



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, August 26, 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 recordings. Parents in order to exercise their rights may either file written consent with the City Clerk to such recordings, or take personal action to ensure that their child or children are not present when a recording may be made. If a child is present at the time a recording is made, the City will assume that the rights afforded parents pursuant to A.R.S. §1-602.A.9 have been waived.

THIS NOTICE IS 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, Agosto 26, del 2015. La junta se llevará a cabo en la Sala del Concilio, ubicada 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, 85349; (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 este presente cuando la grabación se lleve a cabo. Si un menor de edad esta 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 E. Union Street
August 26, 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. **PRESENTATION(S)/PROCLAMATION(S)**
 4. A. **Proclamation**
-Library Card Sign-up Month 2015
 4. B. Recognition of 29 years of service by Fire Captain Edgardo (Galo) Silva. **(Hank Green, Fire Chief)**
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. A. **Minutes of**
-Work Session/San Luis Economic Development Summit held June 4, 2015
-Work Session held July 1, 2015
-Regular Council meeting held July 8, 2015
 5. B. **Disbursements from August 3, 2015 through August 14, 2015**
Total Disbursements \$590,966.24
(Five Hundred, Ninety-Thousand, Nine Hundred, Sixty-Six Dollars and Twenty-Four Cents)
6. **DISCUSSION AND POSSIBLE ACTION ITEMS:**

6. A. Discussion and possible action on any and all matters regarding the purchase of a Scorpion Automated Side Loader, REFURBISH option for Solid Waste Division and that the procurement procedures be permitted as per Section 36.09 of the San Luis City Code. **(Eulogio Vera, Public Works Director)**
6. B. Discussion and possible action on any and all matters regarding Resolution No. 1103. A resolution of the Mayor and City Council of the City of San Luis, Arizona, amending the Occupational License Tax Fee Schedule of the City of San Luis to provide for license fees for medical marijuana dispensaries and medical marijuana dispensary off-site cultivation location. **(Kay Marion Macuil, Assistant City Attorney)**
6. C. Discussion and possible action on any and all matters regarding Resolution No. 1106. A resolution of the Mayor and Council of the City of San Luis, Arizona, approving an Intergovernmental Agreement (IGA) between the City of San Luis and the Superior Court in Yuma County for the the purpose of a field trainer to provide training and uniformity of automation systems and business practices with the Courts in Yuma County and the San Luis Municipal Court. **(Rosendo Morales, Jr., Magistrate)**
6. D. Discussion and possible action on any and all matters regarding Second Reading of Ordinance No. 339. An ordinance of the Mayor and City Council of the City of San Luis, Arizona, Amending Ordinance No. 229 to allow the imposition of a business license fee for medical marijuana businesses; repealing any conflicting provisions; and providing for severability. **(Kay Marion Macuil, Assistant City Attorney)**
- A. Approval of Ordinance No 339 by title only
B. Approval and adoption of Ordinance No. 339
6. E. Public hearing followed by discussion on any and all matters regarding Rezoning Case No. 2015-0218 and possible action to approve Second Reading of Ordinance No. 340. An ordinance of the Mayor and Council of the City of San Luis, Arizona, amending the official zoning map of the City of San Luis by changing the zoning classification of lots 1 thru 10 (approximately 26.32 acres of real property) located at San Luis Plaza Subdivision from Neighborhood Commercial (C-1) to Community Commercial (C-2); repealing any conflicting provisions; and providing for severability. **(John Starkey, Building Safety Director)**
- A. Open public hearing
B. Close public hearing
C. Approval of Second Reading of Ordinance No. 340 by title only
D. Approval and adoption of Ordinance No. 340
6. F. Discussion and possible action on any and all matters regarding First Reading of Ordinance No. 341. An ordinance of the Mayor and City Council of the City of San Luis, Arizona, amending Title IX, General Regulations, Chapter 94, Parks, of the Code of Ordinances by adding a new Section 94.20, designated areas for use of tobacco products at City parks and new Subsection 94.99 (C) providing a penalty for unlawful use of tobacco products at City parks; and providing for severability. **(Glenn Gimbut, City Attorney)**
- A. Approval of First Reading of Ordinance No. 341 by title only

7. SUMMARY OF CURRENT EVENTS

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

8. 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.

9. EXECUTIVE SESSION

Vote to hold and Executive Session pursuant to A.R.S. §38-431.01(A)(1) and A.R.S. §38-431.01(A)(3)

9. A. Discussion and possible action to hold executive session pursuant to A.R.S. §38-431.01(A)(1) and A.R.S. §38-431.01(A)(3) to discuss the employment of Glenn J. Gimbut as City Attorney, possible extension of contract, and possible contract as part-time employee. **(Justin Pierce, Legal Counsel)**

9. B. Discussion and possible action to hold an executive session pursuant to A.R.S. Section 38-431.01(A)(1) and 38-431.03(A)(3) on any and all matters relating to the position of City Attorney and to discuss the recruitment, employment, assignment, appointment, and/or salaries of that position from and after October 15, 2015. **(Justin Pierce, Legal Counsel)**

10. MOTION TO GO BACK INTO REGULAR SESSION

11. Discussion and possible action for extension of contract with City Attorney and approval of contract for part-time employment following the extension. **(Justin Pierce, Legal Counsel)**

12. Discussion and possible action on any and all matters relating to the position of City Attorney. **(Glenn Gimbut, City Attorney)**

13. ADJOURNMENT



PROCLAMATION

Regular City Council Meeting

4. A.

Meeting Date: 08/26/2015

Title:

Proclamation

-Library Card Sign-up Month 2015

Attachments

Proclamation Library Card Sign-Up Month 2015



Proclamation

OFFICE OF THE
MAYOR
CITY OF SAN LUIS

LIBRARY CARD SIGN-UP MONTH 2015
September 2015

WHEREAS, the library card is the most important school supply of all; and

WHEREAS, libraries play an important role in the education and development of children; and

WHEREAS, libraries bridge the learning gap by offering a wide range of digital and print resources; and

WHEREAS, libraries offer free access to technology and innovative education programming; and

WHEREAS, libraries continue to evolve and expand their services in ways that meet the needs of the communities they serve; and

WHEREAS, a free library card is the "smartest card" you can own.

NOW THEREFORE, I, Gerardo Sanchez, Mayor of City of San Luis hereby proclaim September Library Card Sign-up Month in San Luis, Arizona and encourage everyone to sign up for the "smartest card" at your library.

PASSED AND ADOPTED this 26th day of August, 2015

Gerardo Sanchez, Mayor

ATTEST:

Sonia Cornelio, City Clerk



PRESENTATION

Regular City Council Meeting

4. B.

Meeting Date: 08/26/2015

Presentation Topic/Summary:

Recognition of 29 years of service by Fire Captain Edgardo (Galo) Silva. **(Hank Green, Fire Chief)**

Attachments

Captain Silva

Captain Silva 8/26/2015



ITEM: Recognition of 29 years of service by Fire Captain Edgardo (Galo) Silva. **(Hank Green, Fire Chief)**

SUMMARY:

Edgardo Silva has been an employee of the City of San Luis since March 25th, 1986 as a member of the City of San Luis Fire Department and will retire next week on August 31, 2015 (29 years, 5 months, 7 days).

Galo's service to the City of San Luis began prior to the formation of a formal, municipal Fire Department as a volunteer Firefighter and became a member of the San Luis Fire Department upon its formation in 1988. He rose through the ranks, serving as one of the original Fire Captains of our organization. Galo also became one of the first Advanced Life Support personnel, becoming certified as an Intermediate Medical Technician and then an IEMT-Qualified, which was the precursor to Certified Emergency Paramedics and a Hazardous Materials Technician. He also was one of the few remaining, original members of the Western Arizona Council on Emergency Medical Services and was able to secure funding for grant equipment for heart monitors, EMS radios, durable equipment and training.

Captain Silva provided the City of San Luis Fire Department with leadership based upon a strong work ethic, fairness and service to his community.

Presentation to Captain Silva by City of San Luis.

Presentation to Captain Silva by the City of San Luis Fire Department.

Presentation to Ms. Raquel Silva by the City of San Luis Fire Department.

Spouse: Raquel Silva

Children: Denise, Edgar and Adrian



AGENDA ITEM REVIEW FORM

Regular City Council Meeting

5. A.

Meeting Date: 08/26/2015

Summary

Minutes of

- Work Session/San Luis Economic Development Summit held June 4, 2015
 - Work Session held July 1, 2015
 - Regular Council meeting held July 8, 2015
-

Attachments

Work Session 6/4/2015

Work Session 7/1/2015

Regular Council Minutes 7/8/2015

MINUTES
Work Session
San Luis Economic Development Summit
Yuma County Library-San Luis Branch
1075 N. 6th Avenue
June 4, 2015
3:00 p.m. - 6:00 p.m.

Mayor G. Sanchez welcomed everybody for attending this summit at approximately 3:00 p.m.

PRESENT: Mayor Gerardo Sanchez
Vice-Mayor Matias Rosales
Council Member Gloria Torres
Council Member Maria C. Ramos
Council Member Africa Luna-Carrasco

ABSENT: Council Member Ruben Walshe
Council Member Mario Buchanan Jr.

OTHERS PRESENT: Robert Eads, City Manager
Tadeo A. De La Hoya, Assistant to the City Manager
Olivia Zepeda, Gadsden School District #32
Eric R. Jones, San Luis Chamber of Commerce/Rio Colorado Development.
Charlene Fitzgerald, Yuma Metropolitan Planning Organization
Everardo Martinez, Arizona Western College
Geraldine Gutierrez, Assistant to Mayor and Council/PIO
Hector Tapia, City of Somerton
Ally Peralta, Greater Yuma Economic Development Corporation
Jezreel Ramirez, Goodwill
Anna Charles, Arizona Public Service
Kelly Patton, Arizona Public Service
Kay Macuil, Assistant City Attorney
Maria Guzman, Arizona Western College
Glenn Gimbut, City Attorney
Jenny Torres, Community Development Director
Peggy Fiandaca, Partners for Strategic Action, Inc.
Randy Nelson, Arizona Western College/Small Business Development Center
Marcos Ramirez, San Luis Chamber of Commerce
Christian Espinoza, Department of Economic Security
Elena Rodriguez, San Luis Walk-In Clinic
John Starkey, Building Safety Director
Martin Martinez, Campesinos Sin Fronteras

Amanda Aguirre, Regional Center for Border Health
Russ Jones, R.L. Jones
Ana Torres, Campesinos Sin Fronteras
Marco A. "Tony" Reyes Sr., Yuma County Supervisor District #4
Greg Lavann, Greater Yuma Economic Development Corporation
Kevin Wilkins, City of Yuma
Frank Rascon, Frank's Service & Trucking
Ray Aguilera, Superintendent for Gadsden School District #32

DISCUSSION ITEM:

APS Focus Future Program assists communities in developing economic development strategic plans. It is a component of a public/private collaborative effort called Arizona Border Business Case led by a four-state agency group with support locally/regionally. The purpose of the Economic Development Summit is to outline the community's strategies for economic development. The plan is intended to be San Luis' guide for economic development.

1. Welcome – Mayor Gerardo Sanchez

Welcoming remarks by Mayor G. Sanchez were made.

2. San Luis Economic Development Strategic Plan Process Overview

3. Strategic Planning Areas of Focus – Strategic Development, which included Business Recruitment, Business Retention and Expansion, Infrastructure Support of Economic Development, Governance (business climate, policies, structure, capital, etc.).

4. Discussion of Next Steps

Items #2, #3 and #4 were addressed and discussed with community members.

The meeting adjourned at approximately 6:00 p.m.

MINUTES
Work Session
San Luis City Council
San Luis Council Chambers
1090 E. Union Street
July 1, 2015
6:30 p.m.

1. CALL TO ORDER/ROLL CALL

Mayor G. Sanchez called the Work Session to order at approximately 6:29 p.m.

PRESENT: Mayor Gerardo Sanchez
Vice-Mayor Matias Rosales
Council Member Ruben Walshe
Council Member Gloria Torres
Council Member Maria C. Ramos
Council Member Africa Luna-Carrasco- arrived at 6:34 p.m.
Council Member Mario Buchanan Jr.

OTHERS PRESENT: Robert Eads, City Manager
Sonia Cornelio, City Clerk
Tadeo A. De La Hoya, Assistant to the City Manager
Glenn Gimbut, City Attorney
Aracely De La Hoya, Senior Services Director
Chris Kasid, Parks and Recreation Director
Daniel Paz, IT Director
Eulogio Vera, Public Works Director
Geraldine Gutierrez, PIO/Asst. to Council
Hank Green, Fire Chief
Jennifer Cisneros, Asst. Parks and 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
Olivia Jenkins, Utilities Director
Victor Figueroa, Acting Chief of Police
Marco Santana, Police Department
Pamela Green, Visitor
Cesar Neyoy, Bajo El Sol
Lucy Lopez, San Luis News

2. AGENDA ITEMS:

2.1. Discussion on any and all matters regarding an update of the proposed recreational complex. (Jenny Torres/Chris Kasid)

Ms. Jenny Torres, Community Development Director, informed that staff has been evaluating three different sites for the proposed recreational complex. Site #1 - State Land which consists of 18.5 acres located at the north east corner of 4th Avenue and Union Street. The cost is a possible lease of \$133,200.00 per year and/or purchase of \$274,725.00 - \$1.7 million; the process cost will be \$20,000; design/engineering \$20,000.00; infrastructure \$12.9 million and maintenance \$300,000.00 per year and the time frame process will take approximately one year. Site #2 – Bureau of Land Management which consist of 34.4 acres located the north ear corner of 8th Avenue. There is no cost for the land, the process will be \$200,000.00; design/engineering \$200,000.00; infrastructure \$14 million; maintenance \$300,000.00 per year and the time frame process will take approximately one year. Site #3 – San Luis High School (Intergovernmental Agreement IGA)) which consists of 44.5 acres located at 1250 N. 8th Avenue. There is no cost for the land and process; design/engineering \$50,000.00; infrastructure \$1 million lighting/\$600,000.00 for future infrastructure, maintenance \$300,000.00 and the time frame process will take approximately six months. Furthermore, Ms. Torres stated that and IGA with the San Luis High School is the fastest and least expensive route for a sports complex. The fields, utilities and other infrastructure are at the site. Lighting, field improvements, restrooms, parking and security are infrastructures that would need to be established for City use.

Mr. Chris Kasid, Parks and Recreation Director, informed that he met with the Assistant to the Superintendent and the San Luis High School Principal and they support the project. He added that the Yuma Union High School has requested a bond in the amount of \$80 million, which will go out to the voters in November 2015. From those bonds San Luis High School will be receiving \$4 million that will go towards the construction of a new track. He mentioned that the biggest issue that the Parks and Recreation Department is currently facing is the availability of soccer fields, since it is the sport with more demand. Furthermore, he stated that the best and fastest option, will be to enter into an IGA with the Yuma Union High School. He added that each budget year staff will budget for improvements. Mr. Kasid commented that if Council wishes to enter into an IGA with the San Luis High School, it should be done as soon as possible so that they can allocate \$1 million for the project, these funds will be utilized to put in the lights and the City will bring in their parks crew to get going with the fields. He added that the San Luis High School Principal supports this project.

Mr. Robert Eads, City Manager, stated that he agrees with Mr. Kasid. He added that he has worked with this type of contract and it is feasible. He mentioned that he hopes that the City moves forward with this idea.

Mayor G. Sanchez stated that he likes the idea of having these fields close to the high school as it is an excellent area. He mentioned that this will be the fastest way this can be done, but the bonds will be very hard to sell to voters, since the majority of the voters are from the Foothills area.

Mr. Kasid added that the soccer fields are in great demand and currently there is not enough fields for kids to play soccer. He stated that this agreement will provide additional space for sports.

Vice-Mayor M. Rosales asked what will happen if the City makes the improvements then the High School does not go forward with the agreement.

Mr. Eads replied that it will be a long term agreement that will have to be agreed to between both parties.

Council Member M. Ramos asked if the City will be responsible for maintenance, how many more people will have to be hired.

Mr. Kasid replied that staff believes that a good job can be done with what the City has at the moment, but as soon as more improvements are done, then the City will have to hire additional people to maintain the fields.

Mayor G. Sanchez asked how fast can this be done.

Ms. Torres stated that if Council wishes to proceed, then staff will go back to the High School Board to find out if they are interested in getting into an agreement, then the IGA will be brought for approval from Council and the School Board. She added that at the moment the City does not have the money do the maintenance, but there are impact fees that can be used to install lights to one of the soccer fields and the following year staff can include the maintenance during the budget preparation.

2.2. Discussion on any and all matters regarding authorization to partner with Lexipol to update our policies and procedures manual for the San Luis Police Department (Acting Chief of Police Victor Figueroa)

Acting Chief of Police Victor Figueroa, informed that the San Luis Police Department policies and procedures manual has not been updated since 2007, since then the department has acquired new equipment, practices and policing. He mentioned that the department has some equipment that has not been able to use because there are no policies in place for the use of such equipment. He added that new, best practices and procedures are needed to be in compliance and to reduce risk and liability. He added that Lexipol will provide daily training; these trainings will give the department the ability to train and test employees on its policies and procedures. The test will be taken

daily for approximately 5 minutes and it will consist of brief scenarios illustrating realistic circumstances an officer typically encounter; each scenario is linked to a policy, which puts the policy in an operational context and helps sworn personnel understand why the policy exists and how it applies to their daily tasks. The officer must pass the test to be credited. Furthermore, he added that if Council authorizes the San Luis Police Department to partner with Lexipol, the process will take 6-8 months. He informed that this is a budgeted item for fiscal year 2015-2016, the first year subscription fee is in the amount of \$8,800.00 and after the first year it will be \$7,300.00. It will keep the department up-to-date of any changes in laws and offer daily training bulletins for the San Luis Police Department.

Vice-Mayor M. Rosales asked if staff has spoken with the City's insurance pool to see if they can contribute any money for this program.

Mr. Figueroa replied that he will be speaking with Ms. Andrea Catania, Risk Manager for the City of San Luis, to see if the pool will help with this expenditure.

Council Member M.C. Ramos asked if there are other departments in Arizona using this system.

Mr. Figueroa replied that the City of Yuma does not use this system, but there are other bigger organizations that do use it. Furthermore, he mentioned that the reason he is asking for this system, is that he does not want to wait until a new chief is hired to start working on new policies and procedures. He added that he does not want to hold the department liable and there is an opportunity to get this project going.

Mr. Robert Eads, City Manager, stated that any discipline issue that the department has with personnel goes directly towards violation of policy. He added that unfortunately policies at this time are being written through a memorandum and this will get an officer out of date on what policy is. Furthermore, Mr. Eads added that policies should be kept up-to-date and have everybody follow the same policy.

Vice-Mayor M. Rosales asked if the City will continue to pay for the services after the second year.

Mr. Figueroa replied that the fee will continue to be \$7,300.00, as Lexipol will do the research and update the policies.

Council Member M.C. Ramos thanked Mr. Figueroa for stepping in and working on this project.

3. DISCUSSION ITEMS:

3.1. Discussion on any and all matters regarding Main Street issues. (Mayor G. Sanchez)

Mayor G. Sanchez stated that the reason this item was requested to be discussed is because the Main Street Improvement has been finalized and he has seen some issues such as trash and people sleeping on Main Street.

Mr. Eulogio Vera, Public Works Director, replied that there has been discussion amongst City departments regarding this issue and have come to the conclusion that the maintenance in that area will continue to be done by the Parks and Recreation Department with the assistance of Public Works. Public Works will be assisting on Mondays, when there is more to clean.

Mr. Victor Figueroa, Acting Chief of Police, commented that regarding people sleeping on Main Street are mainly people that cross the border to come to work. He mentioned that when an officer sees one sleeping, they stop to let them know that it is not allowed to sleep in that area.

Mayor G. Sanchez commented that the City needs to do something about these issues. He stated that he understands that people work, but these issues need to be enforced. He mentioned that he found that the City of Yuma has an ordinance that does not allow people sleeping on Main Street. He stated that this is something he would like to avoid by just having officers enforce these problems.

Mr. Figueroa mentioned that one of the things that was noticed is that once Friendship Park was shut down, there are more people staying on the streets and there is no other place to sleep. He mentioned that it is sad because these are hardworking people that have to cross the border to go to work.

Council Member M. Buchanan Jr. commented that he understands that these are all hardworking people, but also the City needs to watch for the safety of their residents. He stated that if this is not enforced, then Main Street will be all trashed within a year; and this is something that the City would like to avoid.

Council Member M.C. Ramos stated that staff should talk to the farm companies to see if they can provide them with shelter while they wait to leave to work. She asked if Friendship Park will be closed forever.

Mayor G. Sanchez replied that the reason Friendship Park is closed is because there were many issues going on with people staying there. He mentioned that employers should also be part of the solution for these issues. Furthermore, he commented that Customs and Border Protection is working on a solution to fix the delay of pedestrians crossing the border.

Ms. Jenny Torres, Community Development Director, commented that one of the solutions would be to move the labor workers pick up location to the San Luis Industrial Park, as people will move to where the buses are at.

Mayor G. Sanchez asked when did the letters to business owners mailed to businesses located on Main Street, regarding the shade structures.

Mr. John Starkey, Building Safety Director, replied that the letter were mailed on July 1, 2015 to not only the property owners but the business owners. The letter stated that structures on the right-of-way are not permitted and they have to be removed. He mentioned that staff will go visit the business owners within 15 days to check their status.

Mr. Robert Eads, City Manager, mentioned that one of the solutions about homeless people on Main Street will be to contact the shelter organizations to see how they can help with this matter. He also mentioned that the media will be a great vehicle to notify the community about this issue, and they might come out with some suggestions. Furthermore, he informed that the Arizona Department of Corrections (ADOC) approved the request to have the prison inmates help with the Main Street maintenance. He added that the City will try to have them work from 6:00 a.m. to 8:00 a.m., when Main Street is not that busy.

Mr. Vera commented that one of the restrictions that ADOC has lately implemented, is that the City used to use them throughout the City but due to the incidents that have happened throughout the County, they have more restrictions as where prison can be used. He added that the City will be able to use them in that area with additional support from the City and the prison.

Mr. Eads informed that Arizona Department of Transportation (ADOT) is ready to turn in Main Street to the City and there will be some issues that the City will face during the transition and mostly during the winter. He added that ADOT would like to hand in the project on July 17, 2015.

Mr. Vera commented that ADOT is willing to help the City, as they understand staff's limitations.

Mayor G. Sanchez commented that one of the issues he has noticed is that in the pedestrian crossing light, people are not able to see if the light is green or red.

Mr. Vera replied that this is one of the issues that was addressed to ADOT and the recommendation was to put the light lower or install an additional light so that people is able to see it. The other issue is the location of the button for the pedestrian crosswalk. He commented that during the winter time, there will be many people crossing that

crosswalk, and they will not fit in the sidewalk to cross the street, this will create a chaos, as people will be standing on the street in order to cross.

Mayor G. Sanchez asked if the Police Department is already giving out tickets for jay walkers.

Mr. Figueroa replied that officers will be concentrating on First Avenue and Main Street, as zero tolerance starts on July 2, 2015, people will get cited for not using the crosswalks.

Council Member A. Luna-Carrasco asked what will be done with the roundabout located on Archibald and Main Street.

Mr. Vera replied that ADOT is done with that project, but the City will be able to do something if Council decides to.

3.2. Update on any and all matters regarding “hot” water issues. (Mayor G. Sanchez)

Mr. Eulogio Vera, Public Works Director, commented that it was Council's direction to hire a third party to find a solution to the problem. He informed that the City hired Nicklaus Engineering, Inc. (NEI) and they analyzed the data that the City collected during the previous year including the temperature readings, the layout of the water distribution system, storage tanks and well sites. He mentioned that they reviewed the information to see if there are any deficiencies to what stands and there were none. Furthermore, Mr. Vera informed that NEI will be doing a data collection, as far as taking temperature of storage tanks, water main and residences; they do data collection for 3 to 5 days. With this study NEI and City staff will be able to pinpoint what the problem is in the area.

Mayor G. Sanchez asked Mr. Vera to make sure that NEI takes readings at different homes.

Mr. Vera commented that staff has measured the depth of the lines and they are within standard practice.

Council Member M. Buchanan Jr. asked if City staff has been meeting with residents to take the water reading from their homes.

Mr. Vera replied that NEI will be deciding where will be the best location to take the water temperature readings, then the property owners will be contacted to set up the appointment.

Mayor G. Sanchez asked Mr. Vera to please notified Mr. Jose Luis Suarez as to what the status of this problem is. He asked how much does the study cost.

Mr. Vera replied that the preliminary review study will cost approximately \$5,000.00.

3.3. Discussion on any all matters regarding the position of Vice-Mayor. (Mayor G. Sanchez)

Mayor G. Sanchez commented that when he became the Vice-Mayor, he thought it would require him to do extra activities/duties and it did not. He mentioned that as years passed by, this position now requires more from the Vice-Mayor, such as attending trips representing the Mayor during meetings. He added that he wants Council to understand that the City is growing and it requires more from each Council Member and specially from the Vice-Mayor, this is the reason why this position was also significantly monetary increased, because it requires more of this person's time. Mayor G. Sanchez commented that this position requires a lot of public speaking, deal with border issues and is in direct contact with Mr. Luis Ramirez in regard to San Luis Port I and II. He stated that whomever wants to be a Vice-Mayor it will require more of his/her time and Council will expect more from this position. He mentioned that he would like to hear from each Council Member as to what their thoughts are about the position.

Council Member M. Buchanan Jr. mentioned that he does not have the time for the Vice-Mayor position. He stated that the Vice-Mayor M. Rosales is currently doing a great job and is representing the community.

Council Member G. Torres commented that other Council Members should be given the opportunity to fill the position of Vice-Mayor. She agrees with Council Member M. Buchanan Jr. as to how Vice-Mayor Rosales is doing. She stated that she does not have the time to take that responsibility.

Vice-Mayor M. Rosales stated that it has been an honor to be the Vice-Mayor. He commented that it is up to Council if they would like him to continue with this job and will work with Council if they want to replace him. He added that there are Council Members that are very active and should also be given the opportunity to be the Vice-Mayor.

Council Member M.C. Ramos commented that she also agrees with Council Member M. Buchanan Jr. but also believes that others should be given the opportunity to serve as Vice-Mayor.

Council Member A. Luna-Carrasco mentioned that she agrees with what other Council Members have said. She stated that being a Vice-Mayor will be a learning experience.

Council Member R. Walshe commented that it will be very helpful to have some guidelines regarding the duties of the Vice-Mayor, reason is that at this time there are none.

Mayor G. Sanchez agreed with Council Member R. Walshe regarding the guidelines to define this position. He added that if this is not define, his job will be harder as he relies a lot from the Vice-Mayor.

4. Adjournment

MOTION: Council Member M. Buchanan Jr./Council Member G. Torres to adjourn the meeting at approximately 7:47 p.m. Motion passed unanimously.

MINUTES
Regular Meeting
San Luis City Council
San Luis Council Chambers
1090 E. Union Street
July 08, 2015
7:00 p.m.

1. CALL TO ORDER Mayor G. Sanchez called the Regular City Council meeting to order at approximately 6:57 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
Aracely De La Hoya, Senior Services Director
Chris Kasid, Parks & Recreation Director
Eulogio Vera, Public Works Director
Geraldine Gutierrez, Asst. to Council/PIO
Glenn Gimbut, City Attorney
Hank Green, Fire Chief
Jennifer Cisneros, Asst. Director Parks and Recreation
Jenny Torres, Community Development Director
John Starkey, Building Safety Director
Manuel Rojas, Assistant Public Works Director
Maria Sabori, Human Resources Specialist
Omar Heredia, Human Resources Training Programs Coordinator
Jose Guzman, Assistant Planner
Kay Macuil, Assistant City Attorney
Katie St. Louis, Finance Director
Olivia Jenkins, Utilities Director
Victor Figueroa, Acting Chief of Police
Yolanda Dueñas, Fleet Services/Facilities Department
Francisca Guzman, Meeting Translator
Miguel Alvarez, Police Corporal
Jonathan Dumadag, I.T. Technician
Angel Ramirez, Fire Department

Ernesto Prieto, San Luis Police Detective
Lucy Lopez, Reporter
Luis Cabrera, Resident
Gerardo Torres, Resident
Guillermina Fuentes, Resident
Cesar Neyoy, Reporter
Dania Castillo, Economic Development Department
Alfredo Campa, San Luis Police Sergeant
Victor Olivares, San Luis Animal Control Officer

2. PLEDGE OF ALLEGIANCE

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

3. INVOCATION

The invocation was made by Hank Green.

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)

Mr. Robert Eads, City Manager, wanted to formally recognize Tadeo De La Hoya as an elected member for the next three (3) years to the National Association of Latino Elected and Appointed Officials.

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)

Mr. R. Eads also recognized the City employees who graduated June 2nd, 2015 from the Certified Public Managers course. Those employees being Ms. Sonia Cornelio, City Clerk; Mr. Enrique Lopez, Fire Captain and Mr. Angel Ramirez, Fire Captain.

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)

Mr. Ernesto Prieto, San Luis Police Detective, thanked the City of San Luis, the City of San Luis Police Officers, and the community. He presented Mr. Jose Cordero and Mr. Anthony Clark Certificates of Recognition for their outstanding achievements at the USA Boxing Junior Olympic.

5. CONSENT AGENDA

Minutes of:

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

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)

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

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)

Mr. Glenn Gimbut, City Attorney, stated that the new amount would be \$11,000.00 and the payment would be a settlement of all claims against the City. Mr. Gimbut stated that there will be no more charges from Sun City Development, Inc.

MOTION: Council Member M. Buchanan Jr. / Council Member A. Luna-Carrasco 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 or any and all works, services, materials, equipment, fixtures, appliances, supplies, appurtenances, or other personality 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. Motion passed unanimously.

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)

Mr. Hank Green, Fire Chief, stated that on May 13, 2015 City Council had authorized the purchase of two (2) power assist gurneys through FERNO. Days later the San Luis Fire Department received notice that stated there were problems with the products and it was placed under a stop shipment.

Mr. Green stated that on June 29, 2015 he made contact with STRYKER and they were willing to deliver two (2) power assistant gurneys by the end of the Fiscal Year. The price the gurneys were sold to the fire department is within the amount authorized by Council, which was \$8,000.00.

MOTION: Vice Mayor M. Rosales/ Council Member M. Buchanan Jr. to ratify the purchase from the vendor STRYKER of two (2) power-assistant 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. Motion passed unanimously.

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)

Ms. Maria Sabori, Human Resources Specialist, stated that Waters & Company is their first choice for seeking recruitment for the Chief of Police position.

Mr. Chuck Ward, Waters & Company Senior Vice President, stated that Waters & Company have specialized exclusively on executive improvements for Cities and Counties. Mr. Ward stated they want to minimize turnovers for the City and find someone who can fulfill the requirements for the Chief of Police position. He added that the fix cost for the recruitment services is \$24,500.00 which includes the additional element; the only other cost would be the travel expenses for the candidates.

Mayor G. Sanchez stated that it was an excellent proposal but he suggested holding an Executive Session for next scheduled meeting.

Mr. Robert Eads, City Manager, suggested that the City take the opportunity to get the position filled and maintain it filled.

MOTION: Council Member G. Torres/ Council Member M. Buchanan Jr., to continue item for an Executive Session for July 22, 2015. Motion passed unanimously.

6.4 Public Hearing followed by discussion and possible action to approve 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

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

Mr. John Starkey, Building Safety Director, stated that the proposed medical marijuana dispensary would be located on 708 N. Archibald Street. When it was going through the Planning and Zoning commission meeting questions regarding parking arose. Mr. Starkey clarified that there will be parking on Archibald Street and on the paved alley behind the location. He stated that because there will now be a medical marijuana dispensary in the City, residents can no longer grow marijuana in their own homes, which would make it easier on the Police Department to enforce those laws.

Mayor G. Sanchez asked in regards to when the Planning and Zoning Commission denied, if there was other alternatives or locations.

Mr. Starkey answered that it was more the parking that caused the board to say no, since then they have agreed to four (4) parking spots in the front and the whole paved alley way behind.

Mr. Glenn Gimbut, City Attorney, stated that the City does not have the power to prohibit medical marijuana in San Luis but is only limited to where the City wants to locate it. The distance around the location would be limiting the location of the dispensary. While Council could vote no, there are chances of problems.

Mr. Jose Luis Arrandilla, 1484 Arizona Street, stated that he is there to represent a group of citizens that are against the medical marijuana dispensary. The idea of the City being plagued by drugs and marijuana is something they no longer want. He stated a medical marijuana dispensary is not needed in the City.

Mayor G. Sanchez stated that it was not the City's choice but rather the State's choice, since voters had voted yes on medical marijuana and the law has to be enforced.

Mr. Alberto Cardenas, 1582 San Pedro Street, stated that he is in favor of the dispensary for the people who may need it. He stated that what is important is the location and security of the location for the community.

Ms. Beatriz Zousa, resident, stated that she is in favor of the dispensary because it could help people. She explained that her son has encephalitis and was prescribed several medications and at the moment he is prescribed to medical marijuana. For the past three (3) months her son has been calmed, less suicidal, and has been having less anxiety.

Mr. Dave Paterson, in representation of the owner of Choice Cannabis, stated that the property chosen will work, since it is in Downtown and follows all Planning and Zoning regulations.

Mr. Curtis Devine, Choice Cannabis owner, stated that patients are only allowed to purchase two (2) and half ounces of medical marijuana every fifteen (15) days which totals to five (5) ounces a month. If there is a person without a clearance license the product will not be sold. In addition, each card that is issued by the State of Arizona has

an identification number that is proceed by the State's system that would inform them the amount of cannabis they purchased in the last fifteen (15) days. If they purchased the two (2) and a half ounces and have already ran out in the fifteen (15) days they are not allowed in the purchasing area.

Ms. Elia Martinez, 1150 Washington Lane, stated that she was against the dispensary and wants to keep the City one of the safest in Arizona.

Mr. Juan Molina, 288 Los Oros Street, stated that bringing a medical marijuana dispensary would provide the City problems.

Mr. Javier Barraza, Chairman of Planning and Zoning Commission for the City of San Luis, stated that the planning and zoning ordinance states there should be eight (8) parking spaces.

B. Close Public Hearing

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

Action on Conditional Use Permit Case No. 2015-0153

MOTION: Council Member G. Torres/ Council Member M. Buchanan Jr. to approve Conditional Use Permit Case No. 2015-0153 with the conditions recommended by staff. Motion passed with five (5) aye votes and two (2) nay votes from Council Member R. Walshe and Council Member M.C. Ramos.

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.

A. Open Public Hearing

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

Mr. John Starkey, Building Safety Director, stated that the Conditional Use Permit will be used to build a medical marijuana growing facility on the edge of town. The facility will start at 20,000 square feet and will grow to 100,000 square feet.

Mr. Devine, stated that in regards to security, it is required by the State of Arizona to have cameras in every grow room and exterior cameras. There should be a security monitor station where they will provide a live feed to show the night shift as well as security guard.

Mayor G. Sanchez asked about the relationship between the Police Officers.

Mr. Devine responded that they had the local law enforcement and fire department walk through the facility and so that they know what they are doing there. While there is no day security, there is someone constantly monitoring the live stream. In addition the risk of robbery from a cultivation center is minimal.

Mayor G. Sanchez, said he would feel more comfortable if there was a security officer during the day.

Council Member A. Luna-Carrasco asked about the letter that was submitted by the Yuma County Water Users Association.

Mr. Starkey explained that they were under the assumption that they were going to be planting outside. He assured the City Council and Mayor that the water will be provided by a well and will not be using water from the Yuma County Water Users Association.

Mr. Glenn Gimbut, City Attorney added that the water from the Yuma County Water Users Association has been assigned to the city.

Mr. Cobar, 1935 Georgina Street, stated that he is worried about security at the dispensary. He is asking how many plants will be grown in the area and how will the building be secured.

Mr. Glenn Gimbut, City Attorney, stated that there is a strict counting on the plants and the records need to be maintained. The marijuana that is produced here can be distributed to different dispensaries.

Mr. Devine stated that there are currently two (2) shifts of security guards at their current location and are not against having a security guard twenty-four (24) hours, seven (7) days a week.

Ms. Guillermina Fuentes, 1630 N. 9th Avenue, stated that she finds unfair that citizens are going against Mayor and Council when it is not the City but the State's decision.

Mr. Osvaldo Garza, resident, asked if the dispensary needed to be in a main area or just within City limits. Mr. Garza asked if the dispensary could be located on the outskirts of the City.

Mr. Gimbut clarified that the dispensary needs to be within City limits.

B. Close Public Hearing

MOTION: Council Member M. Buchanan Jr. /Vice Mayor M. Rosales to close public hearing. Motion passed unanimously.

Action on Conditional Use Permit Case No. 2015-0156

MOTION: Council Member M. Buchanan Jr. / Vice Mayor M. Rosales to approve Conditional Use Permit Case No. 2015-0156 with the conditions recommended by staff and to add more security if needed. Motion passed with five (5) aye votes and two (2) nay votes from Council Member R. Walshe and Council Member M.C. Ramos.

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

Mr. John Starkey, Building Safety Director, stated that this item was continued because there was an issue of legal access on the property. He stated that the Bureau of Reclamation has jurisdiction of the land and not Bureau of Land Management. He stated that if the City decides to approve the Conditional Use Permit it would require Verizon Wireless to submit an application for legal access of the property within sixty (60) days. If the City gives Verizon the Conditional Use and the variance, then they can build the tower and the City can put conditions on the right of way.

Ms. Michelle Lamourex, Verizon Wireless, stated that if the residents are concerned about the health issues, there are third party companies providing the information through Verizon. She stated that if the City has more towers it will not only make the service better but also strengthen the overall system where the signal from Mexico will not interrupt.

Mr. Dan Trejo, 2627 B Land Blvd, Redondo Beach California, and Ms. Abby Torres Poe, 33611 Avenue E, Micafe California, stated that they have several concerns. Ms. Poe stated that one of the concerns was if there was going to be an easement going through their property. In addition, she would like to know how the cell phone tower would affect the power on the property.

Mr. Trejo stated he wanted to know what the safe distance from the tower was. He also stated he was concerned about the wires that transfer the energy being under the property.

Mr. J. Starkey stated that APS does their work as careful as ADOT when it comes to utilizing other people's property.

B. Close Public Hearing

MOTION: Vice Mayor M. Rosales/ Council Member M. Buchanan Jr. to close public hearing. Motion passed unanimously.

Action on Conditional Use Permit No. 2015-0126

MOTION: Vice Mayor M. Rosales/ Council Member M. Buchanan Jr. to approve area space number 2015-0130. Motion passed with six (6) aye votes and one (1) nay vote from Council Member M.C. Ramos.

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

MOTION: Council Member A. Luna-Carrasco/ Council Member M. Buchanan Jr. to adjourn as City Council and convene as Board of Adjustment. Motion passed unanimously.

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

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

Mr. John Starkey, Building Safety Director, stated that the approximately one-hundred (100) foot tower should fall on home site, due to the nature of the site it was requested to be moved not to close to the surrounding property lines. He stated that because the tower is not one-hundred (100) feet the City of San Luis and the San Luis Zoning Ordinance requires that it be one-hundred (100) feet from all property lines. Since that is not possible the variance will be used on the East the West and the North property lines.

B. Close Public Hearing

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

Action on Variance Case No. 2015-0130

MOTION: Vice Mayor M. Rosales/ Council Member M. Buchanan Jr. to approve Condition Use Permit with conditions recommended by staff. Motion passed with six (6) aye votes and one (1) nay vote from Council Member M.C. Ramos.

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

MOTION: Vice Mayor M. Rosales/ Council Member M.C. Ramos to adjourn as Board of Adjustment and reconvene as City Council. Motion passed unanimously.

8. SUMMARY OF CURRENT EVENTS:

Mayor G. Sanchez stated that he attended the ribbon cutting of Main Street and thanked everyone who was involved. He added that the amount of people who showed up was impressive.

Council Member A. Luna-Carrasco thanked staff for the Fourth of July fireworks.

Mayor G. Sanchez thanked the Police Department for their incorporation on the Fourth of July event. He also thanked Parks and Recreation stating they should start the incentive for a bigger park.

Ms. Jenny Torres, Community Development Director, stated that during a meeting with ADOT they were presenting the project to the business owners. She stated a couple of business owners for the Agriculture Company and buses wanted to talk to the City Council regarding the possible issues they could have.

Council Member G. Torres stated she wanted to thank everyone who was present and the workers who did an awesome job at the Main Street ribbon cutting event.

Mr. John Starkey, Building Safety Director, stated he wanted to thank Ms. Jenny Torres, Community Development Director, and Ms. Dania Castillo, Community Development, for helping him and talking to all the people on Main Street to remove boxes from the sidewalks.

Council Member R. Walshe stated if signs for truck drivers could be posted on Main Street or if the City could notify them.

Mayor G. Sanchez added they should add restrictions on truck drivers on Main Street. He also stated he would like a report from the Police Department regarding the citations for jay walking.

Mr. Victor Figueroa, Acting Chief of Police, stated that in one day alone there were thirty-eight (38) people cited for jay walking. Mr. Figueroa stated the main problem is First Avenue at the DS Building and there are more Officers patrolling that area.

Mr. Robert Eads, City Manager, stated that the Business Incubator open house was the next day from 10 am to 2 pm.

9. CALL TO THE PUBLIC

There were no comments from the public.

