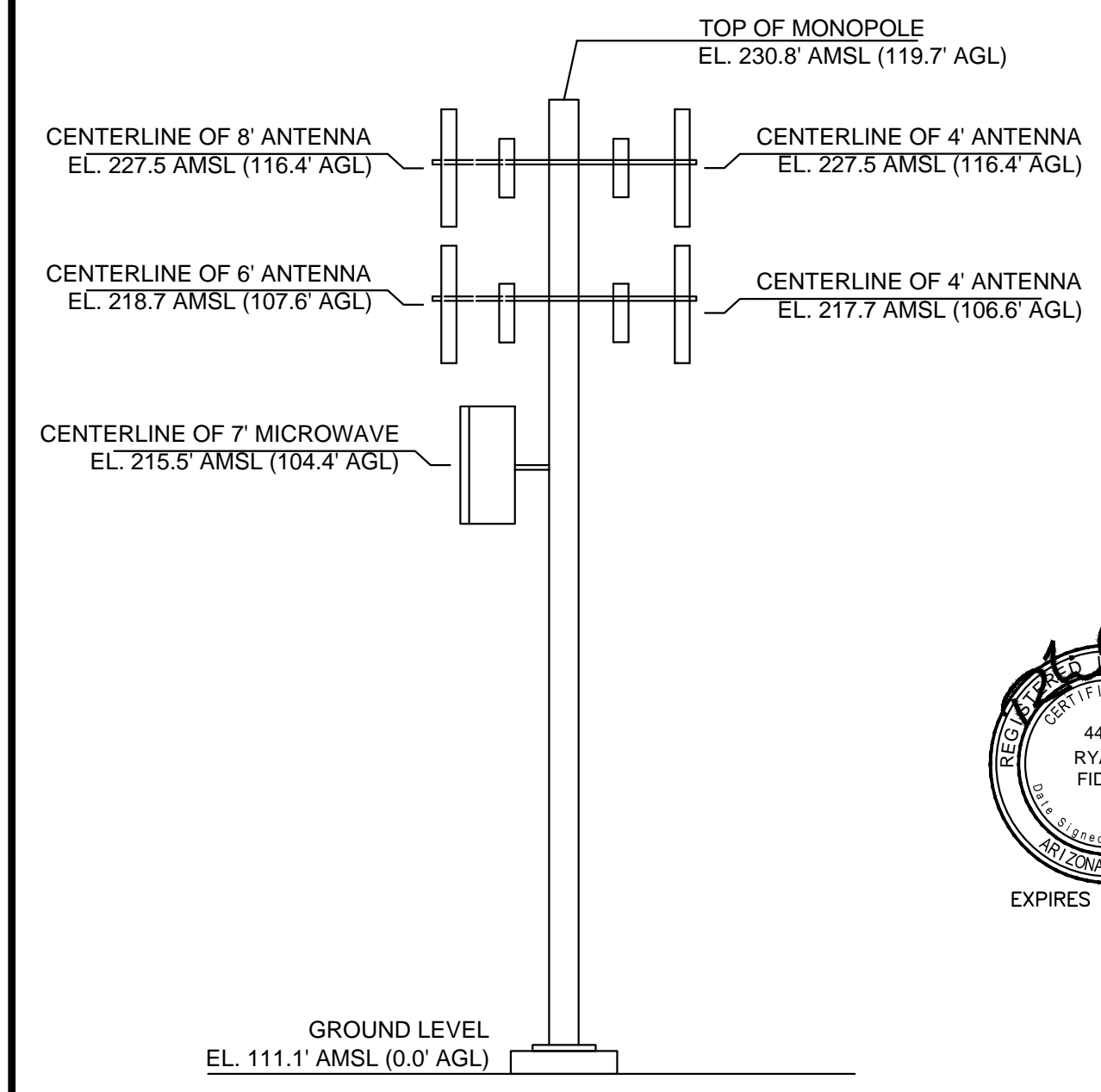
THENCE NORTH 02°19'01" WEST, 241.39 FEET; THENCE NORTH 01°46'57" WEST, 98.60 FEET; THENCE NORTH 09°09'41" WEST, 51.19 FEET; THENCE NORTH 90°00'00" EAST, 4.44 FEET; THENCE SOUTH 00°00'00" EAST, 19.35 FEET; THENCE NORTH 90°00'00" EAST, 6.00 FEET; THENCE NORTH 00°00'00" EAST, 19.35 FEET; THENCE NORTH 90°00'00" EAST, 30.53 FEET TO THE POINT OF BEGINNING.

THENCE SOUTH 00°00'00" EAST, 6.00 FEET; THENCE NORTH 90°00'00" EAST, 22.00 FEET; THENCE NORTH 00°00'00" EAST, 42.00 FEET; THENCE NORTH 90°00'00" WEST, 22.00 FEET; THENCE SOUTH 00°00'00" EAST, 36.00 FEET TO THE POINT OF BEGINNING.

| LINE | LENGTH | BEARING |
|------|--------|----------------|
| L22 | 241.39 | N2° 19' 01" W |
| L23 | 98.60 | N1° 46' 57" W |
| L24 | 51.19 | N9° 09' 41" W |
| L25 | 4.44 | N90° 00' 00" E |
| L26 | 19.35 | S0° 00' 00" E |
| L27 | 6.00 | N90° 00' 00" E |
| L28 | 19.35 | N0° 00' 00" E |
| L29 | 30.53 | N90° 00' 00" E |
| L30 | 12.00 | N0° 00' 00" E |
| L31 | 55.06 | N90° 00' 00" W |
| L32 | 64.51 | S9° 09' 41" E |
| L33 | 97.88 | S1° 46' 57" E |
| L34 | 240.88 | S2° 19' 01" E |
| L35 | 12.00 | S89° 37' 42" E |
| L36 | 6.00 | S0° 00' 00" E |
| L37 | 22.00 | N90° 00' 00" E |
| L38 | 42.00 | N0° 00' 00" E |
| L39 | 22.00 | N90° 00' 00" W |
| L40 | 36.00 | S0° 00' 00" E |

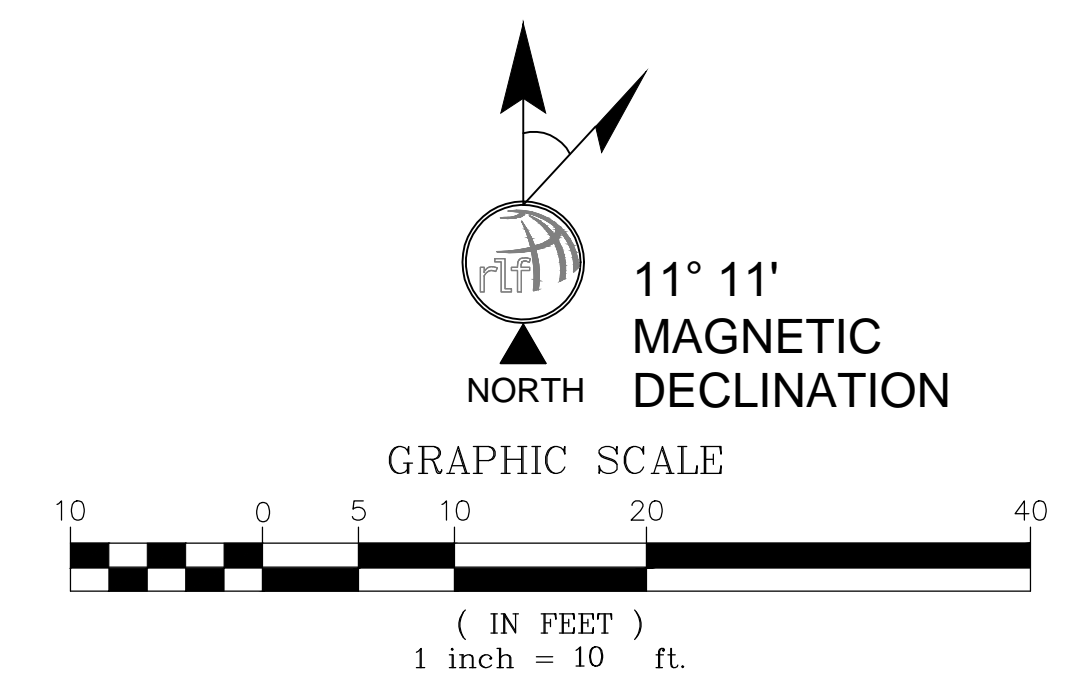
LESSOR'S LEGAL DESCRIPTION
THE SOUTH 468.72 FEET OF THE WEST HALF OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 1, TOWNSHIP 11 SOUTH, RANGE 25 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, YUMA COUNTY, ARIZONA LYING EAST OF THE EAST MAIN CANAL RIGHT-OF-WAY AND EAST OF U.S. HIGHWAY 95 RIGHT-OF-WAY.

- SCHEDULE B EXCEPTIONS**
5. AN EASEMENT FOR INGRESS AND EGRESS AND UTILITIES AND ALL OTHER MATTERS AS SET FORTH THEREIN, RECORDED IN DOCKET 1167, PAGE 979 AND RECORDED IN DOCKET 1167, PAGE 980 OF OFFICIAL RECORDS.
 8. AN UNRECORDED LEASE DATED DECEMBER 18, 2002, EXECUTED BY AS JAVIER DE SANTIAGO AND NORA DE SANTIAGO, HUSBAND AND WIFE AS LESSOR AND AT&T WIRELESS PCS, LLC, A DELAWARE LIMITED LIABILITY COMPANY AS LESSEE, AS DISCLOSED BY A(N) MEMORANDUM OF LEASE RECORDED AS FEE NO. 2003-02041 OF OFFICIAL RECORDS.



MONOPOLE DETAIL
SCALE: N.T.S.

POSITION OF GEODETIC COORDINATES
LATITUDE 32° 29' 56.276" NORTH (NAD83)
LONGITUDE 114° 47' 04.802" WEST (NAD83)
ELEVATION @ GROUND= 110.5' (NAVD88)



REUSE OF DOCUMENT
THE IDEAS & DESIGN INCORPORATED HEREON, AS AN INSTRUMENT OF PROFESSIONAL SERVICE, IS NOT TO BE USED FOR ANY OTHER PROJECT WITHOUT WRITTEN AUTHORIZATION OF RLF CONSULTING, LLC.

| | |
|-------------|---------|
| FIELD BY: | JMM |
| DRAWN BY: | RJG/PAS |
| CHECKED BY: | RLF |

| REVISIONS | | |
|-----------|----------|-------------|
| NO. | DATE | DESCRIPTION |
| 2 | 02/25/15 | FINAL |
| 1 | 02/13/15 | PRELIMINARY |

PROJECT No.
09006793

SITE NAME:
AZ4 ESCARAMUJO

SITE ADDRESS:
**22625 HIGHWAY 95
SAN LUIS, AZ 85349**

| | | |
|------------------------------------|--------------------------|-----------|
| SHEET TITLE: SITE SURVEY | SHEET NO. LS-1 | REVISION: |
|------------------------------------|--------------------------|-----------|

466.72

N0° 26' 35"E
2641.35'

1320.67'

N89° 33' 25"W
514.01'

N89° 37' 42"W
147.07'

N89° 33' 25"W
557.72'

N89° 37' 42"W
103.69'

NEW MONOPOLE SETBACKS TO PROPERTY LINE

NORTH ± 48'-10"
SOUTH ± 419'-11"
WEST ± 91'-3"
EAST ± 55'-0"

* SETBACKS ARE DERIVED FROM A TOPOGRAPHIC SURVEY PERFORMED BY A REGISTERED LAND SURVEYOR

EXISTING ACCESS EASEMENT, TO REMAIN IN PLACE

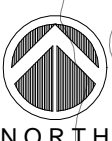
SEE ENLARGED PLAN ON SHEET Z-2

EXISTING EAST MAIN CANAL

HIGHWAY U.S. 95

PROPOSED LESSEE ACCESS / UTILITY EASEMENT

APN: 775-21-023
ZONING: MHS



1 SITE PLAN

SCALE: 1" = 30'-0"

SCALE: 1" = 30'-0"

EXISTING 6'-0" HIGH CHAIN LINK FENCE, TO REMAIN IN PLACE
EXISTING ICE BRIDGE, TO REMAIN IN PLACE
EXISTING 119'-10" HIGH MONOPOLE, TO REMAIN IN PLACE

EXISTING H-FRAME, TO REMAIN IN PLACE

PROPOSED LESSEE ANTENNA ARRAY MOUNTED TO PROPOSED LESSEE MONOPOLE, SEE Z-2 SHEET FOR ANTENNA CONFIGURATION

PROPOSED LESSEE EQUIPMENT SHELTER

EXISTING ACCESS EASEMENT, TO REMAIN IN PLACE

EXISTING 9'-8" BUILDING

EXISTING 10'-2" BUILDING

EXISTING 10'-2" BUILDING

PROPERTY LINE

CLIENT

verizon wireless

126 W. GEMINI DR.
TEMPE, AZ 85283

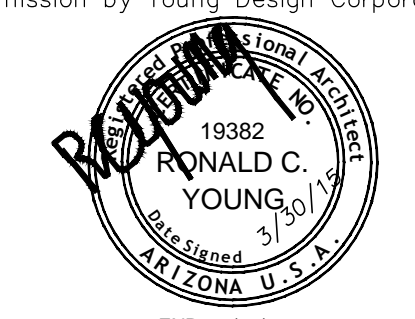
| | |
|------------------------|------|
| INTERNAL REVIEW | DATE |
| CONSTRUCTION SIGNATURE | |
| RF SIGNATURE | |
| FACILITIES SIGNATURE | |
| REAL ESTATE SIGNATURE | |

PLANS PREPARED BY

young design corp

architecture / project management
10245 E. Via Linda, Scottsdale, AZ 85258
ph: 480 451 9609 fax: 480 451 9608
e mail: corporate@ydcoffice.com

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PRELIMINARY UNLESS SIGNED

| NO. | DATE | DESCRIPTION |
|-----|-----------|-------------------------|
| 1 | 2/24/2015 | PRELIMINARY REVIEW ZD'S |
| 2 | 3/30/2015 | SUBMITTAL ZD'S |

ARCHITECTS JOB NO.
YDC-6224

PROJECT INFORMATION

AZ4_ESCARAMUJO

22625 HIGHWAY 95
SAN LUIS, AZ 85349

SHEET TITLE
SITE PLAN

JURISDICTION APPROVAL

SHEET NUMBER
Z-1

| COAXIAL CABLE TABLE | | | | | |
|---------------------|---------|------------|------|--------|-------------------|
| SECTOR | AZIMUTH | CENTERLINE | QTY. | SIZE | TYPE |
| ALPHA | 5° | 96'-0" | - | - | - |
| BETA | 105° | 96'-0" | - | - | - |
| GAMMA | 270° | 96'-0" | - | - | - |
| - | N/A | 96'-0" | 2 | 1-5/8" | 6X12 HYBRID CABLE |

NOTE:
ALL AZIMUTHS ARE SHOWN RELATIVE TO TRUE NORTH,
UNLESS NOTED OTHERWISE

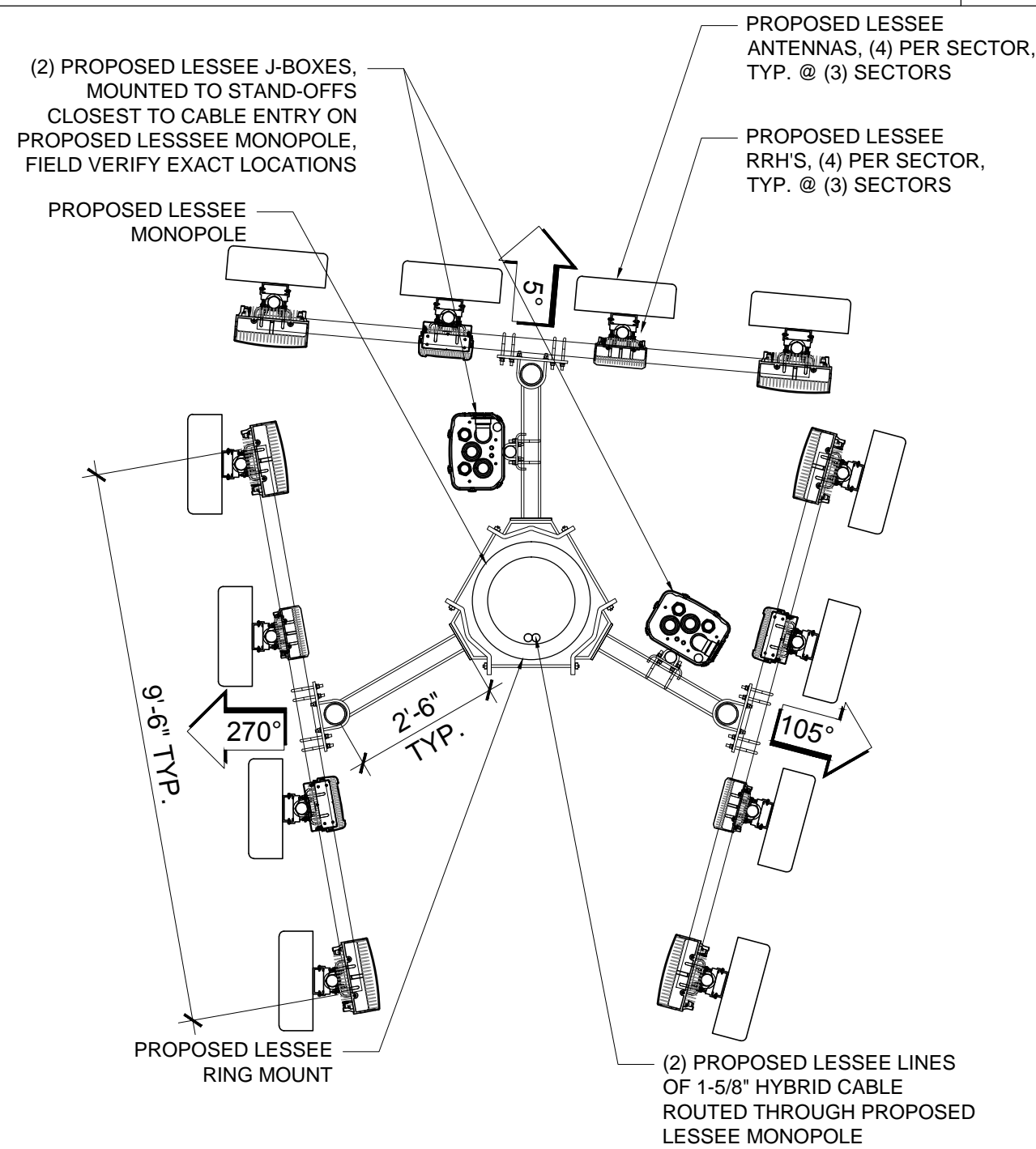
*IT SHALL BE THE CONTRACTORS RESPONSIBILITY TO VERIFY
AZIMUTHS DEPICTED HEREIN WITH RF DEPARTMENT PRIOR
TO INSTALLING ANTENNAS.