10. EXECUTIVE SESSION

Vote to hold Executive Sessions pursuant to A.R.S. §§38-431.03.A.1., 38-431.03.A.3 and 38-431.03.A.4

MOTION: Vice Mayor M. Rosales/ Council Member M. Buchanan Jr. to go to executive session. Motion passed unanimously.

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

MOTION: Vice Mayor M. Rosales/ Council Member M.C. Ramos to go back to Regular Session at approximately 11:10 p.m.

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)

No action was taken by the City Council on this item.

9. Adjournment

MOTION: Vice Mayor M. Rosales/ Council Member M.C. Ramos to adjourn the meeting at approximately 11:10 p.m. Motion passed unanimously.



AGENDA ITEM REVIEW FORM

Regular City Council Meeting

5. B.

Meeting Date: 08/26/2015

Summary

Disbursements from August 3, 2015 through August 14, 2015

Total Disbursements \$590,966.24

(Five Hundred, Ninety-Thousand, Nine Hundred, Sixty-Six Dollars and Twenty-Four Cents)

Attachments

Disbursements 8/26/2015



City of San Luis

Finance Department

COUNCIL MEETING August 26, 2015 Disbursement Reports from 8/3/2015 to 8/14/2015

<u>Bank Accounts</u>	<u>Check Date</u>	<u>Amounts</u>	<u>Reports</u>
AP Check Account	8/3/2015	\$ 512.00	Schedule A
AP Check Account	8/6/2015	\$ 180,029.14	Schedule B
AP Check Account	8/6/2015	\$ 1,540.68	Schedule C
AP Check Account	8/7/2015	\$ 391.63	Schedule D
AP Check Account	8/11/2015	\$ 216.00	Schedule E
Payroll Check Account	8/12/2015	\$ 242,123.02	Schedule F
AP Check Account	8/13/2015	\$ 41,275.62	Schedule G
AP Check Account	8/13/2015	\$ 124,878.15	Schedule H
Total Disbursement		\$ 590,966.24	

Please contact K. St. Louis prior to the meeting if additional information is needed.

Prepared by Maura Gonzalez: Maura Gonzalez

Verified by Finance Director: Ketic St. Louis

For Council approval on: _____

Mayor: _____

Council: _____

RECEIVED
2015 AUG 18 AM 11:37
CITY OF SAN LUIS
OFFICE OF THE CITY CLERK

City of San Luis
Payment Batch Register
 Bank Account: 1BYPAYABLE - 1st BY Accounts Payable
 Batch Date: 08/03/2015

Schedule A
Transaction Amount

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Bank Account: 1BYPAYABLE - 1st BY Accounts Payable						
Check	08/03/2015	72070	Accounts Payable	HOLYFIELD, MARC		74.00
	Invoice		Date	Description		Amount
		HOLYFIELD 080415	08/03/2015	TRAVEL - AFCA 2ND ANNUAL EMS SYMPOSIUM		74.00
Check	08/03/2015	72071	Accounts Payable	HUMPHREY, JEREMY		74.00
	Invoice		Date	Description		Amount
		HUMPHREY 080415	08/03/2015	TRAVEL - AFCA 2ND ANNUAL EMS SYMPOSIUM		74.00
Check	08/03/2015	72072	Accounts Payable	LOPEZ, ENRIQUE		74.00
	Invoice		Date	Description		Amount
		LOPEZ 080415	08/03/2015	TRAVEL - AFCA 2ND ANNUAL EMS SYMPOSIUM		74.00
Check	08/03/2015	72073	Accounts Payable	MORRIS, JOHNNIE		74.00
	Invoice		Date	Description		Amount
		MORRIS 080415	08/03/2015	TRAVEL - AFCA 2ND ANNUAL EMS SYMPOSIUM		74.00
Check	08/03/2015	72074	Accounts Payable	PEREZ, JORGE		108.00
	Invoice		Date	Description		Amount
		PEREZ 080515	08/03/2015	TRAVEL - CERTIFIED PUBLIC MANAGER PRGM		108.00
Check	08/03/2015	72075	Accounts Payable	ROJAS, MANUEL		108.00
	Invoice		Date	Description		Amount
		ROJAS 080515	08/03/2015	TRAVEL - CERTIFIED PUBLIC MANAGER PRGM		108.00
1BYPAYABLE 1st BY Accounts Payable Totals:				Transactions: 6		\$512.00

Checks: 6 \$512.00

Prepared By:
Maggie Dominguez
Date: *8/3/15*

City of San Luis
Payment Batch Register
Bank Account: 1BYPAYABLE - 1st BY Accounts Payable
Batch Date: 08/06/2015

Schedule B

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
		261202 00		07/23/2015	PART FOR WELL FLOW METER FOR WELL #10 AT WS#6	356.08
1BYPAYABLE 1st BY Accounts Payable Totals:					Transactions: 46	\$180,029.14
Checks:		46			\$180,029.14	

Prepared By:
Maggie Dominguez
Date: *Maggie D.*
8/6/15

City of San Luis
Payment Batch Register
 Bank Account: 1BYPAYABLE - 1st BY Accounts Payable
 Batch Date: 08/06/2015

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Bank Account: 1BYPAYABLE - 1st BY Accounts Payable						
Check	08/06/2015	72076	Accounts Payable	ALBERT HOLLER & ASSOCIATES		2,200.00
	Invoice		Date	Description		Amount
		JULY 2015	07/31/2015	SALES TAX AUDITOR FOR JULY 2015		2,200.00
Check	08/06/2015	72077	Accounts Payable	APPLIED PRODUCTS GROUP LLC		9,948.67
	Invoice		Date	Description		Amount
		DVJFI3015-01	07/27/2015	CHLORINE USED FOR WATER TREATMENT SKIDS/MTU's - 1/3		9,948.67
Check	08/06/2015	72078	Accounts Payable	ARANDA, JOSUE		97.56
	Invoice		Date	Description		Amount
		ARANDA 080615	08/06/2015	REIMBURSEMENT - STEEL TOE BOOTS		97.56
Check	08/06/2015	72079	Accounts Payable	ARCIGA, CARLOS		100.00
	Invoice		Date	Description		Amount
		ARCIGA 080615	08/06/2015	REIMBURSEMENT - STEEL TOE BOOTS		100.00
Check	08/06/2015	72080	Accounts Payable	ARIZONA BRAKE & CLUTCH SUPPLY		5,960.89
	Invoice		Date	Description		Amount
		32083	07/29/2015	PURCHASE PARTS FOR HWY USER VIN #3580		3,564.85
		32076	07/29/2015	PURCHASE TOOLS FOR CITY SHOP (JAIME RUIZ)		223.89
		32077	07/29/2015	PURCHASE TOOLS FOR CITY SHOP (JAIME RUIZ)		140.88
		32078	07/29/2015	PURCHASE TOOLS FOR CITY SHOP (JAIME RUIZ)		54.15
		32082	07/29/2015	PURCHASE TOOLS FOR CITY SHOP (JAIME RUIZ)		12.96
		32079	07/29/2015	PURCHASE TOOLS FOR CITY SHOP (JAIME RUIZ)		20.54
		32080	07/29/2015	PURCHASE TOOLS FOR CITY SHOP (JAIME RUIZ)		112.91
		32081	07/29/2015	PURCHASE TOOLS FOR CITY SHOP (JAIME RUIZ)		780.46
		31934	07/21/2015	WW 1460 EE180		59.18
		32041	07/27/2015	SOLID WASTE 8969 EE180		156.60
		32100	07/29/2015	HWY USER 5204 EE180		429.50
		32131	07/31/2015	RETURNED/CREDIT		(429.50)
		32128	07/31/2015	HWY USER 5204 EE180		834.47
Check	08/06/2015	72081	Accounts Payable	BALAR EQUIPMENT CORPORATION		412.42
	Invoice		Date	Description		Amount

City of San Luis
Payment Batch Register
 Bank Account: 1BYPAYABLE - 1st BY Accounts Payable
 Batch Date: 08/06/2015

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
		715046				412.42
Check	08/06/2015	72082	Accounts Payable	BATTERY SYSTEMS INC		1,864.37
		Invoice	Date	Description		Amount
		3209114		PURCHASE BATTERIES FOR WASTEWATER #7C3A		197.34
		3209112		PURCHASE BATTERY FOR POLICE VIN #8695		474.73
		3209083		PURCHASE BATTERY FOR POLICE VIN #0568		201.59
		3209080		PURCHASE BATTERY FOR POLICE VIN #8757		212.43
		3206355		PURCHASE BATTERIES FOR WATER #7 GENERATOR		778.28
Check	08/06/2015	72083	Accounts Payable	BILL ALEXANDER FORD		94.64
		Invoice	Date	Description		Amount
		310966		POLICE DEPT 7757 EE180		61.86
		310945		UTILITIES 4836 EE180		32.78
Check	08/06/2015	72084	Accounts Payable	BOBADILLA, YADIRA		209.00
		Invoice	Date	Description		Amount
		BOBADILLA 081015		TRAVEL - COUNTER THREAT FINANCE/MONEY LAUNDERING TRAINING		209.00
Check	08/06/2015	72085	Accounts Payable	CATANIA, ANDREA		133.00
		Invoice	Date	Description		Amount
		CATANIA 081215		TRAVEL - 2015 ICA WORKERS COMP CLAIMS SEMINAR		133.00
Check	08/06/2015	72086	Accounts Payable	CAZAREZ, KATHYA		620.00
		Invoice	Date	Description		Amount
		2016-00000109		SERVICES RENDERED OF SCOREKEEPER FOR MEN'S BASKETBALL LEAGUE		320.00
		2016-00000110		SUPERVISION & INSTRUCTING OF GIRLS VOLLEYBALL SUMMER PROGRAM		300.00
Check	08/06/2015	72087	Accounts Payable	CDWG		3,582.42
		Invoice	Date	Description		Amount
		WX47208		MONITORS FOR FINANCE DEPT		403.66
		WX62063		COMPUTER/EQUIPMENT FOR HR KIOSK		663.78
		WW28535		COMPUTER FOR PD TRAINING ROOM		803.63
		WW50372		MINI COMP FOR ADMIN CONFERENCE ROOM		684.72
		WW50381		ADMIN CONFERENCE ROOM TV		1,026.63
Check	08/06/2015	72088	Accounts Payable	CITY OF YUMA		46,907.67

City of San Luis
Payment Batch Register
 Bank Account: 1BYPAYABLE - 1st BY Accounts Payable
 Batch Date: 08/06/2015

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
	Invoice		Date	Description		Amount
	2016-0000018		07/08/2015	ANNUAL 911 SYSTEM ADMIN PD/FD		10,646.10
	2016-0000017		07/08/2015	PUBLIC SAFETY SOFTWARE ANNUAL MAINTENANCE QUARTERLY CHARGE		28,799.84
	2016-0000016		07/08/2015	RADIO MAINTENANCE 1 ST QUARTER PMT		7,461.73
Check	08/06/2015	72089	Accounts Payable	CORTES, CARLOS		1,200.00
	Invoice		Date	Description		Amount
	2016-00000105		08/06/2015	TUITION REIMBURSEMENT		1,200.00
Check	08/06/2015	72090	Accounts Payable	CRAFCO INC.		22,400.76
	Invoice		Date	Description		Amount
	00196069		05/29/2015	MATERIAL USED TO CRACK SEAL STREETS CITYWIDE		22,400.76
Check	08/06/2015	72091	Accounts Payable	DUENAS , DEREK		414.00
	Invoice		Date	Description		Amount
	DUENAS 080915		08/06/2015	TRAVEL - COMP TIA NETWORK/CERTIFICATION		414.00
Check	08/06/2015	72092	Accounts Payable	FIRE FIGHTER'S POLICE OFFICER'S		1,550.00
	Invoice		Date	Description		Amount
	2016-00000107		08/06/2015	FF & POLICE OFFICERS CANCER INSURANCE		1,550.00
Check	08/06/2015	72093	Accounts Payable	GIMBUT, GLENN J.		536.38
	Invoice		Date	Description		Amount
	GIMBUT 090914		08/06/2015	TRAVEL - IMLA 2014 ANNUAL CONFERENCE		536.38
Check	08/06/2015	72094	Accounts Payable	GUZMAN , FRANCISCA		200.00
	Invoice		Date	Description		Amount
	13		08/06/2015	TRANSLATING SERVICES FOR COUNCIL MEETING - 070815		150.00
	14/2015		08/06/2015	TRANSLATING SERVICES FOR COUNCIL MEETING - 072915		50.00
Check	08/06/2015	72095	Accounts Payable	LEON , APOLINAR		100.00
	Invoice		Date	Description		Amount
	LEON 080615		08/06/2015	REIMBURSEMENT - STEEL TOE BOOTS		100.00
Check	08/06/2015	72096	Accounts Payable	LUMBARD & ASSOCIATES P.L.L.C.		2,845.00
	Invoice		Date	Description		Amount

City of San Luis
Payment Batch Register
 Bank Account: 1BYPAYABLE - 1st BY Accounts Payable
 Batch Date: 08/06/2015

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
		2015-0701		07/22/2015	PROGRESS BILLING No.1 FOR SINGLE AUDIT PERFORMED FOR FYE 6/30/15	2,845.00
Check	08/06/2015	72097	Accounts Payable	MAYA'S CONSTRUCTION LLC.		985.10
		Invoice		Date	Description	Amount
		362		05/28/2015	REMODELING PROJECT - COURT	335.10
		363		05/28/2015	REMODELING PROJECT - COURT	650.00
Check	08/06/2015	72098	Accounts Payable	MIC HOMES		2,250.00
		Invoice		Date	Description	Amount
		2015-00001323		05/19/2015	REMODELING PROJECT - COURT	2,250.00
Check	08/06/2015	72099	Accounts Payable	NALEO EDUCATIONAL FUND		1,000.00
		Invoice		Date	Description	Amount
		2016-00000106		08/06/2015	CIVIC CONTRIBUTION	1,000.00
Check	08/06/2015	72100	Accounts Payable	NOVA 4, LLC		2,475.00
		Invoice		Date	Description	Amount
		268497-C4M7M6		07/15/2015	COMP TIA NETWORK/CERTIFICATION FOR D.DUENAS - IT DEPT	2,475.00
Check	08/06/2015	72101	Accounts Payable	NUNEZ, RICHARD		200.00
		Invoice		Date	Description	Amount
		2016-00000108		08/06/2015	SUPERVISION & INSTRUCTING OF BOYS BASKETBALL SUMMER CAMP	200.00
Check	08/06/2015	72102	Accounts Payable	O'REILLY AUTO PARTS		2,638.92
		Invoice		Date	Description	Amount
		2771-335776		07/23/2015	PART TO REPAIR WASTEWATER CASE #7862	155.42
		2771-336547		07/29/2015	PURCHASE KITS/TOOLS FOR CITY SHOP	416.85
		2771-336549		07/29/2015	PURCHASE KITS/TOOLS FOR CITY SHOP	169.38
		2771-334212		07/10/2015	HWY USER 2118 EE610	192.21
		2771-334575		07/13/2015	WW 7862 EE180	74.43
		2771-334695		07/14/2015	WW 4839 EE180	232.33
		2771-334722		07/14/2015	RETURNED/CREDIT	(0.44)
		2771-334640		07/14/2015	WW 6432 EE610	94.68
		2771-334855		07/15/2015	PD 0566 EE610	20.92
		2771-334856		07/15/2015	RETURNED/CREDIT	(20.92)
		2771-334857		07/15/2015	PD 0566 EE610	20.92

City of San Luis
Payment Batch Register
 Bank Account: 1BYPAYABLE - 1st BY Accounts Payable
 Batch Date: 08/06/2015

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
		2771-334866		07/15/2015	PD 0566 EE610	23.57
		2771-334897		07/15/2015	PD 8757 EE610	8.86
		2771-335004		07/16/2015	PD 8757 EE610	66.42
		2771-335002		07/16/2015	WATER 4344 EE610	63.93
		2771-334973		07/16/2015	PD 1072 EE328	30.97
		2771-335094		07/17/2015	PD 0066 EE610	50.87
		2771-335076		07/17/2015	WW5806 EE610	22.11
		2771-335075		07/17/2015	FACILITIES 4057 EE610	16.16
		2771-335073		07/17/2015	PD 6612 EE610	3.42
		2771-335512		07/21/2015	FACILITIES 5727 EE610	18.80
		2771-335508		07/21/2015	FACILITIES 5727 EE610	8.76
		2771-335524		07/21/2015	FACILITIES 5727 EE610	55.34
		2771-335583		07/21/2015	HWY USER 3580 EE610	132.84
		2771-335582		07/21/2015	SW 4813 EE610	132.84
		2771-335693		07/22/2015	PD 0051 EE610	52.67
		2771-335792		07/23/2015	PD 0449 EE610	24.56
		2771-335775		07/23/2015	PD 0449 EE610	55.52
		2771-335839		07/23/2015	COM DEV 4088 EE328	124.23
		2771-335978		07/24/2015	PD 7759 EE328	22.46
		2771-335967		07/24/2015	COM DEV 4088 EE328	10.16
		2771-335907		07/24/2015	HWY USER 5204 EE328	287.84
		2771-336625		07/30/2015	PD 7758 EE180	70.81
Check	08/06/2015	72103	Accounts Payable	PINNACLE PEAK HOLDING CORP.		1,880.74
		Invoice		Date	Description	Amount
		23723		07/29/2015	RADIO WIRELESS MICS FOR MOTOR OFFICERS	1,880.74
Check	08/06/2015	72104	Accounts Payable	REDBURN TIRE COMPANY		1,122.50
		Invoice		Date	Description	Amount
		11014661		07/27/2015	PURCHASE TIRES FOR POLICE VIN #0567	605.57
		11014659		07/27/2015	PURCHASE TIRES FOR POLICE VIN #3276	516.93
Check	08/06/2015	72105	Accounts Payable	ROJAS, MANUEL		51.00
		Invoice		Date	Description	Amount
		ROJAS 080315		08/06/2015	TRAVEL - PUREFLOW FILTRATION INSPECTION OF MANGANESE TREATMNT SY	51.00

City of San Luis
Payment Batch Register
 Bank Account: 1BYPAYABLE - 1st BY Accounts Payable
 Batch Date: 08/06/2015

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	08/06/2015	72106	Accounts Payable	SAN LUIS INDUSTRIAL PARK		3,329.70
	Invoice		Date	Description		Amount
		334	07/01/2015	RENT FOR INDUSTRIAL PARK LOT NO. 13 - JULY, AUG, SEPT 2015		3,329.70
Check	08/06/2015	72107	Accounts Payable	SAN LUIS SPEAR POINT SOLAR I, LLC		37,430.99
	Invoice		Date	Description		Amount
		2015-21	07/31/2015	SOLAR POWER DELIVERED - JULY 2015		37,430.99
Check	08/06/2015	72108	Accounts Payable	SANDOVAL, ANTONIO		51.00
	Invoice		Date	Description		Amount
		SANDOVAL 080315	08/06/2015	TRAVEL - PUREFLOW FILTRATION INSPECTION OF MANGANESE TREATMNT SY		51.00
Check	08/06/2015	72109	Accounts Payable	SERRANO , JOSE DE LOS ANGELES		627.45
	Invoice		Date	Description		Amount
		711616	06/18/2015	REMODELING PROJECT - COURT		627.45
Check	08/06/2015	72110	Accounts Payable	SIERRA COATINGS		2,500.00
	Invoice		Date	Description		Amount
		69	07/10/2015	REMODELING PROJECT - COURT		2,500.00
Check	08/06/2015	72111	Accounts Payable	SIGN MASTERS		330.66
	Invoice		Date	Description		Amount
		38525	07/24/2015	PURCHASE NUMBERS AND LETTERING FOR HR VIN #1812		104.08
		38524	07/24/2015	PURCHASE LETTERING, NUMBERS, & LOGO FOR PARKS NEW TRAILER #0826		204.90
		38523	07/24/2015	PURCHASE 2" NUMBERS 4837 FOR HWY USER VIN #4837		21.68
Check	08/06/2015	72112	Accounts Payable	SMITH, RALPH E. SR.		3,000.00
	Invoice		Date	Description		Amount
		23308	07/28/2015	MICROBIOLOGICAL ANALYSIS - COMPLIANCE TESTING - JULY 2015		750.00
		23312	07/31/2015	TRIENNIAL LEAD/COPPER COMPLIANCE MONITORING		2,250.00
Check	08/06/2015	72113	Accounts Payable	ST. LOUIS, KETIE		310.40
	Invoice		Date	Description		Amount
		ST.LOUIS 080915	08/06/2015	TRAVEL - CPE REQUIREMENTS FOR CPA LICENSE		310.40
Check	08/06/2015	72114	Accounts Payable	SYNERGY HOLDING, INC		3,955.28

Wade

City of San Luis
Payment Batch Register
 Bank Account: 1BYPAYABLE - 1st BY Accounts Payable
 Batch Date: 08/06/2015

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
	Invoice		Date	Description		Amount
	CG508974		05/27/2015	REMODELING PROJECT - COURT		3,955.28
Check	08/06/2015	72115	Accounts Payable	TIME WARNER CABLE		4,250.18
	Invoice		Date	Description		Amount
	3153AUG15		08/06/2015	ISP FOR CITY HALL (PUBLIC) ACC#8448600070203153		199.98
	1733AUG15		08/06/2015	ISP FOR CITY HALL AND REMOTE SITES		782.67
	2531AUG15		08/06/2015	ISP FOR CITY HALL AND REMOTE SITES		1,480.00
	2549AUG15		08/06/2015	ISP FOR CITY HALL AND REMOTE SITES		1,004.86
	2556AUG15		08/06/2015	ISP FOR CITY HALL AND REMOTE SITES		782.67
Check	08/06/2015	72116	Accounts Payable	VERA , EULOGIO		51.00
	Invoice		Date	Description		Amount
	VERA 080315		08/06/2015	TRAVEL - PUREFLOW FILTRATION INSPECTION OF MANGANESE TREATMNT SY		51.00
Check	08/06/2015	72117	Accounts Payable	VERIZON WIRELESS MESSAGING SVC		7,132.44
	Invoice		Date	Description		Amount
	9749468660		07/22/2015	MONTHLY STATEMENT CHARGES - CELL - 062315-072215		4,218.61
	9749504811		07/23/2015	MONTHLY STATEMENT CHARGES - MDC - 062415-072315		1,360.42
	9749263918		07/19/2015	MONTHLY STATEMENT CHARGES - DATA - 062015-071915		1,553.41
Check	08/06/2015	72118	Accounts Payable	WAXIE SANITARY SUPPLY		37.82
	Invoice		Date	Description		Amount
	75407130		07/24/2015	JANITORIAL SUPPLIES		37.82
Check	08/06/2015	72119	Accounts Payable	YUMA VISITORS BUREAU		2,587.50
	Invoice		Date	Description		Amount
	9671		07/15/2015	ADVERTISING AGREEMENT		2,587.50
Check	08/06/2015	72120	Accounts Payable	YUMA WINLECTRIC CO.		98.60
	Invoice		Date	Description		Amount
	463599 00		07/28/2015	REPLACE FLUOR LAMPS AT FIRE DORMS		98.60
Check	08/06/2015	72121	Accounts Payable	YUMA WINNELSON CO.		356.08
	Invoice		Date	Description		Amount

City of San Luis
Payment Batch Register

Bank Account: 1BYPAYABLE - 1st BY Accounts Payable
 Batch Date: 08/06/2015

Schedule C
Transaction

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Bank Account: 1BYPAYABLE - 1st BY Accounts Payable						
Check	08/06/2015	72122	Accounts Payable	ARANDA, JOSUE		330.00
	Invoice		Date	Description		Amount
		ARANDA 080915	08/06/2015	TRAVEL - 13TH ANNUAL GANG CONFERENCE		330.00
Check	08/06/2015	72123	Accounts Payable	AUTOZONE STORES, INC		730.68
	Invoice		Date	Description		Amount
		2756999362	07/27/2015	PURCHASE TWO (10) TON JACK STANDS FOR SHOP		730.68
Check	08/06/2015	72124	Accounts Payable	MENDOZA, LETICIA		50.00
	Invoice		Date	Description		Amount
		1846	08/06/2015	REIMBURSEMENT - DEPOSIT		50.00
Check	08/06/2015	72125	Accounts Payable	OSUNA, NAYELI		50.00
	Invoice		Date	Description		Amount
		1573	08/06/2015	REIMBURSEMENT - DEPOSIT		50.00
Check	08/06/2015	72126	Accounts Payable	VAZQUEZ, GRACIELA		50.00
	Invoice		Date	Description		Amount
		1845	08/06/2015	REIMBURSEMENT - DEPOSIT		50.00
Check	08/06/2015	72127	Accounts Payable	ZATARAIN, EDUARDO, JR.		330.00
	Invoice		Date	Description		Amount
		ZATARAIN 080915	08/06/2015	TRAVEL - 13TH ANNUAL GANG CONFERENCE		330.00
1BYPAYABLE 1st BY Accounts Payable Totals:						Transactions: 6
Checks: 6						\$1,540.68

Prepared By:
Maggie Dominguez
 Date: *8/6/15*

City of San Luis
Payment Batch Register
 Bank Account: 1BYPAYABLE - 1st BY Accounts Payable
 Batch Date: 08/07/2015

Scheduled
 Transaction Amount

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
Bank Account: 1BYPAYABLE - 1st BY Accounts Payable					
Check	08/07/2015	72128 Utility Management Refund	BUSTAMANTE ALEJANDRO & FRANCISCA		23.58
	Account Type		Account Number	Transaction Date	Transaction Type
Check	08/07/2015	72129 Utility Management Refund	LEYVA , MARIO & GRACIELA		119.38
	Account Type		Account Number	Transaction Date	Transaction Type
Check	08/07/2015	72130 Utility Management Refund	MISSION , ARIZONA TEMPE		62.17
	Account Type		Account Number	Transaction Date	Transaction Type
Check	08/07/2015	72131 Utility Management Refund	PARTIDA, FRANCISCO & MARIA		186.50
	Account Type		Account Number	Transaction Date	Transaction Type
	Residential		66532-012	07/29/2015	Refund - Account Credit
1BYPAYABLE 1st BY Accounts Payable Totals:			Transactions: 4		\$391.63
Checks:	4	\$391.63			

Prepared By:
Maggie Dominguez
Date: 8/7/15
C

City of San Luis
Payment Batch Register
 Bank Account: 1BYPAYABLE - 1st BY Accounts Payable
 Batch Date: 08/11/2015

Schedule E

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Bank Account: 1BYPAYABLE - 1st BY Accounts Payable						
Check	08/11/2015	72132	Accounts Payable	PEREZ, JORGE		108.00
		<u>Invoice</u>	<u>Date</u>	<u>Description</u>		<u>Amount</u>
		PEREZ 081215	08/11/2015	TRAVEL - CERTIFIED PUBLIC MANAGER PRGM		108.00
Check	08/11/2015	72133	Accounts Payable	ROJAS, MANUEL		108.00
		<u>Invoice</u>	<u>Date</u>	<u>Description</u>		<u>Amount</u>
		ROJAS 081215	08/11/2015	TRAVEL - CERTIFIED PUBLIC MANAGER PRGM		108.00
1BYPAYABLE 1st BY Accounts Payable Totals:				Transactions: 2		\$216.00
Checks:		2		\$216.00		

Prepared By:
Maggie Dominguez
 Date: *Maggie D.*
C 8/11/15



Pay Day Register Report

Pay Date Range 07/25/15 - 08/07/15

Pay Batch 201516

Schedule F

STANDARD LIFE ADDTNL	722.60	.00	WASHINGTON FEDERAL	2,280.15
TRANSWESTERN MEXICAN	149.70	.00	Wells Fargo	51,928.58
U.S. MEX DENTAL - EE &	416.85	.00	Total	<u>\$211,342.44</u>
U.S. MEX DENTAL - EE &	119.10	.00		
UNITED WAY	38.00	.00	Check	\$30,780.58
US & MEX DENTAL= FAMILY	743.40	.00		
US & MEX HEALTH = C	5,761.73	.00		
US & MEX HEALTH = FAMILY	3,869.28	.00		
US & MEX HEALTH = SP	1,545.83	.00		
VSP - VISION FAMILY	620.10	.00		
Net	<u>\$242,123.02</u>			

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City of San Luis
Payment Batch Register
 Bank Account: 1BYPAYABLE - 1st BY Accounts Payable
 Batch Date: 08/13/2015

Schedule G

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
		CS 080715		08/12/2015	CS 080715	3,435.26
Check	08/13/2015	72143	Accounts Payable	UNITED WAY OF YUMA COUNTY INC.		38.00
		Invoice		Date	Description	Amount
		2016-00000153		08/12/2015	705 - UNITED WAY	38.00
Check	08/13/2015	72144	Accounts Payable	UNITED YUMA FIRE FIGHTERS-IAFF		643.50
		Invoice		Date	Description	Amount
		2016-00000154		08/12/2015	543 - IAFF- FIRE DEPT	643.50
Check	08/13/2015	72145	Accounts Payable	ZIONS FIRST NATIONAL BANK		85.00
		Invoice		Date	Description	Amount
		2016-00000155		08/12/2015	533 - GARNISHMENT	85.00
1BYPAYABLE 1st BY Accounts Payable Totals:				Transactions: 12		\$41,275.62
Checks:		12			\$41,275.62	

Prepared By:
Maggie Dominguez
 Date: *Maggie D.*
C 8/13/15

City of San Luis
Payment Batch Register
 Bank Account: 1BYPAYABLE - 1st BY Accounts Payable
 Batch Date: 08/13/2015

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Bank Account: 1BYPAYABLE - 1st BY Accounts Payable						
Check	08/13/2015	72134	Accounts Payable	ARIZONA DEPARTMENT OF REVENUE		110.78
	Invoice		Date	Description		Amount
			08/12/2015	BG GARNISH 080715		110.78
Check	08/13/2015	72135	Accounts Payable	BURSEY & ASSOCIATES, P.C.		80.13
	Invoice		Date	Description		Amount
		2016-00000149	08/12/2015	711 - GARNISHMENT		80.13
Check	08/13/2015	72136	Accounts Payable	FOP/ALC		236.00
	Invoice		Date	Description		Amount
		2016-00000150	08/12/2015	714 - FOP/ALC		236.00
Check	08/13/2015	72137	Accounts Payable	MILLER, DAMIAN		95.89
	Invoice		Date	Description		Amount
		REIMB	08/12/2015	REIMB 081215		95.89
Check	08/13/2015	72138	Accounts Payable	PONCE, ADRIANA - CASDU		164.31
	Invoice		Date	Description		Amount
		2016-00000151	08/12/2015	532 - GARNISHMENT - CHILD SUPPORT		164.31
Check	08/13/2015	72139	Accounts Payable	PUBLIC SAFETY PERSONNEL RET SY		947.89
	Invoice		Date	Description		Amount
		alt psprs 081215	08/12/2015	alt psprs		947.89
Check	08/13/2015	72140	Accounts Payable	PUBLIC SAFETY PERSONNEL RET SY		35,093.86
	Invoice		Date	Description		Amount
		psprs reg080715	08/12/2015	PSPRS REG 080715		35,093.86
Check	08/13/2015	72141	Accounts Payable	SAN LUIS POLICE OFFICERS ASSOC		345.00
	Invoice		Date	Description		Amount
		2016-00000152	08/12/2015	539 - ASK COPS - SLPD		345.00
Check	08/13/2015	72142	Accounts Payable	SUPPORT PAYMENT CLEARINGHOUSE		3,435.26
	Invoice		Date	Description		Amount

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Schedule H

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount	
				CENTER			
				Invoice	Date	Description	Amount
				2016-00000140	08/13/2015	INCARCERATION FEES COLLECTED FOR JULY 2015	136.37
Check	08/13/2015	72221	Accounts Payable	YUMA COUNTY TREASURER		188.77	
				Invoice	Date	Description	Amount
				2016-00000139	08/13/2015	FUND COLLECTED FOR JULY 2015	188.77
Check	08/13/2015	72222	Accounts Payable	YUMA ELECTRIC MOTORS & PUMPS		189.89	
				Invoice	Date	Description	Amount
				16091	07/08/2015	NEW POWER CORD/CABLE FOR SUBMERSIBLE PUMP@MERRILL LIFTSTATION	189.89
Check	08/13/2015	72223	Accounts Payable	YUMA HEALTH CARE SERVICES, INC		210.70	
				Invoice	Date	Description	Amount
				49335	08/10/2015	OXYGEN TANK REFILLS FOR SLFD	210.70
Check	08/13/2015	72224	Accounts Payable	YUMA PRINTING & GRAPHIC DEPT.		1,098.79	
				Invoice	Date	Description	Amount
				7334	08/11/2015	SECURITY FLIP/SEAL ENVELOPES FOR PAYROLL	373.97
				7269	08/04/2015	PURCHASE OF BUSINESS CARDS FOR JESUS MEZA	57.63
				7234	07/27/2015	LASER CHECKS AND ENVELOPES FOR AP	667.19
Check	08/13/2015	72225	Accounts Payable	YUMA WINLECTRIC CO.		568.64	
				Invoice	Date	Description	Amount
				463812 00	07/31/2015	REPLACE PART IN ELECTRICAL PANEL@LOS OLIVOS LIFTSTATION	568.64
Check	08/13/2015	72226	Accounts Payable	ZARAGOZA , MARIA L		50.00	
				Invoice	Date	Description	Amount
				2016-00000143	08/13/2015	RESTITUTION PAYMENT	50.00
1BYPAYABLE 1st BY Accounts Payable Totals:				Transactions: 81		\$124,878.15	
	Checks:	81				\$124,878.15	

Prepared By:
Maggie Dominguez
 Date: *Maggie D.*
8/13/15

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Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Bank Account: 1BYPAYABLE - 1st BY Accounts Payable						
Check	08/13/2015	72146	Accounts Payable	ALEGRIA , ANGEL		180.00
		invoice	Date	Description		Amount
		2016-00000131	08/13/2015	SERVICES RENDERED OF UMPIRE FOR WOMEN'S SOFTBALL LEAGUE 2015		180.00
Check	08/13/2015	72147	Accounts Payable	ALSCO, INC		1,713.86
		Invoice	Date	Description		Amount
		LYUM984208	07/17/2015	UNIFORM SERVICES/CONTRACTUAL SERVICES-FACILITIES		55.69
		LYUM987990	07/31/2015	UNIFORM SERVICES/CONTRACTUAL SERVICES-FACILITIES		55.72
		LYUM982360	07/10/2015	UNIFORM SERVICES/CONTRACTUAL SERVICES-FACILITIES		55.69
		LYUM980479	07/03/2015	UNIFORM SERVICES/CONTRACTUAL SERVICES-FACILITIES		55.35
		LYUM986154	07/24/2015	UNIFORM SERVICES/CONTRACTUAL SERVICES-FLEET SERVICES		29.88
		LYUM984207	07/17/2015	UNIFORM SERVICES/CONTRACTUAL SERVICES-FLEET SERVICES		29.88
		LYUM982359	07/10/2015	UNIFORM SERVICES/CONTRACTUAL SERVICES-FLEET SERVICES		28.99
		LYUM980478	07/03/2015	UNIFORM SERVICES/CONTRACTUAL SERVICES-FLEET SERVICES		28.55
		LYUM980473	07/03/2015	UNIFORM SERVICE FOR PW PERSONNEL - JULY 2015		29.89
		LYUM982354	07/10/2015	UNIFORM SERVICE FOR PW PERSONNEL - JULY 2015		29.89
		LYUM984202	07/17/2015	UNIFORM SERVICE FOR PW PERSONNEL - JULY 2015		29.89
		LYUM986149	07/24/2015	UNIFORM SERVICE FOR PW PERSONNEL - JULY 2015		29.89
		LYUM987984	07/31/2015	UNIFORM SERVICE FOR PW PERSONNEL - JULY 2015		29.89
		LYUM980474	07/03/2015	UNIFORM SERVICE FOR PW PERSONNEL - JULY 2015		78.60
		LYUM982355	07/10/2015	UNIFORM SERVICE FOR PW PERSONNEL - JULY 2015		78.60
		LYUM984203	07/17/2015	UNIFORM SERVICE FOR PW PERSONNEL - JULY 2015		78.60
		LYUM986150	07/24/2015	UNIFORM SERVICE FOR PW PERSONNEL - JULY 2015		78.60
		LYUM987985	07/31/2015	UNIFORM SERVICE FOR PW PERSONNEL - JULY 2015		78.60
		LYUM980481	07/03/2015	UNIFORM SERVICE FOR PW PERSONNEL - JULY 2015		81.62
		LYUM982362	07/10/2015	UNIFORM SERVICE FOR PW PERSONNEL - JULY 2015		81.62
		LYUM984210	07/17/2015	UNIFORM SERVICE FOR PW PERSONNEL - JULY 2015		81.62
		LYUM986157	07/24/2015	UNIFORM SERVICE FOR PW PERSONNEL - JULY 2015		81.62
		LYUM987992	07/31/2015	UNIFORM SERVICE FOR PW PERSONNEL - JULY 2015		78.88
		LYUM980476	07/03/2015	UNIFORM SERVICE FOR PW PERSONNEL - JULY 2015		85.26
		LYUM982357	07/10/2015	UNIFORM SERVICE FOR PW PERSONNEL - JULY 2015		85.26
		LYUM984205	07/17/2015	UNIFORM SERVICE FOR PW PERSONNEL - JULY 2015		85.26
		LYUM986152	07/24/2015	UNIFORM SERVICE FOR PW PERSONNEL - JULY 2015		85.26

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Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
		LYUM987987		07/31/2015	UNIFORM SERVICE FOR PW PERSONNEL - JULY 2015	85.26
Check	08/13/2015	72148	Accounts Payable	AMAYA, DANIEL		200.00
		Invoice		Date	Description	Amount
		001		08/13/2015	SUPERVISION & INSTRUCTING OF BOYS FLAG FOOTBALL SUMMER PROGRAM	200.00
Check	08/13/2015	72149	Accounts Payable	AMBERLY'S PLACE		1,500.00
		Invoice		Date	Description	Amount
		10107		04/27/2015	SPONSOR WEEK IN PARADISE 2015	1,500.00
Check	08/13/2015	72150	Accounts Payable	ANGEL'S TOWING SERVICE/AUTO SALES		225.00
		Invoice		Date	Description	Amount
		1904		08/06/2015	TOW SERVICES FOR SLPD IMPOUNDED VEHICLE	75.00
		1901		08/01/2015	TOW SERVICES FOR SLPD IMPOUNDED VEHICLES	75.00
		1903		08/03/2015	TOW SERVICES FOR SLPD IMPOUNDED VEHICLES	75.00
Check	08/13/2015	72151	Accounts Payable	ARIZONA MUNICIPAL CLERK'S ASSOCIATION		300.00
		Invoice		Date	Description	Amount
		2016-00000117		08/13/2015	2015-2016 MEMBERSHIP DUES FOR M. LOPEZ & S. CORNELIO	300.00
Check	08/13/2015	72152	Accounts Payable	ARIZONA STATE TREASURER		37,338.56
		Invoice		Date	Description	Amount
		2016-00000138		08/13/2015	FUNDS COLLECTED FOR JULY 2015	37,338.56
Check	08/13/2015	72153	Accounts Payable	AUTOZONE STORES, INC		2,185.81
		Invoice		Date	Description	Amount
		2756981205		07/10/2015	POLICE 2586 EE180	25.16
		2756984064		07/13/2015	PD 3206 EE180	6.33
		2756985604		07/14/2015	PD 6612/5521 EE180	157.79
		2756985158		07/14/2015	PD 8757 EE180	4.42
		2756985157		07/14/2015	PD 8661 EE180	206.85
		2756985698		07/14/2015	WW 4839 EE180	6.54
		2756986393		07/15/2015	WW DEPT 4839 EE180	94.22
		2756987045		07/15/2015	COURT DEPT 3156 EE180	304.49

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Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
		2756986950		07/15/2015	SENIOR CENTER 6839 EE180	28.94
		2756988125		07/16/2015	SENIOR CENTER 5332 EE180	21.43
		2756987533		07/16/2015	FLEET 0892 EE180	3.90
		2756987723		07/16/2015	PD 6612 EE180	62.66
		2756995186		07/23/2015	PD 0449 EE180	40.95
		2756999749		07/27/2015	PD 4450 EE180	47.43
		2756999358		07/27/2015	FLEET 0892 EE180	730.68
		2756999361		07/27/2015	CREDIT	(730.68)
		2756000766		07/28/2015	PD 4450 EE180	6.33
		2756001628		07/29/2015	UTILITIES 5945 EE180	10.01
		2756001656		07/29/2015	PD 1605 EE180	11.80
		2756001634		07/29/2015	POLICE DEPT 1605 EE180	4.42
		2756001635		07/29/2015	PD 3166 EE180	177.13
		2756001657		07/29/2015	PD 7758 EE180	341.35
		2756002822		07/30/2015	PD 8661 EE180	97.14
		2756002406		07/30/2015	PD 7757 EE180	286.64
		2756002414		07/30/2015	PD 7758 EE180	39.91
		2756003547		07/31/2015	SENIOR CENTER 5332 EE180	10.56
		2756003374		07/31/2015	PD 3166 EE180	6.33
		2756003373		07/31/2015	PD 8661 EE180	18.10
		2756003546		07/31/2015	PD 4851 EE180	3.90
		2756003885		07/31/2015	PD 8859 EE180	16.14
		2756003891		07/31/2015	PD 1948 EE180	144.94
Check	08/13/2015	72154	Accounts Payable	AVILA , LEONARDO		70.00
	Invoice		Date	Description		Amount
		2016-00000126		08/13/2015	SERVICES RENDERED OF SCOREKEEPER FOR WOMEN'S SOFTBALL LEAGUE	70.00
Check	08/13/2015	72155	Accounts Payable	AZ STATE PRISON COMPLEX - YUMA		89.00
	Invoice		Date	Description		Amount
		2016-00000118		08/07/2015	INMATE LABOR PROJECT--TRANSPORTATION COSTS	89.00
Check	08/13/2015	72156	Accounts Payable	AZ STATE PRISON COMPLEX - YUMA		315.00
	Invoice		Date	Description		Amount
		2016-00000119		08/07/2015	INMATE LABOR PROJECT	315.00

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Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	08/13/2015	72157	Accounts Payable	BARAJAS , ABIGAIL M		50.00
	Invoice		Date	Description		Amount
		2016-00000132	08/13/2015	SERVICES RENDERED OF SCOREKEEPER FOR WOMEN'S SOFTBALL LEAGUE 15		50.00
Check	08/13/2015	72158	Accounts Payable	BLT ASPHALT LLC		1,346.53
	Invoice		Date	Description		Amount
	A654720		07/30/2015	MATERIAL (ASPHALT) TO REPAIR STREETS CITYWIDE		671.22
	A654761		07/31/2015	MATERIAL (ASPHALT) TO REPAIR STREETS CITYWIDE		675.31
Check	08/13/2015	72159	Accounts Payable	BLT READY MIX CONCRETE LLC		2,611.69
	Invoice		Date	Description		Amount
	654318		07/10/2015	MATERIAL (CONCRETE) USED F/ SIDEWALK REPAIRS CITYWIDE		373.10
	654467		07/17/2015	MATERIAL (CONCRETE) USED F/ SIDEWALK REPAIRS CITYWIDE		373.10
	654540		07/21/2015	MATERIAL (CONCRETE) USED F/ SIDEWALK REPAIRS CITYWIDE		373.10
	654614		07/24/2015	MATERIAL (CONCRETE) USED F/ SIDEWALK REPAIRS CITYWIDE		652.92
	654659		07/28/2015	MATERIAL (CONCRETE) USED F/ SIDEWALK REPAIRS CITYWIDE		373.10
	654721		07/30/2015	MATERIAL (CONCRETE) USED F/ SIDEWALK REPAIRS CITYWIDE		466.37
Check	08/13/2015	72160	Accounts Payable	BORDER FITNESS GYM		1,000.00
	Invoice		Date	Description		Amount
		2016-00000145	08/13/2015	GYM WELLNESS PROGRAM JULY MONTHLY SERVICE FEE		1,000.00
Check	08/13/2015	72161	Accounts Payable	CASTRO , ERICKA		480.00
	Invoice		Date	Description		Amount
		2016-00000122	08/13/2015	ASSISTANCE & INSTRUCTION WITH FALL PROGRAMS @ YOUTH CENTER		480.00
Check	08/13/2015	72162	Accounts Payable	CENTERLINE SUPPLY WEST		1,258.14
	Invoice		Date	Description		Amount
		00073572	08/13/2015	MATERIAL TO INSTALL AROUND CITY LOGO ON MAIN ST & 'U' ST		1,258.14
Check	08/13/2015	72163	Accounts Payable	CLARK , ANTHONY		320.00
	Invoice		Date	Description		Amount
		2016-00000123	08/13/2015	ASSISTANCE & INSTRUCTION WITH FALL PROGRAMS @ YOUTH CENTER		320.00
Check	08/13/2015	72164	Accounts Payable	COURT ADMINISTRATOR		1,000.00

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Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
	Invoice		Date	Description		Amount
	2016-00000116		08/13/2015	FIELD GRANT TRAINER FOR COURT		1,000.00
Check	08/13/2015	72165	Accounts Payable	DE LA HOYA , TADEO		113.00
	Invoice		Date	Description		Amount
	DELAHOYA 081815		08/13/2015	TRAVEL - 2015 LEAGUE ANNUAL CONFERENCE		113.00
Check	08/13/2015	72166	Accounts Payable	DESERT DOCUMENT SHREDDERS, LLC		125.00
	Invoice		Date	Description		Amount
	25040		08/05/2015	SLPD DOCUMENT SHREDDING		35.00
	25039		08/13/2015	RECORDS MANAGEMENT/DESTRUCTION FOR PW DEPT		20.00
	25038		08/05/2015	DOCUMENT DESTRUCTION		70.00
Check	08/13/2015	72167	Accounts Payable	DESERT WATER		365.36
	Invoice		Date	Description		Amount
	59792		07/07/2015	WATER SERVICE FOR PW PERSONNEL - JULY 2015		88.57
	59720		07/14/2015	WATER SERVICE FOR PW PERSONNEL - JULY 2015		88.57
	59973		07/21/2015	WATER SERVICE FOR PW PERSONNEL - JULY 2015		88.57
	60040		07/28/2015	WATER SERVICE FOR PW PERSONNEL - JULY 2015		99.65
Check	08/13/2015	72168	Accounts Payable	DPE CONSTRUCTION, INC		2,788.00
	Invoice		Date	Description		Amount
	16209		08/13/2015	DOWNTOWN PAVEMENT PRESERVATION 'B' & 'C' ST PROJECT		2,788.00
Check	08/13/2015	72169	Accounts Payable	DUENAS, YOLANDA		58.02
	Invoice		Date	Description		Amount
	DUENAS 081315		08/13/2015	REIMBURSEMENT - BREAKFAST FOR HEAD DEPT MEETING		58.02
Check	08/13/2015	72170	Accounts Payable	EADS , ROBERT A		113.00
	Invoice		Date	Description		Amount
	EADS 081815		08/13/2015	TRAVEL - 2015 LEAGUE ANNUAL CONFERENCE		113.00
Check	08/13/2015	72171	Accounts Payable	ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE, INC.		7,995.62
	Invoice		Date	Description		Amount
	93010512		07/30/2015	ARCGIS RENEWAL FOR PD		1,677.29

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Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
		93010507		08/13/2015	ARCGIS RENEWAL FOR IT	6,318.33
Check	08/13/2015	72172	Accounts Payable	FLEET FUELING		1,188.17
		Invoice		Date	Description	Amount
		41724807		07/31/2015	FUEL FOR VARIOUS DEPARTMENTS FOR THE MONTH OF JULY 2015	1,188.17
Check	08/13/2015	72173	Accounts Payable	GADSDEN ELEMENTARY SCHOOL		1,400.00
		Invoice		Date	Description	Amount
		2016-00000121		08/13/2015	MARIACHI PERFORMANCE AT LEAGUE OF AZ CITIES AND TOWNS IN TUCSON	1,400.00
Check	08/13/2015	72174	Accounts Payable	GARCIA , JESUS		220.00
		Invoice		Date	Description	Amount
		2016-00000128		08/13/2015	SERVICES RENDERED OF UMPIRE FOR WOMEN'S SOFTBALL LEAGUE 2015	40.00
		2016-00000129		08/13/2015	SERVICES RENDERED OF SCOREKEEPER FOR WOMEN'S SOFTBALL LEAGUE 15	120.00
		2016-00000130		08/13/2015	UDIO & LIGHTING SERVICES FOR OUR WOMEN'S SOFTBALL CHAMPIONSHIP	60.00
Check	08/13/2015	72175	Accounts Payable	HEREDIA , CYNTHIA		50.00
		Invoice		Date	Description	Amount
		2016-00000112		08/07/2015	WATER DAMAGED CLOTHES REIMBURSEMENT	50.00
Check	08/13/2015	72176	Accounts Payable	HUGHES FIRE EQUIPMENT, INC.		284.04
		Invoice		Date	Description	Amount
		496657		07/31/2015	LATCH, CAB HYDRAULIC FOR SLL1	229.91
		496726		07/31/2015	REPLACEMENT & SEAL KITS FOR VALVES IN L-1	54.13
Check	08/13/2015	72177	Accounts Payable	HURTADO , ERENDHIRA		1,796.00
		Invoice		Date	Description	Amount
		2016-00000114		08/13/2015	BOND REFUND	1,796.00
Check	08/13/2015	72178	Accounts Payable	INTERNATIONAL INSTITUTE OF		120.00
		Invoice		Date	Description	Amount
		2016-00000120		08/13/2015	ANNUAL MEMBERSHIP FEE THROUGH 9/30/16 - M. LOPEZ	120.00
Check	08/13/2015	72179	Accounts Payable	JACUINDE , ANITA		168.00
		Invoice		Date	Description	Amount

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Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
		2016-00000125				168.00
Check	08/13/2015	72180	Accounts Payable	SERVICES RENDERED OF SCOREKEEPER FOR KICKBALL LEAGUE 2015		168.00
		Invoice		JACUINDE , JAZMIN		Amount
				Date	Description	Amount
		2016-00000133				168.00
Check	08/13/2015	72181	Accounts Payable	SERVICES RENDERED OF SCOREKEEPER FOR KICKBALL LEAGUE 2015		920.00
		Invoice		JAMES DAVEY AND ASSOCIATES		Amount
				Date	Description	Amount
		2015166				920.00
Check	08/13/2015	72182	Accounts Payable	ENGINEERING SERVICES/ST JUDE CHURCH SEWER SERVICE		750.26
		Invoice		JCG TECHNOLOGIES INC.		Amount
				Date	Description	Amount
		4484				750.26
Check	08/13/2015	72183	Accounts Payable	JCG SUPPORT SERVICES PACKAGE - RENEWAL		626.58
		Invoice		L.N. CURTIS & SONS		Amount
				Date	Description	Amount
		5039553-00				626.58
Check	08/13/2015	72184	Accounts Payable	FIRE RED 8100 BAGS FOR FIREFIGHTERS		928.42
		Invoice		LOWE'S HIW, INC.		Amount
				Date	Description	Amount
		925550				486.90
		974994				296.13
		975358				(617.33)
		975310				762.72
Check	08/13/2015	72185	Accounts Payable	UTILITY TRAILER		145.00
		Invoice		MACUIL , KAY		Amount
				Date	Description	Amount
		MACUIL 081815				145.00
Check	08/13/2015	72186	Accounts Payable	TRAVEL - 2015 LEAGUE ANNUAL CONFERENCE		224.00
		Invoice		MARTINEZ, JOSE ALFREDO		Amount
				Date	Description	Amount
		2016-00000124				224.00
Check	08/13/2015	72187	Accounts Payable	SERVICES OF UMPIRE FOR KICKBALL LEAGUE 2015		548.00
		Invoice		MCCURLEY, DOYLE		Amount
				Date	Description	Amount
		2016-00000113				548.00

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Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	08/13/2015	72188	Accounts Payable	MCNEECE BROS. OIL COMPANY, INC		28,551.73
	Invoice		Date	Description		Amount
		829139	07/31/2015	FUEL FOR CITY VEHICLES - JULY 2015		28,551.73
Check	08/13/2015	72189	Accounts Payable	MEDINA , KRISTAL A		38.90
	Invoice		Date	Description		Amount
		2016-00000142	08/13/2015	OVERPAYMENT		38.90
Check	08/13/2015	72190	Accounts Payable	MGM INTERNET SOLUTIONS, INC		80.00
	Invoice		Date	Description		Amount
		36622	08/01/2015	WEBSITE HOSTING AND YEARLY DOMAIN NAME RENEWAL		80.00
Check	08/13/2015	72191	Accounts Payable	MINH TUYET PHAM		200.00
	Invoice		Date	Description		Amount
		2016-00000134	08/13/2015	INTERPRETER SERVICES FOR THE COURT		200.00
Check	08/13/2015	72192	Accounts Payable	OFFICE DEPOT		3,045.94
	Invoice		Date	Description		Amount
		776925139001	07/02/2015	CREDIT MEMO		(103.49)
		776750915001	06/26/2015	OFFICE SUPPLIES FOR RECREATION		6.73
		780884381001	07/15/2015	OFFICE SUPPLIES FOR UTILITIES		39.01
		780884442001	07/15/2015	OFFICE SUPPLIES FOR UTILITIES		25.10
		778385316001	07/15/2015	OFFICE SUPPLIES FOR DDS		119.40
		780825211001	07/15/2015	OFFICE SUPPLIES FOR CITY ADMIN		117.42
		780825712001	07/15/2015	OFFICE SUPPLIES FOR CITY ADMIN		18.29
		780795391001	07/16/2015	OFFICE SUPPLIES FOR PD		7.23
		780795390001	07/16/2015	OFFICE SUPPLIES FOR PD		566.00
		780795393001	07/15/2015	OFFICE SUPPLIES FOR PD		41.14
		782406399001	07/23/2015	OFFICE SUPPLIES FOR CITY CLERK		96.38
		780795405001	07/16/2015	OFFICE SUPPLIES FOR PD		150.41
		780795394001	07/16/2015	OFFICE SUPPLIES FOR PD		63.37
		781113710001	07/22/2015	OFFICE SUPPLIES FOR UTILITIES		126.56
		780825713001	07/17/2015	OFFICE SUPPLIES FOR CITY ADMIN		123.58
		781261884001	07/22/2015	OFFICE SUPPLIES FOR WATER DIVISION		104.27
		781009840001	07/22/2015	OFFICE SUPPLIES FOR WW		43.31

City of San Luis
Payment Batch Register

Bank Account: 1BYPAYABLE - 1st BY Accounts Payable

Batch Date: 08/13/2015

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
		781054787001		07/22/2015	OFFICE SUPPLIES FOR PW	254.12
		781261984001		07/22/2015	OFFICE SUPPLIES FOR WATER DIVISION	3.02
		782406265001		07/23/2015	OFFICE SUPPLIES FOR CITY CLERK	69.10
		782515335001		07/29/2015	OFFICE SUPPLIES FOR FINANCE	37.04
		782515356001		07/28/2015	OFFICE SUPPLIES FOR FINANCE	6.60
		782515355001		07/28/2015	OFFICE SUPPLIES FOR FINANCE	359.45
		782515357001		07/28/2015	OFFICE SUPPLIES FOR FINANCE	344.91
		783432230001		07/29/2015	OFFICE SUPPLIES FOR CITY ADMIN	177.56
		783432488001		07/29/2015	OFFICE SUPPLIES FOR CITY ADMIN	17.09
		783432489001		07/29/2015	OFFICE SUPPLIES FOR CITY ADMIN	6.54
		783351429001		07/29/2015	OFFICE SUPPLIES FOR PROSECUTOR	60.76
		783333859001		07/29/2015	OFFICE SUPPLIES FOR CITY ATTORNEY	97.34
		783337640001		07/29/2015	OFFICE SUPPLIES FOR CITY ATTORNEY	11.41
		781009917001		07/23/2015	OFFICE SUPPLIES FOR WW	12.99
		781261983001		07/24/2015	OFFICE SUPPLIES FOR WATER DIVISION	43.30
Check	08/13/2015	72193	Accounts Payable	ONE SOURCE DISTRIBUTOR		3,778.84
		Invoice	Date	Description		Amount
		S4783497.001		07/16/2015	REPLACE SOFT STARTER F/ PUMP #2 AT LIFTSTATION #300	3,778.84
Check	08/13/2015	72194	Accounts Payable	PITNEY BOWES CREDIT CORP		98.35
		Invoice	Date	Description		Amount
		9432825-JLY15		07/13/2015	MAILING SYSTEM FOR COURT - JULY 2015	98.35
Check	08/13/2015	72195	Accounts Payable	POLAR ICE		316.08
		Invoice	Date	Description		Amount
		62504		07/15/2015	ICE MACHINE LEASE - PUBLIC WORKS	166.07
		62503		07/15/2015	ICE MACHINE LEASE - FACILITIES	150.01
Check	08/13/2015	72196	Accounts Payable	PRECISION ELECTRIC CO. INC.		415.22
		Invoice	Date	Description		Amount
		3-057885		07/30/2015	REPLACE COMPRESSOR MOTOR@WEST WWTP	415.22
Check	08/13/2015	72197	Accounts Payable	PURCHASE POWER		532.91
		Invoice	Date	Description		Amount

City of San Luis
Payment Batch Register
 Bank Account: 1BYPAYABLE - 1st BY Accounts Payable
 Batch Date: 08/13/2015

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
		2016-00000157		07/13/2015	POSTAGE METER - JULY 2015	532.91
Check	08/13/2015	72198	Accounts Payable	QUINONES TIRE LLC		195.00
	Invoice		Date	Description		Amount
		8283		07/11/2015	HWY USER E.CORREA	20.00
		8307		07/29/2015	SANITATION 3716	100.00
		8312		07/31/2015	WW 3987	50.00
		8313		07/31/2015	SANITATION 4813	25.00
Check	08/13/2015	72199	Accounts Payable	QUINONEZ , FRANCISCO		600.00
	Invoice		Date	Description		Amount
		16823		08/04/2015	TOW SERVICES FOR SLPD IMPOUNDED VEHICLES	75.00
		17056		08/07/2015	TOW SERVICES FOR SLPD IMPOUNDED VEHICLES	75.00
		16392		07/30/2015	TOW SERVICES FOR SLPD IMPOUNDED VEHICLES	75.00
		16357		07/29/2015	TOW SERVICES FOR SLPD IMPOUNDED VEHICLES	75.00
		14816		07/17/2015	TOW SERVICES FOR SLPD IMPOUNDED VEHICLES	75.00
		16377		06/30/2015	TOW SERVICES FOR SLPD IMPOUNDED VEHICLES	75.00
		16658		08/02/2015	TOW SERVICES FOR SLPD IMPOUNDED VEHICLES	75.00
		16691		08/02/2015	TOW SERVICES FOR SLPD IMPOUNDED VEHICLES	75.00
Check	08/13/2015	72200	Accounts Payable	RAMOS , MARIA CECILIA		118.00
	Invoice		Date	Description		Amount
		RAMOS 08192015		08/13/2015	TRAVEL - LEAGUE OF AZ CITIES/TOWN CONFERENCE	118.00
Check	08/13/2015	72201	Accounts Payable	REAL PURIFIED WATER LLC		117.30
	Invoice		Date	Description		Amount
		8884		07/02/2015	DRINKING WATER FOR SLFD - JULY 2015	18.00
		9033		07/09/2015	DRINKING WATER FOR SLFD - JULY 2015	13.80
		8919		07/13/2015	DRINKING WATER FOR SLFD - JULY 2015	9.00
		9085		07/16/2015	DRINKING WATER FOR SLFD - JULY 2015	16.50
		8999		07/16/2015	DRINKING WATER FOR SLFD - JULY 2015	18.00
		9186		07/23/2015	DRINKING WATER FOR SLFD - JULY 2015	18.00
		9453		07/30/2015	DRINKING WATER FOR SLFD - JULY 2015	9.00
		9412		07/30/2015	DRINKING WATER FOR SLFD - JULY 2015	15.00
Check	08/13/2015	72202	Accounts Payable	RIVERA , MARIA ELENA		75.00

City of San Luis
Payment Batch Register
 Bank Account: 1BYPAYABLE - 1st BY Accounts Payable
 Batch Date: 08/13/2015

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
	Invoice		Date	Description		Amount
	2016-00000144		08/13/2015	RESTITUTION PAYMENT		75.00
Check	08/13/2015	72203	Accounts Payable	RODRIGUEZ , DANIELA		35.00
	Invoice		Date	Description		Amount
	22744		08/13/2015	REIMBURSEMENT - CANCELLATION OF SWIMMING LESSONS		35.00
Check	08/13/2015	72204	Accounts Payable	RODRIGUEZ , ERNESTO		40.00
	Invoice		Date	Description		Amount
	2016-00000135		08/13/2015	OVERPAYMENT		40.00
Check	08/13/2015	72205	Accounts Payable	ROSALES , MATIAS		145.00
	Invoice		Date	Description		Amount
	ROSALES 081815		08/13/2015	TRAVEL - 2015 LEAGUE ANNUAL CONFERENCE		145.00
Check	08/13/2015	72206	Accounts Payable	RUIZ , CINDY		500.00
	Invoice		Date	Description		Amount
	001		08/07/2015	INTERPRETER SERVICES FOR THE COURT		500.00
Check	08/13/2015	72207	Accounts Payable	SAN LUIS AIR CONDITIONING LLC		5,207.18
	Invoice		Date	Description		Amount
	15-531		07/28/2015	REPLACED CONDENSER FAN MOTOR 1/4 AT SENIOR CENTER		307.18
	15-547		08/03/2015	INSTALLATION OF NEW A/C UNIT/DUCTS@EAST WWTP BLOWER ROOM		4,900.00
Check	08/13/2015	72208	Accounts Payable	SANCHEZ , BRAULIO S		600.00
	Invoice		Date	Description		Amount
	106		08/04/2015	ATTORNEY FEES		200.00
	107		08/04/2015	ATTORNEY FEES		400.00
Check	08/13/2015	72209	Accounts Payable	SIGN MASTERS		121.42
	Invoice		Date	Description		Amount
	38570		08/03/2015	LOGOS & LETTERING FOR CITY HALL EAST DOOR & B ST BLDG		121.42
Check	08/13/2015	72210	Accounts Payable	SOMERTON-SAN LUIS JUSTICE COURT		150.00
	Invoice		Date	Description		Amount
	2016-00000136		08/13/2015	DIVERSION FEE - DD SCHOOL		150.00

City of San Luis
Payment Batch Register
 Bank Account: 1BYPAYABLE - 1st BY Accounts Payable
 Batch Date: 08/13/2015

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	08/13/2015	72211	Accounts Payable	THE UPS STORE		72.85
	Invoice		Date	Description		Amount
		2106	07/28/2015	SHIPPING CHARGES FOR VARIOUS ITEMS AND DEPARTMENTS		72.85
Check	08/13/2015	72212	Accounts Payable	TIME WARNER CABLE		62.15
	Invoice		Date	Description		Amount
		2016-00000147	08/13/2015	MONTHLY SERVICE 7/30 TO 8/29/2015 FOR PD		62.15
Check	08/13/2015	72213	Accounts Payable	TORRES, JENNY		224.00
	Invoice		Date	Description		Amount
		TORRES 081715	08/13/2015	TRAVEL - INNOVATION CAMPUS		224.00
Check	08/13/2015	72214	Accounts Payable	URQUIJO LASTRA, SALVADOR		484.00
	Invoice		Date	Description		Amount
		2016-00000127	08/13/2015	SERVICES RENDERED OF UMPIRE FOR WOMEN'S SOFTBALL LEAGUE 2015		484.00
Check	08/13/2015	72215	Accounts Payable	USA BLUE BOOK		3,012.21
	Invoice		Date	Description		Amount
		710625	07/30/2015	TOOLS/SUPPLIES USED FOR WATER SAMPLES & TESTING		3,012.21
Check	08/13/2015	72216	Accounts Payable	VARGAS , HECTOR A		200.00
	Invoice		Date	Description		Amount
		2016-00000141	08/13/2015	RESTITUTION PAYMENT		200.00
Check	08/13/2015	72217	Accounts Payable	VILLAR, GLORIA		50.00
	Invoice		Date	Description		Amount
		2016-00000137	08/13/2015	RESTITUTION PAYMENT		50.00
Check	08/13/2015	72218	Accounts Payable	VILLEGAS , JAZMIN		70.00
	Invoice		Date	Description		Amount
		010	07/30/2015	PURCHASE OF SHIRTS FOR YOUTH CENTER ZUMBA ACTIVITY		70.00
Check	08/13/2015	72219	Accounts Payable	WAL-MART RESTITUTION RECOVERY		19.85
	Invoice		Date	Description		Amount
		2016-00000115	08/13/2015	RESTITUTION PAYMENT		19.85
Check	08/13/2015	72220	Accounts Payable	YUMA COUNTY ADULT DETENTION		136.37



AGENDA ITEM REVIEW FORM

Regular City Council Meeting

6. A.

Meeting Date: 08/26/2015

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

Submitted By: Manuel Rojas, Assistant Public Works Director, Public Works Department

Action Requested: Motion

ITEM:

Discussion and possible action on any and all matters regarding the purchase of a Scorpion Automated Side Loader, REFURBISH option for Solid Waste Division and that the procurement procedures be permitted as per Section 36.09 of the San Luis City Code. **(Eulogio Vera, Public Works Director)**

SUMMARY:

The new equipment purchase has been approved on Budget FY 2016. Scorpion REFURBISH purchase is a piggyback on City of Tucson Contract #11051-01. Subject purchase if approved will be the third Scorpion unit in our Solid Waste Fleet. We have seen and experienced great benefit from previous refurbish, we expect savings in vehicle maintenance and an increase customer service to our community.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO APPROVE THE PURCHASE OF A REFURBISHED SCORPION AUTOMATED SIDE LOADER AS AUTHORIZED UNDER SAN LUIS CITY CODE SECTION 36.09 IN AN AMOUNT NOT TO EXCEED \$103,310.00.

Supporting information not attached to the Agenda Item Review Form:

N/A

Document to be Recorded?: No

N/A

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM: Yes

CITY/STATE/FEDERAL FUNDS: Capital Outlay -Equip.

TOTAL: \$103,309.54

BUDGETED: \$102,600

AVAILABLE TO TRANSFER: \$706.54

ACCOUNT #/REMAINING BALANCE: 320-321-70000/\$67,720.55

FISCAL IMPACT STATEMENT:

FY16 approved purchase, there is a minor difference due to added recommended parts from Fleet Department. The additional \$706.54 will transferred from Vehicle Maintenance if approved. With subject purchase, we have a total of 3 Scorpion units on our fleet, we estimate a decrease in vehicle maintenance line item.

Attachments

Scorpion2015

City of Tucson Contract

City of Tucson Contract-Amendment



Quote

1930 W Broadway Rd, Phoenix, AZ 85041
 P: (800) 940-7467 F: (602) 276-5470

Date: 7/13/2015

End User: San Luis, AZ
 Address Line 1: 1090 E Union Street
 Address Line 2: San Luis, AZ 85349
 Contact Name: _____
 Phone: _____
 Email: _____
 Job Number: 27-D6NNNNN

Description	Price	Quantity	Total
Body Tailgate Arm - Fuel Type Diesel Only 27 cubic yard body 3 axle chassis only 171" - 184" usable CT 70" minimum AF	\$91,848		\$91,848
Gripper (SELECT ONE) 60 thru 300 belt grabber			
Pump Drive Kit (SELECT ONE) 3000 Series Transmission	\$955		\$955
Other	Consult Factory		\$900
<i>Explain: Clutch Pack PTO Option</i>			
Controls Joystick controls (REQUIRED OPTION) RH drive	Standard		Standard
LST (Rocker) switch controls (OPTION) RH door mount	\$525	1	\$525
Mounting Kit Mounting kit Rear mud flaps (REQUIRED OPTION) Center rear mud flap guard over brake pods (REQUIRED OPTION) Front of rear axle mud flaps (REQUIRED OPTION) Hydraulic oil temp indicator in cab	Standard		Standard
Camera Dual color camera 7" monitor			
Color Standard white (ARM BASE, OUTER ARM TO BE WHITE)	Standard		\$800
Fuel Type (SELECT ONE) Diesel			
Warranty 1 year warranty	Standard		Standard
Lighting Overhead oval dual flashing LED strobes (REQUIRED OPTION) Three lower oval flashing LED strobes tied to brakes LED work light on RH side at arm LED work light on hopper		1 1	
Customer Defined Options REFURBISH CHASSIS: (Cust Removing Body & Arm) Clean & Paint Chassis Frame, Remove Controls inside cab.	Consult Factory		\$500
Operator or Mechanic Training if required	Consult Factory		\$0

TOTAL BODY PRICE: \$94,228.00

Number of Units Ordered:	1	TOTAL OPTIONS PRICE:	\$1,164.00	
Subtotal of Body & Options Price:	\$95,392.00	= SUBTOTAL A:	\$95,392.00	
		0.00%	= SUBTOTAL B:	
SALES TAX:		8.30%	= SUBTOTAL C:	\$103,309.54
FET (IF APPLICABLE):		0.00%	= SUBTOTAL D:	
			WARRANTY:	\$0.00
			FREIGHT:	\$0.00
			GRAND TOTAL:	\$103,309.54

<i>Customer Name (Printed)</i>	<i>Customer Signature</i>	<i>Date</i>
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<i>Engineer Name (Printed)</i>	<i>Engineer Signature</i>	<i>Date</i>
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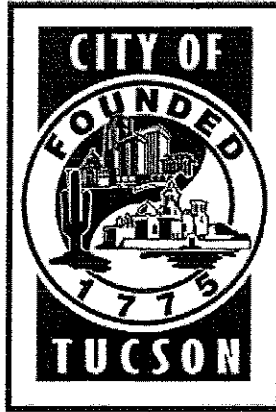
Notes:

Estimated Delivery 60 days after receipt of chassis

Customer to remove body & arm, Pick up and deliver.

Quote per City of Tucson TAG to Contract 11051-01 (Refurbish: Amendment 4; Renewals Amendments 7 & 8)

If chassis has 4000 Series Transmission \$955 will be deducted.



**Contract #110051
27" Cubic Yard Capacity (excluding
hopper area) Automated Side Load
Bodies**

Arizona Refuse Sales, LLC

**DESIGN & CONSTRUCTION SERVICES, SERVICE CONTRACTING, PURCHASING,
STORES, REPROGRAPHICS, MAIL SERVICES, ADMINISTRATION
CITY HALL • 255 W. ALAMEDA • P.O. BOX 27210 • TUCSON, AZ 85726-7210
(520) 791-4217 • FAX (520) 791-4735 • TTY (520) 791-2639
www.tucsonaz.gov**

From: "Patricia Ballentine" <pballentine@Dadeemfg.com>
To: "Victoria Cortinas" <Victoria.Cortinas@tucsonaz.gov>
Date: 10/7/2010 4:11 PM
Subject: Request for Revised offer RFP #1100
Attachments: ARS Response to Request for Revised Offer.pdf

CC: "Paul Campbell" <pcampbell@Dadeemfg.com>, "Merle Gossman" <mgossman@azre...>
Hello Victoria,

Attached is a document responding to your Request for Revised Offer.

It includes a letter of response, the Revised Price list, and a Cylinder Warranty document in response to item 1 on your request.

Please let me know if you would like me to fax them to you as well. I prefer to use email rather than fax because of the nature of the information. I'm happy to fax if it goes directly into your computer. Please advise.

If you have any further questions please let us know.

We will be in the office at 7:00 a.m. on Friday.

Patty Ballentine

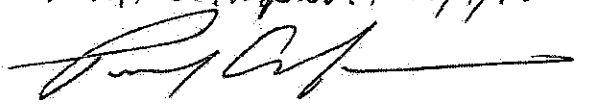
DaDee Manufacturing

602-276-4390
800-940-7467
[www.DaDeeMFG.com <http://www.dadeemfg.com/>](http://www.dadeemfg.com/)

REVISED PRICE PAGE

Item #	Description	Quantity	Unit Price	Extended Price
1.	Automated Side Load Bodies, as per specifications			
1a.	Side Load Body <i>PADEC Mfg. SCORPION ASL</i> Mfg./Model #	13 each	\$ <u>99,025.⁰⁰</u>	\$ <u>1,287,325.⁰⁰</u>
1b.	Chassis Modifications	13 each	\$ <u>3,100.⁰⁰</u>	\$ <u>40,300.⁰⁰</u>
1c.	Pick up / Delivery Charges	13 each	\$ <u>500.⁰⁰</u>	\$ <u>6,500.⁰⁰</u>
1d.	Fuel Charges	13 each	\$ <u>120.⁰⁰</u>	\$ <u>1,560.⁰⁰</u>
1e.	Level 1 Inspection	13 each	\$ <u>-0-</u>	\$ <u>-0-</u>
Item 1 Total			\$ <u>102,745.⁰⁰</u>	\$ <u>1,335,685.⁰⁰</u>
2.	Optional Items			
2a.	Extended Warranties Refuse body Hydraulic Cylinders		\$ <u>3,500 per UNIT</u> \$ <u>2,500 per UNIT</u>	
2b.	Sign Board Frames, per specifications <i>ROADWAY DISPLAY 36x95</i> Mfg./Model #	13 Each	\$ <u>975.⁰⁰ PR</u>	\$ <u>12,675.⁰⁰</u>
2c.	Decal, per specifications	13 each	\$ <u>600.⁰⁰ PR</u>	\$ <u>7,800.⁰⁰</u>

Cooperative purchasing Rebate / Administrative fee: 1% %

ARIZONA REFUSE SALES
Paul Campbell 10/7/10


WARRANTY EXHIBIT 1A

CYLINDER WARRANTY CONSIDERATIONS

HYDRAULIC CYLINDER WARRANTY CLAIMS

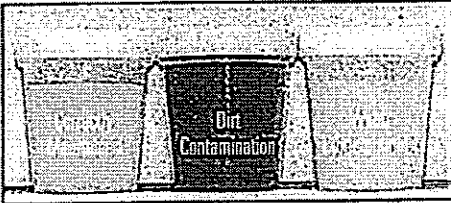
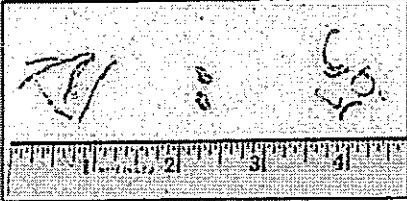
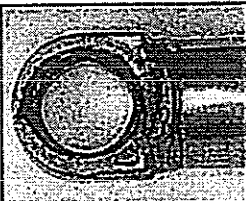
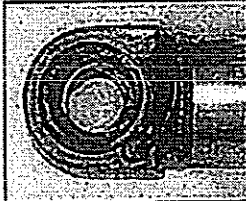
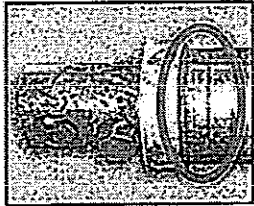

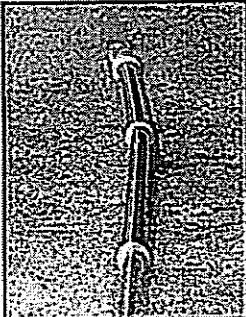
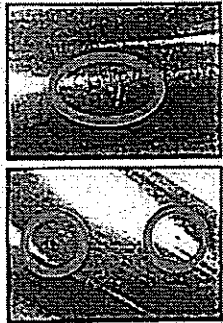
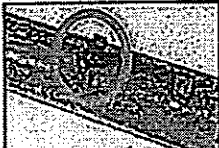
- WARRANTY QUALIFICATION GUIDE -

To ensure the best possible performance and to meet the operator's high expectations:

- All hydraulic cylinders are designed and tested to meet or exceed the most rigorous industry performance standards.
- All hydraulic cylinders are 100% tested before shipment from the manufacturer.
- The complete system is tested and certified operational and within the cleanliness specifications before shipment.

If a cylinder fails within the warranty period for a fault in materials or manufacturing, the defective cylinder will be replaced under the terms of the warranty. Failure Mode Analysis is used to evaluate cylinder failures, and wherever possible, to implement design and process changes to prevent similar future occurrences.

Correct evaluation of all failures is important in maintaining the highest performance standards expected of these products. The following examples are designed to show product failures that are not the result of design or manufacturing errors and will not be covered in the warranty program.

CONTAMINATION		
		
The contamination level of the oil in the hydraulic system must not exceed 18/15/13 in ISO code 4406.	Metallic and other debris not originating from the hydraulic system.	
IMPROPER MAINTENANCE OR OPERATION		
		
BROKEN PIN BUSHINGS INADEQUATE LUBRICATION	SEIZED PIN BUSHINGS INADEQUATE LUBRICATION	ABNORMAL WEAR IMPROPER USE OF CYLINDER OR UNAUTHORIZED ATTACHMENTS
MODIFICATION/EXTERNAL DAMAGE		
UNAUTHORIZED DESIGN CHANGES OR OPERATOR ERROR DAMAGE.		
		
Seal damage due to paint or other unauthorized rod coating.	BENT ROD Caused by exceeding design load capacity.	Impact damage to chromed rod surfaces.
		
External welding on the cylinder customer modification.		



1824 W Broadway Road
Phoenix, AZ 85041

SCORPION Automated Side Loader
NEW EQUIPMENT ONE YEAR LIMITED WARRANTY

DaDee Manufacturing warrants the SCORPION Automated Side Loader to be free from defects in material and workmanship under normal use for a period of **one year from ORIGINAL IN SERVICE DATE** as documented on the **Ownership REGISTRATION** form, only when the unit has been properly serviced, and maintenance has been performed as described in the SCORPION ASL Parts and Operations/Maintenance Manual. Failure to comply with the then current Warranty Policy and Procedures may, in discretion, invalidate this Warranty in its entirety or invalidate any individual warranty claim.

Before ANY warranty can be allowed on any new equipment the **completed, signed and dated Ownership REGISTRATION** form with **ORIGINAL IN SERVICE DATE** must be on file with DaDee Mfg.

This warranty is expressly limited to the repair or replacement of any component or part thereof, on any SCORPION ASL that is proven to DaDee Mfg's satisfaction to have been defective in material or workmanship. Such components or parts thereof, shall be repaired or replaced with cost to the unit Owner for parts and labor reimbursed provided unit is returned for such repair or replacement to an authorized DaDee Mfg distributor or authorized OEM Service Center, or such other place as may be designated by DaDee Mfg within one year from the date the unit was put into service by the original Owner. DaDee Mfg makes no warranty on products manufactured by others, and supplied by us, the same being subject to warranties, if any, of their respective manufacturers.

This warranty excludes coverage on any parts deemed by the manufacturer to be normal wear and tear items. This warranty excludes any damage caused by operator error, driver negligence, driving hazards, or foreign obstacles that come in contact with the body, packer, or arm as a result of anything other than approved operation of this unit in compliance with the manufacturer provided training and operation instructions provided in the Parts and Operations/Maintenance Manual.

Additional information on the three year leak free warranty on the hydraulic fittings, connectors, hoses and tubes is provided by Parker Hannifin.

Any **service parts** sold by DaDee Mfg shall carry a one year limited warranty for replacement only (labor not included) providing the factory inspection reveals a material or workmanship defect. DaDee Mfg reserves the right to make changes in the design or make additions to or improvement on its products without creating any obligation for installation in previously manufactured units.

In no event, regardless of the form of action, whether in contract or in tort, including but not limited to negligence, product liability or strict liability, shall DaDee Mfg be liable for incidental or consequential damages, including but not limited to, loss of profits, products, down time, temporary replacement cost or any other direct, indirect, special, or punitive damages, including attorneys' fees. In no event shall DaDee Mfg be liable for any loss, damage, claim, cost or expense, including attorneys' fees, arising from or related to any leak or spill of hydraulic fluid or any hazardous material (as defined under any applicable Federal, State or Local statute, regulation or the like) or the failure to properly dispose of hydraulic fluid or any hazardous material. The Owner of the unit agrees to defend and hold DaDee Mfg harmless from any loss, damage, claim, cost or expense, including attorneys' fees arising from or related to any environmental or hazardous material claim.

Other than extension of the warranty period under purchased **DaDee Mfg's Extended Warranty Program**, no employee or representative is authorized to change this warranty in any way or grant any other warranty. This is the sole and exclusive warranty offered by DaDee Mfg.

THIS WARRANTY supersedes and is in lieu of all other warranties expressed or implied. All other warranties whether expressed or implied, including but not limited to the implied warranty of merchantability, fitness for a particular purpose and non-infringement are hereby disclaimed. The remedies provided in this warranty are exclusive remedies available and are limited to repair and replacement of the nonconforming parts.

Phone: 800-940-7467
FAX: 602-276-5470
www.DaDeeMfg.com



ARIZONA REFUSE SALES, LLC

**1824 W Broadway Road
Phoenix, AZ 85041**

**Phone: 800-940-7467
FAX: 602-276-5470**

September 30, 2010

Victoria Cortinas, C.P.M. CPPB
City of Tucson
Department of Procurement
255 W Alameda St, 6th Floor
PO Box 27210
Tucson, AZ 85726-7210
FAX: 520-791-4735

RE: RFP #110051

Dear Ms Cortinas,

In response to your request for clarification:

UNDER Section 3, page 6, subjection J., Hydraulic Systems regarding horsepower required at idle for proposed equipment.

RESPONSE:

YES, the horsepower required at idle is 300.

Please let us know if you require anything additional.

With Regards,

Paul Campbell, President



1824 W Broadway Road
Phoenix, AZ 85041

Phone: 800-940-7467
FAX: 602-276-5470

September 23, 2010

RE: RFP 110051
27 CUBIC YARD CAPACITY (excluding hopper area) Automated Side Load Refuse Bodies

To whom it may concern:

Enclosed in this submittal you will find a fully executed response to RFP 110051.

The Table of Contents was developed to organize this information in an orderly way taking into consideration the areas of the RFP itself that needed to be completed as well as additional information as requested or added in support of our pricing and product.

In some cases you may find documents, such as the **Completed Offer and Acceptance Form**, in more than one location. Our intention is to provide such critical documents in the order requested as we understood the instructions, and to keep the full RFP Document in its original order as well.

We look forward to your response to this RFP, and will respond immediately to any questions that may arise during the review process.

With Regards,

Paul Campbell,
President



1824 W Broadway Road
Phoenix, AZ 85041

Phone: 800-940-7467
FAX: 602-276-5470

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 - E) Delivery Schedule Current Submission**
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 - J) Additional Options Document**
 - K) Public Agencies as Scorpion ASL Owners**
 - L) References**
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 - O) Project Manager Statement & Contact Information**
- SECTION 7** SCORPION ASL Product Material

OFFER AND ACCEPTANCE

OFFER

TO THE CITY OF TUCSON:

The Undersigned hereby offers and shall furnish the material or service in compliance with all terms, scope of work, conditions, specifications, and amendments in the Request for Proposal which is incorporated by reference as if fully set forth herein.