COAX CABLE INFORMATION

7

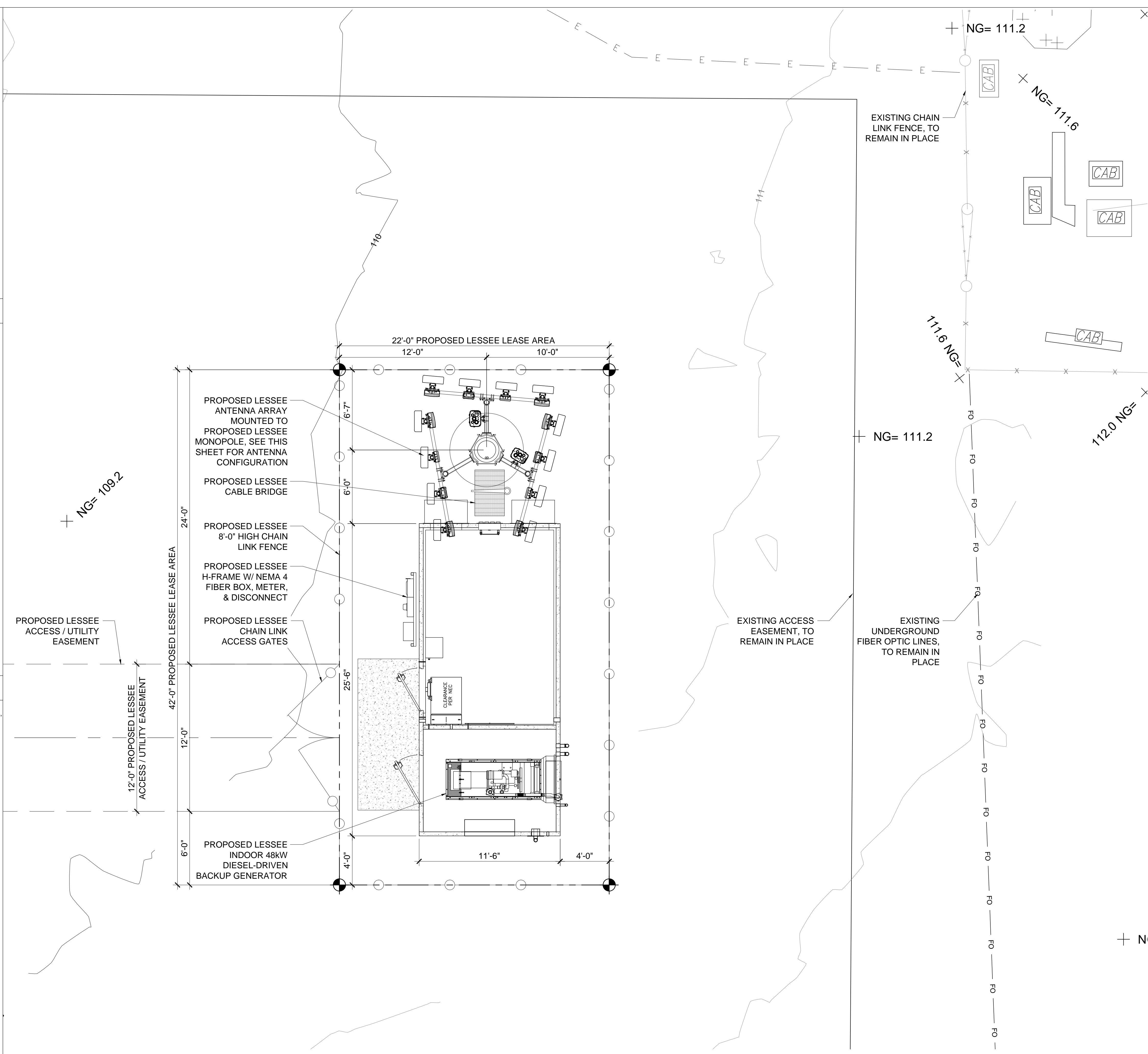
NOT USED

6



NEW ANTENNA CONFIG - 96' CL

5



CLIENT

verizon wireless

126 W. GEMINI DR.
TEMPE, AZ 85283

| | |
|------------------------|------|
| INTERNAL REVIEW | DATE |
| CONSTRUCTION SIGNATURE | |
| RF SIGNATURE | |
| FACILITIES SIGNATURE | |
| REAL ESTATE SIGNATURE | |

PLANS PREPARED BY

young design corp

architecture / project management
10245 E. Via Linda, Scottsdale, AZ 85258
ph: 480 451 9609 fax: 480 451 9608
e mail: corporate@ydcoffice.com

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19382
RONALD C. YOUNG
Professional Engineer
EXPIRES 12/31/16

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PRELIMINARY UNLESS SIGNED

| NO. | DATE | DESCRIPTION |
|-----|-----------|-------------------------|
| 1 | 2/24/2015 | PRELIMINARY REVIEW ZD'S |
| 2 | 3/30/2015 | SUBMITTAL ZD'S |

ARCHITECTS JOB NO.
YDC-6224

PROJECT INFORMATION

AZ4_ESCARAMUJO

22625 HIGHWAY 95
SAN LUIS, AZ 85349


SHEET TITLE
**ENLARGED SITE PLAN
SITE DETAILS**

JURISDICTION APPROVAL

SHEET NUMBER
Z-2

| | |
|------------------------|------|
| INTERNAL REVIEW | DATE |
| CONSTRUCTION SIGNATURE | |
| RF SIGNATURE | |
| FACILITIES SIGNATURE | |
| REAL ESTATE SIGNATURE | |

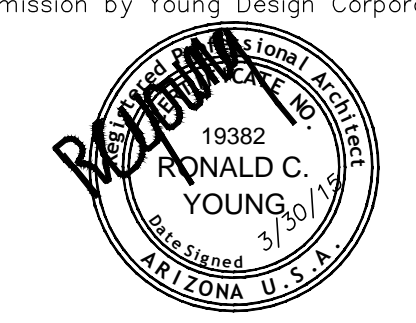
PLANS PREPARED BY



architecture / project management
 10245 E. Via Linda, Scottsdale, AZ 85258
 ph: 480 451 9609 fax: 480 451 9608
 e mail: corporate@ydcoffice.com

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19382
 RONALD C. YOUNG
 PROFESSIONAL ENGINEER
 STATE OF ARIZONA, U.S.A.
 EXP. 12/31/16

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PRELIMINARY UNLESS SIGNED

| NO. | DATE | DESCRIPTION |
|-----|-----------|-------------------------|
| 1 | 2/24/2015 | PRELIMINARY REVIEW ZD'S |
| 2 | 3/30/2015 | SUBMITTAL ZD'S |

ARCHITECTS JOB NO.
YDC-6224

PROJECT INFORMATION

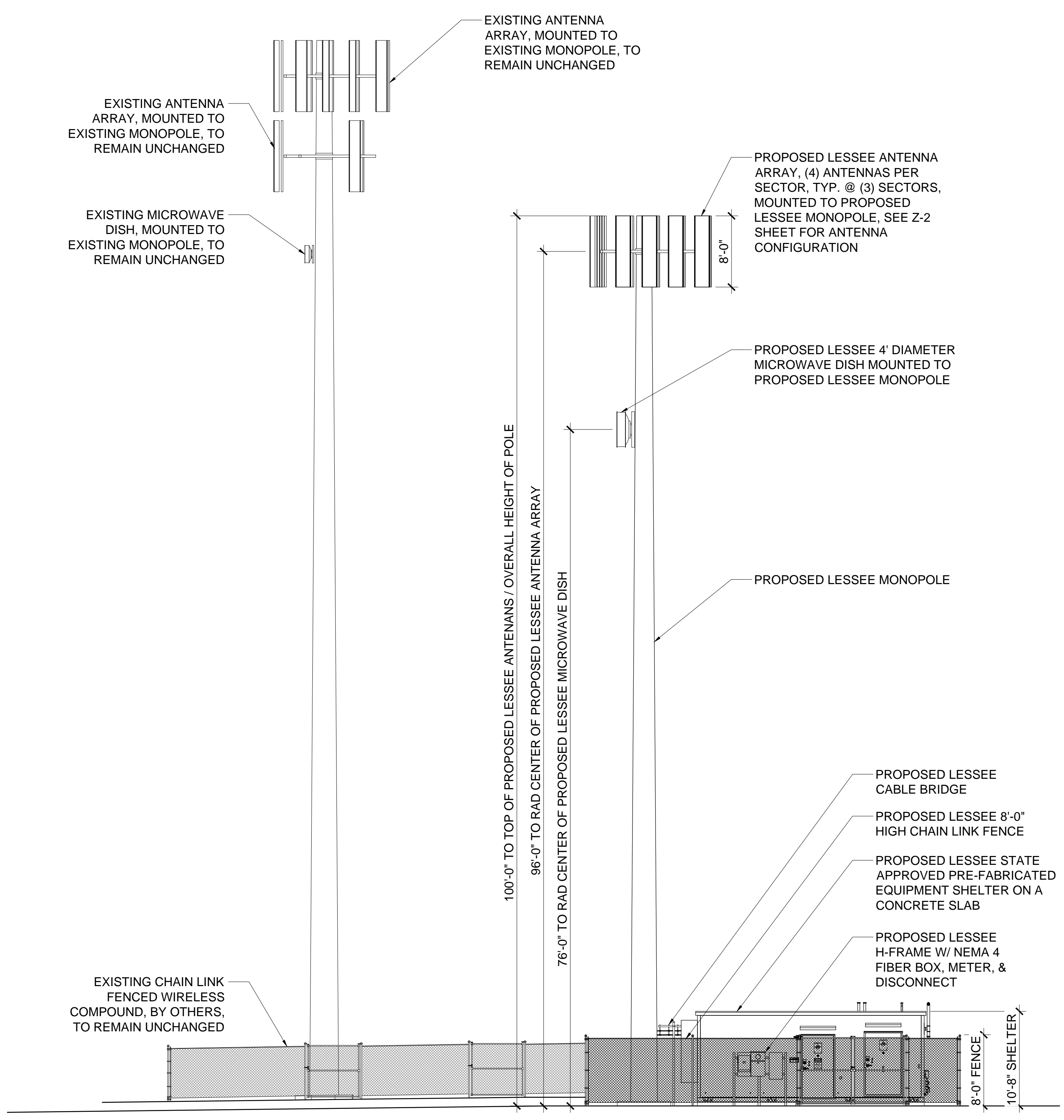
AZ4_ESCARAMUJO

22625 HIGHWAY 95
 SAN LUIS, AZ 85349

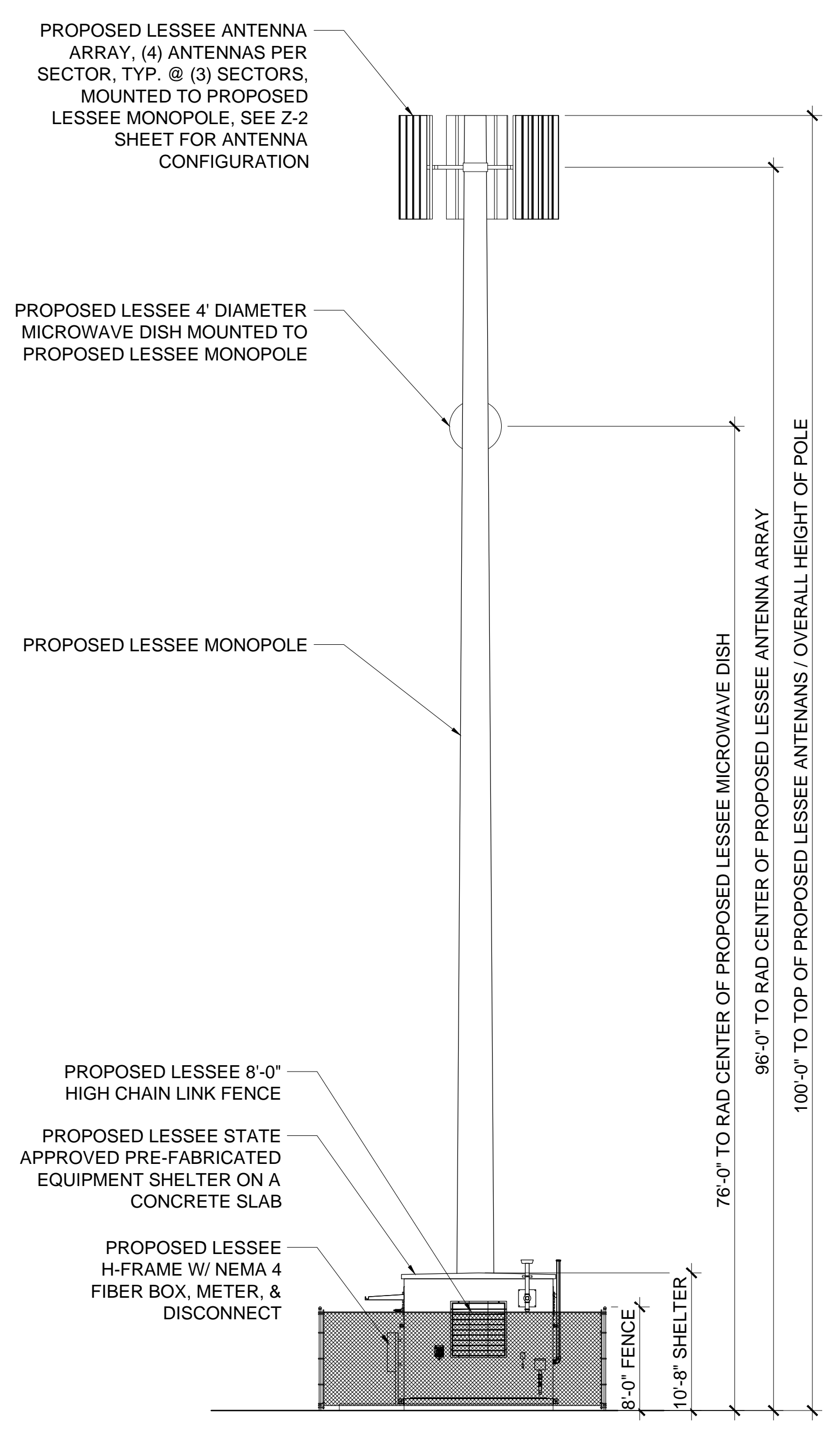
SHEET TITLE
ELEVATIONS

JURISDICTION APPROVAL

SHEET NUMBER
Z-3



2 NEW WEST ELEVATION
 Z-3 SCALE: 1/4" = 1'-0" SCALE: 1/4" = 1'-0"



1 NEW SOUTH ELEVATION
 Z-3 SCALE: 1/4" = 1'-0" SCALE: 1/4" = 1'-0"



Jose A. Guzman

From: Roman Pacheco
Sent: Thursday, June 25, 2015 7:45 AM
To: Jose A. Guzman
Subject: FW: Parcel
Attachments: T11S_R25W_sec1.lot8.Desantiago.AutoSale.docx

FYI

From: Briceno, Vanessa [<mailto:vbriceno@blm.gov>]
Sent: Friday, June 19, 2015 10:26 AM
To: Roman Pacheco
Cc: Candy Holzer; Thomas Jones; John Starkey
Subject: Fwd: Parcel

Roman,

The BLM has received the notification for Variance Case No. 2014-0126 regarding Verizon Wireless facility located within Javier De Santiago's property. Please let me know the legal access to the private property. BLM is aware that there is physical access across Federal lands where there is a paved road located off of Highway 95. BLM has no record noting authorization of the paved road and therefore this road does not provide legal access to De Santiago's private property. As long as Mr. De Santiago's private property can be accessed by private land and that route is considered to be the recognized legal access then BLM would have no comment on this variance case.