For clarification of this offer, contact:

ARIZONA REFUSE SERVICES LLC
Company Name

Name: PAUL CAMPBELL

1824 W. BROADWAY AVE.
Address

Title: RESIDENT

PHOENIX AZ 85041
City State Zip

Phone: 602-276-4390

[Signature]
Signature of Person Authorized to Sign

Fax: 602-276-5470

PAUL CAMPBELL
Printed Name

E-mail: PCAMPBELL@AZREFUSE.COM

RESIDENT
Title

ACCEPTANCE OF OFFER

The Offer is hereby accepted. The Contractor is now bound to sell the materials or services specified in the Contract. This Contract shall be referred to as Contract No. 110051-01.

CITY OF TUCSON, a municipal corporation

Approved as to form this 13th day of Oct, 2010.

Awarded this 14th day of October, 2010

[Signature]
As Tucson City Attorney and not personally

[Signature]
Mark A. Neihart, C.P.M., CPPB, A.P.P., CFM
As Director of Procurement and not personally

CITY OF TUCSON
DEPARTMENT OF PROCUREMENT

REQUEST FOR PROPOSAL NO. 110051

**27 CUBIC YARD CAPACITY (excluding hopper area) AUTOMATED
SIDE LOAD REFUSE BODIES**

DATE ISSUED: September 13, 2010

The referenced document has been modified as per the attached Amendment No. One (1).

Please sign this Amendment where designated and return the executed copy with the submission of your proposal. This amendment is hereby made part of the referenced proposal as though fully set forth therein. Any questions regarding this amendment should be addressed to Victoria Cortinas, C.P.M., CPPB, Principal Contract Officer at (520) 837-4140.

REQUEST FOR PROPOSAL AMENDMENT

CITY OF TUCSON DEPARTMENT OF PROCUREMENT
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701
P.O. BOX 27210, TUCSON, AZ 85726
(520) 837-4140
ISSUE DATE: SEPTEMBER 13, 2010

REQUEST FOR PROPOSAL NO.: 110051
RFP AMENDMENT NO.: ONE (1)
PAGE 1 OF 2
RFP DUE DATE: JULY 7, 2009 @ 4:00 P.M., LOCAL AZ TIME
PRINCIPAL CONTRACT OFFICER: VICTORIA CORTINAS

A SIGNED COPY OF THIS AMENDMENT MUST BE SUBMITTED WITH YOUR SEALED PROPOSAL.
THIS REQUEST FOR PROPOSAL IS AMENDED AS FOLLOWS:

27 CUBIC YARD CAPACITY (excluding hopper area) AUTOMATED SIDE LOAD REFUSE BODIES

Pursuant to the Pre-proposal conference on September 10, 2010, this Request for Proposals is hereby modified as follows:

Page 9, Technical Requirements Grid, Section R. Lift Arm Controls, Item 2, Change section to read "Rocker switch controls are to be mounted on the right side of the driver and ergonomically correct." Offerors shall describe switch configurations and mounted position.

Page 12, B. General Requirements, Section 5. Delivery, second paragraph, first sentence, Change "front" to "side".

Page 14, Item 15, Optional Equipment, Add the following optional items:

Item c. Decals: Decal in lieu of sign board frames. Decal shall be 95.5" X 31.5" multi colored vinyl decal (design supplied by City of Tucson).

Item d. Rocker Switches: Rocker switches to be mounted below drivers seat and assessable from a standing position outside of the vehicle. Offerors shall describe configuration and mounted position."

Page 21, Proposal Evaluation Requirements, Section II. A. Method of Approach, Add Item 13. Decals – Offerors shall provide the following:

- a. Describe the area where the decal will be installed (flat / rigid surface, etc.);
- b. Proposed decal quality and include a specifications sheet;
- c. Provide warranty information against scratches, fading, peeling, etc.

Page 22, Proposal Evaluation Requirements, Section II. C. Qualifications and Experience, Item 2, Change "front" to "side".

Page 31, Price Page, Replace Price Page with Revised Price Page

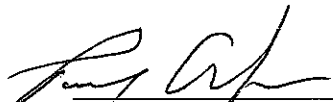
CITY OF TUCSON DEPARTMENT OF PROCUREMENT
 255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701
 P.O. BOX 27210, TUCSON, AZ 85726
 (520) 837-4140
 ISSUE DATE: SEPTEMBER 13, 2010

REQUEST FOR PROPOSAL NO.: 110051
 RFP AMENDMENT NO.: ONE (1)
 PAGE 1 OF 2
 RFP DUE DATE: SEPTEMBER 21, 2010 @ 4:00 P.M., LOCAL AZ TIME
 PRINCIPAL CONTRACT OFFICER: VICTORIA CORTINAS

REVISED PRICE PAGE

Item #	Description	Quantity	Unit Price	Extended Price
1.	Automated Side Load Bodies, as per specifications			
1a.	Side Load Body	13 each	\$ _____	\$ _____
	<hr/>			
	Mfg./Model #			
1b.	Chassis Modifications	13 each	\$ _____	\$ _____
1c.	Pick up / Delivery Charges	13 each	\$ _____	\$ _____
1d.	Fuel Charges	13 each	\$ _____	\$ _____
1e.	Level 1 Inspection	13 each	\$ _____	\$ _____
Item 1 Total			\$ _____	\$ _____
2.	Optional Items			
2a.	Extended Warranties			
	Refuse body		\$ _____	
	Hydraulic Cylinders		\$ _____	
2b.	Sign Board Frames, per specifications	13 Each	\$ _____	\$ _____
	<hr/>			
	Mfg./Model #			
2c.	Decal, per specifications	13 each	\$ _____	\$ _____

ALL OTHER PROVISIONS OF THE REQUEST FOR PROPOSAL SHALL REMAIN IN THEIR ENTIRETY.
 VENDOR HEREBY ACKNOWLEDGES RECEIPT AND UNDERSTANDING OF THE ABOVE AMENDMENT.

 9-23-10
 Signature Date
 Paul Campbell PRESIDENT
 Typed Name and Title

ARIZONA REFUSE SALES LLC
 Company Name
 1824 W. BROADWAY RD.
 Address
 Phoenix AZ 85041
 City State Zip

CITY OF TUCSON
DEPARTMENT OF PROCUREMENT

REQUEST FOR PROPOSAL NO. 110051

**27 CUBIC YARD CAPACITY (excluding hopper area) AUTOMATED
SIDE LOAD REFUSE BODIES**

**DATE ISSUED: SEPTEMBER 17, 2010
AMENDMENT 2**

The referenced document has been modified as per the attached Amendment No. Two (2).

Please sign this Amendment where designated and return the executed copy with the submission of your proposal. This amendment is hereby made part of the referenced proposal as though fully set forth therein. Any questions regarding this amendment should be addressed to Victoria Cortinas, C.P.M., CPPB, Principal Contract Officer at (520) 837-4140.

REQUEST FOR PROPOSAL AMENDMENT

CITY OF TUCSON DEPARTMENT OF PROCUREMENT
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701
P.O. BOX 27210, TUCSON, AZ 85726
(520) 837-4140
ISSUE DATE: SEPTEMBER 17, 2010

REQUEST FOR PROPOSAL NO.: 110051
RFP AMENDMENT NO.: TWO (2)
PAGE 1 OF 1
RFP DUE DATE: SEPTEMBER 24, 2010 @ 4:00 P.M., LOCAL AZ TIME
PRINCIPAL CONTRACT OFFICER: VICTORIA CORTINAS

A SIGNED COPY OF THIS AMENDMENT MUST BE SUBMITTED WITH YOUR SEALED PROPOSAL.
THIS REQUEST FOR PROPOSAL IS AMENDED AS FOLLOWS:

27 CUBIC YARD CAPACITY (excluding hopper area) AUTOMATED SIDE LOAD REFUSE BODIES

This Request for Proposals is hereby modified as follows:


The Due Date has been changed to Friday, September 24, 2010. Time and location remain the same.

Page 4, Scope of Services, Section II. Technical Requirements Grid, Item A. 7, **Change this section to read** "Body and all associated parts must be painted to coated to ensure maximum protection from corrosion, and have the ability to withstand regular cleaning with industrial solutions, surface must be smooth to allow for decal application. A color sample will be provided at time of post award meeting."

Page 21, Proposal Evaluation Requirements, Section II. A. Method of Approach, **Add Item 14.** Offerors shall provide the following information regarding the vehicle painting or coating offered.

- a. Offerors must state the body painting or coating method, i.e. powder coating or painted finish. If powder coated, please state mil thickness. If painted, describe painting process i.e. primer, color, clear.
- b. Provide documentation describing the paint or coating warranty for longevity.
- c. Describe if the proposed paint or coating can withstand daily washing with industrial washing solutions.
- d. Is your surface smooth to allow for decal application in lieu of the sign board frames.

ALL OTHER PROVISIONS OF THE REQUEST FOR PROPOSAL SHALL REMAIN IN THEIR ENTIRETY.
VENDOR HEREBY ACKNOWLEDGES RECEIPT AND UNDERSTANDING OF THE ABOVE AMENDMENT.


Signature _____ Date 9-23-10
Paul Campbell PRESIDENT
Typed Name and Title

ARIZONA REFUSE SAVES LLC
Company Name
1824 W. BROADWAY AVE.
Address
PHOENIX AZ 85041
City State Zip

CITY OF TUCSON
DEPARTMENT OF PROCUREMENT

REQUEST FOR PROPOSAL NO. 110051

27 CUBIC YARD CAPACITY (excluding hopper area) AUTOMATED
SIDE LOAD REFUSE BODIES

DATE ISSUED: SEPTEMBER 22, 2010
AMENDMENT 3

The referenced document has been modified as per the attached Amendment No. Three (3).

Please sign this Amendment where designated and return the executed copy with the submission of your proposal. This amendment is hereby made part of the referenced proposal as though fully set forth therein. Any questions regarding this amendment should be addressed to Victoria Cortinas, C.P.M., CPPB, Principal Contract Officer at (520) 837-4140.

REQUEST FOR PROPOSAL AMENDMENT

CITY OF TUCSON DEPARTMENT OF PROCUREMENT
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701
P.O. BOX 27210, TUCSON, AZ 85726
(520) 837-4140
ISSUE DATE: SEPTEMBER 17, 2010

REQUEST FOR PROPOSAL NO.: 110051
RFP AMENDMENT NO.: THREE (3)
PAGE 1 OF 1

RFP DUE DATE: SEPTEMBER 24, 2010 @ 4:00 P.M., LOCAL AZ TIME
PRINCIPAL CONTRACT OFFICER: VICTORIA CORTINAS

A SIGNED COPY OF THIS AMENDMENT MUST BE SUBMITTED WITH YOUR SEALED PROPOSAL.
THIS REQUEST FOR PROPOSAL IS AMENDED AS FOLLOWS:

27 CUBIC YARD CAPACITY (excluding hopper area) AUTOMATED SIDE LOAD REFUSE BODIES


The City of Tucson provides the following clarifications to this Request for Proposal:

The wheel base of the 13 Peterbilt 320LCF chassis' is 215".

Page 14, Item 15c, Decals, below is a sample of the required decal.



ALL OTHER PROVISIONS OF THE REQUEST FOR PROPOSAL SHALL REMAIN IN THEIR ENTIRETY.
VENDOR HEREBY ACKNOWLEDGES RECEIPT AND UNDERSTANDING OF THE ABOVE AMENDMENT.


Signature
9-23-10
Date
Paul Campbell
Typed Name and Title
PRESIDENT

ARIZONA REFUSE SAVES LLC
Company Name
1824 W. BROADWAY Rd.
Address
PHOENIX AZ 85041
City State Zip

CITY OF TUCSON

REQUEST FOR PROPOSAL

REQUEST FOR PROPOSAL NUMBER: 110051
PROPOSAL DUE DATE: SEPTEMBER 21, 2010, AT 4:00 P.M. LOCAL AZ TIME
PROPOSAL SUBMITTAL LOCATION: DEPARTMENT OF PROCUREMENT
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701

MATERIAL OR SERVICE: 27 CUBIC YARD CAPACITY (excluding hopper area)
AUTOMATED SIDE LOAD REFUSE BODIES

PRE-PROPOSAL CONFERENCE DATE: SEPTEMBER 10, 2010
TIME: 10:00 A.M., LOCAL AZ TIME
LOCATION: PRICE SERVICE CENTER
4004 S. PARK AVE., BLDG. 1, CONFERENCE RM. 1
TUCSON, AZ

CONTRACT OFFICER: VICTORIA CORTINAS, C.P.M, CPPB
TELEPHONE NUMBER: (520) 837-4140
Victoria.Cortinas@tucsonaz.gov

Interested offerors may obtain a copy of this complete solicitation by calling (520) 791-4217. A copy of this solicitation and possible future amendments may also be obtained from our Internet site at: <http://www.tucsonprocurement.com/> by selecting the Bid Opportunities link and the associated solicitation number.

Competitive sealed proposals for the specified material or service shall be received by the Department of Procurement, 255 W. Alameda, 6th Floor, Tucson, Arizona 85701, until the date and time cited.

Proposals must be in the actual possession of the Department of Procurement at the location indicated, on or prior to the exact date and time indicated above. Late proposals shall not be considered. The prevailing clock shall be the City Department of Procurement clock.

Proposals must be submitted in a sealed envelope. The Request for Proposal number and the offeror's name and address should be clearly indicated on the outside of the envelope. All proposals must be completed in ink or typewritten. Questions must be addressed to the Contract Officer listed above.

****NOTICE****

Effective July 1, 2009, the City no longer mails Notices of available solicitations via the U.S. Postal Service. Email notifications will be provided to those vendors that have updated their vendor record and selected email as their preferred delivery method. For information on how to update your vendor record, please visit www.tucsonprocurement.com, click on What's New? and read the section titled "Notice of Solicitations." You may also call (520) 791-4217 if you have questions.

VC/sd

PUBLISH DATE: AUGUST 31, 2010

INTRODUCTION

The City of Tucson, herein referred to as the City, is requesting proposals from qualified firms to establish an annual requirements contract for the purchase of **27-yd³ Capacity (excluding hopper area) Automated Side Load Refuse Bodies**, as per the requirements herein, for the City's Environmental Services Department.

The City will purchase chassis' under a separate contract and it will be the body contractor's responsibility to provide all aspects to install the automated side load body to the chassis, per the Scope of Work. The chassis' will have a minimum GVWR of 58,000 lbs with a GAWR 18,000 lbs front and 40,000 lbs rear.

In order to realize the efficiencies of standardizations including training, maintenance, parts inventory, etc, the resulting contract will establish the standard for future purchases of automated side load bodies for the City of Tucson.

Additionally, the City intends to market this contract to regional agencies. Upon contract award, the Contractor, too, will have the opportunity to market this contract to regional public agencies. The City of Tucson's Cooperative Purchasing program allows eligible agencies to procure goods/services from City of Tucson contracts. Agencies who sign the City's Cooperative Purchasing Agreement are eligible to use the City's contracts. The list of eligible agencies is continually updated as new agencies sign up for the City's cooperative program (see Special Terms and Conditions, Section 1).

BACKGROUND

The City's Environmental Service Department (ESD), provides City residential customers with once a week garbage/recycling collection to approximately 140,000 customers. ESD services 45 routes, five days a week, 52 weeks a year. The City's current side load chassis are a right hand drive Peterbilt 320LCF, however that is subject to change during the life of the contract. The side loaders are operational 10 hours a day and perform approximately 1,200 lifts per day. Containers serviced range in size between 48 to 300 gallons and weigh up to 1,600 pounds.

***** PLEASE NOTE *** THIS IS NOT AN IFB *****

This solicitation is a Request for Proposal (RFP). It is **NOT** an Invitation For Bid (IFB). In the IFB process, award is made to the lowest responsible and responsive bidder. In the RFP process, award is made to the responsible Offeror whose proposal is most advantageous to the City.

To respond to this Request for Proposal (RFP), interested Offerors must include a response to all criteria that are listed in the Proposal Evaluation Requirements section: Price Proposal, Method of Approach, and Qualifications and Experience. Failure to include a response to all the evaluation criteria may be cause for rejection.

Attendance at the Pre-Proposal Conference is highly encouraged. The conference will explain the RFP process and clarify the contents of this solicitation. If an Offeror is unable to attend the Pre-Proposal Conference, questions should be directed to the Contract Officer whose name appears above.

Requirements and qualifications are defined in detail in the Scope of Services Section of this RFP.

SCOPE OF SERVICES

The intent of the Scope of Services is to describe the minimum requirements of a complete automated side load body with a lifting arm and two universal grippers capable of addressing the City's daily operational refuse collection requirements.

I. TECHNICAL REQUIREMENTS

Arizona Refuse Sales, LLC (ARS) will provide an automated hydraulically hoisted side load body and lifting arm manufactured by DaDee Manufacturing, LLC. This unit is capable of performing, 10 hours a day, five days a week, 52 weeks a year. ARS will be responsible to modify the chassis to meet the Scorpion ASL body's wheelbase, cab to axle length and cab to end of frame requirements. ARS will insure that the finished chassis and body complies with all federal, state and local D.O.T. requirements including GVWR and bridge weight.

ARS will be responsible for the alignment of the chassis front end to ensure specifications and chassis tracking meet the original specifications of the chassis manufacturer upon completion of the body installation.

The Scorpion ASL grippers service 48 gallon to 300 gallon containerized refuse.

The Scorpion ASL arm has a 96" reach from its home position while lifting containers up to a proven 1,600 pounds at full outward extension, with a minimum complete lift cycles of 1,200 per day.

The Scorpion ASL packer system provides both automatic and manual operation with compaction mode elected by the operator. The Scorpion ASL body, arm and accessories will all be current model under standard production by the DaDee Manufacturing.

ARS will be responsible for transporting the chassis from the City's maintenance yard to the DaDee Manufacturing facility and back to the City's maintenance yard at no additional cost. This will include any travel of the chassis to facilitate the completion of the side load body install. ARS will have a completed State of Arizona Department of Motor Vehicle level one inspection at time of delivery.

ARS will verify all information on the DaDee Manufacturing Scorpion ASL, pre-delivery check list. This check list addresses all structural, mechanical, hydraulic, electrical, and electronic functions and features of the Scorpion ASL BODY, ARM and BODY TO CHASSIS TIE only.

II. TECHNICAL REQUIREMENTS GRID

The following Technical Requirements Grid represents the Base Refuse Side Load Body that the City is considering. For each Item/Minimum Requirement, indicate "yes" or "no" under Comply. If you do not meet the Item/Minimum Requirement, provide an explanation on why your equipment does not meet the requirement. Any deviations from the minimum requirements must be clearly presented on the table or in an attached letter. If no exceptions are taken, the City of Tucson will expect and require complete compliance with the specifications.

Any manufacturer's names, trade names, brand names or catalog numbers used in the solicitation are for the purpose of describing and/or establishing the quality, design and performance required. Any such reference is not intended to limit or restrict any offer by any vendor, but is only listed in order to advise potential offerors of the requirements of the City. Any offer which proposes like quality, design or performance will be considered.

If an exception or alternate is taken and the space provided is not sufficient for the explanation, please provide the information or narrative on a separate page and indicate which item in the Specifications it refers to.

	ITEM/MINIMUM REQUIREMENT	COMPLY		EXPLANATION
		YES	NO	
A.	GENERAL BODY SPECIFICATIONS			
	1. 27-yd ³ capacity (excluding hopper area) refuse body.	YES		<p>State manufacturer and model DaDee Mfg. SCORPION 27 ASL</p> <p>State hopper capacity 3 CU YD</p> <p>Ladder on street side with safety interlock when ladder down packer disengaged</p> <p>State hopper cover type and operation Horizontal packer panel serves as continuous hopper cover</p> <p>State number of cylinders & dump angle (1) 3-Stage telescoping cylinder w/min. dump angle of 35 degrees.</p> <p>State powder coat thickness POWDER COAT MIN. 4 mils thick - 0- VOC. (NOTE: PER AMENDMENT 2 b) Warranty 1 year c) YES d) YES)</p>
	2. Hopper must have a capacity designed to allow dumping of a full 300-gallon refuse container in one cycle.	YES		
	3. Hopper must have ladder mounted on side for access	YES		
	4. Hopper must have a cover to prevent debris from blowing out while vehicle is in transit to landfill	YES		
	5. Body shall be water tight to 18" from body floor	YES		
	6. Body will be raised by telescoping hydraulic cylinder(s) to a minimum angle of 35 degrees for dumping the load, and will have body props operable by a single person for support of body during servicing operations	YES		
	7. Body and all associated parts to be "powder coated" to a minimum of 4 mils with the City of Tucson's color. A color sample will be supplied at time of post award meeting	YES		
B.	MINIMUM BODY CONSTRUCTION			
	1. Floor: 1/4" 150,000 psi. abrasion resistant steel	YES		<p>State construction specifications 1/4" 450,000 psi. abrasion resistant steel</p> <p>10- gauge AR400. high tensile steel</p> <p>12-gauge high tensile steel</p> <p>1/4" AR400 abrasion resistant steel</p> <p>Upper, 10 - gauge high tensile steel, Lower, 1/4" AR400 high tensile steel.</p> <p>8" high rubber apron to prevent spillage from dumping containers</p> <p>10-gauge high tensile steel</p>
	2. Sides: 10- gauge, 50,000 psi. high tensile steel	YES		
	3. Roof: 12-gauge, 80,000 psi. high tensile steel	YES		
	4. Hopper floor: 1/4" 150,000 psi. abrasion resistant steel	YES		
	5. Hopper sides: upper, 10 - gauge high tensile steel, lower, 1/4" high tensile steel. Hopper opening to have a rubber apron of sufficient height to prevent liquid spillage from dumping containers	YES		
	6. Tailgate rear panel and sides: 10-gauge high tensile steel	YES		

	ITEM/MINIMUM REQUIREMENT	COMPLY		EXPLANATION
		YES	NO	
B.	MINIMUM BODY CONSTRUCTION – CON'T			
	7. Body shall be bolstered at rear with 5" x 20" formed channel steel braces at major upper and lower connecting points and at front with 5" x 8" formed channel steel at major upper and lower connecting points	YES		2" X 6" x 1/4" structural tubing
	8. Packer body and hopper shall be reinforced and/or otherwise constructed to prevent impact damage when dumping containers, and to prevent bulging at maximum compaction	YES		1/4" AR400 Hopper & Body Floor 1/4" AR400 Hopper liner
C.	COMPACTION SYSTEM			
	1. Hydraulic compaction system equipped with a push or drag type packer capable of displacing a minimum of 7 yd ³ per minute. Paddle type packers are unacceptable and will not be considered	YES		State packer type, capacity and cycle time Hydraulic actuated sweep blade, push/drag action displaces min. 7yd ³ per min.
	2. The compaction system must be designed to allow for dumping refuse containers into hopper without regard to packer position	YES		Continuous operation allows dumping of containers into hopper regardless of packer position.
D.	CONTAINER LIFT ARM			
	1. The container lift arm will be capable of reaching out 96" from its home position while lifting a 1,600-lb. container at full outward extension	YES		State lift arm and specifications including maximum cycles per day 96" from home position while lifting a 1,600-lb. container at full outward extension.
	2. Lift arm will be capable of completing a dumping cycle (gripping container, lifting, dumping, and returning the container to its original position) within a cycle time of 8 seconds	YES		Complete cycle under 8 seconds
	3. The lift arm will be designed so as to allow a complete gripping, lifting, dumping and return cycle from the fully retracted (home) position Arms requiring an outward motion (kick-out) to dump are unacceptable and will not be considered	YES		Cycles from fully retracted position
	4. The lift arm will not extend beyond the width of the body in the home position, and have a minimum road clearance of 18"	YES		In home position the arm does not extend beyond the body and maintains road clearance of 18"
E.	LIFT ARM COUNTER Counter to accurately record arm cycles without errors caused by can shaking.	YES		State lift arm and specifications including maximum cycles per day Counter accurately records ACTUAL dump cycles

	ITEM/MINIMUM REQUIREMENT	COMPLY		EXPLANATION
		YES	NO	
F.	ARM TRAVEL LOCK AND EXTENSION ALARM			
	1. Loader arm shall be equipped with an automatic locking device, which engages whenever the arm is withdrawn to its home position. Locking device shall disengage automatically whenever loader arm movement is initiated by means of the in-cab arm controls	YES		State arm lock type and specifications Equipped with hydraulically activated arm interlock, controlled through in-cab arm controls Visible and audible arm warning if arm extends when engine is running over 900 rpm
	2. Loader arm extension warning provided to operator, with a visual and audible warning, if arm is extended while truck is in forward or reverse gears	YES		
	3. Loader arm shall have a manual locking device for use in non-operational travel	YES		
G.	GRIPPERS Universal type capable of gripping 48, 65, 95 and 300 gallon containers	YES		State gripper type Universal belt & pad type
H.	TAILGATE			
	1. Tailgate must have a positive hook-type locking mechanism. Audible and visual indicators must be provided to indicate a true closure of the tailgate after dumping operations.	YES		State type of tailgate lock Dual positive hook lock with real time visual and audible alarm State type and location of warning devices Tailgate props raised and lowered from outside body and tailgate.
	2. Tailgate must have props for maintenance and repairs	YES		
I.	REAR BUMPER Under ride bumper meeting all federal, state and local D.O.T. requirements	YES		Under ride bumper meets all federal, state and local D.O.T. requirements
J.	HYDRAULIC SYSTEM			
	1. Hydraulic pump and components designed for operation of automated loader arm and packer system at idle requiring minimum horsepower	YES		State horsepower required at idle 300 hp minimum at idle
	2. No hydraulic cylinders, valves, or other hydraulic components shall come in contact with refuse packed in the body	YES		NO cylinders, valves or components come in contact refuse. All hydraulic components on outside of body and hopper. No cylinders or valves located under body.

	ITEM/MINIMUM REQUIREMENT	COMPLY		EXPLANATION
		YES	NO	
J.	HYDRAULIC SYSTEM – CON'T			
	3. Air-cooled hydraulic system adequately sized to allow prolonged system use at full working capacity of equipment without overheating. Hydraulic fluid temperatures shall not exceed 180° F. in continuous operation. Ambient temperatures of 110° F. are common in the summer	YES		<p>System runs with no cylinder customizing or component orificing creating only 1 hp draw on engine</p> <p>State type of hydraulic fluid Shell "TELUS" or Equal</p>
	4. Should hydraulic system temperatures exceed 180°, the successful offeror shall provide corrective cooling at no cost to the city. If a cooler is used it shall be mounted such that it will not adversely influence surrounding components with regard to temperature or physical interference	YES		
	5. Hydraulic fluid must be compatible with AW68 type hydraulic fluid	YES		
	6. Pressure relief valve to prevent over-pressurization of system critical hydraulic circuit pressure test points are to be pre-plumbed with a standard hydraulic disconnect fitting to include main line pressure and regenerative/dump valve pressure	YES		
	7. In cab hydraulic tank temperature gauge	YES		
K.	FILTERS			
	1. 100-mesh screen suction line filter with 10-micron spin-on return line filter. In tank filter acceptable	YES		<p>State filter (s) type and specifications Parker 100 mesh 140 micron strainer Parker 10 micron in tank return Parker 10 micron pressure filter canister frame mounted</p>
	2. Electronic filter bypass monitor with permanently labeled warning light inside cab	YES		
	3. In-line high pressure filter assembly, spin on element, frame mounted assembly	YES		
L.	HOSES			
	1. Double-braided wire construction rated for the full working pressure of the loader arm and packer system with a burst pressure rating equal to four times the highest working pressure of the hydraulic system	YES		<p>State hose manufacturer and specifications Parker 451TC</p> <p>Where applicable. Some location such as arm hose track in not practical and will cause premature hose wear.</p>
	2. Woven cloth sheathing shall be provided over all hoses to prevent abrasion. All hydraulic hoses to be secured to prevent excessive wear or friction	YES		

	ITEM/MINIMUM REQUIREMENT	COMPLY		EXPLANATION
		YES	NO	
M.	LIMIT VALVES Hydraulic system shall include limit valves to prevent the rapid dropping of loader arm or tailgate in the event of hose breakage or loss of hydraulic power	YES		State valve type Loader arm & T/G have line sizes and cylinder port size to prevent rapid drop and give best cycle time possible
N.	PUMP Vane type hydraulic integral or remote mounted to the transmission or front of the engine of sufficient size to adequately power all components without overheating	YES		State pump type and location Parker Denneson Valve Pump Transmission mounted
O.	TANK			
	1. Hydraulic tank of sufficient size to supply hydraulic system mounted to the street side of the truck frame.	YES		State tank size and location 55 Gallon street side above chassis frame height
	2. Tank shall be equipped with a sight level gauge with a permanently labeled mark on the gauge for the recommended fill level. Gauge to be conspicuously mounted but protected from damage	YES		
	3. Tank shall include a 1/4-turn ball valve on the tank suction line fitting to allow removal of tank without draining. Valve to be accessible from the outside without having to crawl underneath or stick hand or arm behind tank	YES		
P.	OPERATION AND CONTROLS			
	1. All controls for the operation of the lift arm, tailgate, dump body and packer must be in the cab of the vehicle and within convenient reach of the operator while seated in the driving position	YES		State control type and configuration Parker IQAN Control System Joystick and LST (Rocker) Switches both standard. (NOTE: PER AMENDMENT 1 LST MAY BE LOCATED BELOW DRIVER'S SEAT AT NO ADDITIONAL COST) Safety circuit allows only use of one or the other. Not both at the same time.
	2. Electric over hydraulic controls are preferred.	YES		
	3. "Soft Touch" rocker switches shall be at least 1/2" wide, momentary-on type; with spring-loading to automatically return to the "off" position when not depressed	YES		
	4. Must be able to utilize both rocker switch and joystick controls	YES		
Q.	DUMP BODY CONTROLS Dump body must be operable from one switch located so that it cannot be accidentally activated during loading operations.	YES		

	ITEM/MINIMUM REQUIREMENT	COMPLY		EXPLANATION
		YES	NO	
R.	LIFT ARM CONTROLS			
	1. Controls shall be provided for both individual arm motions and for automatically performing sequences of multiple arm motions. Control system shall include a coordinator to control multiple arm motion sequences	YES		Located on R H Side of driver by door and steering wheel, and ergonomically correct.
	2. Rocker switch controls are to be mounted on the right side of driver's seat and ergonomically correct.	YES		
	3. Joystick to be mounted on the left side of drivers seat and ergonomically correct.	YES		
S.	PACKER CONTROLS Packer must allow both manual and automatic operation with operation mode selectable by the operator.	YES		
T.	TAILGATE CONTROLS Operation of tailgate must be designed to prevent accidental activation during loading or travel.	YES		Describe tailgate controls Located integral to body functions of control board. Must go through a three screen to activate T/G Up/DN
U.	LIGHTING AND REFLECTIVE STRIPING			
	1. Lights and reflectors on body must meet all applicable federal state and local requirements.	YES		
	2. Tail, stop, and backup lights mounted to tailgate to include license plate bracket with light.	YES		
	3. Additional backup lights are to be mounted to tailgate.	YES		
	4. Rear lighting must included three amber lights center-mounted on tailgate wired to flash as brakes are applied.	YES		
	5. All brake, turn, clearance and warning lights will be LED type lighting.	YES		
	6. Amber strobe center-mounted on tailgate. Strobe shall be wired to operate when PTO is engaged.	YES		
	7. Red/white reflective striping to meet all federal, state and local D.O.T. requirements	YES		

	ITEM/MINIMUM REQUIREMENT	COMPLY		EXPLANATION
		YES	NO	
V.	WORK LIGHTS			
	1. Work lights to illuminate the inside of the hopper and the arm working area	YES		
	2. Lights shall be guarded or otherwise protected to avoid damage during operation and aimed to avoid glare in the rear window of the cab	YES		
W.	SAFETY EQUIPMENT			
1	BACKUP ALARM Electric backup alarm, 110 dB, weatherproof and steam-cleanable, mounted on tailgate.	YES		
2.	REAR MUD FLAPS Anti-sail mud flaps attached to tailgate to prevent damage from rear tires during unloading operations. Ground clearance on level ground not to exceed 8".	YES		
3.	FRONT MUD FLAPS Anti-sail mud flaps mounted ahead of center axle to minimize effects of road spray, mud and gravel thrown on body components by rear wheels. Mud flaps shall be mounted so as not to interference with container lift arm assembly.	YES		
4.	FIRE EXTINGUISHER a. 10 lb. dry chemical fire extinguisher mounted in a cylindrical steel holder attached to the right side front area of the refuse body with a means to secure extinguisher in the bracket. Must comply with D.O.T. regulations. b. The City will provide specific mounting location at post award meeting.	YES		
5.	CAMERAS All-weather dual camera system with in-cab 6.5" monitor capable of displaying all cameras simultaneously designed to operate on 12 volts DC. One camera to view rear area behind truck. Provide information on horizontal and vertical fields of view, minimum outside illumination requirements, and monitor horizontal resolution. One camera to view inside of hopper and the inside of the can being dumped. Safety Vision model SV-LCD-70 or approved equal.	YES		State camera system and specifications Safety Vision SV-LCD-70 Note: See Option List for Alternative System

	ITEM/MINIMUM REQUIREMENT	COMPLY		EXPLANATION
		YES	NO	
6.	TRIANGLE STORAGE Storage box for triangles with steel mounting bracket, mounted inside tool box in the lower front left area of the box.	YES		
X.	OTHER EQUIPMENT			
1.	TOOL BOX Body mounted toolbox. Approximately 24x18x18. Mounting location determined at post bid meeting. All tool boxes shall be keyed alike	YES		
2.	BROOM AND SHOVEL RACK Storage rack to secure a shovel and broom on the exterior of the vehicle.	YES		

B. GENERAL REQUIREMENTS

1. **CURRENT PRODUCTS:** All offers offered in response to this solicitation shall be in current and ongoing production; shall have been formally announced for general marketing purposes; shall be a model or type currently functioning in a user (paying customer) environment and capable of meeting or exceeding all specifications and requirements set forth in this solicitation.
2. **REPORTS:** Contractor will be required to furnish the City of Tucson with MONTHLY progress reports confirming status of delivery dates as agreed upon. Reports for vehicles ordered by the City shall be submitted to James Seeds, Fleet Equipment Specialist, 4004 S. Park Avenue, Tucson, AZ 85714. These reports shall consist of, but not limited to the following:
 - a. Copy of Contractor's order to the factory.
 - b. Copy of factory acknowledgment of order indicating scheduled date of production and shipment from factory.
 - c. Factory generated computer status reports.
 - d. Notification to the City of any changes in production or shipping dates.
 - e. Any special information the Contractor shall have that would affect the timely delivery of the vehicles ordered in accordance with original delivery date promise.

In lieu of written reports submitted to Fleet Services, the contractor may provide access to an Internet based on-line order tracking system. Any on-line system provided must provide the information required above. The contractor must provide all access codes necessary to view this information.

3. **WORKMANSHIP:** All workmanship and the installation of components shall be performed in a professional, uniform and effective manner. The City of Tucson will be the sole judge of the workmanship and quality of the product prior to acceptance of the equipment.
4. **KEY PERSONNEL:** It is essential that the Contractor provide adequate experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under this Contract. The Contractor must agree to assign specific individuals to the key positions.

The Contractor agrees that, once assigned to work under this Contract, key personnel shall not be removed or replaced without written notice to and subsequent concurrence by the City.

If key personnel are not available for work under this Contract for a continuous period exceeding thirty calendar days, or are expected to devote substantially less effort to the work than initially anticipated, the Contractor shall immediately notify the City, and shall, subject to the concurrence of the City, replace such personnel with personnel of substantially equal ability and qualifications.

5. **DELIVERY:** Delivery is an important consideration and will be a factor in the evaluation. Therefore, delivery time after receipt of chassis must be stated in definite terms. This fiscal year the City purchased 13 each Peterbilt 320LCF chassis' and is interested in placing the completed vehicles in services as soon as possible. Offerors shall assume the chassis' will be available for pickup upon award of this solicitation.

The City estimates purchasing 11 automated front load vehicles annually. This quantity is an estimate only and the City reserves the right to increase or decrease amounts as circumstances may require. For future years, the Contractor shall provide the City with a detailed delivery schedule based upon the standard delivery time stated in the Evaluation Criteria herein.

The Contractor agrees that the City will incur damages if the Contractor fails to deliver the completed vehicle within the specified time or any approved extensions thereof and that the liquidated damages specified herein represent a fair and equitable approximation of the City's damages.

Liquidated damages shall be in the amount of \$800.00 for each calendar day of delay. If the Contract is not terminated, the Contractor shall continue performance and be liable to the City for the liquidated damages until the completed vehicles are delivered. The liquidated damages amount will be deducted from the invoice.

In the event the City exercises its right of termination, the Contractor shall be liable to the City for any excess costs, and in addition, for liquidated damages until such time the City may reasonably obtain delivery or performance of similar supplies or services.

6. **DELIVERY DOCUMENTATION:** The following documents are due upon delivery of the completed vehicles to the City:
- a. Invoice
 - b. Warranty document
 - c. Level 1 Inspection
 - d. Required manuals

Upon contract award, the Contractor will be required to supply a delivery ticket specifying the purchase order number of each vehicle.

Delivery to the City of Tucson: All deliveries shall be made Monday through Friday from 8:00 a.m. to 3:00 p.m. The Contractor shall be required to give the Operations/Fleet Services Department a minimum of 24-hour notification prior to delivery with the anticipated time of delivery and quantity of units to be delivered.

7. **VEHICLE INSPECTION:** The City will assist the Contractor in arranging for inspection. Each vehicle delivered shall be subject to a complete inspection by the City's General Services/Fleet Services Department prior to acceptance. Inspection criteria shall include, but not be limited to, conformity to the specifications, mechanical integrity, quality, workmanship and materials. If delivered equipment is returned to the Contractor prior to acceptance for any reason, all corrections shall be made without any inconvenience to the City.
8. **TRAINING:** The Contractor shall provide the City, at no additional cost, training for each basic unit of equipment purchased. This training shall be adequate to the needs of the typical equipment operator and service technician in order to assure proper operation, utilization and maintenance of the equipment supplied. Any manuals necessary to perform the required training shall be furnished by the Contractor. The trainer shall be factory-trained and thoroughly knowledgeable in equipment operator and service technician functions. Training shall be presented in a quality suitable for videotaping. The City reserves the right to videotape part or all of the training provided at no additional cost to the City.

Training shall include, but not limited to the following:

- **Vehicle/Equipment Operators Training:** The City has 72 vehicle/equipment operators who must be trained in the operation of all chassis and body functions, including operator preventive maintenance. The vehicle/equipment operators training shall be conducted in three separate 6-hour training session with the dates and times to be determined by City staff.
- **Service Technicians:** The City has 50 service technicians who must be trained in all operator functions and in-depth troubleshooting for all body maintenance and repair.
- The City will coordinate training days and times with the Contractor to accommodate the various work shifts.

9. **REPAIRS:** The vendor will be responsible for transport of vehicles to and from his place of business for repairs until such time as the City of Tucson places the vehicle in service. Transport of the vehicle will not be delayed more than one working day from date of notification.
10. **WARRANTIES:** Offeror shall warrant that all equipment and parts furnished in their offer are newly manufactured and free from defects in material and workmanship from the date the City places the equipment into service. Warranty shall also guarantee accepted trade standards of quality, fitness for the intended uses, and conformance to promises or specified specifications. No other express or implied warranty shall eliminate the vendor's liability as stated herein.

The City expects the following minimum warranties:

- **Body** – 3 years on all parts, materials, and labor. The 3-year body warranty is *inclusive* of all loader body structural and hydraulic components and attachments, including bushings and bearings, *excluding* normal wear items such as wear pads/blocks/bumpers and components damaged or improperly maintained.
 - **All hydraulic cylinders** - 3 years
 - **Hydraulic hoses** – 3 years
 - **Electronic Controls** – 3 years
11. **VENDOR SERVICE AND MAINTENANCE:** Successful vendor will provide and maintain a factory authorized parts and service facility for cab/chassis and body (including warranty repairs) within a 125 mile radius of the City of Tucson Price Service Center prior to award of bid.

If warranty service is not provided within the Tucson metro area contractor shall be responsible for all costs including fuel and labor, of transporting vehicle (s) between the City's Price Service Center and the contractor's service center. The method of transportation must be mutually agreed to by the Contractor and Fleet Services prior to transport.

12. **IN HOUSE WARRANTY REPAIR:** The City of Tucson intends to operate as a factory authorized warranty facility for all bodies purchased from this offering. This is to include a consignment inventory supplied by the winning vendor.
13. **VEHICLE RECALL NOTICES:** In the event of any recall notice, technical service bulletin, or other important notification affecting a vehicle purchased from this contract, a notice shall be sent to: City of Tucson General Services, Fleet Services Division, 4004 S. Park Avenue, Building 1, Tucson, AZ 85714. It shall be the responsibility of the Contractor to assure that all recall notices are sent directly to the City.
14. **DEFECTIVE PRODUCT:** All defective products shall be replaced and exchanged by the Contractor. The cost of transportation, unpacking, inspection, repackaging, reshipping or other like expenses shall be paid by the Contractor. All replacement products must be received by the City within seven (7) days of initial notification.
15. **OPTIONAL EQUIPMENT:** The City may be interested in purchasing the following optional equipment:
- a. Extended Warranties for key vehicle components.
 - b. Sign Board Frames
 - Outside dimension 2.25" X 95.5" X 31.5".
 - Sign board frame shall securely fastened to both sides of body with twelve (12) to sixteen (16) attachments per frame.
 - Satin anodized aluminum extrusion frame.
 - .025 white aluminum backing fabricated into frame.
 - Cam-over (stainless steel) spring design.

CITY OF TUCSON DEPARTMENT OF PROCUREMENT
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701

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CONTRACT OFFICER: VICTORIA CORTINAS

PH: (520) 837-4140 / FAX: (520) 791-4735

- Roadway Displays, stock #SS315955 or equal.
- Exact positioning to be determined at post award meeting.

INSTRUCTIONS TO OFFERORS

1. DEFINITION OF KEY WORDS USED IN THE SOLICITATION:

For purposes of this solicitation and subsequent contract, the following definitions shall apply:

City: The City of Tucson, Arizona

Contract: The legal agreement executed between the City and the Contractor/Consultant. The Contract shall include this RFP document incorporated herein by reference, all terms, conditions, specifications, scope of work, Amendments, the Contractor's offer and negotiated items as accepted by the City.

Contractor/Consultant: The individual, partnership, or corporation who, as a result of the competitive solicitation process, is awarded a contract by the City.

Contract Representative: The City employee or employees who have specifically been designated to act as a contact person or persons to the Contractor, and is responsible for monitoring and overseeing the Contractor's performance under this Contract.

Director of Procurement: The contracting authority for the City, authorized to sign contracts and amendments thereto on behalf of the City.

May: Indicates something that is not mandatory but permissible.

Offeror: The individual, partnership, or corporation who submits a proposal in response to a solicitation.

Shall, Will, Must: Indicates a mandatory requirement. Failure to meet these mandatory requirements, if they constitute a substantive requirement, may, at the City's sole discretion, result in the rejection of a proposal as non-responsive.

Should: Indicates something that is recommended but not mandatory. If the Offeror fails to provide recommended information, the City may, at its sole option, ask the Offeror to provide the information or evaluate the proposal without the information.

2. **PRE-PROPOSAL CONFERENCE:** If scheduled, the date and time of a Pre-Proposal conference is indicated on the cover page of this document. Attendance at this conference is not mandatory. Written minutes and/or notes will not be available, therefore attendance is encouraged. If an Offeror is unable to attend the Pre-Proposal Conference questions may be submitted in writing. Offerors are encouraged to submit written questions, via electronic mail or facsimile, at least five days prior to the Request for Proposal due date to the Contract Officer listed above. The purpose of this conference will be to clarify the contents of this Request for Proposal in order to prevent any misunderstanding of the City's position. Any doubt as to the requirements of this Request for Proposal or any apparent omission or discrepancy should be presented to the City at this conference. The City will then determine the appropriate action necessary, if any, and may issue a written amendment to the Request for Proposal. Oral statements or instructions will not constitute an amendment to this Request for Proposal.
3. **INQUIRIES:** Any question related to the Request for Proposal shall be directed to the Contract Officer whose name appears above. An offeror shall not contact or ask questions of the department for whom the requirement is being procured. The Contract Officer may require any and all questions be submitted in writing. Offerors are encouraged to submit written questions via electronic mail or facsimile, at least five days prior to the proposal due date. Any correspondence related to a solicitation should refer to the appropriate Request for Proposal number, page and paragraph number. An envelope containing questions should be identified as such, otherwise it may not be opened until after the official proposal due date and time. Oral interpretations or clarifications will be without legal effect. Only questions answered by a formal written amendment to the Request for Proposal will be binding.
4. **AMENDMENT OF REQUEST FOR PROPOSAL:** The Offeror shall acknowledge receipt of a Request for Proposal Amendment by signing and returning the document by the specified due date and time.
5. **FAMILIARIZATION OF SCOPE OF WORK:** Before submitting a proposal, each offeror shall familiarize itself with the Scope of Work, laws, regulations and other factors affecting contract performance. The Offeror shall be responsible for fully understanding the requirements of the subsequent Contract and otherwise satisfy itself as to the expense and difficulties accompanying the fulfillment of contract requirements. The submission of a proposal will constitute a representation of compliance by the Offeror. There will be no subsequent financial adjustment, other than that provided by the subsequent Contract, for lack of such familiarization.
6. **PREPARATION OF PROPOSAL:**
 - A. All proposals shall be on the forms provided in this Request for Proposal package. It is permissible to copy these forms as required. Facsimiles or electronic mail proposals shall not be considered.
 - B. At a minimum, your proposal should include the signed Offer and Acceptance form, signed copies of any solicitation amendments, completed Price Page and your response to all evaluation criteria.
 - C. The Offer and Acceptance page shall be signed by a person authorized to submit an offer. An authorized signature on the Offer and Acceptance page, Proposal Amendment(s), or cover letter accompanying the proposal documents shall constitute an irrevocable offer to sell the good and/or service specified herein. Offeror shall submit any additional requested documentation, signifying intent to be bound by the terms of the agreement.

- D. The authorized person signing the proposal shall initial erasure, interlineations or other modifications on the proposal.
 - E. In case of error in the extension of prices in the proposal, unit price shall govern when applicable.
 - F. Periods of time, stated as a number of days, shall be in calendar days.
 - G. It is the responsibility of all offerors to examine the entire Request for Proposal package and seek clarification of any requirement that may not be clear and to check all responses for accuracy before submitting a proposal. Negligence in preparing a proposal confers no right of withdrawal after due date and time.
 - H. The City shall not reimburse the cost of developing, presenting, submitting or providing any response to this solicitation.
 - I. Offeror must list any subcontractors to be utilized in the performance of the services specified herein. For each subcontractor, details on respective qualifications must be included.
7. **PAYMENT DISCOUNTS:** Payment discount periods shall be computed from the date of receipt of the material/service or correct invoice, whichever is later, to the date City's payment warrant is mailed. Unless freight and other charges are itemized, any discount provided shall be taken on full amount of invoice. Payment discounts of twenty-one calendar days or more shall be deducted from the proposed price in determining the price points. However, the City shall be entitled to take advantage of any payment discount offered by a vendor provided payment is made within the discount period.
8. **TAXES:** The City of Tucson is exempt from federal excise tax, including the federal transportation tax.
9. **PROPOSAL/SUBMITTAL FORMAT:** An original and 4 copies (5 total) of each proposal should be submitted on the forms and in the format specified in the RFP. Offerors shall also submit one electronic copy of the proposal on cd, disc or zip disc in MS Office97 or .pdf format. Any confidential information shall be submitted on a separate cd, disc or zip disc. The original copy of the proposal should be clearly labeled "Original" and shall be single-sided, three hole punched and in a binder. The material should be in sequence and related to the RFP. **The sections of the submittal should be tabbed, clearly identifiable and should include a minimum of the following sections: the completed Offer and Acceptance Form, all signed Amendments, a copy of this RFP document and the Offeror's response to the Evaluation Criteria including the completed Price Page.** Failure to include the requested information may have a negative impact on the evaluation of the offeror's proposal.
10. **EXCEPTIONS TO CONTRACT PROVISIONS:** A response to any Request for Proposal is an offer to contract with the City based upon the contract provisions contained in the City's Request for Proposal, including but not limited to, the specifications, scope of work and any terms and conditions. Offerors who wish to propose modifications to the contract provisions must clearly identify the proposed deviations and any proposed substitute language. The provisions of the Request for Proposal cannot be modified without the express written approval of the Director or his designee. If a proposal or offer is returned with modifications to the contract provisions that are not expressly approved in writing by the Director or his designee, the contract provisions contained in the City's Request for Proposal shall prevail.
11. **PUBLIC RECORD:** All proposals submitted in response to this Request for Proposal shall become the property of the City and shall become a matter of public record available for review subsequent to the award notification.
12. **CONFIDENTIAL INFORMATION:** The City of Tucson is obligated to abide by all public information laws. If an Offeror believes that any portion of a proposal, offer, specification, protest or correspondence contains information that should be withheld, a statement advising the Contract Officer of this fact should accompany the submission and the information shall be so identified wherever it appears. The City shall review all requests for confidentiality and may provide a written determination to designate specified documents confidential or the request may be denied. Price is not confidential and will not be withheld. If the confidential request is denied, such information shall be disclosed as public information, unless the offeror submits a formal written objection.
13. **CERTIFICATION:** By signature on the Offer and Acceptance page, solicitation Amendment(s), or cover letter accompanying the submittal documents, Offeror certifies:
- A. The submission of the offer did not involve collusion or other anti-competitive practices.
 - B. The Offeror shall not discriminate against any employee or applicant for employment in violation of Federal or State law.
 - C. The Offeror has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, meal or service to a public servant in connection with the submitted offer.
 - D. The Offeror hereby certifies that the individual signing the submittal is an authorized agent for the Offeror and has the authority to bind the Offeror to the Contract.
14. **WHERE TO SUBMIT PROPOSALS:** In order to be considered, the Offeror must complete and submit its proposal to the City of Tucson Department of Procurement at the location indicated, prior to or at the exact date and time indicated on the Notice of Request for Proposal page. The Offeror's proposal shall be submitted in a sealed envelope. The words "SEALED

PROPOSAL" with the REQUEST FOR PROPOSAL TITLE, REQUEST FOR PROPOSAL NUMBER, PROPOSAL DUE DATE AND TIME and OFFEROR'S NAME AND ADDRESS shall be written on the envelope.

15. **LATE PROPOSALS:** Late proposals will be rejected.
 16. **OFFER AND ACCEPTANCE PERIOD:** In order to allow for an adequate evaluation, the City requires an offer in response to this solicitation to be valid and irrevocable for ninety (90) days after the proposal due date and time.
 17. **WITHDRAWAL OF PROPOSAL:** At any time prior to the specified solicitation due date and time, an offeror may formally withdraw the proposal by a written letter, facsimile or electronic mail from the Offeror or a designated representative. Telephonic or oral withdrawals shall not be considered.
 18. **DISCUSSIONS:** The City reserves the right to conduct discussions with offerors for the purpose of eliminating minor irregularities, informalities, or apparent clerical mistakes in the proposal in order to clarify an offer and assure full understanding of, and responsiveness to, solicitation requirements.
 19. **CONTRACT NEGOTIATIONS:** Exclusive or concurrent negotiations may be conducted with responsible offeror(s) for the purpose of altering or otherwise changing the conditions, terms and price of the proposed contract unless prohibited. Offerors shall be accorded fair and equal treatment in conducting negotiations and there shall be no disclosure of any information derived from proposals submitted by competing offerors. Exclusive or concurrent negotiations shall not constitute a contract award nor shall it confer any property rights to the successful offeror. In the event the City deems that negotiations are not progressing, the City may formally terminate these negotiations and may enter into subsequent concurrent or exclusive negotiations with the next most qualified firm(s).
 20. **VENDOR APPLICATION:** Prior to the award of a Contract, the successful offeror shall register with the City's Department of Procurement. Registration can be completed at <http://www.tucsonprocurement.com/> by clicking on Vendor Services. Please note that email notifications of newly published solicitations and amendments will be provided to those vendors that select email as their preferred delivery method in their vendor record.
 21. **CITY OF TUCSON BUSINESS LICENSE:** Prior to the award of a Contract, the successful offeror must obtain a City of Tucson Business License or a written determination that a business license is not required issued by the City's Business License Section. The business license must remain valid throughout the life of this contract. Contractor must provide a valid copy of the business license or a written determination that a business license is not required prior to award and at contract renewal. Application for a City Business License can be completed at <http://www.tucsonaz.gov/etax>. For questions contact the City's Business License Section at (520) 791-4566 or email at tax-license@tucsonaz.gov.
 22. **UPON NOTICE OF INTENT TO AWARD:** The apparent successful offeror shall sign and file with the City, within five (5) days after Notice of Intent to Award, all documents necessary to the successful execution of the Contract.
 22. **AWARD OF CONTRACT:** Notwithstanding any other provision of the Request for Proposal, the City reserves the right to:
 - (1) waive any immaterial defect or informality; or
 - (2) reject any or all proposals, or portions thereof; or
 - (3) reissue the Request for Proposal.
- A response to this Request for Proposal is an offer to contract with the City based upon the terms, conditions and Scope of Work contained in the City's Request for Proposal. Proposals do not become contracts unless and until they are executed by the City's Director of Procurement and the City Attorney. A contract has its inception in the award, eliminating a formal signing of a separate contract. All of the terms and conditions of the contract are contained in the Request for Proposal, unless any of the terms and conditions are modified by a Request for Proposal amendment, a Contract Amendment, or by mutually agreed terms and conditions in the Contract documents.
23. **PROPOSAL RESULTS:** The name(s) of the successful offeror(s) will be posted on the Procurement Department's Internet site at <http://www.tucsonprocurement.com/> upon issuance of a Notice of Intent to Award or upon final contract execution.
 24. **PROTESTS:** A protest shall be in writing and shall be filed with the Director of Procurement. A protest of a Request for Proposal shall be received at the Department of Procurement not less than five (5) working days before the Request for Proposal due date. A protest of a proposed award or of an award shall be filed within ten (10) days after issuance of notification of award or issuance of a notice of intent to award, as applicable. A protest shall include:
 - A. The name, address, and telephone number of the protestant;
 - B. The signature of the protestant or its representative;
 - C. Identification of the Request for Proposal or Contract number;
 - D. A detailed statement of the legal and factual grounds of protest including copies of relevant documents; and

CITY OF TUCSON DEPARTMENT OF PROCUREMENT
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701

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CONTRACT OFFICER: VICTORIA CORTINAS
PH: (520) 837-4140 / FAX: (520) 791-4735

E. The form of relief requested.

PROPOSAL EVALUATION REQUIREMENTS

- I. **PROPOSAL EVALUATION CRITERIA – (listed in relative order of importance)**
 - A. Method of Approach
 - B. Price Proposal
 - C. Qualifications & Experience

- II. **REQUIREMENTS SPECIFIC TO EVALUATION CRITERIA:** The narrative portion and the materials presented in response to this Request for Proposal should be submitted in the same order as requested and must contain, at a minimum, the following:
 - A. **Method of Approach**
 1. Provide a point by point response to all items in the Scope of Services Technical Requirements and General Requirements. TOC Section 4
 2. Complete the Technical Requirements Grid listed in the Scope of Work. TOC Section 4
 3. Describe the safety measures offered by your equipment to prevent hydraulic operation of body/equipment when ladders is utilized by operator, (reference Section A.3 in the Technical Requirements Grid). TOC Section 6 Item B
 4. Offeror shall provide complete vehicle illustration depicting weight distribution showing axle loading, chassis, body, and payload weight. Distribution shall include all calculations of chassis, body, and payload weights as well as bridge formula weights. (Offerors shall use 600 lbs. per cu. yd. as standard for payload calculations. Under no circumstances will a vehicle exceeding weight limits or in violation of any federal, state, or local law be considered.) TOC Section 6 Item C
 5. Describe your quality control program including but not limited to: what is your quality control procedures, who performs the quality control inspection? What are the qualifications of the inspectors? What items are inspected / tested? Etc. TOC Section 6 Item D
 6. Provide a detailed delivery schedule for the delivery of the 13 completed siders for this fiscal year. TOC Section 6 Item E
 7. For subsequent order, the completed sider will be delivered to the City within 45 days of receipt of chassis. Based on delivery of one unit per week, time frame reflective of \$800 per day penalty
 8. Describe the proposed training program for the equipment operators and service technicians (Reference Scope of Work, Section B. General Requirements, Item 7). Please respond separately for each training audience. The proposed training program shall include but not limited to:

- a. Provide a sample training curriculum for the equipment operators and service technicians?
 - b. How will the training be conducted?
 - c. How will you accommodate various work shifts?
 - d. What type of documentation is provided with the proposed training?
Is a "train the trainer" program available? Is this training different than the regular initial training? How is this training conducted? Are there any additional costs above the regular initial training? TOC Section 6 Item F
9. Provide information on your warranty program, including: TOC Section 6 Item G
- a. State the warranties offered on all components:
 - Body THREE YEAR
 - Hydraulic Cylinders THREE YEAR
 - Hydraulic Hoses THREE YEAR
 - Electrical System THREE YEAR
 - b. Describe your warranty claims procedures.
 - c. Describe your policy addressing warranty issues related to
 1. Major Component Failures
 2. Engineering Deficiencies
 3. Describe your firm's standard response time to address warranty failure issues.
 - d. Is there a dedicated support representative that the City should contact? If yes, provide their name and complete contact information.
 - e. Provide information which details the costs, types, and extents of available extended warranty coverage for refuse body, hydraulic cylinders, hydraulic hoses and electronic hydraulic controls TOC Section 6 Item J
10. In House Warranty Repair
- a. State hourly labor rate paid for warranty work
 - b. Provide a consignment parts list including quantities
TOC Section 6 Item H
11. Provide a maintenance schedule or some other form of documentation showing the required and suggested maintenance schedule.
TOC Section 6 Item I
12. Provide a cost sheet or some other form of documentation showing replacement costs for common items that will need to be replaced during the useful life of the equipment.
TOC Section 6 Item I
13. Decals – Offerors shall provide the following:
- a. Describe the area where the decal will be installed (flat / rigid surface, etc.);
Body side sheet center vertical and horizontal to sheet
 - b. Proposed decal quality and include a specifications sheet; TOC Section 6 Item J
 - c. Provide warranty information against scratches, fading, peeling, etc. NONE

B. Price Proposal

1. Provide price proposal as requested on the Price Page attached herein. Proposed pricing shall include delivery to Tucson Metropolitan agencies.
2. Will there be additional delivery charges to non-Tucson agencies located outside of the Tucson Metropolitan area? Yes No Based on mileage differences

If yes, describe how delivery charges will be calculated: \$0.50 PER MILE PLUS FUEL

3. Cooperative Purchasing Program: Will your firm provide the City of Tucson, as the lead agency on this regional contract, a rebate in the form of a percentage of sales based upon the other agencies sales?

Yes No If yes, state proposed percentage: .005%

4. Prompt Payment Discount: As stated in the Instructions to Offerors, 7. Discounts, the price(s) herein can be discounted by .005%, if payment is made within 10 days.

NOTE: Unless otherwise specified in the offer, a two percent/twenty-one days (2%/21) cash discount will be assumed as allowable and will be considered in determining Price Points.

5. Does your firm have a City of Tucson Business License? Yes No
If yes, please provide a copy of your City of Tucson Business license.

6. Credit Card Payment: The City's preferred method of payment is via credit card. The City will issue a Purchase Order and, in some cases, either provide a credit card for payment at the time of ordering or pay subsequent invoices by credit card upon receipt of goods or services in good order. However, not all City employees will possess a credit card and therefore, the City reserves the right to make payment by check as it deems necessary.

- a. Will payment be accepted via commercial credit card? Yes No

If yes, can commercial payment(s) be made online? Yes No

If "no" to above, will consideration be given to accept the card?

Yes No

- b. Will a third party be processing the commercial credit card payment(s)?

Yes No

If yes, indicate the flat fee per transaction \$ _____ (as allowable, per Section 5.2.E of Visa Operating Regulations).

C. Qualifications & Experience

1. Summarize your firms experience in providing products and performing work similar to that outlined in this solicitation.

2. Describe your firms experience installing the proposed front loading body on the Peterbilt 320LCF chassis. How many have you configured?
3. Provide a list of all key personnel and their qualifications for those who will provide services under this contract.
TOC Section 6 Item A
4. Provide a complete listing of all public agencies that have purchased the proposed side-loading body.
TOC Section 6 Item K
5. Provide a minimum of three (3) references for whom your firm has installed the proposed body on a similar chassis. Include company name, address, contact person, phone number, email address and number of units sold. References from other public agencies, particularly municipal governments, are preferred.
TOC Section 6 Item L
6. Provide a general overview of your company, including the last two years audited financial statements, organizational chart, number of years in business, corporate headquarter location, type of business, principal place of business and number of employees. Please include an annual report if available.
TOC Section 6 Item M
7. Has your firm, either presently or in the past, been involved in any litigation, bankruptcy, or reorganization?
TOC Section 6 Item N
8. The City desires one point of contact for this purchase. Please provide an affirmative statement of the Project Manager's authority in regards to this purchase. Also, provide contact information for the Project Manager (name, address, phone number and email address).
TOC Section 6 Item O

III. GENERAL

A. Shortlist:

The City reserves the right to shortlist the offerors on of the stated criteria. However, the City may determine that shortlisting is not necessary.

B. Interviews:

The City reserves the right to conduct interviews with some or all of the offerors at any point during the evaluation process. However, the City may determine that interviews are not necessary. In the event interviews are conducted, information provided during the interview process shall be taken into consideration when evaluating the stated criteria. The City shall not reimburse the offeror for the costs associated with the interview process.

C. Additional Investigations:

The City reserves the right to make such additional investigations as it deems necessary to establish the competence and financial stability of any offeror submitting a proposal.

D. Prior Experience:

Experiences with the City and entities that evaluation committee members represent and that are not specifically mentioned in the solicitation response may be taken into consideration when evaluating offers.

E. Multiple Awards:

To provide adequate contract coverage, at the City's sole discretion, multiple awards may be made.

SPECIAL TERMS AND CONDITIONS

1. **COOPERATIVE PURCHASING:** Any Contract resulting from this solicitation shall be for the use of the City of Tucson. In addition, public and nonprofit agencies that have entered into a Cooperative Purchasing Agreement with the City of Tucson's Department of Procurement are eligible to participate in any subsequent Contract. See www.tucsonaz.gov/procure and click on Cooperatives for a list of the public and nonprofit agencies that have currently entered into Cooperative Purchasing Agreements with the City of Tucson. Additionally, this contract is eligible for use by the Strategic Alliance for Volume Expenditures (SAVE) cooperative. See <http://www.maricopa.gov/Materials/SAVE/save-members.pdf> for a listing of participating agencies. The parties agree that these lists are subject to change.

Any orders placed to, or services required from, the successful Contractor(s) will be requested by each participating agency. Payment for purchases made under this agreement will be the sole responsibility of each participating agency. The Contractor may negotiate additional expenses incurred as a result of participating agencies' usage of this contract (i.e., freight charges, travel related expenses, etc.). Additionally, the Contractor may negotiate pricing adjustments (upwards or downwards) based upon the participating agency's usage/volume. The City shall not be responsible for any disputes arising out of transactions made by others.

The Contractor(s) will provide an electronic copy of the complete Contract to the City of Tucson Department of Procurement upon receipt of the Notice of Intent to Award. At the City's request, the successful Contractor(s) may also be requested to provide an electronic copy of the complete Contract to a participating agency.

2. **FOB DESTINATION FREIGHT PREPAID:** Prices shall be FOB Destination Freight Prepaid to the delivery location designated. Contractor shall retain title and control of all goods until they are delivered and the Contract of coverage has been completed. All risk of transportation and all related charges shall be the responsibility of the Contractor. All claims for visible or concealed damage shall be filed by the Contractor. The City will assist the Contractor in arranging for inspection.

3. **INSURANCE:** The Contractor agrees to:

- A. Obtain insurance coverage of the types and amount required in this section and keep such insurance coverage in force throughout the life of this Contract. All policies will contain an endorsement providing that written notice be given to the City at least ten (10) calendar days prior to termination, cancellation, or reduction in coverage in any policy.

- B. The Comprehensive General Liability Insurance and Comprehensive Automobile Liability Insurance policies will include the City as an additional insured with respect to liability arising out of the performance of this Contract. The Contractor agrees that the insurance hereunder will be primary and that any insurance carried by the City will be excess and not contributing.

- C. Provide and maintain minimum insurance limits as applicable.

Coverage Afforded

Limits of Liability

Workmen's Compensation
Employer's Liability

Statute
\$100,000

Comprehensive General
Liability Insurance
Including:
(1) Products & Completed
Operations

\$1,000,000 Bodily Injury
Combined Single Limit
\$100,000 Property Damage

(2) Blanket Contractual

Comprehensive Automobile

\$1,000,000 Bodily Injury Liability Insurance
Combined Single Limit
\$100,000 Property Damage

Including:

- (1) Non-Owned
- (2) Leased
- (3) Hired Vehicles

Contractor will present to the City written evidence (Certifications of Insurance) of compliance with Items A., B and C. above. Said evidence shall be to the City Procurement Director's satisfaction.

4. **TERM AND RENEWAL:** The term of the Contract shall commence upon award and shall remain in effect for a period of one (1) year, unless terminated, canceled or extended as otherwise provided herein. The Contractor agrees that the City of Tucson shall have the right, at its sole option, to renew the Contract for four (4) additional one-year periods or portions thereof. In the event that the City exercises such rights, all terms, conditions and provisions of the original Contract shall remain the same and apply during the renewal period with the possible exception of price and minor scope additions and/or deletions.
5. **PRICE ADJUSTMENT:** The City will review fully documented requests for price adjustment after any Contract has been in effect for one (1) year. Any price adjustment will only be made at the time of Contract renewal and/or extension and will be a factor in the extension review process. The City will determine whether the requested price adjustment or an alternate option, is in the best interest of the City. When evaluating requested price adjustments, the City will take into consideration the Producer Price Index (PPI), as published by the U.S. Department of Labor, Bureau of Labor Statistics in the latest PPI Detailed Report, for the following index:

Group 14: Transportation Equipment
Not Seasonally Adjusted
Item: Truck and bus bodies sold separately
Series ID: WPU141301

The PPI will serve as a "not to exceed" benchmark. The PPI information and detailed statistics including the current percentage changes can be accessed at www.bls.gov/ppi. To calculate the variance identify the last 18 months of PPI data and average the first 12 months (A) and the last 6 months (B). The variance = $(B - A) / A$.

Any agreed upon price adjustment will be effective upon the date of the executed contract extension.

STANDARD TERMS AND CONDITIONS

1. **ADVERTISING:** Contractor shall not advertise or publish information concerning this Contract without prior written consent of the City's Director of Procurement.
2. **AFFIRMATIVE ACTION:** Contractor shall abide by the provisions of the Tucson Procurement Code Chapter 28, Article XII.
3. **AMERICANS WITH DISABILITIES ACT:** The Contractor shall comply with all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101, et seq.) and applicable Federal regulations under the Act.
4. **APPLICABLE LAW:** This Contract shall be governed, and the City and Contractor shall have all remedies afforded to each, by the Tucson Procurement Code and the law of the State of Arizona. State law claims shall be brought only in Pima County Superior Court.
5. **ASSIGNMENT-DELEGATION:** No right or interest in this Contract shall be assigned by the Contractor without prior written permission of the City, and no delegation of any duty of the Contractor shall be made without prior written permission of the City's Director of Procurement. The City shall not unreasonably withhold approval and shall notify the Contractor of the City's position by written notice.
6. **CERTIFICATION OF COMPLIANCE WITH A.R.S. SEC. 35-393 ET SEQ.:** By signing this contract, the Contractor certifies that it does not have scrutinized business operations in Iran as required by A.R.S. sec. 35-393 et seq. If the City determines that the Contractor has submitted a false certification, the City may impose remedies as provided in the Tucson Procurement Code up to and including termination of this contract.
7. **CHILD/SWEAT-FREE LABOR POLICY:** The Contractor shall comply with all applicable provisions of the United States Federal and State Child Labor and Worker's Right laws and agrees if called upon to affirm in writing, that they, and any subcontractor involved in the provision of goods to the City, are in compliance.
8. **CLEAN UP:** The Contractor shall at all times keep the contract area, including storage areas used by the Contractor, free from accumulation of waste material or rubbish and, prior to completion of the work, remove any rubbish from the premises and all tools, scaffolding, equipment and materials not property of the City. Upon completion of the repair, the Contractor shall leave the work and premises in clean, neat and workmanlike condition.
9. **COMMENCEMENT OF WORK:** The Contractor is cautioned not to commence any billable work or provide any material or service under this Contract until Contractor receives purchase order or is otherwise directed to do so, in writing, by the City.
10. **CONFIDENTIALITY OF RECORDS:** The Contractor shall establish and maintain procedures and controls that are acceptable to the City for the purpose of assuring that no information contained in its records or obtained from the City or from others in carrying out its functions under the Contract shall be used by or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the Contract. Persons requesting such information should be referred to the City. Information pertaining to individual persons shall not be divulged other than to employees or officers of Contractor as needed for the performance of duties under the Contract, unless otherwise agreed to in writing by the City.
11. **CONTRACT AMENDMENTS:** The Procurement Department has the sole authority to:
 - A. Amend the contract or enter into supplemental verbal or written agreements;
 - B. Grant time extensions or contract renewals;
 - C. Otherwise modify the scope or terms and provisions of the contract.

This Contract shall only be modified with the approval of the Department of Procurement. Except in the case of a documented emergency, approval must be granted prior to performance. Any contract modification not explicitly approved by the Procurement Department through a written contract amendment or change order is performed at the sole risk of the Contractor and may not be eligible for payment by the City.

12. **CONTRACT:** The Contract shall be based upon the Request for Proposal issued by the City and the Offer submitted by the Contractor in response to the Request for Proposal. The offer shall substantially conform to the terms, conditions, specifications and other requirements set forth within the text of the Request for Proposal. The City reserves the right to clarify any contractual terms with the concurrence of the Contractor; however, any substantial non-conformity in the offer, as determined by the City's Director of Procurement, shall be deemed non-responsive and the offer rejected. The Contract shall contain the entire agreement between the City of Tucson and the Contractor relating to this requirement and shall

prevail over any and all previous agreements, contracts, proposals, negotiations, purchase orders, or master agreements in any form.

13. **DEFAULT IN ONE INSTALLMENT TO CONSTITUTE TOTAL BREACH:** Contractor shall deliver conforming materials in each installment or lot of this Contract and may not substitute nonconforming materials. Delivery of nonconforming materials, or default of any nature, may constitute breach of the Contract. Noncompliance may be deemed a cause for possible Contract termination.
14. **DUPLEXED/RECYCLED PAPER:** In accordance with efficient resource procurement and utilization policies adopted by the City of Tucson, the Contractor shall ensure that, whenever practicable, all printed materials produced by the Contractor in the performance of this Contract are duplexed (two-sided copies), printed on recycled paper and labeled as such.
15. **EXCLUSIVE POSSESSION:** All services, information, computer program elements, reports and other deliverables created under this Contract are the sole property of the City of Tucson and shall not be used or released by the Contractor or any other person except with prior written permission by the City.
16. **FEDERAL IMMIGRATION LAWS AND REGULATIONS:** Contractor warrants that it complies with all Federal Immigration laws and regulations that relate to its employees and complies with A.R.S. § 23-214(A) and that it requires the same compliance of all subcontractors under this Contract. Contractor acknowledges that pursuant to A.R.S. § 41-4401 and effective September 30, 2008, a breach of this warranty is a material breach of this Contract subject to penalties up to and including termination of this Contract. The City retains the legal right to audit the records of the Contractor and inspect the papers of any employee who works for the Contractor to ensure compliance with this warranty and the Contractor shall assist in any such audit. The Contractor shall include the requirements of this paragraph in each contract with subcontractors under this Contract.

If the Contractor or subcontractor warrants that it has complied with the employment verification provisions prescribed by sections 274(a) and 274(b) of the Federal Immigration and Nationality Act and the E-verify requirements prescribed by A.R.S. § 23-214(A), the Contractor or subcontractor shall be deemed to be in compliance with this provision. The City may request proof of such compliance at any time during the term of this Contract by the Contractor and any subcontractor.

17. **FORCE MAJEURE:** Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of Force Majeure. The term "Force Majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Force Majeure shall not include late performance by a subcontractor unless the delay arises out of a Force Majeure occurrence in accordance with this Force Majeure term and condition.

If either party is delayed at any time in the progress of the work by Force Majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practical, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be hand-delivered or mailed certified-return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by contract modification for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Contract.

18. **GRATUITIES:** The City may, by written notice to the Contractor, terminate this Contract if it is found that gratuities, in the form of entertainment, gifts, meals or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor, to any officer or employee of the City amending, or the making of any determinations with respect to the performing of such Contract. In the event this Contract is terminated by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold from the Contractor the amount of the gratuity.
19. **HUMAN RELATIONS:** Contractor shall abide by the provisions of the Tucson City Code Chapter 28, Article XII.
20. **INDEMNIFICATION:** To the fullest extent permitted by law, Contractor, its successors, assigns and guarantors, shall pay, defend, indemnify and hold harmless the City of Tucson, its agents, representatives, officers, directors, officials and employees from and against all allegations, demands, proceedings, suits, actions, claims, including claims of patent or copyright infringement, damages, losses, expenses, including but not limited to, attorney fees, court costs, and the cost of appellate proceedings, and all claim adjusting and handling expense, related to, arising from or out of or resulting from any actions, acts, errors, mistakes or omissions caused in whole or part by Contractor relating to work, services and/or products provided in the performance of this Contract, including but not limited to, any Subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable and any injury or damages claimed by any of Contractor's and Subcontractor's employees.

- 21. INDEPENDENT CONTRACTOR:** It is understood that each party shall act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other party for any purpose.

The Contractor shall not be entitled to compensation in the form of salaries, paid vacation or sick days by the City.

The City of Tucson will not provide any insurance coverage to the Contractor, including Worker's Compensation coverage. The Contractor is advised that taxes, social security payments, and other withholdings shall not be withheld from a City payment issued under this Contract and that Contractor should make arrangements to directly pay such expenses.

- 22. INSPECTION AND ACCEPTANCE:** All material or service is subject to final inspection and acceptance by the City. Material or service failing to conform to the specifications of this Contract shall be held at the Contractor's risk and may be returned to the Contractor. If returned, all costs are the responsibility of the Contractor. Noncompliance may be deemed a cause for possible Contract termination.
- 23. INTERPRETATION-PAROLE EVIDENCE:** This Contract is intended by the parties to be a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of this agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in the Contract. Acceptance or consent in the course of performance under this Contract shall not be relevant to determine the meaning of this Contract even though the accepting or consenting party has knowledge of the nature of the performance and the opportunity to object.
- 24. LICENSES:** Contractor shall maintain in current status all Federal, State, and local licenses and permits required for the operation of the business conducted by the Contractor as applicable to this Contract.
- 25. LIENS:** All materials, services, and other deliverables supplied to the City under this Contract shall be free of all liens other than the security interest. Security interest shall extinguish upon full payment made by the City. Upon the City's request, the Contractor shall provide a formal release of all liens.
- 26. NO REPLACEMENT OF DEFECTIVE TENDER:** Every tender of materials must fully comply with all provisions of this Contract. If a tender is made which does not fully comply, this shall conform to the termination clause set forth within this document.
- 27. NON-EXCLUSIVE CONTRACT:** Any contract resulting from this solicitation shall be awarded with the understanding and agreement that it is for the sole convenience of the City of Tucson. The City reserves the right to obtain like goods or services from another source when necessary.
- 28. OVERCHARGES BY ANTITRUST VIOLATIONS:** The City maintains that, in actual practice, overcharges resulting from antitrust violations are borne by the purchaser. Therefore, to the extent permitted by law, the Contractor hereby assigns to the City any and all claims for such overcharges as to the materials or services used to fulfill the Contract.
- 29. PAYMENT:** The City's preferred method of payment is via credit card. The City will issue a Purchase Order and, in some cases, either provide a credit card for payment at the time of ordering or pay subsequent invoices by credit card upon receipt of goods or services in good order. However, not all City employees will possess a credit card and, therefore, the City reserves the right to make payment by check as it deems necessary.
- Unless payment is made by credit card at time of order or point of sale, a separate invoice shall be issued for each shipment of material or service performed, and no payment shall be issued prior to receipt of material or service and correct invoice.
- The City shall make every effort to process payment for the purchase of materials or services within twenty-one (21) calendar days after receipt of materials or services and a correct invoice.
- 30. PROTECTION OF GOVERNMENT PROPERTY:** The Contractor shall use reasonable care to avoid damaging existing buildings, equipment, and vegetation (such as trees, shrubs, and grass) on City property. If the Contractor fails to do so and damages such property, the Contractor shall replace or repair the damage at no expense to the City, as determined and approved by the City's Director of Procurement. If the Contractor fails or refuses to make such repair or replacement, the City will determine a cost and the Contractor shall be liable for the cost thereof, which may be deducted from the Contract price.
- 31. PROVISIONS REQUIRED BY LAW:** Each and every provision of law and any clause required by law to be in the Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not

inserted, or is not correctly inserted, then upon the application of either party the Contract shall be amended to make such insertion or correction.

32. **RECORDS:** Internal control over all financial transactions related to this Contract shall be in accordance with sound fiscal policies. The City may, at reasonable times and places, audit the books and records of the Contractor and/or any subcontractors. Said audit shall be limited to this Contract.
33. **RIGHT TO ASSURANCE:** Whenever one party to this Contract has reason to question, in good faith, the other party's intent to perform, the former party may demand that the other party give a written assurance of this intent to perform. In the event that a demand is made and no written assurance is given within five (5) days, the demanding party may treat this failure as the other party's intent not to perform and as a cause for possible Contract termination.
34. **RIGHT TO INSPECT:** The City may, at reasonable times, and at the City's expense, inspect the place of business of a Contractor or subcontractor which is related to the performance of any Contract as awarded or to be awarded.
35. **RIGHTS AND REMEDIES:** No provision in this document or in the Contractor's proposal shall be construed, expressly or by implication, as a waiver by either party of any existing or future right and/or remedy available by law in the event of any claim, default or breach of contract. The failure of either party to insist upon the strict performance of any term or condition of the Contract, to exercise or delay the exercise of any right or remedy provided in the Contract or by law, or to accept materials or services required by this Contract or by law shall not be deemed a waiver of any right of either party to insist upon the strict performance of the Contract.
36. **SEVERABILITY:** The provisions of this Contract are severable to the extent that any provision or application held to be invalid shall not affect any other provision or application of the Contract which may remain in effect without the valid provision or application.
37. **SHIPMENT UNDER RESERVATION PROHIBITED:** No tender of a bill of lading shall operate as a tender of the materials. Non-compliance shall conform to the termination clause set forth within this document.
38. **SUBCONTRACTS:** No subcontract shall be entered into by the Contractor with any other party to furnish any of the material/service specified herein without the advance written approval of the City's Director of Procurement. All subcontracts shall comply with Federal and State laws and regulations which are applicable to the services covered by the subcontract and shall include all the terms and conditions set forth herein which shall apply with equal force to the subcontract, as if the subcontractor were the Contractor referred to herein. The Contractor is responsible for contract performance whether or not subcontractors are used.
39. **SUBSEQUENT EMPLOYMENT:** The City may terminate this Contract without penalty or further obligation pursuant to A.R.S. Section 38-511 if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract, on behalf of the City, is or becomes, at any time while the Contract or any extension of the Contract is in effect, an employee of, or a contractor to, any other party to this Contract with respect to the subject matter of the Contract. Termination shall be effective when written notice from the City's Director of Procurement is received by the parties to this Contract, unless the notice specifies a later time.
40. **TERMINATION OF CONTRACT:** This Contract may be terminated at any time by mutual written consent, or by the City, with or without cause, upon giving thirty (30) days written notice. The City, at its convenience, by written notice, may terminate this Contract, in whole or in part. If this Contract is terminated, the City shall be liable only for payment under the payment provisions of this Contract for services rendered and accepted material received by the City before the effective date of termination.

The City reserves the right to terminate the whole or any part of this Contract due to the failure of the Contractor to carry out any term or condition of the Contract. The City will issue a written ten (10) day notice of default to the Contractor for acting or failing to act as specified in any of the following:

In the opinion of the City, the Contractor provides personnel that do not meet the requirements of the Contract;

In the opinion of the City, the Contractor fails to perform adequately the stipulations, conditions or services/specifications required in this Contract;

In the opinion of the City, the Contractor attempts to impose personnel, materials, products or workmanship of an unacceptable quality;

The Contractor fails to furnish the required service and/or product within the time stipulated in the Contract;

In the opinion of the City, the Contractor fails to make progress in the performance of the requirements of the Contract;

The Contractor gives the City a positive indication that the Contractor will not or cannot perform to the requirements of the Contract.

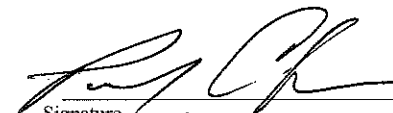
Each payment obligation of the City created by this Contract is conditioned upon the availability of City, State and Federal funds that are appropriated or allocated for the payment of such an obligation. If funds are not allocated by the City and available for the continued purchase of the services and/or materials provided under this Contract, this Contract may be terminated by the City at the end of the period for which funds are available. The City will endeavor to notify the Contractor in the event that continued service will or may be affected by non-appropriation. No penalty shall accrue to the City in the event this provision is exercised, and the City shall not be obligated or liable for any future payments due or for any damages as a result of termination under this paragraph.

- 41. TITLE AND RISK OF LOSS:** The title and risk of loss of material or service shall not pass to the City until the City actually receives the material or service at the point of delivery, unless otherwise provided within this Contract.
- 42. WARRANTIES:** Contractor warrants that all material or service delivered under this Contract shall conform to the specifications of this Contract. Mere receipt of shipment of the material or service specified and any inspection incidental thereto by the City shall not alter or affect the obligations of the Contractor or the rights of the City under the foregoing warranties. Additional warranty requirements may be set forth in this document.