Information regarding the Federal parcel located adjacent to Mr. De Santiago's property was provided by email to Isaac Gutierrez of the City of San Luis on April 16, 2015, who had requested the information on behalf of De Santiago's consultant. The same email was forwarded to Michelle Lamoureux of Pinnacle Inc. on April 17, 2015.

BLM is considering scheduling a meeting with the City to discuss unauthorized activity within the City limits primarily located along Highway 95. Please let me know who from the City the BLM would need to schedule a meeting with.

Thank you,
Vanessa

----- Forwarded message -----

From: Holzer, Candy <cholzer@blm.gov>
Date: Thu, Apr 16, 2015 at 10:15 AM
Subject: Re: Parcel
To: Isaac Gutierrez <GISUser@cityofsanluis.org>
Cc: Thomas Jones <tkjones@blm.gov>, Vanessa Briceno <vbriceno@blm.gov>

Hello Mr. Gutierrez. Vanessa Briceno and I took a look at this parcel PID 775-29-051 and confirmed that the parcel is Federal land managed by BLM. Attached is a couple of pages with images - page 1 is from GoogleEarth showing lot 8 bounded by the green line, includes more than just that Yuma County parcel, and shows Desantiago Auto Sales and that the access to the business is across Federal land without an authorization

at this time. Do you have knowledge of any kind of proposed improvement to the road? If so, we would prefer to visit directly with the owner of the business and work on an authorization.

Pages 2 and 3 show the Yuma County parcel map - the yellow shape is PID 775-29-051 without the aerial layer showing on page 3. Again, our efforts also show that lot 8 from the Yuma County plat does not truly reflect the entire Federal surveyed parcel of land identified as lot 8, sec. 1, T. 11 S., R. 25 W., G&SRM, AZ.

If you have any more questions or information, please let us know. Thank you!

Candy Holzer and Vanessa Briceño

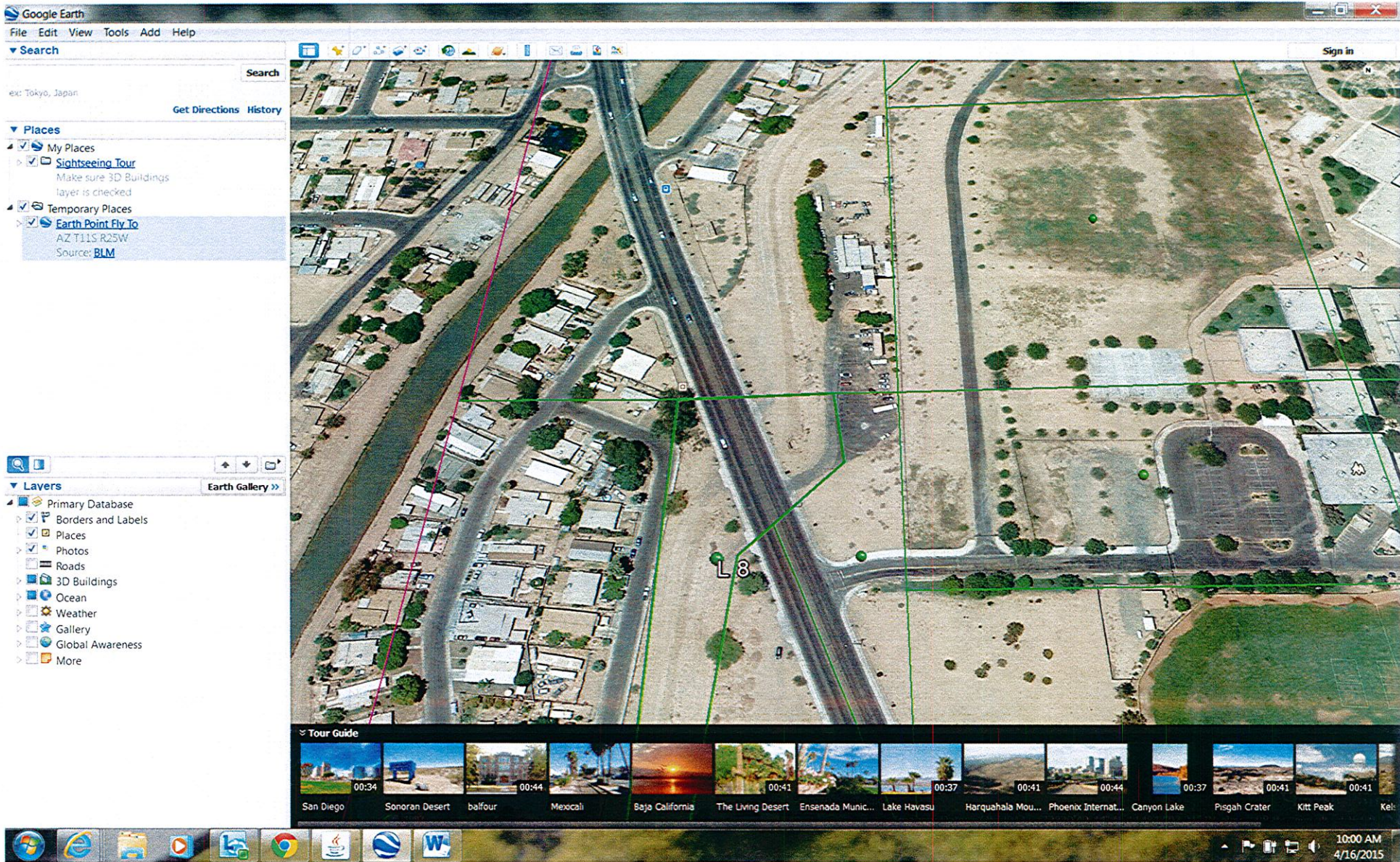
On Wed, Apr 15, 2015 at 11:39 AM, Isaac Gutierrez <GISUser@cityofsanluis.org> wrote:

Hi Candy,

There is a piece of property off of Hwy 95 (PID: 775-29-051) that according to County records it belongs to BLM. There is an entrance to a business located on this property, Desantiago Auto Sales which own the parcel above yours. The old parcel Id for this property was : 14 102 570 190 41. Does this land belong to BLM? Was there ever a deal struck with Desantiago to put his business entrance through here?

--
Candice L. Holzer, Land Law Examiner
BLM, Yuma Field Office
2555 E. Gila Ridge Road
Yuma, AZ 85365
Tel: 928-317-3253
Fax: 928-317-3250
Email: cholzer@blm.gov

--
Vanessa Briceño, Realty Specialist
Bureau of Land Management, Yuma Field Office
2555 E. Gila Ridge Road, Yuma, AZ 85365
Tel. 928-317-3290, Fax 928-317-3250, vbriceno@blm.gov



YUMA COUNTY GIS

Search for map features...

Getting Around | Maps & Data Sources | Tasks | Analysis | Search

Initial Extent | Full Extent | Previous Extent | Next Extent | Pan | Zoom In | Zoom Out

Map Scale: 1: 1,991

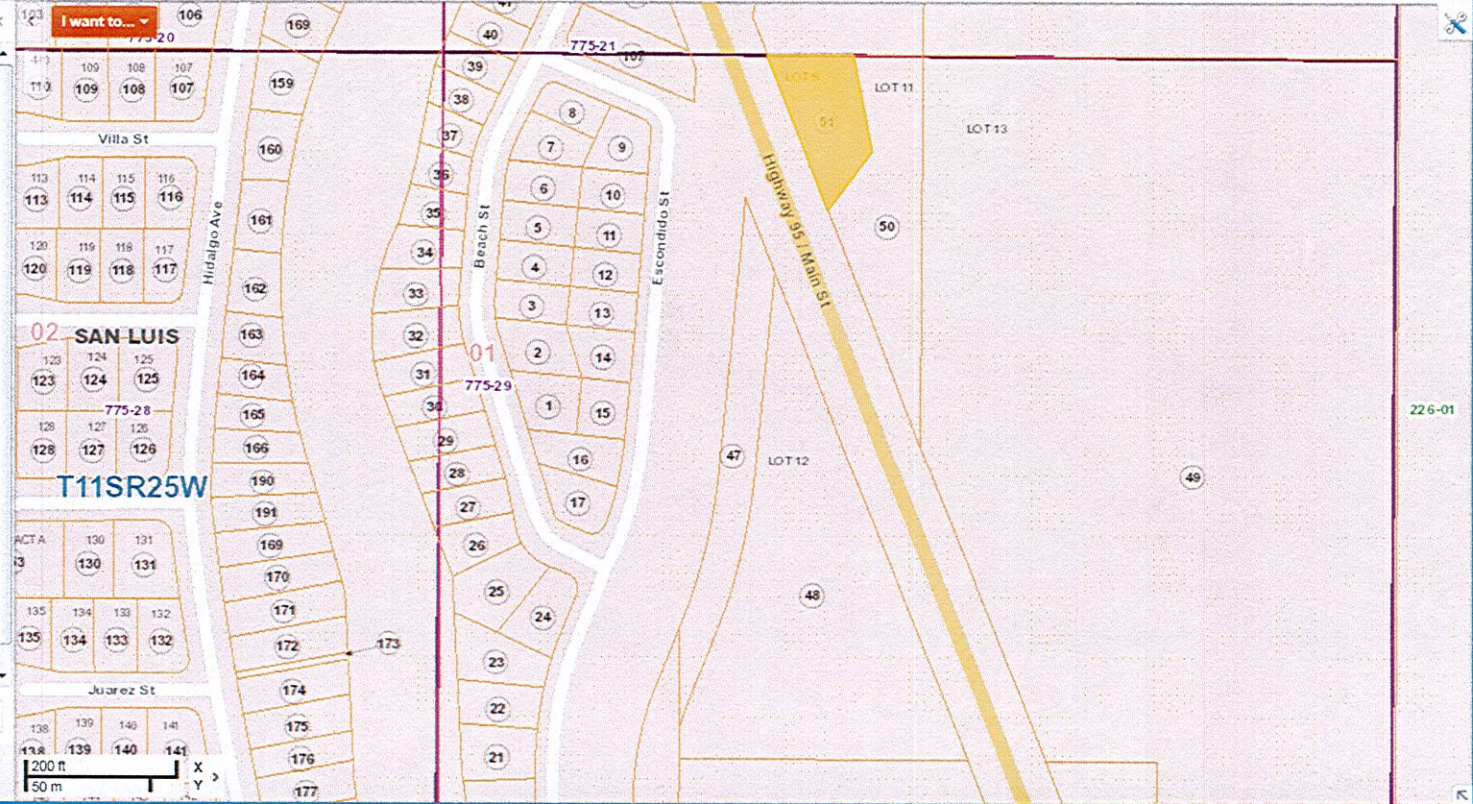
Point Identify | Jump to a map bookmark... | Help | What's This?

Map Layers

Operational Layers

- Yuma County Vector Layers
 - Community Interests
 - Property Related
 - Parcel Numbers
 - Townships
 - Sections
 - Mobile Home / RV
 - Parcels
 - Landhook
 - Lot Line
 - Right of Way Line
 - Irrigation Channels
 - Easements
 - Subdivisions
 - Assessor Book / Map
- Planning
- Transportation
- Administrative
- 2010 NAIP Imagery Dynamic

Show Legend | Filter



YUMA COUNTY GIS

Search for map features...

Getting Around Maps & Data Sources Tasks Analysis Search

Initial Extent Full Extent Previous Extent Next Extent Pan Zoom In Zoom Out

Map Scale: 1 | 1,991

Point Identity Jump to a map bookmark... +

Help What's This? Help

- ### Map Layers
- Operational Layers**
- Yuma County Vector Layers
 - Community Interests
 - Property Related
 - Parcel Numbers
 - Townships
 - Sections
 - Mobile Home / RV
 - Parcels
 - Landhook
 - Lot Line
 - Right of Way Line
 - Irrigation Channels
 - Easements
 - Subdivisions
 - Assessor Book / Map
 - Planning
 - Transportation
 - Administrative
 - 2010 NAIP Imagery Dynamic
- Show Legend Filter





AGENDA ITEM REVIEW FORM

Regular City Council Meeting

10. 1.

Meeting Date: 07/08/2015

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

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

Action Requested: Motion

ITEM:

Discussion and possible action to hold an Executive Session pursuant to A.R.S. §§38-431.03(A)(3), 38-431.03(A)(4), and 38-431.03(a)(7) for legal advice and to consider the City's position and instruct its attorney with respect to the potential purchase of land, financing, and potential lease, management contract, and construction manager at risk contract for the possible development and operation of a landfill. **(Glenn Gimbut)**

SUMMARY:

Executive session to present the potential purchase of land, financing, and potential lease, management contract, and construction manager at risk contract for the possible development and operation of a landfill.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO GO INTO EXECUTIVE SESSION.

Supporting information not attached to the Agenda Item Review Form:

N/A

Is document to be sent to the Recorder's Office?: No

Department

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM: N/A

CITY/STATE/FEDERAL FUNDS: N/A

TOTAL: N/A

BUDGETED: N/A

AVAILABLE TO TRANSFER: N/A

ACCOUNT #/REMAINING BALANCE: N/A

FISCAL IMPACT STATEMENT:

N/A

Attachments

Earnest Money Contract

VACANT LAND/LOT PURCHASE CONTRACT

Document updated:
June 2014



The pre-printed portion of this form has been drafted by the Arizona Association of REALTORS®. Any change in the pre-printed language of this form must be made in a prominent manner. No representations are made as to the legal validity, adequacy and/or effects of any provision, including tax consequences thereof. If you desire legal, tax or other professional advice, please consult your attorney, tax advisor or professional consultant.



If subdivided land or unsubdivided land is being sold by a subdivider, i.e., a person who owns 6 or more lots, a public report will generally be required and an Addendum regarding subdivided or unsubdivided land must be executed by the Seller and Buyer.

1. PROPERTY

- 1a. 1. BUYER: The City of San Luis
BUYER'S NAME(S)
- 2. SELLER: Faithful Management Systems AZ, LLC or as identified in Section 9c.
SELLER'S NAME(S)
- 3. Buyer agrees to buy and Seller agrees to sell the real property with all improvements, fixtures, and appurtenances thereon
- 4. or incidental thereto, if any, plus the personal property described herein (collectively the "Property").
- 1b. 5. Property Address: 155 acres (Co. 19 & 1E) Zoning: HI
- 6. Assessor's #(s): 212-22-002
- 7. City: Yuma County: Yuma AZ, Zip Code: _____
- 8. Legal Description: Legal to be supplied in escrow or see attached legal description.
- 1c. 9. \$ 2,480,000.00 Full Purchase Price, paid as outlined below
- 10. \$ 75,000.00 Earnest money due after council approval of same
- 11. \$ 2,405,000.00 By means of a new conventional loan with National Bank.
- 12. \$ This offer is contingent on the City Council of San Luis approving
- 13. said purchase.
- 1d. 14. Incidental Improvements: Buyer is purchasing the Property as vacant land. Any improvements, fixtures and appurtenances
- 15. thereon or incidental thereto, are being transferred in their existing condition ("AS-IS") and Seller makes no warranty to Buyer,
- 16. expressed or implied, as to their condition except as provided for in section 5a.
- 1e. 17. Fixtures and Personal Property: Seller agrees that all existing fixtures on the Property, and any existing personal property
- 18. specified herein, shall be included in this sale, including the following:
- 19. _____
- 20. _____
- 21. Personal property included herein shall be transferred with no monetary value, and free and clear of all liens
- 22. or encumbrances.
- 23. Fixtures and leased items NOT included: _____
- 1f. 24. Close of Escrow: Close of Escrow ("COE") shall occur when the deed is recorded at the appropriate county recorder's
- 25. office. Buyer and Seller shall comply with all terms and conditions of this Contract, execute and deliver to Escrow
- 26. Company all closing documents, and perform all other acts necessary in sufficient time to allow COE to occur on
- 27. August 31st, 2015 ("COE Date"). If Escrow Company or recorder's office is closed on
MONTH DAY YEAR
- 28. COE Date, COE shall occur on the next day that both are open for business.
- 29. Buyer shall deliver to Escrow Company a cashier's check, wired funds or other immediately available funds to pay any down
- 30. payment, additional deposits or Buyer's closing costs, and instruct the lender, if applicable, to deliver immediately available funds
- 31. to Escrow Company, in a sufficient amount and in sufficient time to allow COE to occur on COE Date.