REVISED PRICE PAGE

Item #	Description	Quantity	Unit Price	Extended Price
1.	Automated Side Load Bodies, as per specifications			
1a.	Side Load Body <i>DaDee MFG SCORPION 27ASL</i> Mfg./Model #	13 each	\$ <u>99025⁰⁰</u>	\$ <u>1,287,325⁰⁰</u>
			(SEE ADDITIONAL BREAKDOWN PAGE)	
1b.	Chassis Modifications	13 each	\$ <u>3100⁰⁰</u>	\$ <u>40,300⁰⁰</u>
1c.	Pick up / Delivery Charges	13 each	\$ <u>500⁰⁰</u>	\$ <u>6,500⁰⁰</u>
1d.	Fuel Charges	13 each	\$ <u>120⁰⁰</u>	\$ <u>1,560⁰⁰</u>
1e.	Level 1 Inspection (INCLUDED IN 1b.)	13 each	\$ <u>0</u>	\$ <u>0</u>
Item 1 Total			\$ <u>102,745⁰⁰</u>	\$ <u>1,335,685⁰⁰</u>
2.	Optional Items			
2a.	Extended Warranties Refuse body Hydraulic Cylinders		\$ <u>3500⁰⁰</u> \$ <u>2500⁰⁰</u>	
2b.	Sign Board Frames, per specifications <i>ROADWAY DISPLAY 36x95</i> Mfg./Model #	13 Each	\$ <u>975⁰⁰ PR.</u>	\$ <u>12,675⁰⁰</u>
2c.	Decal, per specifications	13 each	\$ <u>600⁰⁰ PR.</u>	\$ <u>7,800⁰⁰</u>

ALL OTHER PROVISIONS OF THE REQUEST FOR PROPOSAL SHALL REMAIN IN THEIR ENTIRETY.
 VENDOR HEREBY ACKNOWLEDGES RECEIPT AND UNDERSTANDING OF THE ABOVE AMENDMENT.


 Signature Date 9-23-10
 Paul Campbell
 Typed Name and Title

ARIZONA REFUSE SALES, LLC.
 Company Name
 1824 W. BROADWAY RD.
 Address
 PHOENIX AZ 85041
 City State Zip



1824 W Broadway Road
Phoenix, AZ 85041

Phone: 800-940-7467
FAX: 602-276-5470

PROPOSAL NUMBER: 110051
27 CUBIC YARD CAPACITY (excluding hopper area)
AUTOMATED SIDE LOAD REFUSE BODIES

REVISED PRICE PAGE additional breakdown

Item 1a Price Page
SIDE LOAD BODY

Unit Price	\$89,000
3 Year Warranty (High Pressure Filter Kit)	5,500
10# Fire Extinguisher	125
Tool Box	600
Flare Kit	75
30 VAC Light Kit	450
Chock Holder	150
Shovel & Broom Holder	150
2 Year Body Warranty	2500
Oil Temperature Sensor	400
Tailgate View Tabs	75
TOTAL	\$99,025

Item 2a Price Page
EXTENDED WARRANTIES

TOTAL 5 Year Cylinder Warranty: \$2,500
TOTAL 5 Year Body Warranty: \$3,500



1824 W Broadway Road
Phoenix, AZ 85041

Phone: 800-940-7467
FAX: 602-276-5470

Arizona Refuse Sales Service and Support Organization

Sales, Parts, and Service:

1824 W. Broadway Rd.
Phoenix, Arizona 85041
Phone: 800-940-7467

Hours of Operation:
7:00 a.m. to 4:30 p.m. MST

Paul Campbell, Owner, SALES, PROJECT MANAGER

pcampbell@azrefusesales.com
pcampbell@dadeemfg.com

Over 35 years of experience in the Engineering, Design & Manufacturing of refuse and waste handling equipment. Current owner of Arizona Refuse Sales, LLC and DaDee Manufacturing, LLC

Jim McCauley, SERVICE, WARRANTY & PARTS MANAGER

jmccauley@azrefusesales.com

12 years of experience in the areas of Service, Warranty and Parts of refuse and waste handling equipment.

Merle Gossman, SALES

mgossman@azrefusesales.com

8 years of experience with Arizona Refuse Sale as Sales Associate. Retired from the City of Casa Grande as the Fleet Manager prior to joining ARS

Ron Alderfer, Director of Engineering, QUALITY ASSURANCE

ralderfer@azrefusesales.com

5 years of experience with Arizona Refuse Sales and DaDee Manufacturing. Extensive experience in mechanical and structural design. Mechanical Engineering Degree.

Wendell Perkins, Technical Engineer, QUALITY ASSURANCE

wperkins@azrefusesales.com

35 years of experience in the Engineering, Design & Manufacturing of refuse and waste handling equipment. 12 years with Arizona Refuse Sales, LLC and DaDee Manufacturing, LLC

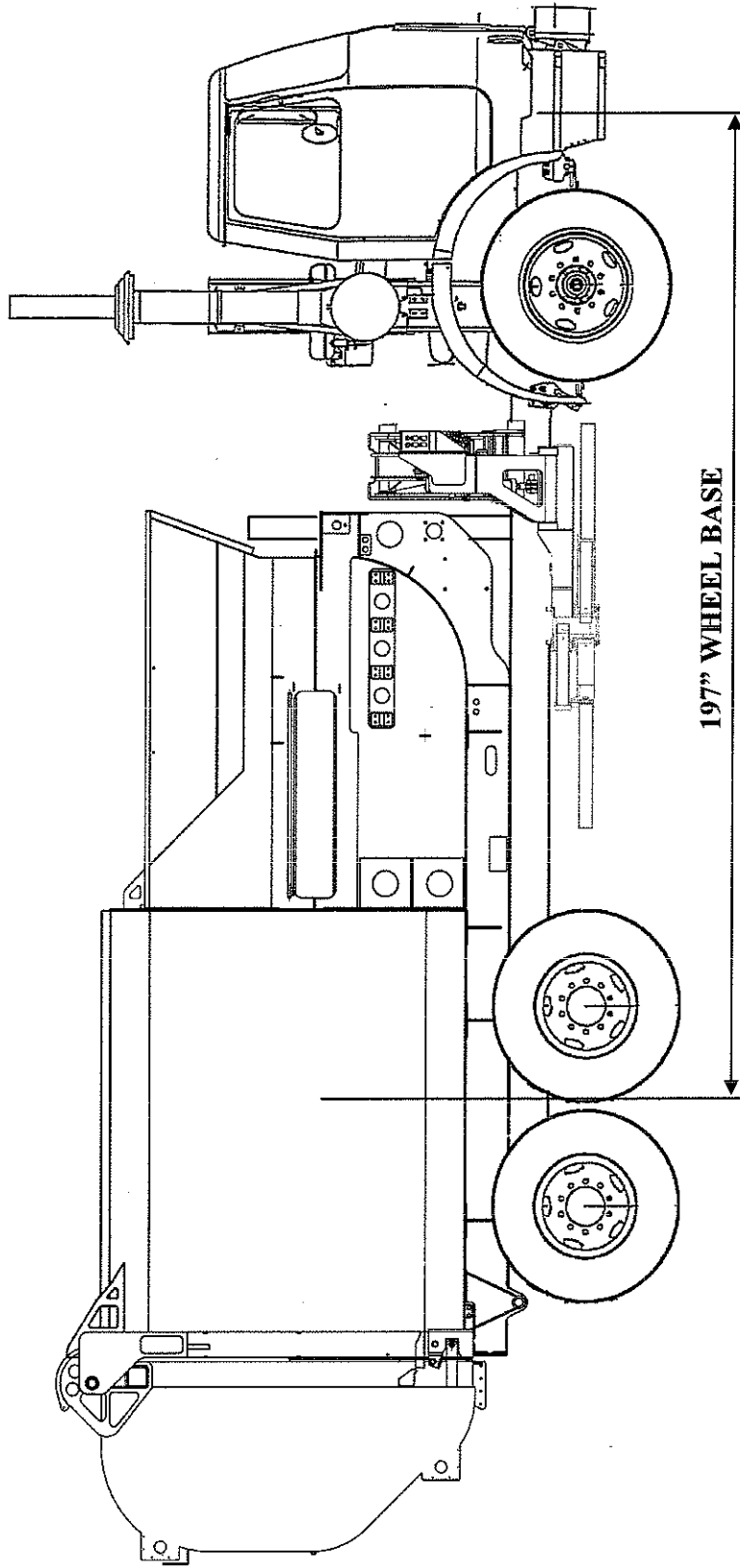
(6) Qualified and factory trained service personnel are employed by DaDee Manufacturing.

SCORPION ASL LADDER AND SAFETY INTERLOCKS

The Scorpion ASL utilized the Parker IQAN Integrated control system. The system ties into the chassis engine controller through the J1939 signal. RPM, Neutral, Drive, Reverse, & MPH functions are used to control various interlock set points and alarms on the Scorpion ASL.

- **THE MAIN POWER SWITCH turns PUMPS OFF**
- **PUMPS TURN OFF and PACKING SYSTEM is DISABLED when the ladder is DOWN. A Warning Screen comes up on the IQAN Control Module indicating Ladder Down**
- **THE AUTOPACK SYSTEM operates in drive gear only**
- **ARM operates in drive or neutral gears**
- **ARM OUT INTERLOCK**
- **THE ASL ARM will not go UP when the GRABBERS are OPEN**
- **THERE IS NO ARM FUNCTION above 900 RPM except RELEASE and IN functions and in drive gear**
- **JOYSTICK and LST SWITCHES will not operate at the same time**
- **NO ARM FUNCTION when the BODY is advancing to or in the UP position**
- **IN-CAB ALARM SOUNDS if the ARM is OUT and or GRABBERS CLOSING and the truck engine speed exceeds 900 RPM. A Warning Screen comes up on the IQAN Control Screen Indicating LOADER ARM OUT.**
- **IN-CAB ALARM SOUNDS when TAILGATE is OPENING. A VISUAL FLASHING IMAGE appears on the IQAN Control Screen when TAILGATE is OPENING.**
- **IN-CAB ALARM SOUNDS when BODY is going UP. A VISUAL FLASHING IMAGE appears on the IQAN Control Screen when BODY is going UP.**
- **IN-CAB ALARM SOUNDS when SYSTEM VOLTAGE drops below 11.1 VOLTS**
- **EXTERNAL BODY ALARM sounds when BODY is going UP**
- **EXTERNAL BODY ALARM sounds when TAILGATE is OPENING**

SCORPION 27 ASL
PETERBILT CHASSIS



Chassis & Body
Payload
TOTAL

17,086
17,283
34,369

Chassis & Body
Payload
TOTAL

34,000
17,550
51,550

650# cu yd

Chassis & Body
Payload
TOTAL

16,914
267
17,181

197" WHEEL BASE

DaDee - Scorpion - Pre Delivery Check List

Customer:

Truck Serial #:

Date:

Body/Chassis

Item #	Description	Value	Initials	Initials	Notes
1	Body Prop In Place	n/a			
2	Tailgate Props In Place	n/a			
3	Truck is Lubricated	n/a			
4	Body Wire Routing	n/a			
5	Chassis Wire Routing	n/a			
6	Adjust/ Tighten Body Prox's	n/a			
7	Serial Plates installed	n/a			
8	Body Up/Down operates correctly	n/a			
9	Tailgate Up/Down operates correctly	n/a			

Loader Arm

Item #	Description	Value	Initials	Initials	Notes
1	Arm Hose Routing	n/a			
2	Arm Wire Routing	n/a			
3	Adjust/ Tighten Arm Prox's	n/a			
4	Zero Dump Rotary Sensor	n/a			
5	Zero Main Arm Rotary Sensor	n/a			
6	Adust Full Up Arm Angle	n/a			
7	Adjust Dump Complete Angle	n/a			
8	Adjust Arm Ramp Down Angle	n/a			
9	Check arm in at full out position	n/a			
10	Check Arm Pressures				Grip Release should be 2700psi
11	Check Arm Speed				Speed should be between 7-8 sec
12	Adjust Dump Arm Droop with 5/8 Adjuster Bolts	n/a			Adjust with Grabbers open (No Up/Down Motion)
13	Hose Track Fixed End in correct position	n/a			Attached to Outer Arm

Slider

Item #	Description	Value	Initials	Initials	Notes
1	Zero Blade Rotary Sensor	n/a			
2	Check for Slider Chatter	n/a			
3	Check/Set Sweep and Slide Cylinder Stroke	n/a			
4	Test Packer Auto Cycle	n/a			Operates Smooth and 2 cycles

Lights/Camera

Item #	Description	Value	Initials	Initials	Notes
1	Check Brake Lights	n/a			
2	Check Running Lights	n/a			
3	Check Turn Signals	n/a			

4	Check Strobe Lights	n/a			
5	Check Work Light	n/a			
6	Check Camera operation, adjustment	n/a			

Hydraulics

Item #	Description	Value	Initials	Initials	Notes
1	Body Hose Routing	n/a			
2	Chassis Hose Routing	n/a			
3	Arm Hoses/Tubes/Adapters tightened and marked	n/a			
4	Body Hoses/Tubes/Adapters tightened and marked	n/a			
5	Chassis Hoses/Tubes/Adapters tightened and marked	n/a			
6	Bleed Hoist Cylinder	n/a			
7	Set Packer Pressure				Sweep Up should be 3000psi
8	Check Hydraulic Oil Level	n/a			Middle of Sight Gage/ cyl. Full retract
9	In-Out Cylinder Serial #				
10	Grip Cylinder Serial #				
11	Dump Cylinder Serial #				
12	Lift Cylinder Serial #				
13	Hoist Cylinder Serial #				
14	Sweep Cylinder (Curb Side) Serial#				
15	Slider Cylinder (Curb Side) Serial#				
16	Tailgate Cylinder (Curb Side)Serial#				
17	Sweep Cylinder (Street Side) Serial#				
18	Slider Cylinder (Street Side) Serial#				
19	Tailgate Cylinder (Stree Side) Serial#				
20	Pump Serial#				
21	PTO Serial#				
22	V20 Valve (Arm) Serial#				
23	V35 Valve (Packer) Serial#				
24	Check to See Pump Solenoids in correct position	n/a			

Cab

Item #	Description	Value	Initials	Initials	Notes
1	In-Cab Labels installed and Height of Truck correct	n/a			Height is ground to top of TG Cable +2"
2	Check Joystick Functions	n/a			
3	Check LST Functions	n/a			
4	Correct Options Set in Program	n/a			

Safety Features

Item #	Description	Value	Initials	Initials	Notes
1	Body Labels installed	n/a			
2	Chassis Labels installed	n/a			
3	Check All Alarms and Buzzers	n/a			Body Up, TG Up, Arm Out/Gripper Out at 900RPM
4	Check to see that Autopack doesn't operate in Neutral	n/a			
5	Check Warning on MD3 when Ladder is down	n/a			
6	Check Arm Out Warning on MD3	n/a			Arm or Grippers Out and above 900RPM



1824 W Broadway Road
Phoenix, AZ 85041

Phone: 800-940-7467
FAX: 602-276-5470

September 23, 2010

RE: RFP 110051
27 CUBIC YARD CAPACITY (excluding hopper area) Automated Side Load Refuse Bodies

DELIVERY SCHEDULE

PROJECTED DELIVERY BASED ON Purchase Order Executed October 1, 2010

Timeline consideration based on \$800.00 per day penalty specified within RFP

- A) One unit per week delivered beginning October 25, 2010
- B) One unit per week delivery excluding holidays

DaDee - Scorpion Automated Side Loader Operations and Maintenance Training Outline

General Component Overview

- ◆ Tailgate
- ◆ Hopper
- ◆ Packing Mechanism
- ◆ Blade Removal/Install
- ◆ Body Hydraulics
- ◆ Arm Valve
- ◆ Packer Valve
- ◆ Pump/PTO
- ◆ Sweep/Slide Cylinders
- ◆ Tailgate Cylinders
- ◆ Hoist Cylinders
- ◆ Loader Arm Cylinders
- ◆ Oil Tank
- ◆ Loader Arm Components

Hydraulic Controls Overview and Operation

- ◆ General Operation
- ◆ Master Module – MD3
- ◆ Joystick and LST Switches
- ◆ Expansion Modules – XA2
- ◆ Rotary Sensors
- ◆ Junction Block
- ◆ Proximity Switches
- ◆ Controls Flow Chart
- ◆ System Off/Main Page
- ◆ Function Page
- ◆ Arm Page
- ◆ Tailgate Page
- ◆ Body Page
- ◆ Packer Page
- ◆ Maintenance Pages
- ◆ Measure Group Page
- ◆ Measure Example
- ◆ Adjust Group Page
- ◆ Adjust Group Example
- ◆ Can Counter Reset
- ◆ Ladder Down and Options Pages

Rotary Sensor Replacement and Calibration

- ◆ Rotary Sensors Locations
- ◆ Rotary Sensor Installation
- ◆ Main Arm Rotary Sensor Installation
- ◆ Dump Arm Rotary Sensor Installation
- ◆ Blade Rotary Sensor Installation
- ◆ Rotary Sensor Calibration



1824 W Broadway Road
Phoenix, AZ 85041

SCORPION Automated Side Loader
NEW EQUIPMENT ONE YEAR LIMITED WARRANTY

DaDee Manufacturing warrants the SCORPION Automated Side Loader to be free from defects in material and workmanship under normal use for a period of **one year from ORIGINAL IN SERVICE DATE** as documented on the **Ownership REGISTRATION** form, only when the unit has been properly serviced, and maintenance has been performed as described in the SCORPION ASL Parts and Operations/Maintenance Manual. Failure to comply with the then current Warranty Policy and Procedures may, in discretion, invalidate this Warranty in its entirety or invalidate any individual warranty claim.

Before ANY warranty can be allowed on any new equipment the **completed, signed and dated Ownership REGISTRATION** form with **ORIGINAL IN SERVICE DATE** must be on file with DaDee Mfg.

This warranty is expressly limited to the repair or replacement of any component or part thereof, on any SCORPION ASL that is proven to DaDee Mfg's satisfaction to have been defective in material or workmanship. Such components or parts thereof, shall be repaired or replaced without cost to the unit Owner for parts and labor provided unit is returned for such repair or replacement to an authorized DaDee Mfg distributor, or such other place as may be designated by DaDee Mfg within one year from the date the unit was put into service by the original Owner. DaDee Mfg makes no warranty on products manufactured by others, and supplied by us, the same being subject to warranties, if any, of their respective manufacturers. **Additional information on the three year leak free warranty on the hydraulic tubes and fittings is provided by Parker Hannifin.**

Any **service parts** sold by DaDee Mfg shall carry a one year limited warranty for replacement only (labor not included) providing the factory inspection reveals a material or workmanship defect. DaDee Mfg reserves the right to make changes in the design or make additions to or improvement on its products without creating any obligation for installation in previously manufactured units.

In no event, regardless of the form of action, whether in contract or in tort, including but not limited to negligence, product liability or strict liability, shall DaDee Mfg be liable for incidental or consequential damages, including but not limited to, loss of profits, products, down time, temporary replacement cost or any other direct, indirect, special, or punitive damages, including attorneys' fees. In no event shall DaDee Mfg be liable for any loss, damage, claim, cost or expense, including attorneys' fees, arising from or related to any leak or spill of hydraulic fluid or any hazardous material (as defined under any applicable Federal, State or Local statute, regulation or the like) or the failure to properly dispose of hydraulic fluid or any hazardous material. The Owner of the unit agrees to defend and hold DaDee Mfg harmless from any loss, damage, claim, cost or expense, including attorneys' fees arising from or related to any environmental or hazardous material claim.

Other than extension of the warranty period under purchased **DaDee Mfg's Extended Warranty Program**, no employee or representative is authorized to change this warranty in any way or grant any other warranty. This is the sole and exclusive warranty offered by DaDee Mfg.

THIS WARRANTY supersedes and is in lieu of all other warranties expressed or implied. All other warranties whether expressed or implied, including but not limited to the implied warranty of merchantability, fitness for a particular purpose and non-infringement are hereby disclaimed. The remedies provided in this warranty are exclusive remedies available and are limited to repair and replacement of the nonconforming parts.

Parker & DaDee

A Partnership in Dry Technology

This Scorpion Takes the Sting Out of Rubbish Collection

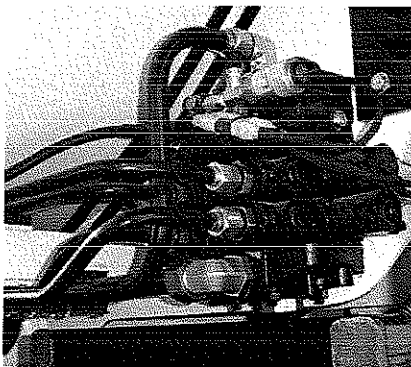
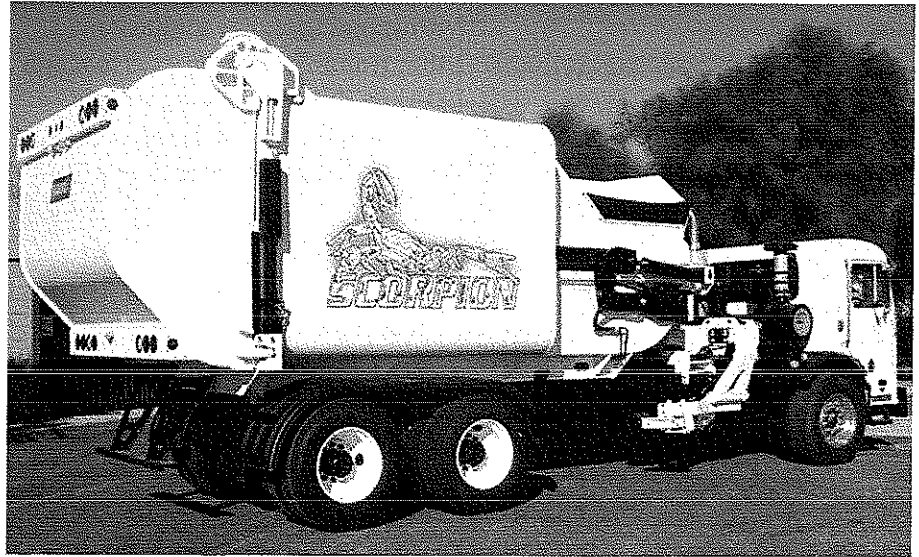
It's time to add another Scorpion to the 32 different scorpion species indigenous to Arizona.

This one, an automated sideloader refuse truck manufactured by DaDee Manufacturing, takes the sting out of rubbish collection, and has already grabbed the attention of municipalities in Arizona and several other states.

This product was created as a result of the combined efforts of the staffs of DaDee Manufacturing and Arizona Refuse Sales. The design concept was based on input from their customers, "to keep it simple, smooth and durable."

The design also incorporates the changing need for new engine emission features, alternate fuel systems and lower horsepower draw on an existing chassis for better fuel consumption. This is all possible due to the hydraulic system design creating less wasted energy which equates to less heat and less hydraulic maintenance.

By outfitting the Scorpion with Genuine Parker Parts (GPP) and its leak-free warranty, it also takes the sting out of a financial bite to municipalities that purchase the vehicle. With GPP, the Scorpion uses Parker Hannifin fluid connectors



installed following Parker guidelines. The result is Parker guarantees end-user customers that equipment will be free of hydraulic plumbing leaks for three years.

The Scorpion program was a joint effort of DaDee Mfg., the Systems Integration Division of distributor

Controlled Motion Solutions and Parker. The team used Parker components to create a smooth-operating hydraulic system. One of its key components is Parker's state-of-the-art IQAN electronic control which monitors and controls the hydraulic system.

The Scorpion automated sideloader is manufactured for today's demands for performance, dependability and longevity.

It is not, "just another sideloader."



ENGINEERING YOUR SUCCESS.



1824 W Broadway Road
Phoenix, AZ 85041

Phone: 800-940-7467
FAX: 602-276-5470

WARRANTY CLAIMS PROCEDURE

When contacted by a customer, the warranty administrator initiates a 'Customer Claim' and assigns a sequential number. All pertinent information is entered into the Warranty Spreadsheet. Using the Claim Number assigned, a Warranty Work Order and a Vendor Return (if required) are completed. The Claim Number remains consistent on all three documents.

The Warranty Work Order is then reviewed and it is determined what action is required to address the issues.

If the customer requires information or other forms of assistance, a staff member (i.e. engineering, service) will contact the customer to insure their needs are understood and the appropriate action is taken. If it is determined that a technician is required at the customer facility to resolve a specific issue, a Field Service Work Order will be initiated and a technician will be dispatched at the earliest possible time.

If parts are requested, they are forwarded at the earliest possible time, generally the same day. If the parts were issued from Consignment Stock, as indicated on the Purchase Order, replacement parts are forwarded to replenish that item. These are forwarded on a zero dollar invoice.

The defective parts are then returned / picked-up, so they can be reviewed by the Warranty Review Team or forwarded to the respective vendor for their review.

After review, if the parts are determined to be defective in nature, no invoice will follow and a labor credit* will be issued, providing, the labor was done at a designated facility. No labor credit is issued for work performed at ARS facility. If the parts are determined to have been damaged either by accident or neglect, then an invoice would be initiated for the cost of the replacement parts and no labor credit would be issued.

* Warranty Labor is paid based on a predetermined hourly rate.

Warranty Manager: Jim McCauley

Phone: 602-276-4390
Fax: 602-276-5470
e-mail: jmccauley@azrefuse.com



ARIZONA REFUSE SALES, LLC

Field Service Work Order

1824 W Broadway Road
Phoenix, AZ 85041

Phone: 800-940-7467
FAX: 602-276-5470

WORK ORDER

Failure Date:
City Unit #
Body Serial #

Requested By:
Email:
Customer:
Address:
City: State: ZIP:
Phone: FAX:

Service Issue:

Service Description and Recommendations:

PARTS:

QTY	Part Number	Description

TRAVEL TIME: _____ HRS _____ MIN ON-SITE LABOR: _____ HRS _____ MIN

Travel Time Billing Rate: \$65.00 per hour during regular business hours
On-Site Labor Rate: \$95.00 per hour regular business hours
(Travel and service time is billed to 15 minute increments.)

TECHNICIAN'S SIGNATURE _____

SERVICE DATE _____ CUSTOMER SIGNATURE _____



ARIZONA REFUSE SALES, LLC

**SCORPION ASL
Warranty Work Order**

1824 W Broadway Road
Phoenix, AZ 85041

Phone: 800-940-7467
FAX: 602-276-5470

WARRANTY CLAIM #

Failure Date:
City Unit #
Body Serial #
W/O #

Requested By:
Email:
Customer:
Address:
City: State: ZIP:
Phone: FAX:

Service Issue or Complaint:

Steps to Resolve Issue or Complaint:

QTY	Part Number	Description

RETURNED PARTS ~Packing Slip

Notes:

	Date Items Returned:
	Work Performed By:
	Shipped By:
	Shipped VIA:

QTY	Part Number	Description

CUSTOMER Labor If Any:

SIGNATURE: _____



ARIZONA REFUSE SALES, LLC

WARRANTY Review Vendor Return

1824 W Broadway Road
Phoenix, AZ 85041

Phone: 800-940-7467
FAX: 602-276-5470

WARRANTY CLAIM

Customer:
City Unit #
Body Serial #
W/O #
Failure Date:

Reviewed By (ARS):

ARS Approved

ARS Denied

Vendor:

Address:

City

STATE ZIP

Phone:

FAX:

Vendor Approved

Vendor Denied

PARTS USED IN REPAIR AND COSTS

QTY	Part Number	Description	Unit Cost	Extended Cost

PARTS RETURNED

QTY	Part Number	Description

Customer Approved Credit:

Credit Amount:

Notes:



1824 W Broadway Road
Phoenix, AZ 85041

Phone: 800-940-7467
FAX: 602-276-5470

RECOMMENDED CONSIGNMENT INVENTORY & COSTS

<u>PART NUMBER</u>	<u>DESCRIPTION</u>	<u>PRICE</u>
<u>HOSES</u>		
0001-02-0770	HOSE 1, LIFT EXTEND	\$40.84
0001-02-0771	HOSE 2, LIFT EXTEND	\$23.27
0001-02-0772	HOSE 1, LIFT RETRACT	\$36.11
0001-02-0773	HOSE 2, LIFT RETRACT	\$22.91
0001-02-0774	HOSE 1, DUMP/GRIP	\$39.43
0001-02-0775	HOSE 2, DUMP/GRIP	\$35.66
0001-02-0777	HOSE 3, DUMP/GRIP	\$36.69
0001-02-0779	HOSE, DUMP, RETRACT	\$33.53
0001-02-0780	HOSE 1, DUMP EXTEND	\$35.63
0001-02-0783	HOSE 3, DUMP/GRIP	\$39.93
0001-02-0785	HOSE, DUMP, EXTEND	\$29.46
0001-02-0791	HOSE, GRIP, EXTEND	\$35.47
0001-02-0792	HOSE 1 GRIP RETRACT	\$35.91
0001-02-0797	HOSE, GRIP, RETRACT	\$31.96
0001-02-0798	HOSE 1, IN EXTEND	\$38.87
0001-02-0799	HOSE 2, OUT EXTEND	\$29.46
0001-02-0800	HOSE 1, IN RETRACT	\$35.36
0001-02-0801	HOSE 2, IN EXTEND	\$37.39
0001-02-1050	HOSE, TAILGATE, EXT/RET	\$34.46
0001-02-1052	HOSE, BODY, EXTEND	\$44.41
0001-02-1055	HOSE, DRAIN, ARM VALVE	\$37.66
0001-02-1171	HOSE, GRIP, RETRACT	\$30.00
0001-02-1172	HOSE, GRIP, EXTEND	\$27.77
0002-02-0979	HOSE, SWEEP	\$58.87
<u>CYLINDERS</u>		
0005-01-0978	CYL., TAILGATE	\$681.15
0008-01-0366	CYL., ARM LIFT	\$1,250.00
0009-01-0361	CYL., IN / OUT	\$1,037.50
0029-01-0497	CYL., SWEEP	\$1,195.83
0030-01-0509	CYL., SLIDER	\$1,304.17
0035-01-0670	CYL., GRIP	\$620.37
0036-01-0671	CYL., DUMP	\$620.37
<u>HARNESSES</u>		
0037-24-0969-1	BLADE ROT. SENS. HARNESS	\$27.08
0037-24-0969-2	MAIN ROT. SENS. HARNESS	\$22.75
0037-24-0969-3	DUMP ROT. SENS. HARNESS	\$42.67
0037-24-0971-8	EXTEND PROX. HARNESS	\$38.33
0037-24-0971-9	RETRACT PROX. HARNESS	\$35.00
0039-24-1017-1	IN / OUT PROX. HARNESS	\$49.32
0039-24-1017-2	GRIP PROX. HARNESS	\$49.32

CONTINUED:

RECOMMENDED CONSIGNMENT INVENTORY & COSTS

<u>PART NUMBER</u>	<u>DESCRIPTION</u>	<u>PRICE</u>
<u>HYDRAULIC</u>		
0032-33-0690	PUMP, FRONT MOUNT	\$2,739.13
0032-33-1109	PUMP, PTO MOUNT	\$2,739.13
0032-33-1206	PTO	\$728.44
<u>MISC. PARTS</u>		
0003-03-0943	BELT, SET, COMPLET	\$56.25
0003-10-1014	SPRING, GRIP	\$115.86
0003-11-0687	WLDMT, GRABBER FRONT	\$468.60
0003-11-0689	WLDMT, GRABBER REAR	\$476.50
0010-10-0595 / 0596	SEAL, TAILGATE	\$18.47
0019-10-0128	HOPPER RUBBER	\$61.64
0024-11-0271	WLDMT., DUMP ARM	\$2,221.54
0031-20-0695	JOYSTICK	\$637.67
0031-20-0696	IQAN MODLE, XA2	\$1,129.33
0031-20-1115	SWITCH, ROCKER, RED	\$8.32
0031-20-1116	SWITCH, ROCKER, BLK.	\$8.33
0031-23-0707	SWITCH, PROX.	\$40.58
0047-24-1212	SWITCH, ROCKER, LST	\$143.83
0031-23-0712	SENSOR, ROTARY	\$135.18
0032-30-0955	SOLENOID, VALVE, V20-V35	\$135.71
0032-30-1060	BREATHER	\$32.86
0032-37-0912	ELEMENT, FILTER	\$143.43
0032-37-1112	HIGH PRESS. FILTER, ELEM.	\$118.57
0034-10-0650	BUMPER, ARM	\$11.46
0034-10-0684	CARRIER, HOSE ASSY.	\$336.71
0034-12-0666	2" SPHERICAL BEARING	\$24.29
0034-14-0658	BEARING, CARRIER, ARM	\$15.29
0034-14-0860	V-ROLLER	\$120.71
0034-14-1057	BUSHING, TAILGATE LOCK	\$8.84
SV-523	CABLE, CAMERA	\$64.29
SV-620KIT	CAMERA, COLOR	\$458.33

SCORPION RECOMMENDED MAINTENANCE SCHEDULE

Preventative maintenance involves visual inspection of mechanical, electrical and hydraulic components, assemblies, and filters. The lubrication, adjustments, and replacement of filters should be performed when indicated by the maintenance schedule AS WELL AS when visual inspection indicates.

PREVENTATIVE MAINTENANCE CHART

COMPONENT/ SYSTEM	SERVICE / CHECK			
	DAILY 8 HRS	WEEKLY 40 HRS	MONTHLY 200 HRS	ANNUALLY 2000 HRS
Hydraulic System	X			Check oil level in tank & refill
		X		Check cylinders, pump & system for leaks; repair/replace if necessary
			X	*Replace filter
			X	Replace tank breather
			X	Drain, flush & refill, change filter
Lights & Wiring	X			Check for proper operation
Operator's Controls	X			Check for proper operation
Front Mount Pump Power Take Off (if so equipped)		X		Check seals for leaks & operation
Grease Fittings		X		See Grease Fitting Locations 4-2
Packing Mechanism	X			Check for proper operation
		X		Check Packer V-Rollers
Arm Mechanism	X			Check for proper operation
		X		Check Arm Rollers
Body Pivot Pins		X		Check for proper operation
Hoist Cylinder Pin		X		Check for proper operation

***Replace high pressure and return line filters after first 30 days of operation. Replace every 90 days thereafter, or when indicated by visual indicators.**

OPTIONAL EQUIPMENT

PART #	DESCRIPTION	PRICE
<input type="checkbox"/> PT01	Two Tone Paint (Zero VOC Powder Coat)	\$2,500.00
<input type="checkbox"/> PT02	Paint Stripe	\$1,000.00
<input type="checkbox"/> AWPT	Adverse Weather Pre-Treat	\$1,500.00
<input type="checkbox"/> SGN1	Roadway Display Sign Frames (one each side)	\$975.00
<input type="checkbox"/> DEC1	95.5" x 31.5" 3M Metromark Transit Graphics Vinyl decals (one each side)	\$600.00
<input type="checkbox"/> CAM1	Zone Defense Camera System With DVR and 5 Year Warranty (Would Replace Standard Dual Camera System)	\$600.00 (cost add)
<input type="checkbox"/> TB24	Tool Box (18" x 18" x 24") (each)	\$600.00
<input type="checkbox"/> TB36	Tool Box (18" x 18" x 36") (each)	\$650.00
<input type="checkbox"/> FEX1	10 lb. Fire Extinguisher & Mounting Bracket	\$125.00
<input type="checkbox"/> FEX2	20 lb. Fire Extinguisher & Mounting Bracket	\$175.00
	Tool Holders	
<input type="checkbox"/> TH01	Broom, Shovel or Rake	\$125.00
<input type="checkbox"/> TH02	Cone	\$150.00
<input type="checkbox"/> TH03	Chock	\$150.00
<input type="checkbox"/> WRS2	Two Year Body and Arm Structure Warranty	\$2,500.00
<input type="checkbox"/> WRH3	Three Year Hydraulic System Warranty (Pumps, Valves, Cylinders) <i>*Includes Pressure Filter Kit</i>	\$5,500.00
<input type="checkbox"/> WRH5	Five Year Cylinder Warranty <i>*Includes Pressure Filter Kit</i>	\$6,500.00
<input type="checkbox"/> PRES	Pressure Filter Kit	\$4,500.00
<input type="checkbox"/> DISC1	Hydraulic Fluid Quick Disconnect Kit	\$600.00
<input type="checkbox"/> TEMP	Hydraulic Oil Temperature Sensor	\$400.00
<input type="checkbox"/> LEV1	Hydraulic Oil Level Sensor	\$300.00
<input type="checkbox"/> LEV2	Hydraulic Oil Leak Detection System	\$1,800.00
<input type="checkbox"/> TAG1	Tag Axle Control Kit	\$3,800.00
<input type="checkbox"/> LTK1	Three Light Flashing Kit on Tailgate tied to Brakes	\$450.00

*All prices are subject to change without notice
SEPT 2010

Product Bulletin

METROMARK™ - Transit Graphics Vinyl

Page # 1

A 3.5-mil matte white flexible polymeric opaque vinyl film coated with 200-4996 removable acrylic pressure-sensitive adhesive on a 90# layflat liner with the MetroMark™ logo. This film is designed to accept a variety of UV curable and solvent-based inks and is available topcoated for use with offset, letterpress and enamel inks.

- Applications** Temporary product markings, temporary point of purchase decals, temporary transportation advertising systems and tri-vision indoor/outdoor billboard displays.
- Product Variations** This product is available top coated for improved adhesion of enamel, flexographic, offset, and letterpress ink systems.
- Temperature Ranges** Minimum application temperature is +40°F. Service temperature is -40°F to +180°F.
- Expected Exterior Exposure** Removable for up to one year from most smooth original equipment finishes with little or no residue remaining on the finish.
- Substrate Recommendation** MetroMark™ films are designed for use on smooth, flat substrates. The product should not be applied over rivets or corrugated surfaces. Gaps between two panels must be sealed before applying MetroMark™ Vinyl. Up to three layers may be applied provided the original MetroMark® signage has been applied six months or less. If layering, must test adhesion of top decal to the printed surface. Some inks and clear over-prints contain slip agents that may reduce adhesion.
- Substrate Protection** MetroMark™ will not damage the painted surface on stable OEM or repainted motor coach surfaces.
Note: Stable paint surface is defined as a positive paint bond between paint and paint receptive surface of at least 320 ounces per inch peel adhesion.
- Printing Methods** Screen Process, Flexographic, Offset, Electrostatic, Letterpress, Solvent Ink Jet, UV Ink Jet systems can be used to decorate MetroMark™ Vinyl. Topcoating may be required for certain ink chemistries. Test compatibility with MetroMark™ Vinyl prior to production.
- Humidity Resistance** Excellent.



*Manufacturer of Pressure Sensitive Films,
Traffic Graffice Floor Advertising Films,
Custom Coatings and Printing Inks.*

309 S. Union • P.O. Box 158 • Sparta, Michigan 49345 • (616) 887-7387 • (800)253-3664 • FAX (616)887-0537
Web Site: www.generalformulations.com • e-mail: gfiinfo@generalformulations.com

We believe the information on this product to be accurate. However, since we cannot anticipate or control the conditions under which this information or our products may be used, we cannot guarantee results obtained through their use. Tests of our products should be made by users to determine the suitability of these products for a specific purpose. The products are sold without warranty, either express or implied. The purchaser should refer to General Formulations, Inc's Price List for Terms and Conditions or Sale, Including Disclaimer of Warranties and Limitation of Liability.

Scorpion ASL Municipal Owners

City of Casa Grande*Keith Swearingen*

510 E Florence Blvd

Casa Grande, AZ 85222

Phone: 520-421-8615

FAX: 520-836-5910

SOLD: 4 Units: Scorpion ASL 27 yd**1 unit August 2009****3 units 2010****City of Scottsdale***Danny Johnson*

9191 E San Salvador Dr

Scottsdale, AZ 85258

Phone: 480-312-5575

FAX: 480-312-5569

SOLD: 1 Unit: Scorpion ASL 27 yd**December 2009****City of Tombstone***Robert Reams*

PO Box 339

Tombstone, AZ 85638

Phone: 520-457-3415

FAX: 520-457-2333

SOLD: 1 Unit: Scorpion ASL 27 yd**November 2009****City of Peoria***Charles Johnson*

8401 W Monroe St

Peoria, AZ 85345

Phone: 623-773-7445

SOLD: 1 Unit: Scorpion ASL 33 Yd.**April 2010****City of Tucson***Jim Seeds*

4004 S Park Ave

Tucson, AZ 85714

Phone: 520-791-3131

FAX: 520-791-5753

SOLD: 10 Units: Scorpion ASL 27 yd**1 unit May 2009****9 units 2010****City of Tempe***Kevin Devery*

53 S Priest Dr Bldg D

Tempe, AZ 85281

Phone: 480-350-8281

FAX: 480-350-8155

SOLD: 4 Units: Scorpion ASL 27 yd 2010**City of Safford***John White*

373 W Discovery Park Blvd

Safford, AZ 85546

Phone: 928-432-4071

SOLD: 1 Unit: Scorpion ASL 27 yd**June 2010**



ARIZONA REFUSE SALES, LLC

1824 W Broadway Road
Phoenix, AZ 85041

Phone: 800-940-7467
FAX: 602-276-5470

September 21, 2010

To Whom It May Concern:

This letter confirms that Arizona Refuse Sales, LLC has experienced no litigation, bankruptcy, or reorganization in the last (2) two years.

Sincerely,

Paul Campbell
Owner



1824 W Broadway Road
Phoenix, AZ 85041

Phone: 800-940-7467
FAX: 602-276-5470

Project Manager Statement & Contact Information

The one point of contact as requested in this RFP will be **Paul Campbell, OWNER**, Arizona Refuse Sales, LLC and DaDee Manufacturing, LLC.

Contact information:

Paul Campbell
Arizona Refuse Sales, LLC
DaDee Manufacturing, LLC
pcampbell@azrefusesales.com
pcampbell@dadeemfg.com
OFFICE PHONE: 602-276-4390
CELL PHONE: 602-653-5156

CONTRACT AMENDMENT

CITY OF TUCSON DEPARTMENT OF PROCUREMENT
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701
P.O. BOX 27210, TUCSON, AZ 85726
(520) 837-4129
ISSUE DATE: SEPTEMBER 29, 2014

CONTRACT NO.: 110051
CONTRACT AMENDMENT NO.: EIGHT (8)
PAGE 1 of 1
JM
CONTRACT OFFICER: RAY VALDEZ

THIS CONTRACT IS AMENDED AS FOLLOWS:

27 CUBIC YARD CAPACITY AUTOMATED SIDE LOAD BODIES

1. Pursuant to Contract No. 110051, Special Terms and Conditions, Section 4, Term and Renewal, the City is hereby exercising its option to renew the contract for the period of October 15, 2014 through October 14, 2015.
2. The following sentence is hereby added to Paragraph 20 (Indemnification) of the Standard Terms and Conditions section:

"If Contractor or any of Contractor's employees are certified to receive a premium tax credit or cost sharing reduction which triggers a §4980H (a) or (b) penalty against the City, the Contractor shall indemnify the City from and shall pay any assessed tax penalty."


3. Standard Terms and Conditions, Paragraph 21 shall hereby be replaced with the following:

21. INDEPENDENT CONTRACTOR: It is understood that each party shall act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other party for any purpose.

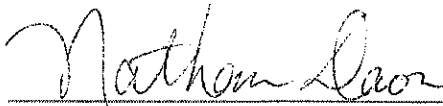
The Contractor shall not be entitled to compensation in the form of salaries holidays, paid vacation, sick days, or pension contributions by the City. The City of Tucson will not provide any insurance coverage to the Contractor, including Worker's Compensation coverage. The Contractor is advised that taxes, social security payments, and other withholdings shall not be withheld from a City payment issued under this Contract and that Contractor should make arrangements to directly pay such expenses. Contractor is responsible for compliance with the Affordable Care Act for Contractor and any of Contractor's employees.

ALL OTHER PROVISIONS OF THE CONTRACT SHALL REMAIN IN THEIR ENTIRETY.

CONTRACTOR HEREBY ACKNOWLEDGES RECEIPT OF
AND UNDERSTANDING OF THE ABOVE AMENDMENT.


Signature _____ Date 10-7-14
PAUL Campbell President
Typed Name and Title
DADEE mfg
Company Name
1930 W Broadway Rd
Address
pcampbell@dadeemfg.com
Email Address
Phoenix AZ 85041
City State Zip

THE ABOVE REFERENCED CONTRACT AMENDMENT
IS HEREBY EXECUTED THIS 7th DAY
OF October, 2014, AT TUCSON, ARIZONA.



As Director of Procurement and not personally



AGENDA ITEM REVIEW FORM

Regular City Council Meeting

6. B.

Meeting Date: 08/26/2015

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

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

Action Requested: Motion
Resolution

ITEM:

Discussion and possible action on any and all matters regarding Resolution No. 1103. A resolution of the Mayor and City Council of the City of San Luis, Arizona, amending the Occupational License Tax Fee Schedule of the City of San Luis to provide for license fees for medical marijuana dispensaries and medical marijuana dispensary off-site cultivation location. **(Kay Marion Macuil, Assistant City Attorney)**

SUMMARY:

On December 22, 2010, City Council passed a resolution for license taxes on Medical Marijuana Dispensaries for \$2,000.00 per year and on Medical Marijuana Dispensary Off-site Cultivation Locations at \$2,000.00 per year. Staff is recommending an increase for the dispensaries to \$10,000.00 per year and for the Cultivation Locations to \$100,000.00 per year. Pegging the amount to revenue, sales, or property values would make the fee come up against prohibitions on income tax, sales tax or property tax. Therefore, a fixed amount per year is preferable.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO APPROVE AND ADOPT RESOLUTION NUMBER 1103.

Supporting information not attached to the Agenda Item Review Form:

N/A

Document to be Recorded?: Yes

City Clerk's Office

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:

Not Applicable

Attachments

Resolution 1103



Resolution

OFFICE OF THE
MAYOR
CITY OF SAN LUIS

NO. 1103

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF SAN LUIS, ARIZONA AMENDING THE OCCUPATIONAL LICENSE TAX FEE SCHEDULE OF THE CITY OF SAN LUIS AND AMENDING RESOLUTION 910 PROVIDING FOR LICENSE TAX FEES FOR MEDICAL MARIJUANA DISPENSARIES; MEDICAL MARIJUANA DISPENSARY OFFSITE CULTIVATION LOCATIONS; REPEALING ANY CONFLICTING PROVISIONS; AND PROVIDING SEVERABILITY

WHEREAS, the City of San Luis is authorized by A.R.S. § 9.491 to collect business license tax;

WHEREAS, the City of San Luis has provided that a business license tax may be imposed on non-profit “medical marijuana dispensaries” and non-profit “medical marijuana dispensary offsite cultivation location” under Chapter 110: Occupational Licenses and Miscellaneous Business Regulations, §110.03 of its City Code as amended by Ordinance Number 339;

WHEREAS, the City of San Luis has defined “medical marijuana dispensary” and “medical marijuana dispensary offsite cultivation location” under Chapter 110: Occupational Licenses and Miscellaneous Business Regulations, §110.11 of its City Code;

WHEREAS, the City of San Luis Occupational License Tax Fee Schedule to provide for license tax fees for medical marijuana dispensaries and medical marijuana dispensary offsite cultivation locations in 2010 with Resolution No. 910;

WHEREAS, Resolution No. 910 imposed an Occupational License Tax Fee of \$2,000 per year for medical marijuana dispensaries and \$2,000 per year for medical marijuana dispensary offsite cultivation locations;

WHEREAS, the proposed increase of the fees to \$10,000 per year for medical marijuana dispensaries and \$100,000 per year for medical marijuana dispensary offsite cultivation locations has been properly noticed under A.R.S. §9-499.15;

NOW, THEREFORE, BE IT RESOLVED that the Mayor and City Council of the City of San Luis, Arizona as follows:

Section 1: The Occupational License Tax Schedule of the City of San Luis is hereby amended by changing the occupational license taxes as follows:

Medical Marijuana Dispensary:

\$10,000.00 per year to be paid in increments of \$2,500.00 quarterly on the first business day of January, April, July, and October.

Medical Marijuana Dispensary:

\$100,000.00 per year to be paid in increments of \$25,000.00 quarterly on the first business day of January, April, July, and October

Section 2: In the event of a conflict between the provisions of this resolution and any other resolution, ordinance, regulation, or policy of the City of San Luis, the conflicting provisions are hereby repealed, superseded, and replaced, and the provisions of this resolution shall govern.

Section 3: If any section, subsection, sentence, clause, phrase, or portion of this Resolution is for any reason held to be invalid or unconstitutional by the final decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Resolution.

PASSED AND ADOPTED by the Mayor and City Council of the City of San Luis, Arizona,
this _____ day of _____, 2015.

Gerardo Sanchez, Mayor

ATTEST:

Sonia Cornelio, City Clerk

APPROVED AS TO FORM

City Attorney



AGENDA ITEM REVIEW FORM

Regular City Council Meeting

6. C.

Meeting Date: 08/26/2015

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

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

Action Requested: Motion
Resolution

ITEM:

Discussion and possible action on any and all matters regarding Resolution No. 1106. A resolution of the Mayor and Council of the City of San Luis, Arizona, approving an Intergovernmental Agreement (IGA) between the City of San Luis and the Superior Court in Yuma County for the the purpose of a field trainer to provide training and uniformity of automation systems and business practices with the Courts in Yuma County and the San Luis Municipal Court. **(Rosendo Morales, Jr., Magistrate)**

SUMMARY:

In the past, the City of San Luis has entered into an Intergovernmental Agreement (IGA) with the Superior Court in Yuma County to assist in securing a position of a field trainer. The field trainer provides training on automation systems and business practices for the San Luis Municipal Court as well as the other Municipal Courts, Justice Courts, and the Superior Court in Yuma County. This training helps insure uniformity within the Courts in the County for the computerized systems and business practices. The field trainer is funded by revenues from the State of Arizona Administrative Office of the Court and local Judicial Collection Enhancement Funds (JCEF). Since 2008, the City of San Luis has committed \$1,000.00 per year of its JCEF to the personnel costs of the field trainer. The 2008 IGA was renewable through June 30, 2014. It is requested at this time that Council ratify the continuation of the IGA after it's expiration from July 1, 2014 through June 30, 2015 and approve the IGA for this fiscal year which is renewable for by the Council each year for 5 years. (The IGA is attached to this agenda for more details).

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO APPROVE AND ADOPT RESOLUTION 1106.

Supporting information not attached to the Agenda Item Review Form:

N/A

Document to be Recorded?: Yes

City Clerk's Office

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM: Yes

CITY/STATE/FEDERAL FUNDS: City

TOTAL: 1,000

BUDGETED:	Yes
AVAILABLE TO TRANSFER:	Not Applicable
ACCOUNT #/REMAINING BALANCE:	\$33,757.28
FISCAL IMPACT STATEMENT:	
Court Contractual Services line item #100-160-80000	

Attachments

Resolution 1106

IGA Superior Court Field Trainer



Resolution

OFFICE OF THE
MAYOR
CITY OF SAN LUIS

NO. 1106

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SAN LUIS, ARIZONA APPROVING AN INTERGOVERNMENTAL AGREEMENT (IGA) BETWEEN THE CITY OF SAN LUIS, ARIZONA AND THE SUPERIOR COURT IN YUMA COUNTY FOR THE PURPOSE OF A FIELD TRAINER TO PROVIDE TRAINING AND UNIFORMITY OF AUTOMATION SYSTEMS AND BUSINESS PRACTICES WITH THE COURTS IN YUMA COUNTY AND THE SAN LUIS MUNICIPAL COURT.

WHEREAS, in 2008, the City of San Luis initially entered into an intergovernmental agreement with the Superior Court in Yuma County for the purpose of a field trainer to provide training and uniformity of automation systems and business practices with the Courts in Yuma County and the San Luis Municipal Court; and

WHEREAS, the initial intergovernmental agreement was renewable for 5 years; and

WHEREAS, the fiscal year 2013-2014 was the last year that the intergovernmental agreement was renewed; and

WHEREAS, the City of San Luis and the Superior Court conducted themselves in accord with the intergovernmental contract in fiscal year 2014-2015 without a formal agreement; and

WHEREAS, the City of San Luis and the Superior Court desire to again enter into an intergovernmental agreement with the Superior Court in Yuma County for the purpose of a field trainer to provide training and uniformity of automation systems and business practices with the Courts in Yuma County and the San Luis Municipal Court; and

WHEREAS, the parties to the Intergovernmental Agreement desire to enter said agreement;

NOW THEREFORE BE IT RESOLVED, by the Mayor and Council of the City of San Luis, State of Arizona, as follows:

Section 1: That the continuation of the prior Intergovernmental Agreement after its expiration on June 30, 2014 and the City's payment of \$1,000.00 is ratified; and

Section 2: That the Intergovernmental Agreement (IGA), as attached hereto as Exhibit "A", is hereby approved; and

Section 3: That the appropriate City officials are hereby authorized and directed to enter into said agreement on behalf of the City and take any all actions as may be necessary to effectuate said agreement, including but not limited to payment not to exceed \$1,000.00.

PASSED AND ADOPTED by the Mayor and Common Council of the City of San Luis, Arizona, this _____ day of _____, 2015.

Gerardo Sanchez, Mayor

ATTEST:

Sonia Cornelio, City Clerk

APPROVED AS TO FORM:

City Attorney

INTERGOVERNMENTAL AGREEMENT
BETWEEN THE CITY OF SAN LUIS AND SUPERIOR COURT
IN YUMA COUNTY

This agreement is made between the SUPERIOR COURT IN YUMA COUNTY (hereafter the “Court”) and the CITY OF SAN LUIS, a municipal corporation of the State of Arizona (hereafter the “City”)

WHEREAS, pursuant to Arizona Revised Statutes (“A.R.S.”) §11-952 authorizes the various political subdivisions of the State of Arizona to enter into agreements providing for the joint exercise of their respective governmental powers for the public benefit; and

WHEREAS, City maintains and operates a limited jurisdiction, non-recorded court, to wit: the San Luis Municipal Court; and

WHEREAS, Article VI § 1 of the Arizona State Constitution mandates that all judicial power is vested in an integrated judicial department, and Article VI §3 mandates that the Supreme Court has administrative supervision over all courts of the State, and that Administrative Order 93-30 IIIA provides that the Presiding Judge of each county shall exercise administrative supervision over all courts in their respective county, including Justice Courts and Municipal Courts; and

WHEREAS, the San Luis Municipal Court, the Clerk of Court of Superior Court in Yuma County, the Justice of the Peace Courts and Superior Court in Yuma County share certain common practices and procedures including automation, court rules, appellate procedures, case management, collections, probation, and other business and judicial practices; and

WHEREAS, the City and the Court have not entered into a previous Intergovernmental Agreement to provide for the consolidated administration of courts within the county; and

WHEREAS, it is the intent and desire of the parties hereto to provide for uniform training and development of staff of the Municipal Court, Justice Courts, Superior Court and the Superior Court Clerk to the extent possible pursuant to the laws of the State of Arizona.

NOW THEREFORE, in consideration of the mutual promises and obligations set forth, the parties agree as follows:

1. TERM

A. Initial Term

Initial term of the Agreement shall begin on July 1, 2015 and end on June 30, 2016 unless terminated sooner pursuant to the provisions hereof.

B. Option to Extend

The Court may exercise its option to extend the term of this Agreement for five (1) one year periods, beginning on July 1, 2016 after giving thirty (30) days prior written notice to the City.

2. COURT STAFF TRAINING: SCOPE AND PURPOSE

A. Participating Courts

The Court shall provide an Automation and Training Coordinator (hereafter referred to as a “Field Trainer”) for all courts and court departments in Yuma County, including, but not limited to: Superior Court, Clerk of the Court for Superior Court, Justice Courts, Precincts #1, 2, and 3, and municipal courts in Yuma County, including San Luis Municipal Court in order to provide training for automation systems and business practices.

B. Office Space and Supplies

The Court shall provide facilities, including furnished office space, and computer support for the Field Trainer. Incidental Supplies, e.g. pens and paper will be supplied to the Field Trainer, as needed by participating courts, including San Luis Municipal Court. Each participating court will also use their best efforts to make available to the Field Trainer, other reasonable training aids as requested by the Field Trainer.

C. Training Schedules

The Field Trainer is a regular employee of the Court who is supervised by the Court Information Services Manager. The Court Information Services Manager will maintain a schedule of training and in consultation with the Field Trainer determine the applicability of certain training for various courts in Yuma County. A training schedule for San Luis Municipal Court will be determined by the Court Information Services Manager and the municipal Court Administrator.

D. COJET

The Court Information Services Manager shall ensure that the Field Trainer maintains appropriate records of training and COJET (Committee on Judicial Education and Training) hours earned by court employees. The Field Trainer will ensure that the COJET coordinator for each court received notification of COJET hours earned by court employees and certification of training conducted by the Field Trainer.

E. Coordination between City and Court

The courts and court departments referred to above, including Superior Court in Yuma County, Clerk of the Court for Superior Court, Justice Court, Precincts #1, 2 and 3, and municipal courts in Yuma County are authorized to work together to develop cooperative training and professional development for all court personnel

in Yuma County, and to coordinate activities, procedures, policies, schedules, personnel and other matters to ensure effective training and professional development of court personnel.

3. FUNDING

A. Court and AOC

The Field Trainer is funded in part by the Commission of Technology from funds appropriated from the Judicial Collection Enhancement Funds (“JCEF”) and by the Court. The Court provides fifty percent (50%) of the funding of the Field Trainer from Fill the Gap revenues, based on the final budget as approved by the Administrative Office of the Courts.

B. Municipal Court

The City will provide partial funding for the Field Trainer through local JCEF revenues as approved by the Administrative Office of the Courts. The City agrees to pay ONE THOUSAND DOLLARS (\$1000.00) of the total personnel costs of the Field Trainer as reflected on the Field Trainer application budget. If local JCEF funds in the account of the City are not adequate or available for any reason, the City will not be responsible to continue its partial funding of the Field Trainer.

C. Payment

The City agrees to pay the Court ONE THOUSAND DOLLARS of the proposed budget for personnel costs (salary and ERE’s) of the Field Trainer. The Court will provide the City with a copy of the approved budget that reflects the City’s share of the personnel costs of the Field Trainer for fiscal year 08-09. The City agrees to pay to the Court, within thirty (30) days of receipt of the approved budget, the sum of ONE THOUSAND DOLLARS (\$1,000.00) which amount represent the City’s share of the Field Trainer’s personnel cost identified in the Field Trainer application budget.

4. AUDIT OF RECORDS

Pursuant to A.R.S. §§35-214 and 35-215, the parties to this agreement shall retain and shall contractually require each subcontractor to retain all data, books, and other records (“records”) relating to this agreement for a period of five (5) years after completion of the agreement. All records shall be subject to inspection and audit by the State of Arizona at reasonable times. Upon request, the parties shall produce the original of any or all such records.

5. AMENDMENTS AND INTEGRATION

This Agreement constitutes the entire agreement between the parties hereto relating to the subject matter hereof. No amendments or modifications of this agreement or any terms hereof will have any force or effect unless such amendments or

modifications are approved in writing by the San Luis City Council and the Presiding Judge of Superior Court in Yuma County.

6. DISPUTE RESOLUTION

The parties to this agreement agree to resolve all disputes arising out of or relating to this agreement through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. §12-1518 except as may be required by other applicable statutes.

7. NON-AVAILABILITY OF FUNDS

The payment obligations of the parties to this agreement are conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this agreement, this agreement may be terminated by the Court or the City at the end of the period for which funds are available, provide however that one party has given to the other party, at least thirty (30) days prior written notice of the unavailability of funds. No liability will accrue to the Court or the City in the event this provision is exercised, and that neither party will be obligated or liable for any further payments for any damages as a result of termination pursuant to this paragraph.

8. CANCELLATION FOR CONFLICT OF INTEREST

Pursuant to A.R.S. §38-511, the Court may, within three (3) years after its execution, cancel any agreement, without penalty or further obligations, made by the Court if any person significantly involved in initiating, negotiating, securing, drafting or creating the agreement on behalf of the Court is, at any time while the agreement or any extension of the agreement is in effect, an employee or agent of any other party to the agreement in any capacity or a consultant to any other party of the agreement with respect to the subject matter of the agreement. A cancellation made pursuant to this provision will be effective when written notice of the cancellation from such party is received by other parties to the agreement unless the notice specifies a later time.

9. NON-DISCRIMINATION

The parties to this agreement shall comply with Executive Order 99-4, which mandates that all people, regardless of race, color, religion, sex, age, national original or political affiliation, shall have equal access to employment opportunities, and all other applicable state and federal employment laws, rules, and regulations, including the Americans with Disabilities Act. The parties shall take affirmative action to ensure that applicants for employment and employees are not discriminated against due to race, creed, color, religions, sex, national origin or disability.

10. DISPOSITION OF ASSETS

All property acquired during the performance of this agreement, including but not limited to computer equipment, instructional materials, books, etc. will become the property of the Court.

ACCEPTED AND AGREED:

SUPERIOR COURT IN YUMA COUNTY

THE CITY OF SAN LUIS

Hon. John N. Nelson
Presiding Judge

Date

Robert Eads
City Manager

Date

APPROVED AS TO FORM:

Assistant Attorney General
Office of the Attorney General

ATTEST:

Sonia Cornelio
City Clerk

Date

APPROVED AS TO FORM:

City Attorney



AGENDA ITEM REVIEW FORM

Regular City Council Meeting

6. D.

Meeting Date: 08/26/2015

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

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

Action Requested: Motion
Ordinance - 2nd Reading

ITEM:

Discussion and possible action on any and all matters regarding Second Reading of Ordinance No. 339. An ordinance of the Mayor and City Council of the City of San Luis, Arizona, Amending Ordinance No. 229 to allow the imposition of a business license fee for medical marijuana businesses; repealing any conflicting provisions; and providing for severability. **(Kay Marion Macuil, Assistant City Attorney)**

- A. Approval of Ordinance No 339 by title only
- B. Approval and adoption of Ordinance No. 339

SUMMARY:

The San Luis City Code Section 110.03(B) (passed as Ordinance 229 in 2005) prohibits the City of San Luis from charging certain nonprofit federally tax-exempt entities a license fee. The State of Arizona requires medical marijuana businesses to be nonprofit under A.R.S. § 36-2804.06. Currently federal law does not allow tax-exempt status for medical marijuana businesses. In order for the City's Code to be absolutely clear on the point, this amendment specifically says that the medical marijuana businesses are charged a city license fee.

Under City Code Section 30.077 the second reading of an ordinance is to be read in full unless the Council has a copy of the ordinance and the Council unanimously allows the second reading by title only. A copy of the ordinance is attached to this item.

RECOMMENDATION / SUGGESTED MOTION:

- 1. I MOVE TO ALLOW THE SECOND READING BY TITLE ONLY.**
- 2. I MOVE TO APPROVE AND ADOPT ORDINANCE 339 AMENDING ORDINANCE 229 TO ALLOW IMPOSITION OF A BUSINESS LICENSE FEE FOR MEDICAL MARIJUANA BUSINESSES, REPEALING ANY CONFLICTING PROVISIONS; AND PROVIDING FOR SEVERABILITY.**

Supporting information not attached to the Agenda Item Review Form:

N/A

Document to be Recorded?: Yes

City Clerk's Office

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:
Not Applicable.

Attachments

Ordinance 339



Ordinance

OFFICE OF THE
MAYOR
CITY OF SAN LUIS

No. 339

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF THE CITY OF SAN LUIS, ARIZONA, AMENDING CHAPTER 110 OF THE CODE OF ORDINANCES OF THE CITY OF SAN LUIS, ARIZONA, TO PROVIDE FOR THE OCCUPATIONAL LICENSING OF MEDICAL MARIJUANA BUSINESSES; REPEALING ANY CONFLICTING PROVISIONS; AND PROVIDING FOR SEVERABILITY.

Whereas, the City Council of the City of San Luis, Arizona desires to make provision for the licensing of businesses dispensing or cultivating medical marijuana;

Whereas, the State of Arizona requires medical marijuana businesses to be nonprofit under A.R.S. §36-2804.06; and

Whereas, current Code of Ordinances of the City of San Luis Section 110.03(B) (passed as Ordinance 229) prohibits the City of San Luis from charging certain non-profit entities an annual license fee.

NOW THEREFORE BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF SAN LUIS, ARIZONA AS FOLLOWS:

Section 1. Section 110.03 (B) of the Code of Ordinances of the City of San Luis, Arizona is hereby amended to read as follows:

Any nonprofit entity, save and except entities engaged in the business of medical marijuana dispensary or medical marijuana dispensary offsite cultivation location, which has tax-exempt status under the Internal Revenue Code §501(c)(3), as certified by the Internal Revenue Service, and which is not exempt from obtaining a BOP license under § 110.02(B) is required to obtain a BOP license. The nonprofit entity shall furnish a copy of its tax-exempt certification with its application, and the entity shall not be charged a license fee. Entities engaged in the business of medical marijuana dispensary or medical marijuana dispensary offsite cultivation location, shall be charged a license fee.

Section 2. In the event of a conflict between the provisions of this ordinance and any other ordinance, resolution, regulation, or policy within the City of San Luis, the conflicting provisions are hereby repealed, superseded, and replaced, and the provisions of this ordinance” shall govern.

Section 3. If any section, subsection, sentence, clause, phrase, or portion of this ordinance, is for any reason held to be invalid or unconstitutional by the final decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this ordinance or said referenced regulations

PASSED AND ADOPTED by the Mayor and City Council of the City of San Luis,
Arizona, this _____ day of _____, 2015

Gerardo Sanchez, Mayor

ATTEST:

Sonia Cornelio, City Clerk

APPROVED AS TO FORM

Glenn J. Gimbut, City Attorney



AGENDA ITEM REVIEW FORM

Regular City Council Meeting

6. E.

Meeting Date: 08/26/2015

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
Ordinance - 2nd Reading
Public Hearing

ITEM:

Public hearing followed by discussion on any and all matters regarding Rezoning Case No. 2015-0218 and possible action to approve Second Reading of Ordinance No. 340. An ordinance of the Mayor and Council of the City of San Luis, Arizona, amending the official zoning map of the City of San Luis by changing the zoning classification of lots 1 thru 10 (approximately 26.32 acres of real property) located at San Luis Plaza Subdivision from Neighborhood Commercial (C-1) to Community Commercial (C-2); repealing any conflicting provisions; and providing for severability. (**John Starkey, Building Safety Director**)

- A. Open public hearing
- B. Close public hearing
- C. Approval of Second Reading of Ordinance No. 340 by title only
- D. Approval and adoption of Ordinance No. 340

SUMMARY:

Lots 1 thru 10 of San Luis Plaza Subdivision, 26.32 acres total, are generally located along the west side of San Luis Plaza Drive south of Juan Sanchez Boulevard.

The Main Drain Canal borders the properties on the west side, across the canal is Moctezuma Park and a residential subdivision zoned as Medium-High Density Residential (R-2). East of San Luis Plaza Drive there is a hillside. On top of the hillside, there are mainly commercial uses zoned as Community Commercial (C-2), part of the commercial area of downtown. On the north side, across Juan Sanchez Boulevard, there are residential uses zoned as Medium Density Residential (R1-6). The south is zoned as Rural Area Residential (RA-10) and it is undeveloped land, own by the Bureau of Land Management (BLM), with the levee protecting the Colorado River.

The address, legal description, assessor's parcel number and acreage of the ten properties, proposed to be rezoned, are listed below:

ADDRESS	LEGAL DESCRIPTION	ASSESSOR'S PARCEL NO.	APPROXIMATE ACREAGE
552 SAN LUIS PLAZA DR.	Subdivision: SAN LUIS PLAZA Lot: 1 Section: 12 Township: 11S Range: 25W	775-45-193	0.69
580 SAN LUIS PLAZA DR.	Subdivision: SAN LUIS PLAZA Lot: 2 AMENDED Section: 12 Township: 11S Range: 25W	775-45-194	6.78

624 SAN LUIS PLAZA DR.	Subdivision: SAN LUIS PLAZA Lot: 3 Section: 12 Township: 11S Range: 25W	775-45-013	0.9
656 SAN LUIS PLAZA DR.	Subdivision: SAN LUIS PLAZA Lot: 4 Section: 12 Township: 11S Range: 25W PARCEL NUMBER CHANGED FROM: 1410260014008	775-45-195	4.82
698 SAN LUIS PLAZA DR.	Subdivision: SAN LUIS PLAZA Lot: 5 Section: 12 Township: 11S Range: 25W	775-45-196	0.84
710 SAN LUIS PLAZA DR.	Subdivision: SAN LUIS PLAZA PT OF LOTS 6 & 7 AKA LOT 7A DOLLAR GENERAL LOT SPLIT 20/85 Section: 12 Township: 11S Range: 25W	775-37-022	3.68
722 SAN LUIS PLAZA DR.	Subdivision: SAN LUIS PLAZA Lot: 6 PT OF LOT 7 AKA LOT 6A OF DOLLAR GENERAL LOT SPLIT 20/85, PT OF LOT 7 AKA LOT 6A OF DOLLAR GENERAL LOT SPLIT 20/85 Section: 12 Township: 11S Range: 25W	775-37-021	1.01
764 SAN LUIS PLAZA DR.	Subdivision: SAN LUIS PLAZA Lot: 8 Section: 12 Township: 11S Range: 25W PARCEL NUMBER CHANGED FROM: 1410260018000	775-37-018	2.96
786 SAN LUIS PLAZA DR.	Subdivision: SAN LUIS PLAZA Lot: 9 Section: 12 Township: 11S Range: 25W PARCEL NUMBER CHANGED FROM: 1410260019003	775-37-019	0.72
850 SAN LUIS PLAZA DR.	Subdivision: SAN LUIS PLAZA Lot: 10 Section: 12 Township: 11S Range: 25W	775-37-020	3.92
		TOTAL	26.32

Analysis

The properties are currently zoned as Neighborhood Commercial Zoning District (C-1). This zoning district is intended to provide a location for well-designed small scale (4,000 max. building size) retail shops and services in convenient locations to meet the daily needs of families in the immediate residential neighborhood.

The proposed zoning is Community Commercial Zoning District (C-2). This zoning district is intended to allow for larger (50,000 max. building size) and more intense commercial uses to satisfy the broader retail and business needs of the community at-large while providing for a broad range of commercial activities.

The four properties north along San Luis Plaza Drive are undeveloped and listed for sale. Two properties, that have existing buildings, were used as a retail store (General Dollar) and a fast food restaurant (KFC) and are currently listed for sale or lease. The six properties previously mentioned are listed by the same real estate company, A. T. Pancrazi Real Estates Services, Inc., as they commented; this zoning change will make this commercial center more attractive for interested businesses by allowing

more commercial uses.

The remaining four properties are built and currently used as a call center (ACT), general retail store (Del Sol), restaurant with outside seating (Pizza Hut), and an auto parts store (O'Reilly). All the existing uses are not permitted in the C-1 zoning; by changing the zoning to C-2, all existing uses will be in compliance with the current City of San Luis Zoning Ordinance. Additionally, this rezoning will allow more commercial uses promoting the development in that area.

General Plan

This area is designated as Activity Center in the City of San Luis 2020 General Plan. The Activity Center Land Use designation allows all types of commercial development and some medium-high and high residential districts. The proposed commercial zoning will be consistent with the general plan land use designation.

Agency Review

As a part of the review process, all land use cases are reviewed by various City and outside agencies.

As required by State Statute, City staff sent out 56 letters to adjacent property owners within 300 feet and posted the request in the local newspaper. The City received the following comments:

1. A.T. Pancrazi Real Estates Services, Inc. (07-08-15 letter attached)

The City has not received any significant concerns or objections from the various review agencies, adjacent property owners or the general public.

Citizen Review Meeting

As required by State statute (A.R.S. §9-462.03) and City of San Luis Zoning Ordinance (Section 3.0-C), a Citizen Review meeting was held at City Hall on July 7, 2015.

The purpose of the citizen review meeting is to provide adjacent landowners and other potentially affected citizens an opportunity to ask questions and express any issues or concerns that they may have with the proposed rezoning or specific plan application prior to the public hearing.

Two people from the public were present and they expressed their support for this rezoning, stating that this rezoning will promote more development in that area.

Planning and Zoning Commission Meeting

A Public Hearing was held on July 14, 2015 by the Planning and Zoning Commission. One member of the public was present. The Planning and Zoning Commission forwarded the request to the City Council concurring with the staff recommendation of approval.

City Council Meeting

This request was presented at the City Council Public Hearing held on August 12, 2015. The item was discussed and City Council approved the rezoning request and gave the First Reading of Ordinance No. 340.

The request to rezone San Luis Plaza Subdivision from Neighborhood Commercial (C-1) to Community Commercial (C-2) is appropriate for this area and is consistent with the City of San Luis 2020 General Plan.

City staff recommends giving Second Reading of Ordinance No. 340 to rezone 10 lots located in San Luis Plaza Subdivision from C-1 (Neighborhood Commercial) to C-2 (Community Commercial) and amending the zoning map to conform thereto.

RECOMMENDATION / SUGGESTED MOTION:

1. I MOVE TO OPEN PUBLIC HEARING.

2. I MOVE TO CLOSE PUBLIC HEARING.

3. I MOVE TO APPROVE SECOND READING OF ORDINANCE NO. 340 BY TITLE ONLY.

4. I MOVE TO APPROVE AND ADOPT ORDINANCE NO. 340.

Supporting information not attached to the Agenda Item Review Form:

N/A

Document to be Recorded?: Yes

City Clerk's Office

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

[Ordinance No. 340](#)

[Location Map](#)

[Pictures of Location](#)

[Letter from A.T. Pancrazi Real Estate Services, Inc. \(7-8-15\)](#)

[Zoning Ordinance Section 7.1 and 7.2- C-1&C-2 Zoning Districts](#)



Ordinance

NO. 340

OFFICE OF THE
MAYOR
CITY OF SAN LUIS

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF SAN LUIS, ARIZONA, AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF SAN LUIS BY CHANGING THE ZONING CLASSIFICATION OF LOTS 1 THRU 10 (APPROXIMATELY 26.32 ACRES OF REAL PROPERTY) LOCATED AT SAN LUIS PLAZA SUBDIVISION FROM NEIGHBORHOOD COMMERCIAL(C-1) TO COMMUNITY COMMERCIAL (C-2); REPEALING ANY CONFLICTING PROVISIONS; AND PROVIDING FOR SEVERABILITY.

Whereas, the Mayor and City Council of the City of San Luis desire to amend the City of San Luis Official Zoning District Map (the "Zoning Map") pursuant to A.R.S. §9-462.04 to change the zoning classification for 26.32 acres of real property located on Assessor Parcel ID # 775-45-193, Assessor Parcel ID # 775-45-194, Assessor Parcel ID # 775-45-013, Assessor Parcel ID # 775-45-195, Assessor Parcel ID # 775-45-196, Assessor Parcel ID # 775-37-022, Assessor Parcel ID # 775-37-021, Assessor Parcel ID # 775-37-018, Assessor Parcel ID # 775-35-019, and Assessor Parcel ID # 775-37-020 ; and

Whereas, the aforementioned change in zoning classification is consistent with the General Plan of the City of San Luis; and

Whereas, all due and proper notices of public hearings on the Zoning Map Amendment have been given and proper public hearings have been held, and a recommendation has been given regarding the Zoning Map Amendment by the Planning and Zoning Commission of the City of San Luis recommending approval of the change in zoning classification; as attached hereto as "Exhibit A"

BE IT ORDAINED by the Mayor and Council of the City of San Luis, Arizona, as follows:

Section 1: That the above recitals are hereby incorporated as though fully set forth herein.

Section 2: That the Official Zoning Map of the City of San Luis is hereby amended in by changing the zoning classification of the Properties more fully described as

Subdivision: SAN LUIS PLAZA Lot: 1 Section: 12 Township: 11S Range: 25W

Subdivision: SAN LUIS PLAZA Lot: 2 AMENDED Section: 12 Township: 11S Range: 25W

Subdivision: SAN LUIS PLAZA Lot: 3 Section: 12 Township: 11S Range: 25W

Subdivision: SAN LUIS PLAZA Lot: 4 Section: 12 Township: 11S Range: 25W PARCEL NUMBER CHANGED FROM: 1410260014008

Subdivision: SAN LUIS PLAZA Lot: 5 Section: 12 Township: 11S Range: 25W

Subdivision: SAN LUIS PLAZA PT OF LOTS 6 & 7 AKA LOT 7A DOLLAR GENERAL LOT SPLIT 20/85 Section: 12 Township: 11S Range: 25W

Subdivision: SAN LUIS PLAZA Lot: 6 PT OF LOT 7 AKA LOT 6A OF DOLLAR GENERAL LOT SPLIT 20/85, PT OF LOT 7 AKA LOT 6A OF DOLLAR GENERAL LOT SPLIT 20/85 Section: 12 Township: 11S Range: 25W

Subdivision: SAN LUIS PLAZA Lot: 8 Section: 12 Township: 11S Range: 25W PARCEL NUMBER CHANGED FROM: 1410260018000

Subdivision: SAN LUIS PLAZA Lot: 9 Section: 12 Township: 11S Range: 25W PARCEL NUMBER CHANGED FROM: 1410260019003

Subdivision: SAN LUIS PLAZA Lot: 10 Section: 12 Township: 11S Range: 25W

Section 3: In the event of a conflict between the provisions of this Ordinance and any other ordinance, resolution, regulation, or policy of the City of San Luis, the conflicting provisions are hereby repealed, superseded, and replaced, and the provisions of this Ordinance shall govern.

Section 4: If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is for any reason held to be invalid or unconstitutional by the final decision of any court or competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance.

PASSED AND ADOPTED by the Mayor and Council of the City of San Luis,

Arizona, this _____ day of _____, 2015.