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[Signature]
BUYER BUYER



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- 1g. 32. **Possession:** Seller shall deliver access to keys and/or means to operate all locks, mailbox, and all common area facilities, subject to the 33. rights of tenants under existing leases, to Buyer at COE or _____ . Broker(s) recommend that the parties seek appropriate 34. counsel from insurance, legal, tax, and accounting professionals regarding the risks of pre-possession or post-possession of the Property.
- 1h. 35. **Addenda Incorporated:** Additional Clause Buyer Contingency Domestic Water Well H.O.A.
 36. Loan Assumption Market Conditions Advisory On-site Wastewater Treatment Facility Seller Financing Short Sale
 37. Vacant Land/Lot Purchase Contract Addendum Regarding Subdivided or Unsubdivided Land
 38. Other: _____
- 1i. 39. **IF THIS IS AN ALL CASH SALE:** Buyer shall provide Seller, within five (5) days or _____ days after Contract acceptance, 40. either a Letter of Credit or a Source of Funds Letter from a financial institution documenting the availability of funds to 41. close escrow as agreed. Section 2 shall not apply, GO TO SECTION 3.

2. FINANCING

- 2a. 42. **Type of Financing:** Conventional FHA VA USDA Assumption Seller Carryback
 43. _____
 44. (If financing is to be other than new financing, see attached addendum.)
- 2b. 45. **Financing:** This sale is is not contingent upon Buyer obtaining a satisfactory financing commitment within 46. Due Diligence Period pursuant to Section 6a. (If sale is not contingent on a financing commitment, go to Section 2k.)
- 2c. 47. **Financing Commitment Contingency Period:** If the sale is contingent upon Buyer obtaining a satisfactory financing commitment, 48. Buyer shall have the Due Diligence Period to obtain a financing commitment, including appraised value, satisfactory to Buyer in Buyer's 49. sole discretion, for a loan to purchase the Property or Buyer may cancel this Contract and receive a refund of the Earnest Money.
 50. **PRIOR TO THE EXPIRATION OF THE DUE DILIGENCE PERIOD, BUYER SHALL DELIVER TO SELLER AND ESCROW COMPANY 51. NOTICE THAT BUYER HAS NOT RECEIVED SUCH SATISFACTORY FINANCING COMMITMENT OR BUYER SHALL BE DEEMED 52. TO HAVE WAIVED THE FINANCING COMMITMENT CONTINGENCY AND ANY RIGHT TO CANCEL DUE TO FINANCING.**
- 2d. 53. **Pre-Qualification:** A completed AAR Pre-Qualification Form is is not attached hereto and incorporated herein 54. by reference.
- 2e. 55. **Loan Status Update:** Buyer shall deliver to Seller the Loan Status Update (LSU) with at a minimum lines 1-40 completed describing 56. the current status of the Buyer's proposed loan within five (5) days after Contract acceptance and instruct lender to provide an 57. updated LSU to Broker(s) and Seller upon request.
- 2f. 58. **Loan Processing During Escrow:** Buyer agrees to diligently work to obtain the loan and will promptly provide the lender with all 59. additional documentation required. Buyer shall sign all loan documents no later than three (3) days prior to the COE Date.
- 2g. 60. **Loan Costs:** Buyer shall pay all costs of obtaining the loan, except as provided herein.
- 2h. 61. **VA Loan Costs:** In the event of a VA loan, Seller agrees to pay the escrow fee and up to \$ _____ of loan costs not 62. permitted to be paid by the Buyer, in addition to the other costs Seller has agreed to pay herein, including Seller's Concessions.
- 2i. 63. **Changes:** Buyer shall immediately notify Seller of any changes in the loan program, financing terms, or lender described in the 64. Pre-Qualification Form if attached hereto or LSU provided within five (5) days after Contract acceptance and shall only make any 65. such changes without the prior written consent of Seller if such changes do not adversely affect Buyer's ability to obtain loan 66. approval without Prior to Document (PTD) conditions, increase Seller's closing costs, or delay COE.
- 2j. 67. **Appraisal Fee(s):** Appraisal Fee(s), when required by Lender, shall be paid by Buyer Seller
 68. Other _____
 69. Appraisal Fee(s) are are not included in Seller Concessions, if applicable.
- 2k. 70. **Partial Release, if applicable:** Buyer and Seller agree that any partial releases will be addressed under Additional Terms 71. and Conditions or attached Addendum. Broker(s) recommend the parties seek appropriate counsel regarding the risks of 72. partial release.


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2i. 73. **Subordination:** If applicable, Seller carryback financing is is not to be subordinated to a construction loan. If Seller 74. agrees to subordination, such subordination shall only be allowed if the Seller Carryback financing is not in default and if the 75. Seller approves the terms and conditions of the construction loan to be recorded as a senior loan. Approval will not be 76. unreasonably withheld. **IF SELLER SUBORDINATES THE SELLER CARRYBACK FINANCING TO A SENIOR LOAN, THE 77. SELLER ACKNOWLEDGES THAT IN ORDER TO PROTECT THE SELLER CARRYBACK FINANCING, THE SELLER MAY 78. HAVE TO MAKE PAYMENTS ON THE SENIOR LOAN IF THE SENIOR LOAN IS IN DEFAULT.** Broker(s) recommend the 79. parties seek appropriate counsel regarding the risks of subordination.

3. TITLE AND ESCROW

3a. 80. **Escrow:** This Contract shall be used as escrow instructions. The Escrow Company employed by the parties to carry out the 81. terms of this Contract shall be:

82. Citizens Title c/o Lisa Slade PHONE _____
"ESCROW/TITLE COMPANY"

83. _____
FAX EMAIL

84. _____
ADDRESS

3b. 85. **Title and Vesting:** Buyer will take title as determined before COE. Taking title may have significant legal, estate planning and tax 86. consequences. Buyer is advised to obtain legal and tax advice.

3c. 87. **Title Commitment and Title Insurance:** Escrow Company is hereby instructed to obtain and deliver to Buyer and Seller directly, 88. addressed pursuant to 8s and 9c or as otherwise provided, a Commitment for Title Insurance together with complete and legible 89. copies of all documents that will remain as exceptions to Buyer's policy of Title Insurance ("Title Commitment"), including but not 90. limited to Conditions, Covenants and Restrictions ("CC&Rs"); deed restrictions; and easements within fifteen (15) days after 91. Contract acceptance. Buyer shall have prior to the expiration of the Due Diligence Period to provide written notice of any items 92. disapproved. Buyer shall be provided, at Seller's expense, a Standard Owner's Title Insurance Policy showing the title vested in 93. Buyer. Buyer may acquire extended coverage(s) at Buyer's own additional expense. 94. Seller shall convey title by warranty deed, subject to existing taxes, assessments, covenants, restrictions, rights of way, easements 95. and all other matters of record or _____ deed.

3d. 96. **Additional Instructions:** (i) Escrow Company shall promptly furnish notice of pending sale that contains the name and address 97. of the Buyer to any homeowner's association in which the Property is located. (ii) If the Escrow Company is also acting as the 98. title agency but is not the title insurer issuing the title insurance policy, Escrow Company shall deliver to the Buyer and Seller, 99. upon deposit of funds, a closing protection letter from the title insurer indemnifying the Buyer and Seller for any losses due to 100. fraudulent acts or breach of escrow instructions by the Escrow Company. (iii) All documents necessary to close this transaction 101. shall be executed promptly by Seller and Buyer in the standard form used by Escrow Company. Escrow Company shall modify 102. such documents to the extent necessary to be consistent with this Contract. (iv) Escrow Company fees, unless otherwise stated 103. herein, shall be allocated equally between Seller and Buyer. (v) Escrow Company shall send to all parties and Broker(s) copies 104. of all notices and communications directed to Seller, Buyer and Broker(s). (vi) Escrow Company shall provide Broker(s) access 105. to escrowed materials and information regarding the escrow. (vii) If an Affidavit of Disclosure is provided, Escrow Company shall 106. record the Affidavit at COE.

3e. 107. **Prorations, Expenses and Adjustments:**
 108. **Taxes:** Real property taxes payable by the Seller shall be prorated through COE, based upon the latest tax bill available. The 109. parties agree that any discrepancy between the latest tax bill available and the actual tax bill when received shall be handled 110. as a Post Closing Matter and Buyer or Seller may be responsible for additional tax payments to each other.
 111. **Rents, Interest and Expenses:** Rents; interest on existing notes, if transferred; utilities; and operating expenses shall be prorated 112. through COE. The Parties agree to adjust any rents received after COE as a Post Closing Matter.
 113. **Deposits:** All deposits held by Seller pursuant to rent/lease agreement(s) shall be credited against the cash required of Buyer 114. at COE or paid to Buyer by Seller at COE.

3f. 115. **Post Closing Matters:** The parties shall promptly adjust any item to be prorated that is not determined or determinable at COE 116. as a Post Closing Matter by appropriate cash payment to the other party outside of the escrow when the amount due is 117. determined. Seller and Buyer agree that Escrow Company and Broker(s) are relieved of any responsibility for said adjustments.

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- 3g. 118. **Release of Earnest Money:** In the event of a dispute between Buyer and Seller regarding any Earnest Money deposited with 119. Escrow Company, Buyer and Seller authorize Escrow Company to release Earnest Money pursuant to the terms and conditions of 120. this Contract in its sole and absolute discretion. Buyer and Seller agree to hold harmless and indemnify Escrow Company against 121. any claim, action or lawsuit of any kind, and from any loss, judgment, or expense, including costs and attorney fees, arising from or 122. relating in any way to the release of Earnest Money.
- 3h. 123. **Assessment Liens:** The amount of any assessment, other than homeowner's association assessments, that is a lien as of the 124. COE shall be: paid in full by Seller prorated and assumed by Buyer paid in full by Buyer. Any assessment that becomes 125. a lien after COE is the Buyer's responsibility.
- 3i. 126. **IRS and FIRPTA Reporting:** Seller agrees to comply with IRS reporting requirements. If applicable, Seller agrees to complete, sign, 127. and deliver to Escrow Company a certificate indicating whether Seller is a foreign person or a non-resident alien pursuant to the 128. Foreign Investment in Real Property Tax Act (FIRPTA). Buyer and Seller acknowledge that if the Seller is a foreign person, the Buyer 129. (or Escrow Company, as directed by Buyer) must withhold a tax equal to 10% of the purchase price, unless an exemption applies.
- 3j. 130. **Agricultural Foreign Investment Disclosure Act:** If applicable, Buyer and Seller shall comply with the Agricultural Foreign 131. Investment Disclosure Act and make the required disclosures to the U.S. Department of Agriculture.
- 3k. 132. **TAX DEFERRED EXCHANGE:** If Seller or Buyer intends to enter into a tax-deferred exchange pursuant to I.R.C. §1031 or 133. otherwise, all additional costs in connection with any such tax-deferred exchange shall be borne by the party requesting the 134. exchange. The non-requesting party agrees to cooperate in the tax-deferred exchange provided that the non-requesting party 135. incurs no additional costs and COE is not delayed. The parties are advised to consult a professional tax advisor regarding the 136. advisability of any such exchange. The non-requesting party and Broker(s) shall be indemnified and held harmless from any 137. liability that may arise from participation in the tax deferred exchange.

4. DISCLOSURES

- 4a. 138. **Vacant Land/Lot Seller Property Disclosure Statement ("VLSPDS"):** Seller shall deliver a completed AAR VLSPDS form to 139. the Buyer within five (5) days after Contract acceptance.
- 4b. 140. **Additional Seller Disclosures and Information:** Seller shall provide to Buyer the following disclosures and information pertinent 141. to the Property within five (5) days after the Contract acceptance: (i) any information known to Seller that may adversely affect 142. the Buyer's use of the Property, (ii) any known pending special assessments, association fees, claims, or litigation, (iii) articles of 143. incorporation; by-laws; other governing documents; and any other documents required by law, (iv) financial statements, current 144. rent rolls, lists of current deposits, personal property lists, leases, rental agreements, service contracts, (v) soils, Phase I, or other 145. environmental reports in Seller's possession, (vi) the most recent survey, if available, and (vii) any and all other agreements, 146. documents, studies, or reports relating to the Property in Seller's possession or control provided, however, that Seller shall not 147. be required to deliver any report or study if the written contract that Seller entered into with the consultant who prepared such 148. report or study specifically forbids the dissemination of the report to others.
- 4c. 149. **Road Maintenance Agreement:** Seller shall provide to Buyer, within five (5) days after the Contract acceptance, a copy 150. of any known road maintenance agreement affecting the Property.
- 4d. 151. **Seller's Obligations Regarding Wells:** If a well is located on the Property, or if the Property is to be served by a shared 152. well, the AAR Domestic Water Well Addendum is attached hereto and incorporated by reference. At COE, if applicable, Seller 153. shall assign, transfer and convey to the Buyer all of the water rights, or claims to water rights, if any, held by Seller that are 154. associated with the Property.
- 4e. 155. **No Seller or Tenant Bankruptcy, Probate or Insolvency Proceedings:** Seller represents that Seller has no notice or knowledge 156. that any tenant on the Property is the subject of a bankruptcy, probate or insolvency proceeding. Further, Seller is not the 157. subject of a bankruptcy, insolvency or probate proceeding.
- 4f. 158. **Seller's Notice of Violations:** Seller represents that Seller has no knowledge of any notice of violations of City, County, State, or 159. Federal building, zoning, fire, or health laws, codes, statutes, ordinances, regulations, or rules filed or issued regarding the Property.
- 4g. 160. **Environmental Disclosure:** Seller has not knowingly caused or permitted the generation, storage, treatment, release or disposal 161. of any hazardous waste or regulated substances at the Property except as otherwise disclosed.
- 4h. 162. **Affidavit of Disclosure:** If the Property is located in an unincorporated area of the county, and five or fewer parcels of property other 163. than subdivided land are being transferred, the Seller shall deliver a completed Affidavit of Disclosure in the form required by law to the 164. Buyer within five (5) days after Contract Acceptance. Buyer shall provide notice of any Affidavit of Disclosure items disapproved within 165. five (5) days after receipt of the Affidavit of Disclosure.

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- 4i. 166. **H.O.A. / Condominium / Planned Community:** The Property is is not located within a homeowners' association/ 167. condominium/planned community. If yes, the HOA addendum is attached hereto and incorporated by reference.
- 4j. 168. **Changes During Escrow:** Seller shall immediately notify Buyer of any changes in the Property or disclosures made herein, in the SPDS, 169. or otherwise. Such notice shall be considered an update of the SPDS. Unless Seller is already obligated by Section 5a, or otherwise by 170. this Contract or any amendments hereto, to correct or repair the changed item disclosed, Buyer shall be allowed prior to the expiration of 171. the Due Diligence Period or five (5) days after delivery of such notice, whichever is later, to provide notice of disapproval to Seller.

5. WARRANTIES

- 5a. 172. **Seller Warranties:** Seller warrants and shall maintain and repair the Property so that at the earlier of possession or COE the 173. Property and any personal property included in the sale, will be in substantially the same condition as on the date of Contract 174. acceptance; and all personal property not included in the sale and all debris will be removed from the Property.
- 5b. 175. **Warranties that Survive Closing:** Seller warrants that Seller has disclosed to Buyer and Broker(s) all material latent defects and 176. any information concerning the Property known to Seller, excluding opinions of value, which materially and adversely affect the 177. consideration to be paid by Buyer. Prior to the COE, Seller warrants that payment in full will have been made for all labor, 178. professional services, materials, machinery, fixtures, or tools furnished within the 150 days immediately preceding the COE in 179. connection with the construction, alteration, or repair of any structure on or improvement to the Property. Seller warrants that 180. the information regarding connection to a sewer system or on-site wastewater treatment facility (conventional septic tank or 181. alternative system) is correct to the best of Seller's knowledge.
- 5c. 182. **Buyer Warranties:** Buyer warrants that Buyer has disclosed to Seller any information that may materially and adversely affect 183. the Buyer's ability to close escrow or complete the obligations of this Contract. At the earlier of possession of the Property or 184. COE, Buyer warrants to Seller that Buyer has conducted all desired independent inspections and investigations and accepts the 185. Property. Buyer warrants that Buyer is not relying on any verbal representations concerning the Property 186. except disclosed as follows: _____ 187. _____

6. DUE DILIGENCE

- 6a. 188. **Due Diligence Period:** Buyer's due diligence and inspection period shall be thirty (30) days or 40 days after the Contract acceptance 189. ("Due Diligence Period"). During Due Diligence Period Buyer shall perform all inspections and investigations to satisfy Buyer with respect to 190. the physical condition of the Property, financing, appraised value, the condition of title to the Property and as to the feasibility and suitability 191. of the Property for Buyer's intended purpose. During the Due Diligence Period, Buyer, at Buyer's expense, shall: (i) conduct all desired physical, 192. environmental, and other types of inspections and investigations to determine the value and condition of the Property; (ii) make inquiries and 193. consult government agencies, lenders, insurance agents, architects, and other appropriate persons and entities concerning the feasibility and 194. suitability of the Property and the surrounding area for the Buyer's intended purpose; (iii) investigate applicable building, zoning, fire, health, 195. and safety codes including applicable swimming pool barrier regulations to determine any potential hazards, violations or defects in the 196. Property; and (iv) verify any material multiple listing service ("MLS") information. If the presence of sex offenders in the vicinity or the occurrence 197. of a disease, natural death, suicide, homicide or other crime on or in the vicinity is a material matter to the Buyer, it must be investigated by the 198. Buyer during the Due Diligence Period. Buyer shall keep the Property free and clear of liens, shall indemnify and hold Seller harmless from all 199. liability, claims, demands, damages, and costs, and shall repair all damages arising from the inspections. Buyer shall provide Seller and 200. Broker(s) upon receipt, at no cost, copies of all inspection reports concerning the Property obtained by Buyer. If Buyer cancels this Contract, 201. Buyer shall return all documents provided by the Seller and provide Seller with copies of all reports or studies generated by Buyer, provided, 202. however, that Buyer shall not be required to deliver any such report or study if the written contract that Buyer entered into with the consultant 203. who prepared such report or study specifically forbids the dissemination of the report or study to others. Buyer is advised to consult the Arizona 204. Department of Real Estate *Buyer Advisory* provided by AAR to assist in Buyer's due diligence inspections and investigations.
- 6b. 205. **Square Footage/Acreage:** BUYER IS AWARE THAT ANY REFERENCE TO THE SQUARE FOOTAGE/ACREAGE OF 206. THE PROPERTY, BOTH THE REAL PROPERTY (LAND) AND IMPROVEMENTS THEREON IS APPROXIMATE. IF 207. SQUARE FOOTAGE/ACREAGE IS A MATERIAL MATTER TO THE BUYER; IT MUST BE INVESTIGATED DURING THE 208. DUE DILIGENCE PERIOD.
- 6c. 209. **Flood Hazard:** Flood hazard designations or the cost of flood hazard insurance shall be determined by Buyer during the Due Diligence 210. Period. If the Property is situated in an area identified as having any special flood hazards by any governmental entity, the lender may 211. require the purchase of flood hazard insurance. Special flood hazards may also affect the ability to encumber or improve the Property. >>

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6d. 212. Insurance: IF INSURANCE IS A MATERIAL MATTER TO THE BUYER, BUYER SHALL APPLY FOR AND OBTAIN WRITTEN
213. CONFIRMATION OF THE AVAILABILITY AND COST OF INSURANCE FOR THE PROPERTY FROM BUYER'S INSURANCE
214. COMPANY DURING THE DUE DILIGENCE PERIOD. Buyer understands that any fire, casualty, or other insurance desired by
215. Buyer or required by Lender should be in place at COE.

6e. 216. Sewer or On-site Wastewater Treatment System: The Property does does not contain an on-site wastewater treatment
217. system. If the Property is served by a conventional septic tank or alternative system, the AAR On-site Wastewater Treatment
218. Facility Addendum is incorporated herein by reference.

219. IF A SEWER CONNECTION, OR THE AVAILABILITY OF A SEWER CONNECTION, IS A MATERIAL MATTER TO THE
220. BUYER, IT MUST BE INVESTIGATED DURING THE DUE DILIGENCE PERIOD.

221. (BUYER'S INITIALS REQUIRED) _____ BUYER BUYER

6f. 222. Site/Soil Evaluation For Installation of On-site Wastewater Treatment Facility: If the suitability of the Property for installation
223. of an on-site wastewater treatment facility (conventional septic tank or alternative system) and associated costs are material to
224. the Buyer, Buyer shall complete a site/soil evaluation and investigate all on-site wastewater treatment facility installation costs
225. within the Due Diligence Period. NOTE: Buyer is advised that the site/soil evaluation is not binding on the State-delegated
226. County agency in any future permitting decision as to the suitability of the design or type of facility for the Property.

6g. 227. LAND DIVISIONS: LAND PROPOSED TO BE DIVIDED FOR PURPOSES OF SALE OR LEASE IS SUBJECT TO STATE,
228. COUNTY AND MUNICIPAL LAWS, ORDINANCES AND REGULATIONS. IF STATE, COUNTY AND MUNICIPAL
229. REQUIREMENTS RELATING TO THE DIVISION OR SPLITTING OF THE PROPERTY ARE A MATERIAL MATTER TO THE
230. BUYER, THEY MUST BE VERIFIED BY BUYER DURING THE DUE DILIGENCE PERIOD. BROKER(S) HAVE MADE NO
231. REPRESENTATIONS, EXPRESS OR IMPLIED, REGARDING THE ABILITY TO DIVIDE OR SPLIT THE PROPERTY

232. (BUYER'S INITIALS REQUIRED) _____ BUYER BUYER

6h. 233. ROADS: IF ROADWAYS, COST AND RESPONSIBILITY FOR ROAD MAINTENANCE, IMPROVEMENTS OR ACCESS IS
234. A MATERIAL MATTER TO BUYER, IT MUST BE INVESTIGATED BY BUYER DURING DUE DILIGENCE PERIOD.

6i. 235. Survey: A survey shall shall not be performed. If to be performed, the survey shall be performed by a licensed surveyor
236. within the Due Diligence Period or _____ days after Contract acceptance.

237. Cost of the survey shall be paid by Seller Buyer Other: _____

238. The survey shall be performed in accordance with the Arizona State Board of Technical Registration's "Arizona Land Boundary
239. Survey Minimum Standards".

- 6j. 240. Survey instructions are:
- 241. A boundary survey and survey plat showing the corners either verified or monumentation.
 - 242. A survey certified by a licensed surveyor, acceptable to Buyer and the Title Company, in sufficient detail for an American Land Title Association ("ALTA") Owner's Policy of Title Insurance with boundary, encroachment or survey exceptions and showing all improvements, utility lines and easements on the Property or within five (5) feet thereof.
 - 243. Other survey terms: _____

244. _____
245. _____
246. _____
247. _____
248. _____
249. _____
250. _____
251. (BUYER'S INITIALS REQUIRED) _____ BUYER BUYER

6k. 252. WELL WATER/WATER RIGHTS: IF WELL WATER/WATER RIGHTS IS/ARE A MATERIAL MATTER TO THE BUYER, IT MUST
253. BE VERIFIED BY BUYER DURING THE DUE DILIGENCE PERIOD.

6l. 254. BUYER ACKNOWLEDGMENT: BUYER RECOGNIZES, ACKNOWLEDGES AND AGREES THAT BROKER(S) ARE NOT
255. QUALIFIED, NOR LICENSED, TO CONDUCT DUE DILIGENCE WITH RESPECT TO THE PROPERTY OR THE SURROUNDING
256. AREA. BUYER IS INSTRUCTED TO CONSULT WITH QUALIFIED LICENSED PROFESSIONALS TO ASSIST IN BUYER'S
257. DUE DILIGENCE EFFORTS. BECAUSE CONDUCTING DUE DILIGENCE WITH RESPECT TO THE PROPERTY AND
258. SURROUNDING AREA IS BEYOND THE SCOPE OF THE BROKERS EXPERTISE AND LICENSING, BUYER EXPRESSLY
259. RELEASES AND HOLDS HARMLESS BROKER(S) FROM LIABILITY FOR ANY DEFECTS OR CONDITIONS THAT COULD
260. HAVE BEEN DISCOVERED BY INSPECTION OR INVESTIGATION.

261. (BUYER'S INITIALS REQUIRED) _____ BUYER BUYER >>

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(BUYER'S INITIALS REQUIRED) _____ BUYER BUYER



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- 6m. 262. **Due Diligence Period Notice:** Prior to expiration of the Due Diligence Period, Buyer shall deliver to Seller a signed notice of any
 263. items disapproved. AAR's Vacant Land/Lot Buyer's Due Diligence Notice and Seller's Response form is available for this purpose
 264. Buyer shall conduct all desired inspections and investigations prior to delivering such notice to Seller and all Due Diligence Period
 265. items disapproved shall be provided in a single notice.
- 6n. 266. **Buyer Disapproval:** If Buyer, in Buyer's sole discretion, disapproves of any aspect of the Property, financing, title, or other matter,
 267. Buyer shall deliver to Seller notice of the items disapproved and state in the notice that Buyer elects to either:
 268. (1) immediately cancel this Contract and all Earnest Money shall be released to Buyer, or
 269. (2) provide the Seller an opportunity to correct the items disapproved, in which case:
 270. (a) Seller shall respond in writing within five (5) days or _____ days after delivery to Seller of Buyer's notice of
 271. items disapproved. Seller's failure to respond to Buyer in writing within the specified time period shall
 272. conclusively be deemed Seller's refusal to correct any of the items disapproved.
 273. (b) If Seller agrees in writing to correct item(s) disapproved, Seller shall correct the items, complete any
 274. repairs in a workmanlike manner and deliver any paid receipts evidencing the corrections and repairs
 275. to Buyer three (3) days or _____ days prior to COE Date.
 276. (c) If Seller is unwilling or unable to correct any of the items disapproved, Buyer may cancel this Contract within five
 277. (5) days after delivery of Seller's response or after expiration of the time for Seller's response, whichever occurs first,
 278. and all Earnest Money shall be released to Buyer. If Buyer does not cancel this Contract within the five (5) days as
 279. provided, Buyer shall close escrow without correction of those items that Seller has not agreed in writing to correct.
280. **VERBAL DISCUSSIONS WILL NOT EXTEND THESE TIME PERIODS.** Only a written agreement signed by both parties will
 281. extend response times or cancellation rights.
 282. **BUYER'S FAILURE TO GIVE NOTICE OF DISAPPROVAL OF ITEMS OR CANCELLATION OF THIS CONTRACT WITHIN THE**
 283. **SPECIFIED TIME PERIOD SHALL CONCLUSIVELY BE DEEMED BUYER'S ELECTION TO PROCEED WITH THE**
 284. **TRANSACTION WITHOUT CORRECTION OF ANY DISAPPROVED ITEMS.**
- 6o. 285. **Inspection(s):** Seller grants Buyer and Buyer's inspector(s) reasonable access to conduct inspection(s) of the Property for
 286. the purpose of satisfying Buyer that any corrections agreed to by the Seller have been completed and that the Property is in
 287. substantially the same condition as on the date of Contract acceptance. If Buyer does not conduct such inspection(s), Buyer
 288. releases Seller and Broker(s) from liability for any defects that could have been discovered.

7. REMEDIES

- 7a. 289. **Cure Period:** A party shall have an opportunity to cure a potential breach of this Contract. If a party fails to comply with any
 290. provision of this Contract, the other party shall deliver a notice to the non-complying party specifying the non-compliance. If the
 291. non-compliance is not cured within three (3) days after delivery of such notice ("Cure Period"), the failure to comply shall
 292. become a breach of Contract.
- 7b. 293. **Breach:** In the event of a breach of Contract, the non-breaching party may cancel this Contract and/or proceed against the
 294. breaching party in any claim or remedy that the non-breaching party may have in law or equity, subject to the Alternative Dispute
 295. Resolution obligations set forth herein. In the case of the Seller, because it would be difficult to fix actual damages in the event
 296. of Buyer's breach, the Earnest Money may be deemed a reasonable estimate of damages and Seller may, at Seller's option,
 297. accept the Earnest Money as Seller's sole right to damages. An unfulfilled contingency is not a breach of Contract. The parties
 298. expressly agree that the failure of any party to comply with the terms and conditions of Section 1f to allow COE to occur on the
 299. COE Date, if not cured after a cure notice is delivered pursuant to Section 7a, will constitute a material breach of this Contract,
 300. rendering the Contract subject to cancellation.
- 7c. 301. **Alternative Dispute Resolution ("ADR"):** Buyer and Seller agree to mediate any dispute or claim arising out of or relating to this
 302. Contract in accordance with the REALTORS® Dispute Resolution System, or as otherwise agreed. All mediation costs shall be paid
 303. equally by the parties. In the event that mediation does not resolve all disputes or claims, the unresolved disputes or claims shall
 304. be submitted for binding arbitration. In such event, the parties shall agree upon an arbitrator and cooperate in the scheduling of an
 305. arbitration hearing. If the parties are unable to agree on an arbitrator, the dispute shall be submitted to the American Arbitration
 306. Association ("AAA") in accordance with the AAA Arbitration Rules for the Real Estate Industry. The decision of the arbitrator shall
 307. be final and nonappealable. Judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction.
 308. Notwithstanding the foregoing, either party may opt out of binding arbitration within thirty (30) days after the conclusion of the mediation
 309. conference by notice to the other and in such event either party shall have the right to resort to court action.
- 7d. 310. **Exclusions from ADR:** The following matters are excluded from the requirement for ADR hereunder: (i) any action brought in the Small
 311. Claims Division of an Arizona Justice Court (up to \$3,500) so long as the matter is not thereafter transferred or removed from the small
 312. claims division; (ii) judicial or nonjudicial foreclosure or other action or proceeding to enforce a deed of trust, mortgage, or agreement
 313. for sale; (iii) an unlawful entry or detainer action; (iv) the filing or enforcement of a mechanic's lien; or (v) any matter that is within the
 314. jurisdiction of a probate court. Further, the filing of a judicial action to enable the recording of a notice of pending action ("lis pendens"),

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315. or order of attachment, receivership, injunction, or other provisional remedies shall not constitute a waiver of the
316. obligation to submit the claim to ADR, nor shall such action constitute a breach of the duty to mediate or arbitrate.

7a. 317. **Attorneys Fees and Costs:** The prevailing party in any dispute or claim between Buyer and Seller arising out of or relating to
318. this Contract shall be awarded their reasonable attorney fees and costs. Costs shall include, without limitation, attorney fees,
319. expert witness fees, fees paid to investigators, and arbitration costs.

8. ADDITIONAL TERMS AND CONDITIONS

8a. 320. All existing improvements to stay with the property. This offer includes 155 acres at
321. \$16,000 per acre.

322.

323. Buyer's loan is approved by National Bank, however, closing escrow is contingent on
324. buyer receiving these funds.

325.

326. Buyer to cooperate in a 1031 tax deferred exchange for the benefit of the seller with
327. no cost to the buyer.

328.

329. The buyer can provide a letter with the threat of condemnation. This will save the
330. seller substantial capital gain tax savings.

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8b. 350. **Risk of Loss:** If there is any loss or damage to the Property between the date of Contract acceptance and COE or possession,
351. whichever is earlier, by reason of fire, vandalism, flood, earthquake, or act of God, the risk of loss shall be on the Seller, provided,
352. however, that if the cost of repairing such loss or damage would exceed ten percent (10%) of the purchase price, either Seller or
353. Buyer may elect to cancel the Contract.

8c. 354. **Permission:** Buyer and Seller grant Broker(s) permission to advise the public of this Contract.

8d. 355. **Arizona Law:** This Contract shall be governed by Arizona law and jurisdiction is exclusively conferred on the State of Arizona.

8e. 356. **Time is of the Essence:** The parties acknowledge that time is of the essence in the performance of the obligations
357. described herein.

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- 8f. 358. **Compensation:** Seller and Buyer acknowledge that Broker(s) shall be compensated for services rendered as previously agreed by 359. separate written agreement(s), which shall be delivered by Broker(s) to Escrow Company for payment at COE, if not previously paid. 360. If Seller is obligated to pay Broker(s), this Contract shall constitute an irrevocable assignment of Seller's proceeds at COE. If Buyer 361. is obligated to pay Broker(s), payment shall be collected from Buyer as a condition of COE. COMMISSIONS PAYABLE FOR THE 362. SALE, LEASING, OR MANAGEMENT OF PROPERTY ARE NOT SET BY ANY BOARD OR ASSOCIATION OF REALTORS®, OR 363. MULTIPLE LISTING SERVICE, OR IN ANY MANNER OTHER THAN BETWEEN THE BROKER AND CLIENT.
- 8g. 364. **Copies and Counterparts:** A fully executed facsimile or electronic copy of the Contract shall be treated as an original Contract. 365. This Contract and any other documents required by this Contract may be executed by facsimile or other 366. electronic means and in any number of counterparts, which shall become effective upon delivery as provided for herein. 367. All counterparts shall be deemed to constitute one instrument, and each counterpart shall be deemed an original.
- 8h. 368. **Days:** All references to days in this Contract shall be construed as calendar days and a day shall begin at 12:00 a.m. and 369. end at 11:59 p.m.
- 8i. 370. **Calculating Time Periods:** In computing any time period prescribed or allowed by this Contract, the day of the act or event from 371. which the time period begins to run is not included and the last day of the time period is included. Contract acceptance occurs 372. on the date that the signed Contract (and any incorporated counter offer) is delivered to and received by the appropriate Broker. 373. Acts that must be performed three days prior to the COE Date must be performed three full days prior (i.e., if COE Date is Friday 374. the act must be performed by 11:59 p.m. on Monday).
- 8j. 375. **Entire Agreement:** This Contract, and any addenda and attachments, shall constitute the entire agreement between Seller and 376. Buyer, shall supersede any other written or oral agreements between Seller and Buyer and can be modified only by a writing 377. signed by Seller and Buyer. The failure to initial any page of this Contract shall not affect the validity or terms of this Contract.
- 8k. 378. **Subsequent Offers:** Buyer acknowledges that Seller has the right to accept subsequent offers until COE. Seller understands 379. that any subsequent offer accepted by the Seller must be a backup offer contingent on the cancellation of this Contract.
- 8l. 380. **Cancellation:** A party who wishes to exercise the right of cancellation as allowed herein may cancel this Contract by 381. delivering notice stating the reason for cancellation to the other party or to the Escrow Company. Cancellation shall become 382. effective immediately upon delivery of the cancellation notice.
- 8m. 383. **Notice:** Unless otherwise provided, delivery of all notices and documentation required or permitted hereunder shall be in writing 384. and deemed delivered and received when: (i) hand-delivered; (ii) sent via facsimile transmission; (iii) sent via electronic mail, if 385. email addresses are provided herein; or (iv) sent by recognized overnight courier service, and addressed to Buyer as indicated 386. in Section 8q, to Seller as indicated in Section 9a and to the Escrow Company indicated in Section 3a.
- 8n. 387. **Earnest Money:** Earnest Money is in the form of: Personal Check Other _____ 388. If applicable, Earnest Money has been received by Broker named in Section 8q and upon acceptance of this offer will be deposit- 389. ed with: Escrow Company Broker's Trust Account. Buyer acknowledges that failure to pay the required closing funds 390. by the scheduled Close of Escrow, if not cured after a cure notice is delivered pursuant to Section 7a, shall be construed as a 391. material breach of this contract and all earnest money shall be subject to forfeiture.
- 8o. 392. **RELEASE OF BROKER(S):** SELLER AND BUYER HEREBY EXPRESSLY RELEASE, HOLD HARMLESS AND INDEMNIFY 393. BROKER(S) IN THIS TRANSACTION FROM ANY AND ALL LIABILITY AND RESPONSIBILITY REGARDING FINANCING, THE 394. CONDITION, SQUARE FOOTAGE/ACREAGE, LOT LINES, BOUNDARIES, VALUE, RENT ROLLS, ENVIRONMENTAL 395. PROBLEMS, SANITATION SYSTEMS, ABILITY TO DIVIDE OR SPLIT THE PROPERTY, BUILDING CODES, GOVERNMENTAL 396. REGULATIONS, INSURANCE, PRICE AND TERMS OF SALE, RETURN ON INVESTMENT, OR ANY OTHER MATTER RELATING 397. TO THE VALUE OR CONDITION OF THE PROPERTY. 398. **(BUYER'S AND SELLER'S INITIALS REQUIRED)** _____ SELLER SELLER BUYER BUYER
- 8p. 399. **Terms of Acceptance:** This offer will become a binding Contract when acceptance is signed by Seller and 400. a signed copy delivered in person, by mail, facsimile or electronically, and received by Broker named in Section 8q 401. by July 4, 2015 at 4:00 a.m. / p.m., Mountain Standard Time. Buyer 402. may withdraw this offer at any time prior to receipt of Seller's signed acceptance. If no signed acceptance is received by this date 403. and time, this offer shall be deemed withdrawn and the Buyer's Earnest Money shall be returned. 404. THIS CONTRACT CONTAINS TEN PAGES EXCLUSIVE OF ANY ADDENDA AND ATTACHMENTS. ENSURE THAT YOU HAVE 405. RECEIVED AND READ ALL TEN PAGES OF THIS OFFER AS WELL AS ANY ADDENDA AND ATTACHMENTS.

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8q. 406. Broker on behalf of Buyer:

407. Carolyn McKelvey Malouff Realty Executives 14
PRINT SALESPERSON'S NAME AGENT CODE PRINT FIRM NAME FIRM CODE

408. 593 S. 4th Avenue Yuma Az. 85364
FIRM ADDRESS STATE ZIP CODE

409. (928) 782-0405 (928) 782-5398 carolyn@yumacasa.com
PREFERRED TELEPHONE FAX EMAIL

8r. 410. Agency Confirmation: The Broker named in Section 8q above is the agent of (check one):

411. the Buyer; the Seller; or both the Buyer and Seller

8s. 412. The undersigned agree to purchase the Premises on the terms and conditions herein stated and acknowledge receipt of a copy hereof including the Buyer Attachment.

414. [Signature] 6/29/15
^ BUYER'S SIGNATURE MO/DAYR ^ BUYER'S SIGNATURE MO/DAYR
The City of San Luis

415. _____ ADDRESS ADDRESS

416. _____ CITY, STATE, ZIP CODE CITY, STATE, ZIP CODE

9. SELLER ACCEPTANCE

9a. 417. Broker on behalf of Seller:

418. Leonard Sanchez
PRINT SALESPERSON'S NAME AGENT CODE PRINT FIRM NAME FIRM CODE

419. _____ FIRM ADDRESS STATE ZIP CODE

420. _____ PREFERRED TELEPHONE FAX EMAIL

9b. 421. Agency Confirmation: The Broker named in Section 9a above is the agent of (check one):

422. the Seller; or both the Buyer and Seller

9c. 423. The undersigned agree to sell the Premises on the terms and conditions herein stated, acknowledge receipt of a copy hereof and grant permission to Broker named in Section 9a to deliver a copy to Buyer.

425. Counter Offer is attached, and is incorporated herein by reference. Seller should sign both this offer and the Counter Offer.

426. If there is a conflict between this offer and the Counter Offer, the provisions of the Counter Offer shall be controlling.

427. _____ MO/DAYR ^ SELLER'S SIGNATURE MO/DAYR

428. Faithful Management Systems AZ LLC
SELLER'S NAME PRINTED SELLER'S NAME PRINTED

429. _____ ADDRESS ADDRESS

430. _____ CITY, STATE, ZIP CODE CITY, STATE, ZIP CODE

431. OFFER REJECTED BY SELLER: _____ MONTH _____ DAY _____ YEAR (SELLER'S INITIALS)

For Broker Use Only:
Brokerage File/Log No. _____ Manager's Initials _____ Broker's Initials _____ Date _____ MO/DAYR





AGENDA ITEM REVIEW FORM

Regular City Council Meeting

11.

Meeting Date: 07/08/2015

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

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

Action Requested: Motion

ITEM:

Discussion and possible action on any and all matters regarding approval of an earnest money contract for the potential purchase of land for the intended purpose of a landfill. **(Glenn Gimbut)**

SUMMARY:

Land of approximately 155 acres has become available near a current landfill at County 19th and 1E which is about 5-1/2 miles from the City of San Luis. The location is suitable for a landfill for San Luis since it is near a current landfill and the City's solid waste disposal trucks would not have to incur high mileage to dump. A proposed earnest-money contract has been negotiated which would give the City 40 days to determine feasibility and suitability of the property for the purposes of a landfill and related due diligence. If the City disapproves of the land within the 40 days, then the earnest money would be returned to the City. The earnest money is in the amount of \$75,000.00 the full contract is attached to this agenda. It is requested that Council approve the earnest money contract with the seller of the land, Faithful Management Systems AZ, LLC.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO APPROVE THE EARNEST MONEY CONTRACT WITH FAITHFUL MANAGEMENT SYSTEMS AZ, LLC IN THE AMOUNT OF \$75,000.00 AS PRESENTED BY STAFF.

Supporting information not attached to the Agenda Item Review Form:

Earnest Money Proposed Contract

Is document to be sent to the Recorder's Office?: No

Department

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM: yes

CITY/STATE/FEDERAL FUNDS: City

TOTAL: 75000

BUDGETED: 0

AVAILABLE TO TRANSFER: 75000.00

ACCOUNT #/REMAINING BALANCE: 320-321-80000

FISCAL IMPACT STATEMENT:

See section 6n.266 of the purchase contract.

Attachments

Earnest Money Contract

VACANT LAND/LOT PURCHASE CONTRACT

Document updated:
June 2014



The pre-printed portion of this form has been drafted by the Arizona Association of REALTORS®. Any change in the pre-printed language of this form must be made in a prominent manner. No representations are made as to the legal validity, adequacy and/or effects of any provision, including tax consequences thereof. If you desire legal, tax or other professional advice, please consult your attorney, tax advisor or professional consultant.



If subdivided land or unsubdivided land is being sold by a subdivider, i.e., a person who owns 6 or more lots, a public report will generally be required and an Addendum regarding subdivided or unsubdivided land must be executed by the Seller and Buyer.

1. PROPERTY

- 1a. 1. BUYER: The City of San Luis
BUYER'S NAME(S)
- 2. SELLER: Faithful Management Systems AZ, LLC or as identified in Section 9c.
SELLER'S NAME(S)
- 3. Buyer agrees to buy and Seller agrees to sell the real property with all improvements, fixtures, and appurtenances thereon
- 4. or incidental thereto, if any, plus the personal property described herein (collectively the "Property").
- 1b. 5. Property Address: 155 acres (Co. 19 & 1E) Zoning: HI
- 6. Assessor's #(s): 212-22-002
- 7. City: Yuma County: Yuma AZ, Zip Code: _____
- 8. Legal Description: Legal to be supplied in escrow or see attached legal description.
- 1c. 9. \$ 2,480,000.00 Full Purchase Price, paid as outlined below
- 10. \$ 75,000.00 Earnest money due after council approval of same
- 11. \$ 2,405,000.00 By means of a new conventional loan with National Bank.
- 12. \$ This offer is contingent on the City Council of San Luis approving
- 13. said purchase.
- 1d. 14. Incidental Improvements: Buyer is purchasing the Property as vacant land. Any improvements, fixtures and appurtenances
- 15. thereon or incidental thereto, are being transferred in their existing condition ("AS-IS") and Seller makes no warranty to Buyer,
- 16. expressed or implied, as to their condition except as provided for in section 5a.
- 1e. 17. Fixtures and Personal Property: Seller agrees that all existing fixtures on the Property, and any existing personal property
- 18. specified herein, shall be included in this sale, including the following:
- 19. _____
- 20. _____
- 21. Personal property included herein shall be transferred with no monetary value, and free and clear of all liens
- 22. or encumbrances.
- 23. Fixtures and leased items NOT included: _____
- 1f. 24. Close of Escrow: Close of Escrow ("COE") shall occur when the deed is recorded at the appropriate county recorder's
- 25. office. Buyer and Seller shall comply with all terms and conditions of this Contract, execute and deliver to Escrow
- 26. Company all closing documents, and perform all other acts necessary in sufficient time to allow COE to occur on
- 27. August 31st, 2015 ("COE Date"). If Escrow Company or recorder's office is closed on
MONTH DAY YEAR
- 28. COE Date, COE shall occur on the next day that both are open for business.
- 29. Buyer shall deliver to Escrow Company a cashier's check, wired funds or other immediately available funds to pay any down
- 30. payment, additional deposits or Buyer's closing costs, and instruct the lender, if applicable, to deliver immediately available funds
- 31. to Escrow Company, in a sufficient amount and in sufficient time to allow COE to occur on COE Date.

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- 1g. 32. **Possession:** Seller shall deliver access to keys and/or means to operate all locks, mailbox, and all common area facilities, subject to the 33. rights of tenants under existing leases, to Buyer at COE or _____ . Broker(s) recommend that the parties seek appropriate 34. counsel from insurance, legal, tax, and accounting professionals regarding the risks of pre-possession or post-possession of the Property.
- 1h. 35. **Addenda Incorporated:** Additional Clause Buyer Contingency Domestic Water Well H.O.A.
36. Loan Assumption Market Conditions Advisory On-site Wastewater Treatment Facility Seller Financing Short Sale
37. Vacant Land/Lot Purchase Contract Addendum Regarding Subdivided or Unsubdivided Land
38. Other: _____
- 1i. 39. **IF THIS IS AN ALL CASH SALE:** Buyer shall provide Seller, within five (5) days or _____ days after Contract acceptance, 40. either a Letter of Credit or a Source of Funds Letter from a financial institution documenting the availability of funds to 41. close escrow as agreed. Section 2 shall not apply, GO TO SECTION 3.

2. FINANCING

- 2a. 42. **Type of Financing:** Conventional FHA VA USDA Assumption Seller Carryback
43. _____
44. (If financing is to be other than new financing, see attached addendum.)
- 2b. 45. **Financing:** This sale is is not contingent upon Buyer obtaining a satisfactory financing commitment within 46. Due Diligence Period pursuant to Section 6a. (If sale is not contingent on a financing commitment, go to Section 2k.)
- 2c. 47. **Financing Commitment Contingency Period:** If the sale is contingent upon Buyer obtaining a satisfactory financing commitment, 48. Buyer shall have the Due Diligence Period to obtain a financing commitment, including appraised value, satisfactory to Buyer in Buyer's 49. sole discretion, for a loan to purchase the Property or Buyer may cancel this Contract and receive a refund of the Earnest Money.
50. **PRIOR TO THE EXPIRATION OF THE DUE DILIGENCE PERIOD, BUYER SHALL DELIVER TO SELLER AND ESCROW COMPANY 51. NOTICE THAT BUYER HAS NOT RECEIVED SUCH SATISFACTORY FINANCING COMMITMENT OR BUYER SHALL BE DEEMED 52. TO HAVE WAIVED THE FINANCING COMMITMENT CONTINGENCY AND ANY RIGHT TO CANCEL DUE TO FINANCING.**
- 2d. 53. **Pre-Qualification:** A completed AAR Pre-Qualification Form is is not attached hereto and incorporated herein 54. by reference.
- 2e. 55. **Loan Status Update:** Buyer shall deliver to Seller the Loan Status Update (LSU) with at a minimum lines 1-40 completed describing 56. the current status of the Buyer's proposed loan within five (5) days after Contract acceptance and instruct lender to provide an 57. updated LSU to Broker(s) and Seller upon request.
- 2f. 58. **Loan Processing During Escrow:** Buyer agrees to diligently work to obtain the loan and will promptly provide the lender with all 59. additional documentation required. Buyer shall sign all loan documents no later than three (3) days prior to the COE Date.
- 2g. 60. **Loan Costs:** Buyer shall pay all costs of obtaining the loan, except as provided herein.
- 2h. 61. **VA Loan Costs:** In the event of a VA loan, Seller agrees to pay the escrow fee and up to \$ _____ of loan costs not 62. permitted to be paid by the Buyer, in addition to the other costs Seller has agreed to pay herein, including Seller's Concessions.
- 2i. 63. **Changes:** Buyer shall immediately notify Seller of any changes in the loan program, financing terms, or lender described in the 64. Pre-Qualification Form if attached hereto or LSU provided within five (5) days after Contract acceptance and shall only make any 65. such changes without the prior written consent of Seller if such changes do not adversely affect Buyer's ability to obtain loan 66. approval without Prior to Document (PTD) conditions, increase Seller's closing costs, or delay COE.
- 2j. 67. **Appraisal Fee(s):** Appraisal Fee(s), when required by Lender, shall be paid by Buyer Seller
68. Other _____
69. Appraisal Fee(s) are are not included in Seller Concessions, if applicable.
- 2k. 70. **Partial Release, if applicable:** Buyer and Seller agree that any partial releases will be addressed under Additional Terms 71. and Conditions or attached Addendum. Broker(s) recommend the parties seek appropriate counsel regarding the risks of 72. partial release.

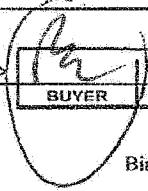
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- 2i. 73. **Subordination:** If applicable, Seller carryback financing is is not to be subordinated to a construction loan. If Seller 74. agrees to subordination, such subordination shall only be allowed if the Seller Carryback financing is not in default and if the 75. Seller approves the terms and conditions of the construction loan to be recorded as a senior loan. Approval will not be 76. unreasonably withheld. **IF SELLER SUBORDINATES THE SELLER CARRYBACK FINANCING TO A SENIOR LOAN, THE 77. SELLER ACKNOWLEDGES THAT IN ORDER TO PROTECT THE SELLER CARRYBACK FINANCING, THE SELLER MAY 78. HAVE TO MAKE PAYMENTS ON THE SENIOR LOAN IF THE SENIOR LOAN IS IN DEFAULT.** Broker(s) recommend the 79. parties seek appropriate counsel regarding the risks of subordination.

3. TITLE AND ESCROW

- 3a. 80. **Escrow:** This Contract shall be used as escrow instructions. The Escrow Company employed by the parties to carry out the 81. terms of this Contract shall be:

82. Citizens Title c/o Lisa Slade PHONE _____
"ESCROW/TITLE COMPANY"

83. _____
FAX EMAIL

84. _____
ADDRESS

- 3b. 85. **Title and Vesting:** Buyer will take title as determined before COE. Taking title may have significant legal, estate planning and tax 86. consequences. Buyer is advised to obtain legal and tax advice.

- 3c. 87. **Title Commitment and Title Insurance:** Escrow Company is hereby instructed to obtain and deliver to Buyer and Seller directly, 88. addressed pursuant to 8s and 9c or as otherwise provided, a Commitment for Title Insurance together with complete and legible 89. copies of all documents that will remain as exceptions to Buyer's policy of Title Insurance ("Title Commitment"), including but not 90. limited to Conditions, Covenants and Restrictions ("CC&Rs"); deed restrictions; and easements within fifteen (15) days after 91. Contract acceptance. Buyer shall have prior to the expiration of the Due Diligence Period to provide written notice of any items 92. disapproved. Buyer shall be provided, at Seller's expense, a Standard Owner's Title Insurance Policy showing the title vested in 93. Buyer. Buyer may acquire extended coverage(s) at Buyer's own additional expense. 94. Seller shall convey title by warranty deed, subject to existing taxes, assessments, covenants, restrictions, rights of way, easements 95. and all other matters of record or _____ deed.

- 3d. 96. **Additional Instructions:** (i) Escrow Company shall promptly furnish notice of pending sale that contains the name and address 97. of the Buyer to any homeowner's association in which the Property is located. (ii) If the Escrow Company is also acting as the 98. title agency but is not the title insurer issuing the title insurance policy, Escrow Company shall deliver to the Buyer and Seller, 99. upon deposit of funds, a closing protection letter from the title insurer indemnifying the Buyer and Seller for any losses due to 100. fraudulent acts or breach of escrow instructions by the Escrow Company. (iii) All documents necessary to close this transaction 101. shall be executed promptly by Seller and Buyer in the standard form used by Escrow Company. Escrow Company shall modify 102. such documents to the extent necessary to be consistent with this Contract. (iv) Escrow Company fees, unless otherwise stated 103. herein, shall be allocated equally between Seller and Buyer. (v) Escrow Company shall send to all parties and Broker(s) copies 104. of all notices and communications directed to Seller, Buyer and Broker(s). (vi) Escrow Company shall provide Broker(s) access 105. to escrowed materials and information regarding the escrow. (vii) If an Affidavit of Disclosure is provided, Escrow Company shall 106. record the Affidavit at COE.

- 3e. 107. **Prorations, Expenses and Adjustments:**
 108. **Taxes:** Real property taxes payable by the Seller shall be prorated through COE, based upon the latest tax bill available. The 109. parties agree that any discrepancy between the latest tax bill available and the actual tax bill when received shall be handled 110. as a Post Closing Matter and Buyer or Seller may be responsible for additional tax payments to each other.
 111. **Rents, Interest and Expenses:** Rents; interest on existing notes, if transferred; utilities; and operating expenses shall be prorated 112. through COE. The Parties agree to adjust any rents received after COE as a Post Closing Matter.
 113. **Deposits:** All deposits held by Seller pursuant to rent/lease agreement(s) shall be credited against the cash required of Buyer 114. at COE or paid to Buyer by Seller at COE.

- 3f. 115. **Post Closing Matters:** The parties shall promptly adjust any item to be prorated that is not determined or determinable at COE 116. as a Post Closing Matter by appropriate cash payment to the other party outside of the escrow when the amount due is 117. determined. Seller and Buyer agree that Escrow Company and Broker(s) are relieved of any responsibility for said adjustments.

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- 3g. 118. **Release of Earnest Money:** In the event of a dispute between Buyer and Seller regarding any Earnest Money deposited with Escrow Company, Buyer and Seller authorize Escrow Company to release Earnest Money pursuant to the terms and conditions of this Contract in its sole and absolute discretion. Buyer and Seller agree to hold harmless and indemnify Escrow Company against any claim, action or lawsuit of any kind, and from any loss, judgment, or expense, including costs and attorney fees, arising from or relating in any way to the release of Earnest Money.
- 3h. 123. **Assessment Liens:** The amount of any assessment, other than homeowner's association assessments, that is a lien as of the COE shall be: paid in full by Seller prorated and assumed by Buyer paid in full by Buyer. Any assessment that becomes a lien after COE is the Buyer's responsibility.
- 3i. 126. **IRS and FIRPTA Reporting:** Seller agrees to comply with IRS reporting requirements. If applicable, Seller agrees to complete, sign, and deliver to Escrow Company a certificate indicating whether Seller is a foreign person or a non-resident alien pursuant to the Foreign Investment in Real Property Tax Act (FIRPTA). Buyer and Seller acknowledge that if the Seller is a foreign person, the Buyer (or Escrow Company, as directed by Buyer) must withhold a tax equal to 10% of the purchase price, unless an exemption applies.
- 3j. 130. **Agricultural Foreign Investment Disclosure Act:** If applicable, Buyer and Seller shall comply with the Agricultural Foreign Investment Disclosure Act and make the required disclosures to the U.S. Department of Agriculture.
- 3k. 132. **TAX DEFERRED EXCHANGE:** If Seller or Buyer intends to enter into a tax-deferred exchange pursuant to I.R.C. §1031 or otherwise, all additional costs in connection with any such tax-deferred exchange shall be borne by the party requesting the exchange. The non-requesting party agrees to cooperate in the tax-deferred exchange provided that the non-requesting party incurs no additional costs and COE is not delayed. The parties are advised to consult a professional tax advisor regarding the advisability of any such exchange. The non-requesting party and Broker(s) shall be indemnified and held harmless from any liability that may arise from participation in the tax deferred exchange.

4. DISCLOSURES

- 4a. 138. **Vacant Land/Lot Seller Property Disclosure Statement ("VLSPDS"):** Seller shall deliver a completed AAR VLSPDS form to the Buyer within five (5) days after Contract acceptance.
- 4b. 140. **Additional Seller Disclosures and Information:** Seller shall provide to Buyer the following disclosures and information pertinent to the Property within five (5) days after the Contract acceptance: (i) any information known to Seller that may adversely affect the Buyer's use of the Property, (ii) any known pending special assessments, association fees, claims, or litigation, (iii) articles of incorporation; by-laws; other governing documents; and any other documents required by law, (iv) financial statements, current rent rolls, lists of current deposits, personal property lists, leases, rental agreements, service contracts, (v) soils, Phase I, or other environmental reports in Seller's possession, (vi) the most recent survey, if available, and (vii) any and all other agreements, documents, studies, or reports relating to the Property in Seller's possession or control provided, however, that Seller shall not be required to deliver any report or study if the written contract that Seller entered into with the consultant who prepared such report or study specifically forbids the dissemination of the report to others.
- 4c. 149. **Road Maintenance Agreement:** Seller shall provide to Buyer, within five (5) days after the Contract acceptance, a copy of any known road maintenance agreement affecting the Property.
- 4d. 151. **Seller's Obligations Regarding Wells:** If a well is located on the Property, or if the Property is to be served by a shared well, the AAR Domestic Water Well Addendum is attached hereto and incorporated by reference. At COE, if applicable, Seller shall assign, transfer and convey to the Buyer all of the water rights, or claims to water rights, if any, held by Seller that are associated with the Property.
- 4e. 155. **No Seller or Tenant Bankruptcy, Probate or Insolvency Proceedings:** Seller represents that Seller has no notice or knowledge that any tenant on the Property is the subject of a bankruptcy, probate or insolvency proceeding. Further, Seller is not the subject of a bankruptcy, insolvency or probate proceeding.
- 4f. 158. **Seller's Notice of Violations:** Seller represents that Seller has no knowledge of any notice of violations of City, County, State, or Federal building, zoning, fire, or health laws, codes, statutes, ordinances, regulations, or rules filed or issued regarding the Property.
- 4g. 160. **Environmental Disclosure:** Seller has not knowingly caused or permitted the generation, storage, treatment, release or disposal of any hazardous waste or regulated substances at the Property except as otherwise disclosed.
- 4h. 162. **Affidavit of Disclosure:** If the Property is located in an unincorporated area of the county, and five or fewer parcels of property other than subdivided land are being transferred, the Seller shall deliver a completed Affidavit of Disclosure in the form required by law to the Buyer within five (5) days after Contract Acceptance. Buyer shall provide notice of any Affidavit of Disclosure items disapproved within five (5) days after receipt of the Affidavit of Disclosure.

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- 4i. 166. **H.O.A. / Condominium / Planned Community:** The Property is is not located within a homeowners' association/
167. condominium/planned community. If yes, the HOA addendum is attached hereto and incorporated by reference.
- 4j. 168. **Changes During Escrow:** Seller shall immediately notify Buyer of any changes in the Property or disclosures made herein, in the SPDS,
169. or otherwise. Such notice shall be considered an update of the SPDS. Unless Seller is already obligated by Section 5a, or otherwise by
170. this Contract or any amendments hereto, to correct or repair the changed item disclosed, Buyer shall be allowed prior to the expiration of
171. the Due Diligence Period or five (5) days after delivery of such notice, whichever is later, to provide notice of disapproval to Seller.

5. WARRANTIES

- 5a. 172. **Seller Warranties:** Seller warrants and shall maintain and repair the Property so that at the earlier of possession or COE the
173. Property and any personal property included in the sale, will be in substantially the same condition as on the date of Contract
174. acceptance; and all personal property not included in the sale and all debris will be removed from the Property.
- 5b. 175. **Warranties that Survive Closing:** Seller warrants that Seller has disclosed to Buyer and Broker(s) all material latent defects and
176. any information concerning the Property known to Seller, excluding opinions of value, which materially and adversely affect the
177. consideration to be paid by Buyer. Prior to the COE, Seller warrants that payment in full will have been made for all labor,
178. professional services, materials, machinery, fixtures, or tools furnished within the 150 days immediately preceding the COE in
179. connection with the construction, alteration, or repair of any structure on or improvement to the Property. Seller warrants that
180. the information regarding connection to a sewer system or on-site wastewater treatment facility (conventional septic tank or
181. alternative system) is correct to the best of Seller's knowledge.
- 5c. 182. **Buyer Warranties:** Buyer warrants that Buyer has disclosed to Seller any information that may materially and adversely affect
183. the Buyer's ability to close escrow or complete the obligations of this Contract. At the earlier of possession of the Property or
184. COE, Buyer warrants to Seller that Buyer has conducted all desired independent inspections and investigations and accepts the
185. Property. Buyer warrants that Buyer is not relying on any verbal representations concerning the Property
186. except disclosed as follows: _____
187. _____

6. DUE DILIGENCE

- 6a. 188. **Due Diligence Period:** Buyer's due diligence and inspection period shall be thirty (30) days or 40 days after the Contract acceptance
189. ("Due Diligence Period"). During Due Diligence Period Buyer shall perform all inspections and investigations to satisfy Buyer with respect to
190. the physical condition of the Property, financing, appraised value, the condition of title to the Property and as to the feasibility and suitability
191. of the Property for Buyer's intended purpose. During the Due Diligence Period, Buyer, at Buyer's expense, shall: (i) conduct all desired physical,
192. environmental, and other types of inspections and investigations to determine the value and condition of the Property; (ii) make inquiries and
193. consult government agencies, lenders, insurance agents, architects, and other appropriate persons and entities concerning the feasibility and
194. suitability of the Property and the surrounding area for the Buyer's intended purpose; (iii) investigate applicable building, zoning, fire, health,
195. and safety codes including applicable swimming pool barrier regulations to determine any potential hazards, violations or defects in the
196. Property; and (iv) verify any material multiple listing service ("MLS") information. If the presence of sex offenders in the vicinity or the occurrence
197. of a disease, natural death, suicide, homicide or other crime on or in the vicinity is a material matter to the Buyer, it must be investigated by the
198. Buyer during the Due Diligence Period. Buyer shall keep the Property free and clear of liens, shall indemnify and hold Seller harmless from all
199. liability, claims, demands, damages, and costs, and shall repair all damages arising from the inspections. Buyer shall provide Seller and
200. Broker(s) upon receipt, at no cost, copies of all inspection reports concerning the Property obtained by Buyer. If Buyer cancels this Contract,
201. Buyer shall return all documents provided by the Seller and provide Seller with copies of all reports or studies generated by Buyer, provided,
202. however, that Buyer shall not be required to deliver any such report or study if the written contract that Buyer entered into with the consultant
203. who prepared such report or study specifically forbids the dissemination of the report or study to others. Buyer is advised to consult the Arizona
204. Department of Real Estate *Buyer Advisory* provided by AAR to assist in Buyer's due diligence inspections and investigations.
- 6b. 205. **Square Footage/Acreage:** BUYER IS AWARE THAT ANY REFERENCE TO THE SQUARE FOOTAGE/ACREAGE OF
206. THE PROPERTY, BOTH THE REAL PROPERTY (LAND) AND IMPROVEMENTS THEREON IS APPROXIMATE. IF
207. SQUARE FOOTAGE/ACREAGE IS A MATERIAL MATTER TO THE BUYER; IT MUST BE INVESTIGATED DURING THE
208. DUE DILIGENCE PERIOD.
- 6c. 209. **Flood Hazard:** Flood hazard designations or the cost of flood hazard insurance shall be determined by Buyer during the Due Diligence
210. Period. If the Property is situated in an area identified as having any special flood hazards by any governmental entity, the lender may
211. require the purchase of flood hazard insurance. Special flood hazards may also affect the ability to encumber or improve the Property.
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6d. 212. Insurance: IF INSURANCE IS A MATERIAL MATTER TO THE BUYER, BUYER SHALL APPLY FOR AND OBTAIN WRITTEN
213. CONFIRMATION OF THE AVAILABILITY AND COST OF INSURANCE FOR THE PROPERTY FROM BUYER'S INSURANCE
214. COMPANY DURING THE DUE DILIGENCE PERIOD. Buyer understands that any fire, casualty, or other insurance desired by
215. Buyer or required by Lender should be in place at COE.

6e. 216. Sewer or On-site Wastewater Treatment System: The Property does does not contain an on-site wastewater treatment
217. system. If the Property is served by a conventional septic tank or alternative system, the AAR On-site Wastewater Treatment
218. Facility Addendum is incorporated herein by reference.

219. IF A SEWER CONNECTION, OR THE AVAILABILITY OF A SEWER CONNECTION, IS A MATERIAL MATTER TO THE
220. BUYER, IT MUST BE INVESTIGATED DURING THE DUE DILIGENCE PERIOD.

221. (BUYER'S INITIALS REQUIRED) _____
BUYER BUYER

6f. 222. Site/Soil Evaluation For Installation of On-site Wastewater Treatment Facility: If the suitability of the Property for installation
223. of an on-site wastewater treatment facility (conventional septic tank or alternative system) and associated costs are material to
224. the Buyer, Buyer shall complete a site/soil evaluation and investigate all on-site wastewater treatment facility installation costs
225. within the Due Diligence Period. NOTE: Buyer is advised that the site/soil evaluation is not binding on the State-delegated
226. County agency in any future permitting decision as to the suitability of the design or type of facility for the Property.

6g. 227. LAND DIVISIONS: LAND PROPOSED TO BE DIVIDED FOR PURPOSES OF SALE OR LEASE IS SUBJECT TO STATE,
228. COUNTY AND MUNICIPAL LAWS, ORDINANCES AND REGULATIONS. IF STATE, COUNTY AND MUNICIPAL
229. REQUIREMENTS RELATING TO THE DIVISION OR SPLITTING OF THE PROPERTY ARE A MATERIAL MATTER TO THE
230. BUYER, THEY MUST BE VERIFIED BY BUYER DURING THE DUE DILIGENCE PERIOD. BROKER(S) HAVE MADE NO
231. REPRESENTATIONS, EXPRESS OR IMPLIED, REGARDING THE ABILITY TO DIVIDE OR SPLIT THE PROPERTY

232. (BUYER'S INITIALS REQUIRED) _____
BUYER BUYER

6h. 233. ROADS: IF ROADWAYS, COST AND RESPONSIBILITY FOR ROAD MAINTENANCE, IMPROVEMENTS OR ACCESS IS
234. A MATERIAL MATTER TO BUYER, IT MUST BE INVESTIGATED BY BUYER DURING DUE DILIGENCE PERIOD.

6i. 235. Survey: A survey shall shall not be performed. If to be performed, the survey shall be performed by a licensed surveyor
236. within the Due Diligence Period or _____ days after Contract acceptance.

237. Cost of the survey shall be paid by Seller Buyer Other: _____

238. The survey shall be performed in accordance with the Arizona State Board of Technical Registration's "Arizona Land Boundary
239. Survey Minimum Standards".

- 6j. 240. Survey instructions are:
- 241. A boundary survey and survey plat showing the corners either verified or monumentation.
 - 242. A survey certified by a licensed surveyor, acceptable to Buyer and the Title Company, in sufficient detail for an American Land Title Association ("ALTA") Owner's Policy of Title Insurance with boundary, encroachment or survey exceptions and showing all improvements, utility lines and easements on the Property or within five (5) feet thereof.
 - 243. Other survey terms: _____

244. _____
245. _____
246. _____
247. _____
248. _____
249. _____
250. _____
251. (BUYER'S INITIALS REQUIRED) _____
BUYER BUYER

6k. 252. WELL WATER/WATER RIGHTS: IF WELL WATER/WATER RIGHTS IS/ARE A MATERIAL MATTER TO THE BUYER, IT MUST
253. BE VERIFIED BY BUYER DURING THE DUE DILIGENCE PERIOD.

6l. 254. BUYER ACKNOWLEDGMENT: BUYER RECOGNIZES, ACKNOWLEDGES AND AGREES THAT BROKER(S) ARE NOT
255. QUALIFIED, NOR LICENSED, TO CONDUCT DUE DILIGENCE WITH RESPECT TO THE PROPERTY OR THE SURROUNDING
256. AREA. BUYER IS INSTRUCTED TO CONSULT WITH QUALIFIED LICENSED PROFESSIONALS TO ASSIST IN BUYER'S
257. DUE DILIGENCE EFFORTS. BECAUSE CONDUCTING DUE DILIGENCE WITH RESPECT TO THE PROPERTY AND
258. SURROUNDING AREA IS BEYOND THE SCOPE OF THE BROKERS EXPERTISE AND LICENSING, BUYER EXPRESSLY
259. RELEASES AND HOLDS HARMLESS BROKER(S) FROM LIABILITY FOR ANY DEFECTS OR CONDITIONS THAT COULD
260. HAVE BEEN DISCOVERED BY INSPECTION OR INVESTIGATION.

261. (BUYER'S INITIALS REQUIRED) _____
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- 6m. 262. **Due Diligence Period Notice:** Prior to expiration of the Due Diligence Period, Buyer shall deliver to Seller a signed notice of any
 263. items disapproved. AAR's Vacant Land/Lot Buyer's Due Diligence Notice and Seller's Response form is available for this purpose
 264. Buyer shall conduct all desired inspections and investigations prior to delivering such notice to Seller and all Due Diligence Period
 265. items disapproved shall be provided in a single notice.
- 6n. 266. **Buyer Disapproval:** If Buyer, in Buyer's sole discretion, disapproves of any aspect of the Property, financing, title, or other matter,
 267. Buyer shall deliver to Seller notice of the items disapproved and state in the notice that Buyer elects to either:
 268. (1) immediately cancel this Contract and all Earnest Money shall be released to Buyer, or
 269. (2) provide the Seller an opportunity to correct the items disapproved, in which case:
 270. (a) Seller shall respond in writing within five (5) days or _____ days after delivery to Seller of Buyer's notice of
 271. items disapproved. Seller's failure to respond to Buyer in writing within the specified time period shall
 272. conclusively be deemed Seller's refusal to correct any of the items disapproved.
 273. (b) If Seller agrees in writing to correct item(s) disapproved, Seller shall correct the items, complete any
 274. repairs in a workmanlike manner and deliver any paid receipts evidencing the corrections and repairs
 275. to Buyer three (3) days or _____ days prior to COE Date.
 276. (c) If Seller is unwilling or unable to correct any of the items disapproved, Buyer may cancel this Contract within five
 277. (5) days after delivery of Seller's response or after expiration of the time for Seller's response, whichever occurs first,
 278. and all Earnest Money shall be released to Buyer. If Buyer does not cancel this Contract within the five (5) days as
 279. provided, Buyer shall close escrow without correction of those items that Seller has not agreed in writing to correct.
280. **VERBAL DISCUSSIONS WILL NOT EXTEND THESE TIME PERIODS.** Only a written agreement signed by both parties will
 281. extend response times or cancellation rights.
 282. **BUYER'S FAILURE TO GIVE NOTICE OF DISAPPROVAL OF ITEMS OR CANCELLATION OF THIS CONTRACT WITHIN THE**
 283. **SPECIFIED TIME PERIOD SHALL CONCLUSIVELY BE DEEMED BUYER'S ELECTION TO PROCEED WITH THE**
 284. **TRANSACTION WITHOUT CORRECTION OF ANY DISAPPROVED ITEMS.**
- 6o. 285. **Inspection(s):** Seller grants Buyer and Buyer's inspector(s) reasonable access to conduct inspection(s) of the Property for
 286. the purpose of satisfying Buyer that any corrections agreed to by the Seller have been completed and that the Property is in
 287. substantially the same condition as on the date of Contract acceptance. If Buyer does not conduct such inspection(s), Buyer
 288. releases Seller and Broker(s) from liability for any defects that could have been discovered.

7. REMEDIES

- 7a. 289. **Cure Period:** A party shall have an opportunity to cure a potential breach of this Contract. If a party fails to comply with any
 290. provision of this Contract, the other party shall deliver a notice to the non-complying party specifying the non-compliance. If the
 291. non-compliance is not cured within three (3) days after delivery of such notice ("Cure Period"), the failure to comply shall
 292. become a breach of Contract.
- 7b. 293. **Breach:** In the event of a breach of Contract, the non-breaching party may cancel this Contract and/or proceed against the
 294. breaching party in any claim or remedy that the non-breaching party may have in law or equity, subject to the Alternative Dispute
 295. Resolution obligations set forth herein. In the case of the Seller, because it would be difficult to fix actual damages in the event
 296. of Buyer's breach, the Earnest Money may be deemed a reasonable estimate of damages and Seller may, at Seller's option,
 297. accept the Earnest Money as Seller's sole right to damages. An unfulfilled contingency is not a breach of Contract. The parties
 298. expressly agree that the failure of any party to comply with the terms and conditions of Section 1f to allow COE to occur on the
 299. COE Date, if not cured after a cure notice is delivered pursuant to Section 7a, will constitute a material breach of this Contract,
 300. rendering the Contract subject to cancellation.
- 7c. 301. **Alternative Dispute Resolution ("ADR"):** Buyer and Seller agree to mediate any dispute or claim arising out of or relating to this
 302. Contract in accordance with the REALTORS® Dispute Resolution System, or as otherwise agreed. All mediation costs shall be paid
 303. equally by the parties. In the event that mediation does not resolve all disputes or claims, the unresolved disputes or claims shall
 304. be submitted for binding arbitration. In such event, the parties shall agree upon an arbitrator and cooperate in the scheduling of an
 305. arbitration hearing. If the parties are unable to agree on an arbitrator, the dispute shall be submitted to the American Arbitration
 306. Association ("AAA") in accordance with the AAA Arbitration Rules for the Real Estate Industry. The decision of the arbitrator shall
 307. be final and nonappealable. Judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction.
 308. Notwithstanding the foregoing, either party may opt out of binding arbitration within thirty (30) days after the conclusion of the mediation
 309. conference by notice to the other and in such event either party shall have the right to resort to court action.
- 7d. 310. **Exclusions from ADR:** The following matters are excluded from the requirement for ADR hereunder: (i) any action brought in the Small
 311. Claims Division of an Arizona Justice Court (up to \$3,500) so long as the matter is not thereafter transferred or removed from the small
 312. claims division; (ii) judicial or nonjudicial foreclosure or other action or proceeding to enforce a deed of trust, mortgage, or agreement
 313. for sale; (iii) an unlawful entry or detainer action; (iv) the filing or enforcement of a mechanic's lien; or (v) any matter that is within the
 314. jurisdiction of a probate court. Further, the filing of a judicial action to enable the recording of a notice of pending action ("lis pendens"),

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315. or order of attachment, receivership, injunction, or other provisional remedies shall not constitute a waiver of the
316. obligation to submit the claim to ADR, nor shall such action constitute a breach of the duty to mediate or arbitrate.

7a. 317. **Attorneys Fees and Costs:** The prevailing party in any dispute or claim between Buyer and Seller arising out of or relating to
318. this Contract shall be awarded their reasonable attorney fees and costs. Costs shall include, without limitation, attorney fees,
319. expert witness fees, fees paid to investigators, and arbitration costs.

8. ADDITIONAL TERMS AND CONDITIONS

8a. 320. All existing improvements to stay with the property. This offer includes 155 acres at
321. \$16,000 per acre.

322.

323. Buyer's loan is approved by National Bank, however, closing escrow is contingent on
324. buyer receiving these funds.

325.

326. Buyer to cooperate in a 1031 tax deferred exchange for the benefit of the seller with
327. no cost to the buyer.

328.

329. The buyer can provide a letter with the threat of condemnation. This will save the
330. seller substantial capital gain tax savings.

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8b. 350. **Risk of Loss:** If there is any loss or damage to the Property between the date of Contract acceptance and COE or possession,
351. whichever is earlier, by reason of fire, vandalism, flood, earthquake, or act of God, the risk of loss shall be on the Seller, provided,
352. however, that if the cost of repairing such loss or damage would exceed ten percent (10%) of the purchase price, either Seller or
353. Buyer may elect to cancel the Contract.

8c. 354. **Permission:** Buyer and Seller grant Broker(s) permission to advise the public of this Contract.

8d. 355. **Arizona Law:** This Contract shall be governed by Arizona law and jurisdiction is exclusively conferred on the State of Arizona.

8e. 356. **Time is of the Essence:** The parties acknowledge that time is of the essence in the performance of the obligations
357. described herein.

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- 8f. 358. **Compensation:** Seller and Buyer acknowledge that Broker(s) shall be compensated for services rendered as previously agreed by 359. separate written agreement(s), which shall be delivered by Broker(s) to Escrow Company for payment at COE, if not previously paid. 360. If Seller is obligated to pay Broker(s), this Contract shall constitute an irrevocable assignment of Seller's proceeds at COE. If Buyer 361. is obligated to pay Broker(s), payment shall be collected from Buyer as a condition of COE. COMMISSIONS PAYABLE FOR THE 362. SALE, LEASING, OR MANAGEMENT OF PROPERTY ARE NOT SET BY ANY BOARD OR ASSOCIATION OF REALTORS®, OR 363. MULTIPLE LISTING SERVICE, OR IN ANY MANNER OTHER THAN BETWEEN THE BROKER AND CLIENT.
- 8g. 364. **Copies and Counterparts:** A fully executed facsimile or electronic copy of the Contract shall be treated as an original Contract. 365. This Contract and any other documents required by this Contract may be executed by facsimile or other 366. electronic means and in any number of counterparts, which shall become effective upon delivery as provided for herein. 367. All counterparts shall be deemed to constitute one instrument, and each counterpart shall be deemed an original.
- 8h. 368. **Days:** All references to days in this Contract shall be construed as calendar days and a day shall begin at 12:00 a.m. and 369. end at 11:59 p.m.
- 8i. 370. **Calculating Time Periods:** In computing any time period prescribed or allowed by this Contract, the day of the act or event from 371. which the time period begins to run is not included and the last day of the time period is included. Contract acceptance occurs 372. on the date that the signed Contract (and any incorporated counter offer) is delivered to and received by the appropriate Broker. 373. Acts that must be performed three days prior to the COE Date must be performed three full days prior (i.e., if COE Date is Friday 374. the act must be performed by 11:59 p.m. on Monday).
- 8j. 375. **Entire Agreement:** This Contract, and any addenda and attachments, shall constitute the entire agreement between Seller and 376. Buyer, shall supersede any other written or oral agreements between Seller and Buyer and can be modified only by a writing 377. signed by Seller and Buyer. The failure to initial any page of this Contract shall not affect the validity or terms of this Contract.
- 8k. 378. **Subsequent Offers:** Buyer acknowledges that Seller has the right to accept subsequent offers until COE. Seller understands 379. that any subsequent offer accepted by the Seller must be a backup offer contingent on the cancellation of this Contract.
- 8l. 380. **Cancellation:** A party who wishes to exercise the right of cancellation as allowed herein may cancel this Contract by 381. delivering notice stating the reason for cancellation to the other party or to the Escrow Company. Cancellation shall become 382. effective immediately upon delivery of the cancellation notice.
- 8m. 383. **Notice:** Unless otherwise provided, delivery of all notices and documentation required or permitted hereunder shall be in writing 384. and deemed delivered and received when: (i) hand-delivered; (ii) sent via facsimile transmission; (iii) sent via electronic mail, if 385. email addresses are provided herein; or (iv) sent by recognized overnight courier service, and addressed to Buyer as indicated 386. in Section 8q, to Seller as indicated in Section 9a and to the Escrow Company indicated in Section 3a.
- 8n. 387. **Earnest Money:** Earnest Money is in the form of: Personal Check Other _____ 388. If applicable, Earnest Money has been received by Broker named in Section 8q and upon acceptance of this offer will be deposit- 389. ed with: Escrow Company Broker's Trust Account. Buyer acknowledges that failure to pay the required closing funds 390. by the scheduled Close of Escrow, if not cured after a cure notice is delivered pursuant to Section 7a, shall be construed as a 391. material breach of this contract and all earnest money shall be subject to forfeiture.
- 8o. 392. **RELEASE OF BROKER(S):** SELLER AND BUYER HEREBY EXPRESSLY RELEASE, HOLD HARMLESS AND INDEMNIFY 393. BROKER(S) IN THIS TRANSACTION FROM ANY AND ALL LIABILITY AND RESPONSIBILITY REGARDING FINANCING, THE 394. CONDITION, SQUARE FOOTAGE/ACREAGE, LOT LINES, BOUNDARIES, VALUE, RENT ROLLS, ENVIRONMENTAL 395. PROBLEMS, SANITATION SYSTEMS, ABILITY TO DIVIDE OR SPLIT THE PROPERTY, BUILDING CODES, GOVERNMENTAL 396. REGULATIONS, INSURANCE, PRICE AND TERMS OF SALE, RETURN ON INVESTMENT, OR ANY OTHER MATTER RELATING 397. TO THE VALUE OR CONDITION OF THE PROPERTY. 398. **(BUYER'S AND SELLER'S INITIALS REQUIRED)** _____ SELLER SELLER BUYER BUYER
- 8p. 399. **Terms of Acceptance:** This offer will become a binding Contract when acceptance is signed by Seller and 400. a signed copy delivered in person, by mail, facsimile or electronically, and received by Broker named in Section 8q 401. by July 4, 2015 at 4:00 a.m. / p.m., Mountain Standard Time. Buyer 402. may withdraw this offer at any time prior to receipt of Seller's signed acceptance. If no signed acceptance is received by this date 403. and time, this offer shall be deemed withdrawn and the Buyer's Earnest Money shall be returned. 404. THIS CONTRACT CONTAINS TEN PAGES EXCLUSIVE OF ANY ADDENDA AND ATTACHMENTS. ENSURE THAT YOU HAVE 405. RECEIVED AND READ ALL TEN PAGES OF THIS OFFER AS WELL AS ANY ADDENDA AND ATTACHMENTS.

Vacant Land/Lot Purchase Contract • Updated: June 2014
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| | | | | |
|--------|-----------|-------|-----------|----|
| | <Initials | | Initials> | |
| SELLER | SELLER | BUYER | BUYER | >> |



Vacant Land/Lot Purchase Contract >>

8q. 406. Broker on behalf of Buyer:

407. Carolyn McKelvey Malouff Realty Executives 14
PRINT SALESPERSON'S NAME AGENT CODE PRINT FIRM NAME FIRM CODE

408. 593 S. 4th Avenue Yuma Az. 85364
FIRM ADDRESS STATE ZIP CODE

409. (928) 782-0405 (928) 782-5398 carolyn@yumacasa.com
PREFERRED TELEPHONE FAX EMAIL

8r. 410. Agency Confirmation: The Broker named in Section 8q above is the agent of (check one):

411. the Buyer; the Seller; or both the Buyer and Seller

8s. 412. The undersigned agree to purchase the Premises on the terms and conditions herein stated and acknowledge receipt
413. of a copy hereof including the Buyer Attachment.

414. [Signature] 6/29/15
^ BUYER'S SIGNATURE MO/DAYR ^ BUYER'S SIGNATURE MO/DAYR
The City of San Luis

415. ADDRESS ADDRESS

416. CITY, STATE, ZIP CODE CITY, STATE, ZIP CODE

9. SELLER ACCEPTANCE

9a. 417. Broker on behalf of Seller:

418. Leonard Sanchez
PRINT SALESPERSON'S NAME AGENT CODE PRINT FIRM NAME FIRM CODE

419. FIRM ADDRESS STATE ZIP CODE

420. PREFERRED TELEPHONE FAX EMAIL

9b. 421. Agency Confirmation: The Broker named in Section 9a above is the agent of (check one):

422. the Seller; or both the Buyer and Seller

9c. 423. The undersigned agree to sell the Premises on the terms and conditions herein stated, acknowledge receipt of a
424. copy hereof and grant permission to Broker named in Section 9a to deliver a copy to Buyer.

425. Counter Offer is attached, and is incorporated herein by reference. Seller should sign both this offer and the Counter Offer.

426. If there is a conflict between this offer and the Counter Offer, the provisions of the Counter Offer shall be controlling.

427. ^ SELLER'S SIGNATURE MO/DAYR ^ SELLER'S SIGNATURE MO/DAYR

428. Faithful Management Systems AZ LLC
SELLER'S NAME PRINTED SELLER'S NAME PRINTED

429. ADDRESS ADDRESS

430. CITY, STATE, ZIP CODE CITY, STATE, ZIP CODE

431. OFFER REJECTED BY SELLER: _____
MONTH DAY YEAR (SELLER'S INITIALS)

For Broker Use Only:
Brokerage File/Log No. _____ Manager's Initials _____ Broker's Initials _____ Date _____
MO/DAYR