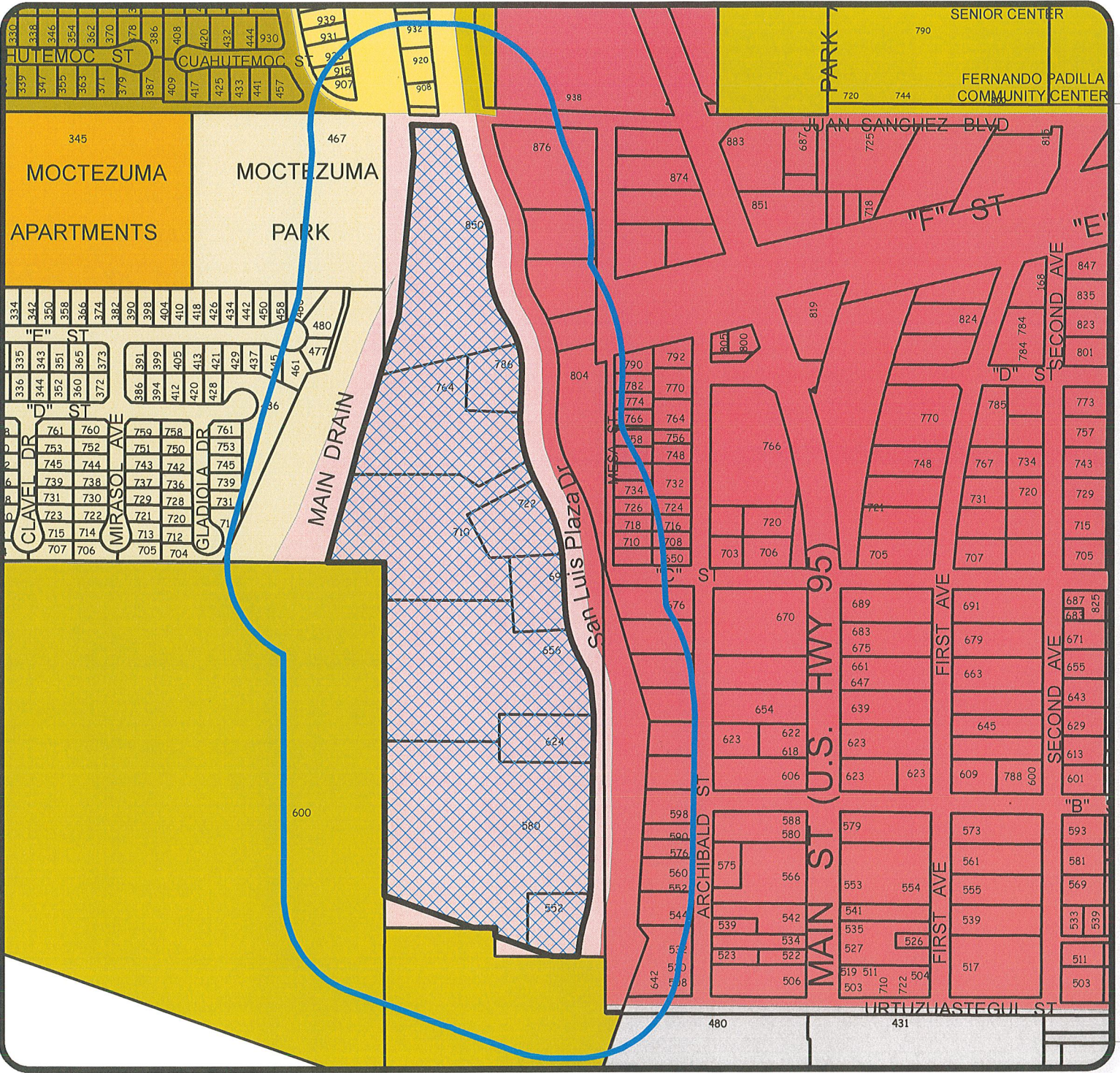
Gerardo Sanchez, Mayor

ATTEST:

Sonia Cornelio, City Clerk

APPROVED AS TO FORM:

Kay Marion Macuil, Assistant City Attorney



Location Map

REZONING

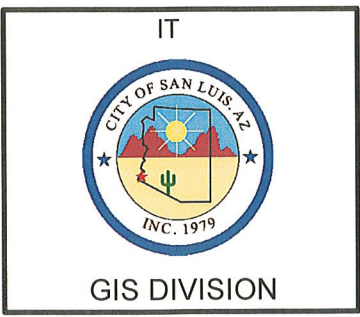
 Location of subject properties to be rezoned from C1 to C2

 300 ft Buffer

Zoning Legend

- COMMERCIAL ZONING DISTRICTS
 -  C-1
 -  C-2
- MANUFACTURED HOME ZONING DISTRICTS
 -  MH
- MULTIPLE RESIDENCE ZONING DISTRICTS
 -  R-2
 -  R-3
- SINGLE RESIDENCE ZONING DISTRICTS
 -  RA-10

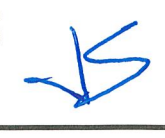
Date:
6/16/2015

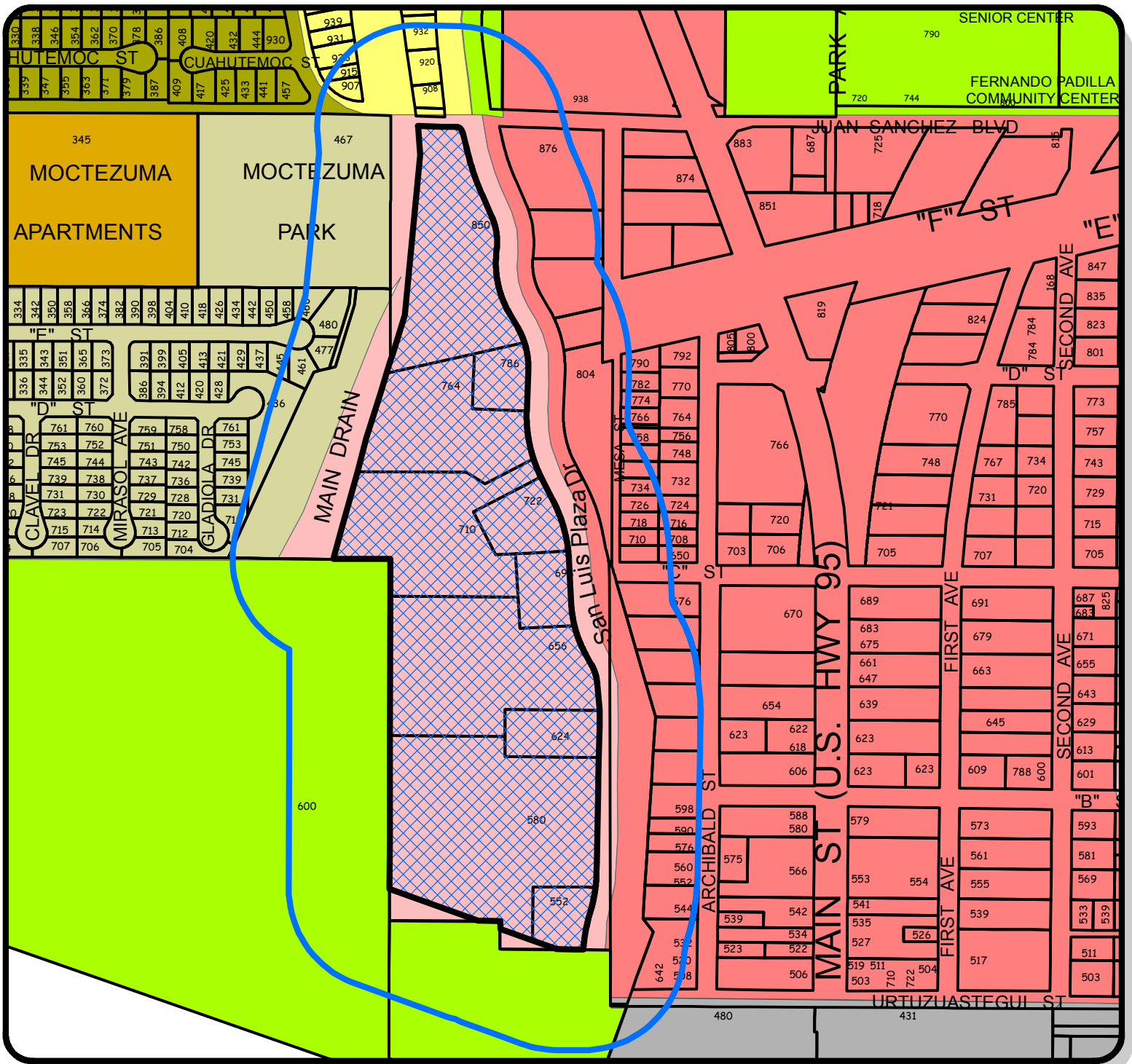


Prepared By:
IG

Case No.
2015-0218

Checked By:


Revised :










Location Map

REZONING

 Location of subject properties to be rezoned from C1 to C2

 300 ft Buffer

Zoning Legend

- COMMERCIAL ZONING DISTRICTS
 -  C-1
 -  C-2
- MANUFACTURED HOME ZONING DISTRICTS
 -  MH
- MULTIPLE RESIDENCE ZONING DISTRICTS
 -  R-2
 -  R-3
- SINGLE RESIDENCE ZONING DISTRICTS
 -  RA-10

Date:
6/16/2015

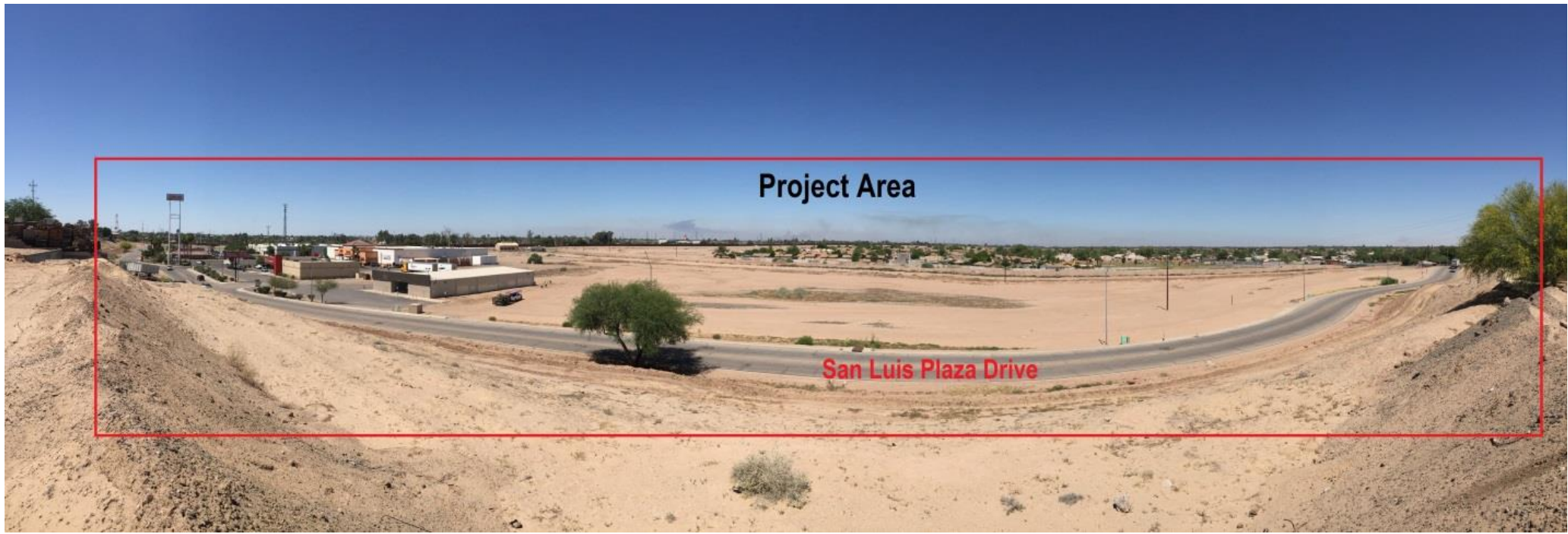
Checked By:
JS



Prepared By:
IG

Revised:
JAG

Case No.:
2015-0218





Project Area

Colorado River Levee

San Luis Plaza Drive



Since 1923

July 8, 2015

Via Email: (jtorres@cityofsanluis.org)

City of San Luis
Attn: Jenny Torres, Community Development Director
1090 E. Union Street
San Luis, AZ 85349

Re: Rezoning of San Luis Plaza

Dear Ms. Torres:

I am writing to express this office's support to the City of San Luis in its efforts to rezone San Luis Plaza from C-1 (Neighborhood Commercial Zoning District) to C-2 (Community Commercial Zoning District).

As a result of our marketing efforts to lease the former Dollar General building, it has become very clear to us in recent months that the existing C-1 zoning will make it very difficult to lease or sell existing buildings located within San Luis Plaza, in large part, because of the narrow pool of prospects that can operate based on the uses permitted under the existing code, which will only hinder the future development of this commercial plaza. However, rezoning San Luis Plaza to C-2, will expand the pool of potential users by permitting all of the general business and commercial uses that are customarily found in similar commercial centers in Yuma County, which will help spur additional growth in the City of San Luis.

We frequently work with retail and commercial operators who are considering San Luis for their business operations, so we are very pleased that City staff has made the decision to move forward with the rezoning of San Luis Plaza, which will make this commercial center a more attractive and feasible consideration for prospective operators.

Thank you in advance for your thoughtful consideration to this rezoning case and if you have any questions or if our office can be of any further service that would assist you in your decision making process in any way, please don't hesitate to contact our office.

Best Regards,

A handwritten signature in blue ink that reads 'Mark J. Banach'. The signature is written in a cursive, slightly slanted style.

Mark J. Banach

Article 2-6, Chapter 7 – Commercial Zoning Districts

Section 7.0 General Requirements - Commercial Zoning Districts.

- A. Purpose.** The commercial zoning districts are designed to provide a range of commercial land uses. The purpose of these districts is to provide for commercial development in locations, which are suitable and appropriate, taking into consideration existing conditions, future land use needs, the availability of public services, and the goals and objectives of the City of San Luis General Plan. It is intended that these districts accommodate a variety of uses including professional office, neighborhood retail and services, general retail and services, and mixed use commercial/residential. The Commercial Districts are further delineated in the following categories:
- “C-1” Neighborhood Commercial.
 - “C-2” Community Commercial.
 - “MU” Mixed Use.
- B. Criteria for Establishment.** The minimum land area required to establish “C-1” or “C-2” zoning shall be one (1) acre or if adjoining a parcel/lot that is similarly zoned commercial.
- C. Review Process.** All commercial development and construction shall require Site Plan Review, by the Zoning Administrator, prior to the applicant’s submittal for building or grading permits. All applications for Site Plan Review shall comply with the submittal requirements outlined in Section 3.6 of this Ordinance. The required fee shall accompany all applications.
- D. Development Standards.** The development regulations for each of the commercial zoning districts are outlined in Table No. 7. These standards provide certainty to property owners, developers, and neighbors about the limits of what is allowed.
- E. Compliance with Other Provisions.**
1. General Provisions. The general provisions in Chapter 14 herein shall apply.
 2. Parking Regulations. The parking regulations in Chapter 15 herein apply.
 3. Signs. All signage shall comply with Chapter 16 herein.
 4. Outdoor Lighting. All outdoor lighting shall comply with Chapter 17 herein.
 5. Landscape Regulations. The landscaping shall comply with Chapter 18 herein.

Section 7.1 “C-1” Neighborhood Commercial Zoning District.

- A. Purpose.** The purpose of this Zoning District is to provide a location for well designed small scale retail shops and services in convenient locations to meet the daily needs of families in the immediate residential neighborhood. It is intended that this district accommodate a restricted range of uses that must be compatible with and integrated into the

adjoining residential neighborhood. Residential uses shall be incidental to the primary commercial development.

B. Permitted Uses - “C-1” Zoning District. Uses shall be restricted to a maximum building size of 4,000 square feet and limited to:

1. Residential units, when located above the first floor or behind the commercial frontage and incidental to the primary commercial development. The residential use shall be excluded when calculating the maximum building size.
2. Child care centers, provided that:
 - a. The facility provides the required outdoor play area.
 - b. The facility is licensed by the State of Arizona Department of Health Services.
3. Personal and household services, including but not limited to; apparel, clothing alteration, seamstress shop, shoe repair shops, beauty and barber shops, jewelry and watch repair, small appliance repairs, bank or credit union (without drive-thru window), travel agency, launderette, and dry cleaners (without processing), therapeutic massage, printing and copy shop, florist and catering service.
4. Retail stores, including but not limited to; the sale of stationery, cards, gifts, bookstore, bakery, delicatessen, candy shop, coffee house, ice cream shop, art supply shop, photo shop, pet shop, and tobacco store.
5. Professional, administrative and general offices.
6. Medical, dental, chiropractic and clinical offices (excluding laboratory or pharmacy facilities).
7. Art galleries, art studios for the production and teaching of fine art, music schools, karate and dance studios, and photography studios.
8. Music store, video store, and bicycle shop.
9. Convenience market without the sale or dispensing of gasoline.
10. Café, restaurants, and taverns; excluding drive-in and drive-through facilities and live entertainment.
11. Club or lodge
12. Vocational schools: including but not limited to barber or beauty, business, dramatic, handicraft, painting or sculpture.
13. Grocery store, fruit or vegetable store, butcher shop (no slaughtering), hardware store, general retail or variety store.
14. Religious Institutions

C. Conditional Uses - “C-1” Zoning District.

1. Retail uses over 4,000 square feet but under 25,000 square feet.
2. Mixed use neighborhood center for permitted retail, service or office use; each business tenant space not to exceed 4,000 square feet with the total center not to exceed 25,000 square feet with no drive-through window facilities.
3. Live entertainment and outdoor dining associated with a café, restaurant, and/or tavern; excluding drive-in and drive-through facilities.
4. Parking lot for passenger vehicles only; but not for overnight parking.
5. Banks with drive-thru facilities if the bank is located along an arterial street.
6. Wireless communication towers and antennas in accordance with the requirements of Chapter 19 of this Ordinance.

D. Temporary Uses - “C-1” Zoning District.

1. Holiday or seasonal sales activities such as; pumpkin sales lots and Christmas tree sales lots. Permanent structures shall not be permitted under a temporary use permit. Seasonal lots may need additional zoning clearance and/or a building permit. A temporary residential use of a travel trailer by the seasonal tenant may be permitted on-site for security purposes for the seasonal sales activity provided it is located within the buildable area of the lot. Appropriate dust control abatement shall be provided.

E. Site Design Standards - “C-1” Zoning District.

1. Link structures to the public sidewalk where possible with hard surfaced pavement and landscaping.
2. Outdoor patios, display areas and seating areas are encouraged in order to add to the pedestrian environment at the street.
3. The required off-street parking spaces should be located in the rear or to the side of the structures rather than in the front to avoid the interruption to the rhythm of the established streetscape and to maximize the business visibility from public streets. The required off-street parking may only be located in front of the structure through approval of a conditional use permit.
4. Trash and refuse collection containers shall be screened with a six (6) foot decorative wall. Trash and refuse containers shall be located such that they are not the visual focal point of a driveway or parking area, or cannot be viewed from a public street. If the refuse containers can only be located in a highly visible location then latching gates, for screening the containers, at the opening to the enclosure shall be required.

5. Mechanical equipment and similar utility devices, whether ground level or roof mounted, shall be screened from public view and designed to appear as an integral part of the building. The mechanical equipment screening shall be included in the overall building height. Mechanical equipment shall be treated to be non-reflective. Electrical meters, service components, and SES cabinets shall be screened from public view and designed to appear as an integral part of the building.

F. Recommended Architectural Standards - “C-1” Zoning District.

1. All exterior elevations (360° architecture) should provide architectural detailing; not just the front elevation.
2. Exterior building design, as well as architectural details related to color, patterning, finish, type and application of materials and building form should be coordinated for all elevations of a building to achieve harmony and continuity of design on all elevations.
3. The building materials of a project should be durable, require low maintenance, and be of a substantial quality. The City strongly encourages all new buildings to meet LEED (Leadership in Energy and Environmental Design) certification standards.
4. Roof access should be from within the building.
5. Subtler, less intense colors should be used on larger, more plain-looking buildings, while the use of a greater variety and intensity of color should be reserved for smaller structures. The use of accent colors is encouraged to provide a festive and lively streetscape. Color should be used to accent entryways and special architectural features of a building.
6. Full roof architecture utilizing simple and varied roof forms is encouraged for all new commercial development; while long, continuous mansard roofs, false mansard roofs, large expanses of flat roofs and veneer (false-front) parapets are discouraged. Parapet walls should be designed and constructed in a manner to appear as a solid, three-dimensional form rather than a veneer.

G. Open Space Standards - “C-1” Zoning District.

1. Open space shall be required for all new developments, based on the net area of the development, as delineated in Table No. 6. The required on-site parking areas/lot and the required parking lot landscaping shall not be calculated as open space. However, building setbacks, street frontage and on-site retention areas may be calculated as open space if those areas are landscaped.

Section 7.2 “C-2” Community Commercial Zoning District.

- A. Purpose.** The purpose of this Zoning District is to provide a location for general business and commercial uses. The intent of this district is to allow for larger and more intense commercial uses to satisfy the broader retail and business needs of the community at-large while providing for a broad range of commercial activities.

- B. Permitted Uses - “C-2” Zoning District.** Uses shall be restricted to a maximum building

Zoning Ordinance - May 2012

size of 50,000 square feet and limited to:

1. Those uses permitted by right in the “C-1” Neighborhood Commercial Zoning District.
2. Child care centers, provided that:
 - a. The facility provides the required outdoor play area.
 - b. The facility is licensed by the State of Arizona Department of Health Services.
3. Medical, dental, and clinical offices including laboratories and associated pharmacy facilities.
4. Conference center or community center.
5. Small-animal hospitals or clinics, confined to a completely enclosed sound-attenuated building with no outdoor kennels or exercise runs.
6. Mortuaries; excluding crematories.
7. Professional, administrative, general office uses and governmental facilities and offices.
8. Community service agency facilities and offices.
9. Drive-through window facilities.
10. Bank and financial institutions with drive-through windows and outdoor teller facilities.
11. Restaurants (including drive-in and drive-through facilities), taverns, bars, nightclubs, and outdoor dining (when ancillary to restaurant use).
12. Parking lot for passenger vehicles, taxicab stands.
13. Outdoor sales, displays, and vending machines only if one (1) or more of the following conditions are present:
 - a. Products and services displayed outdoors are customary, accessory, and incidental to those sold and displayed in a primary business being conducted in a permanent building on the property.
 - b. Outdoor sales and displays do not interfere with pedestrian access ways, fire lanes, required parking spaces, driveways, landscape areas, or traffic visibility at driveway entries and street intersections.
 - c. The combined outdoor sales and display areas do not exceed fifty (50%) percent of the business’s gross square footage.
14. Dry-cleaning facility.

15. Hotels and motels.
16. Indoor entertainment and amusement facilities such as; movie theaters, dance halls, bowling alleys, billiard parlors, skating rinks, video and game arcade.
17. Health club, fitness or exercise facility and tennis and racket clubs.
18. Household, sickroom or office equipment rental and services.
19. Car wash facilities, auto part stores, auto service stations and convenience market with the sale or dispensing of gasoline.
20. Outdoor display areas for the sale of new or used automobiles, trucks, boats, trailers, and recreational vehicles and for the rental of such vehicles provided all sales, repair and rental activities are conducted within a building.
21. General auto repair, including auto painting and body repair, provided all repair operations are conducted within a building. May include an outside vehicle storage area to be used only for vehicles under repair which shall be screened from any street or surrounding property.
22. Nurseries, flower and plant sales, provided all incidental equipment and supplies including fertilizer and empty cans, are kept within a completely enclosed building or within an area enclosed on all sides by a solid fence or wall at least six (6) feet in height and no goods, materials or objects are stacked higher than the fence or wall.
23. Mobile Food Vendors provided that such uses may not be located within any portion of the public right-of-way (including sidewalks).
24. Mobile Vendors provided that such uses may not be located within any portion of the public right-of-way (including sidewalks).
25. Religious Institutions.

C. Conditional Uses - “C-2” Zoning District.

1. Those uses permitted by right in the “C-2” Community Commercial Zoning District with a gross floor area greater than 50,000 square feet.
2. Large retail establishment with a gross floor area greater than twenty-five thousand (25,000) square feet; provided the site has direct frontage onto a roadway that is designated in the San Luis General Plan – Transportation Element as a major arterial roadway or greater.
3. Hospital and outpatient clinics.
4. Public or private substance abuse, detoxification and treatment centers, and recovery centers.
5. Outdoor entertainment and amusement facilities such as; drive-in theaters, game arcade, miniature golf, batting cages, go-cart tracks and similar uses.

6. Retail sales conducted outdoors as a primary use, such as but not limited to; swap meets, flea markets and auctions.
7. Parking lot for farm worker buses, tour buses and semi-truck rigs; but not for the parking of semi-trailers.
8. Wireless communication towers and antennas in accordance with the requirements of Chapter 19 of this Ordinance.
9. Medical marijuana dispensary offsite cultivation location, subject to the requirements found in Section 14.15 Medical Marijuana Uses.

D. Temporary Uses - "C-2" Zoning District.

1. Holiday or seasonal sales activities such as; pumpkin sales lots and Christmas tree sales lots. Permanent structures shall not be permitted under a temporary use permit. Seasonal lots may need additional zoning clearance and/or a building permit. A temporary residential use of a travel trailer by the seasonal tenant may be permitted on-site for security purposes for the seasonal sales activity provided it is located within the buildable area of the lot. Appropriate dust control abatement shall be provided.
2. Temporary uses such as revivals, carnivals, circus and auctions provided that the temporary uses do not displace required parking for the permitted "C-2" uses. Appropriate dust control abatement shall be provided.

E. Site Design Standards - "C-2" Zoning District.

1. All new multi-building commercial developments (subdivisions) shall be subject to requirements set forth in the San Luis Subdivision Ordinance.
2. Parking areas adjacent to the required front yard shall be screened by a decorative wall or landscape berm or combination thereof to a height not to exceed three (3) feet in order to adequately screen the parked vehicles.
3. Parking areas other than in front of the principal building is strongly encouraged.
4. Trash and refuse collection containers shall be screened with a six (6) foot decorative wall. Trash and refuse containers shall be located such that they are not the visual focal point of a driveway or parking area, or cannot be viewed from a public street. Projects which provide on-site daily management and maintenance personnel (i.e. service stations and convenience markets), and which have refuse enclosures at highly visible locations, shall provide latching gates for screening the opening to the enclosure.
5. Equipment such as, but not limited to, vending machines should be placed in an area designed for their use and situated in a manner so as not to block vehicular or pedestrian traffic, reduce any required parking, or block the sidewalk.
6. Service and loading bays (car wash, automotive service, tire, etc) should be oriented

away from adjacent residential zoning district and are encouraged to design these areas not to front onto the public street.

7. Outside storage areas shall be screened from the public street view and adjacent residences, office, and other commercial uses to a height of at least six (6) feet with a decorative wall; except for outdoor landscape/garden centers. Materials shall not be stacked, piled, or stored in such a manner as to project above the screen wall.
8. Drive-through windows should not face the primary street.
9. Link structures to the public sidewalk where possible with pavement, landscaping, street furniture and canopies.
10. A perimeter decorative wall, a minimum of six (6) feet in height, shall be required along and adjacent to the side or rear property line of a commercial development that abuts a residential district whether separated by an alley or not. Any access gates shall be constructed of opaque material to provide effective site screening.
11. The exterior side of perimeter walls shall be decoratively treated to match the architectural style and design of the commercial building.
12. Building site details related to utility boxes, transformers, generators, chiller farms, mailboxes, trash bins and air conditioning units shall be integrated into the overall design of the building and/or development and screened from view, yet remain accessible for servicing.
13. Mechanical equipment and similar utility devices, whether ground level or roof mounted, shall be screened from public view and designed to appear as an integral part of the building. The mechanical equipment screening shall be included in the overall building height. Mechanical equipment shall be treated to be non-reflective. Electrical meters, service components, and SES cabinets shall be screened from public view and designed to appear as an integral part of the building.

F. Recommended Architectural Standards – “C-2” Zoning District.

1. All exterior elevations (360° architecture) shall provide architectural detailing; not just the front elevation.
2. Exterior building design, as well as architectural details related to color, patterning, finish, type and application of materials and building form, shall be coordinated for all elevations of a building to achieve harmony and continuity of design on all elevations.
3. The building materials of a project shall be durable, require low maintenance, and be of a substantial quality. The City strongly encourages all new buildings to meet LEED (Leadership in Energy and Environmental Design) certification standards.
4. Roof access shall be from within the building.
5. Subtler, less intense colors should be used on larger, more plain-looking buildings, while the use of a greater variety and intensity of color should be reserved for smaller structures. The use of accent colors is encouraged to provide a festive and

lively streetscape. Color should be used to accent entryways and special architectural features of a building.

6. Full roof architecture utilizing simple and varied roof forms is encouraged for all new commercial development; while long, continuous mansard roofs, false mansard roofs, large expanses of flat roofs and veneer (false-front) parapets are discouraged. Parapet walls should be designed and constructed in a manner to appear as a solid, three-dimensional form rather than a veneer.

G. Additional Requirements for Large Retail Establishments.

1. All large retail establishments and commercial centers with a building area over 50,000 square feet shall provide a pedestrian shopping design with sidewalks, seating, trees, lighting, pedestrian scale signage, and connectivity to and through the parking areas. At least one significant pedestrian amenity, such as an outdoor seating area or a courtyard shall be provided.
2. Parking areas shall be distributed around the large scale retail buildings in order to shorten the distance to other buildings and public sidewalks and to reduce the overall scale of the paved surface. No more than fifty (50) percent of the off-street parking area for the entire property should be located between the front façade of the principal building(s) and the primary abutting street.
3. Pedestrian walkways within the commercial centers shall be differentiated from driving surfaces through a change of materials.
4. All buildings on the same site shall be architecturally unified. This provision shall apply to new construction, additions and remodeling. Architectural unity means that buildings shall be related in architectural style, color scheme, and building materials but that does not mean identical.
5. Flat, monolithic facades are not permitted. The building façade shall incorporate both horizontal and vertical elements.
6. Display windows, awnings, entry areas, and arcades must total at least 60% of the large scale retail building facade length abutting a public street.
7. Storefronts with no windows and small doors are not permitted.
8. A variety of roof types are permitted. Distinct and interesting rooflines instead of flat roofed structures shall be encouraged. A substantial cornice should be used at the top of a parapet wall or roof edge, providing a distinctive cap to the building facade.
9. Large scale retail uses that have outdoor storage areas shall incorporate the outdoor storage area into the architecture of the primary building. Screening materials and colors shall be consistent with the overall theme of the building.

H. Open Space Standards – “C-2” Zoning District.

1. Open space shall be required for all new developments, based on the net area of the development, as delineated in Table No. 6. The required on-site parking areas/lot

and the required parking lot landscaping shall not be calculated as open space. However, building setbacks, street frontage and on-site retention areas may be calculated as open space if those areas are landscaped.

2. A commercial development, developed as a commercial subdivision, shall provide the minimum net acreage, as delineated in Table No. 6, on a subdivision basis through the subdivision process.

Section 7.3 “MU” Mixed Use Zoning District.

A. Purpose. The purpose of this Zoning District is to provide a location for small scale, well designed, professional offices, personal services, limited retail, and residential within a mixed use environment. It is intended that this district accommodate a range of uses that encourages and allows both residential and commercial development either as the primary use or secondarily in either a vertical mixture or horizontal mixture if attached, and as adjacent uses if detached.

B. Permitted Uses - “MU” Zoning District. Commercial uses shall be restricted to a maximum tenant space size of 4,000 square feet.

1. Professional, administrative and general offices.
2. Residential units, either single or multi-residential in nature, developed as either attached or detached units or in combination with any other permitted use; excluding mobile homes and manufactured homes.
3. Bed and breakfast establishments.
4. Retail stores, including but not limited to, the sale of apparel, stationery, cards, gifts, bookstore, bakery, delicatessen, candy shop, coffee house, ice cream shop, art supply shop, photo shop and tobacco store.
5. Personal and household services, including but not limited to, clothing alteration, dry cleaning (without processing), laundromats, seamstress shop, beauty and barber shops, bank or credit union (without drive-thru window), therapeutic massage, travel agency, printing and copy shop, florist and catering service.
6. Music store, video store, bicycle shop, sporting goods store and apparel store.
7. Restaurants and taverns and ancillary outdoor dining; excluding drive-in and drive-through facilities.
8. Child care centers, provided that:
 - a. The facility provides the required outdoor play area.
 - b. The facility is licensed by the State of Arizona Department of Health Services.
9. Art galleries, art studios for the production and teaching of fine art, music schools and dance studios.



AGENDA ITEM REVIEW FORM

Regular City Council Meeting

6. F.

Meeting Date: 08/26/2015

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

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

Action Requested: Motion
Ordinance - 1st Reading

ITEM:

Discussion and possible action on any and all matters regarding First Reading of Ordinance No. 341. An ordinance of the Mayor and City Council of the City of San Luis, Arizona, amending Title IX, General Regulations, Chapter 94, Parks, of the Code of Ordinances by adding a new Section 94.20, designated areas for use of tobacco products at City parks and new Subsection 94.99 (C) providing a penalty for unlawful use of tobacco products at City parks; and providing for severability. **(Glenn Gimbut, City Attorney)**

A. Approval of First Reading of Ordinance No. 341 by title only

SUMMARY:

The Mayor has asked the City to consider the adoption of an ordinance regulating the use of tobacco products at City parks. The attached proposed ordinance would ban the use of such products but allow staff to establish designated areas, where deemed appropriate, where such products may be used. A violation would be a civil offense under the City Code.

RECOMMENDATION / SUGGESTED MOTION:

I hereby move to adopt First Reading of Ordinance No. 341 by title only.

Supporting information not attached to the Agenda Item Review Form:

Draft of ordinance attached

Document to be Recorded?: Yes

Department

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM: No

CITY/STATE/FEDERAL FUNDS: none

TOTAL: 0

BUDGETED: 0

AVAILABLE TO TRANSFER: 0

ACCOUNT #/REMAINING BALANCE: none

FISCAL IMPACT STATEMENT:

No impact

Attachments

Ordinance No. 341



Ordinance

OFFICE OF THE
MAYOR
CITY OF SAN LUIS

NO. 341

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF THE CITY OF SAN LUIS, ARIZONA AMENDING TITLE IX, GENERAL REGULATIONS, CHAPTER 94, PARKS, OF THE CODE OF ORDINANCES BY ADDING A NEW SECTION 94.20, DESIGNATED AREAS FOR USE OF TOBACCO PRODUCTS AT CITY PARKS AND NEW SUBSECTION 94.99 (C) PENALTY FOR UNLAWFUL USE OF TOBACCO PRODUCTS AT CITY PARKS; AND PROVIDING FOR SEVERABILITY

WHEREAS, after discussion and consideration of a request by the youth of San Luis that tobacco products be banned from use in city parks, the Council has determined that it was in the best interest of the public's health and safety to ban the use of tobacco products at city parks, except in designated areas determined by staff.

NOW, THEREFORE, BE IT ORDAINED by the Mayor and Council of the City of San Luis Arizona that Title IX, General Regulations, Chapter 94, Parks, of the Code of Ordinances of the City of San Luis, Arizona, is hereby amended as follows:

Section 1: That a new Section 94.20, Designated Areas for Use of Tobacco Products at City Parks, is hereby added to Chapter 94, Parks, Title IX, General Regulations, of the Code of Ordinances of the City of San Luis, Arizona, as follows:

94.20 Designated Areas for Use of Tobacco Products at City Parks

It shall be unlawful for any person or entity to use tobacco products at city parks other than in areas specifically designated for use of such products. Areas in city parks where the use of tobacco products is allowed shall be determined by staff and such areas will be indicated by the placement of signs where the use of tobacco products shall be allowed.

Section 2: That a new subsection 94.99 (C) creating a penalty for unlawful use of tobacco products is hereby added to Chapter 94, Parks, Title IX, General Regulations, Section 94.99 Penalty, of the Code of Ordinances of the City of San Luis, Arizona, as follows:

(C) *Tobacco products.* A person who violates §94.20 of this chapter is responsible for a civil offense punishable pursuant to §10.99. Each day a violation continues shall be a separate offense punishable as heretofore described.

Section 2: That if any section, subsection, clause, phrase or portion of this ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining provisions hereof.

PASSED AND ADOPTED by the Mayor and City Council of the City of San Luis, Arizona, this _____ day of _____, 2015.

Gerardo Sanchez, Mayor

ATTEST:

Sonia Cornelio, City Clerk

APPROVED AS TO FORM

Glenn Gimbut, City Attorney



AGENDA ITEM REVIEW FORM

Regular City Council Meeting

9. A.

Meeting Date: 08/26/2015

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

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

Action Requested:

ITEM:

Discussion and possible action to hold executive session pursuant to A.R.S. §38-431.01(A)(1) and A.R.S. §38-431.01(A)(3) to discuss the employment of Glenn J. Gimbut as City Attorney, possible extension of contract, and possible contract as part-time employee. **(Justin Pierce, Legal Counsel)**

SUMMARY:

The current contract with the City Attorney expires at the end of August. Glenn Gimbut desires to retire in October. In order for an orderly transition, it is desired to extend his current agreement until October 15, 2015, and then for Glenn to continue in a part time capacity.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO HOLD AN EXECUTIVE SESSION ON THE ITEM CONCERNING THE EXTENSION OF THE CITY ATTORNEY'S CONTRACT AND AFTER OCTOBER 15, 2015 TO CONTINUE IN PART TIME CAPACITY.

Supporting information not attached to the Agenda Item Review Form:

Supporting information NOT attached to this Agenda Item (is attached to the Open Item)

Document to be Recorded?:

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:	Yes
CITY/STATE/FEDERAL FUNDS:	City
TOTAL:	To be determined
BUDGETED:	Yes
AVAILABLE TO TRANSFER:	Not Applicable
ACCOUNT #/REMAINING BALANCE:	\$258,528.00
FISCAL IMPACT STATEMENT:	

Account # 100-117-50000, City Attorney Salaries

Available balance is for a staff of three, amount to be determined.



AGENDA ITEM REVIEW FORM

Regular City Council Meeting

9. B.

Meeting Date: 08/26/2015

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

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

Action Requested:

ITEM:

Discussion and possible action to hold an executive session pursuant to A.R.S. Section 38-431.01(A)(1) and 38-431.03(A)(3) on any and all matters relating to the position of City Attorney and to discuss the recruitment, employment, assignment, appointment, and/or salaries of that position from and after October 15, 2015. **(Justin Pierce, Legal Counsel)**

SUMMARY:

An executive session is appropriate to discuss the options of filling the position of City Attorney. The City Attorney's contract for Glenn Gimbut expires August 31, 2015. It is proposed that the City Attorney's contract be extended to October 15, 2015. This item is to discuss the future of the position after October 15, 2015.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO HOLD AN EXECUTIVE SESSION ON THE ITEM CONCERNING THE POSITION OF CITY ATTORNEY.

Supporting information not attached to the Agenda Item Review Form:

No attachments

Document to be Recorded?:

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM: Yes

CITY/STATE/FEDERAL FUNDS: City

TOTAL: To be determined

BUDGETED: Yes

AVAILABLE TO TRANSFER: Not Applicable

ACCOUNT #/REMAINING BALANCE: \$258,528.00

FISCAL IMPACT STATEMENT:

Account #100-117-50000

City Attorney Salaries



AGENDA ITEM REVIEW FORM

Regular City Council Meeting

11.

Meeting Date: 08/26/2015

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 for extension of contract with City Attorney and approval of contract for part-time employment following the extension. **(Justin Pierce, Legal Counsel)**

SUMMARY:

The current contract with the City Attorney expires at the end of August. Glenn Gimbut desires to retire in October. In order for an orderly transition, it is desired to extend his current agreement until October 15, 2015, and then for Glenn to continue in a part time capacity. The two proposed agreements are to accomplish those goals. They have been reviewed and approved by Justin Pierce acting as special counsel to the City.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO APPROVE THE CONTRACT EXTENSION AGREEMENT FOR THE CITY ATTORNEY UNTIL OCTOBER 15, 2015 AND THE AGREEMENT FOR GLENN GIMBUT TO CONTINUE AS A PART TIME ASSISTANT CITY ATTORNEY FROM AND AFTER OCTOBER 15, 2015 IN THE FORMS PRESENTED.

Supporting information not attached to the Agenda Item Review Form:

Proposed contracts attached.

Document to be Recorded?: No

N/A

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM: Yes
CITY/STATE/FEDERAL FUNDS: City
TOTAL: To be determined
BUDGETED: Yes
AVAILABLE TO TRANSFER: Not Applicable
ACCOUNT #/REMAINING BALANCE: \$258,528.80
FISCAL IMPACT STATEMENT:

Account #100-117-50000

City Attorney Salaries

Amount to be determined

Attachments

Part-Time

Extension Contract

EMPLOYMENT AGREEMENT

This Agreement is made this _____ day of _____, 2015, at the City of San Luis, County of Yuma, State of Arizona, between The City of San Luis, Arizona, (“City”), a municipal corporation of the State of Arizona, 1090 E. Union Street., San Luis, Arizona, and Glenn Gimbut, referred to in this Agreement as “Assistant City Attorney.” This Agreement is to take effect October 16, 2015.

In consideration of the mutual covenants, agreements and promises provided herein, the sufficiency of which is expressly acknowledged, City and Assistant City Attorney agree as follows:

SECTION I TERM AND NATURE OF EMPLOYMENT

At the present time, Assistant City Attorney is employed as the City Attorney and desires to change his status with the City effective October 16, 2015 to the status reflected in this Agreement. The Assistant City Attorney shall be employed by the City of San Luis as a part-time employee beginning on October 16, 2015.

SECTION II HOURS OF WORK

During the Agreement Period, the Assistant City Attorney shall be a part time employee expected to work no more than 19 hours a week for 48 weeks of the year. City agrees that Assistant City Attorney may perform private legal work to the extent such work does not conflict with Assistant City Attorney’s work for the City.

SECTION III DUTIES

The Assistant City Attorney shall represent the City in its legal affairs and provide legal advice and counsel to the City of San Luis, under the supervision and direction of the City Attorney. The Assistant City Attorney shall serve the City diligently and according to his best professional and personal abilities in all respects, and generally do all things for the best interests of the City usually done by persons occupying his position as a legal officer of a political subdivision.

SECTION IV RATE OF COMPENSATION

- A. The salary of the Assistant City Attorney shall be an annual base salary of \$58,500, payable bi-weekly.
- B. City agrees to provide a cell phone and a tablet to Assistant City Attorney in the same

manner as it does for department heads of the City.

C. The Council may review, evaluate, and complete the evaluation of the performance of the Assistant City Attorney from time to time during the term of this Agreement. The structure and timing of such review and evaluation, as well as any adjustment in base salary or other compensation, shall be in the sole discretion of the City Council.

D. The Council agrees to budget and pay for the professional dues and subscriptions of the Assistant City Attorney for his continuation and participation in the State Bar of Arizona and national, regional, state and local associations and organizations necessary for his continued professional participation, growth and advancement, and for the good of the City. The Council also agrees to budget and to pay for the travel and subsistence expenses of Assistant City Attorney to attend short courses, institutes, seminars, and conferences as the City Attorney deems appropriate.

E. Unless otherwise stated herein, Assistant City Attorney shall be entitled to all other employment benefits provided for parttime employees of the City.

SECTION V

EXPIRATION OR TERMINATION OF THIS AGREEMENT

A. The term of this Agreement (“Agreement Period”) shall continue until such time as this Agreement is terminated in accordance with this Section V.

B. Assistant City Attorney may resign from his employment at any time upon the giving of at least thirty (30) days written notice to the Mayor and Council, unless the parties otherwise agree.

C. City Council agrees to give Assistant City Attorney at least thirty (30) days written notice of termination, unless the parties otherwise agree.

D. Upon termination, Assistant City Attorney shall only be entitled to compensation earned to the effective date of termination.

SECTION VI

CONTRACT TERMS TO BE EXCLUSIVE

This written agreement contains the sole and entire agreement between the parties and shall supersede any and all other agreements between the parties. The parties acknowledge and agree that neither of them has made any representation with respect to the subject matter of this Agreement nor any representations inducing its execution and delivery except such representations as are specifically set forth in this writing and the parties acknowledge that they have relied on their own judgment in entering into the same. The parties further acknowledge that any statements or representations that may have been made by either of them to the other are void and of no effect and that neither of them has relied on such statements or representations in connection with its dealings with the other.

SECTION VII
WAIVER OR MODIFICATION INEFFECTIVE
UNLESS IN WRITING

It is agreed that no waiver or modification of this Agreement or of any covenant, condition, or limitation contained in it shall be valid unless it is in writing and duly executed by the party to be charged with it, and that no evidence of any waiver or modification shall be offered or received in evidence in any proceeding, arbitration, or litigation between the parties arising out of or affecting this Agreement, or the rights or obligations of any party under it, unless such waiver or modification is in writing, duly executed as above. The parties agree that the provisions of this paragraph may not be waived except by a duly executed writing.

SECTION VIII
CONTRACT GOVERNED BY LAW OF
STATE OF ARIZONA

A. The parties agree that it is their intention and covenant that this Agreement and performance under it and all suits and special proceedings relating to it be construed in accordance with and under and pursuant to the laws of the State of Arizona and that in any action, special proceeding, or other proceeding that may be brought arising out of, in connection with, or by reason of this Agreement, the laws of the State of Arizona shall be applicable and shall govern to the exclusion of the law of any other forum, without regard to the jurisdiction in which any action or special proceeding may be instituted.

B. In the event that the City adopts as a policy a program of settling employment claims or suits by binding arbitration, and adopts a form of agreement for new employees to sign during the course of this Agreement, Assistant City Attorney agrees to sign said agreement and be bound by the same.

C. This Agreement shall be subject to the cancellation provisions of ARS §38-511.

In witness whereof, the City of San Luis, Arizona has caused this Agreement to be signed and executed on its behalf by its Mayor and duly attested to by its Deputy Clerk, and Glenn Gimbut, Assistant City Attorney, has signed and executed this Agreement at 1090 E. Union Street, San Luis, Arizona on the ____ day of _____ 2015.

Glenn Gimbut, Assistant City Attorney

Gerardo Sanchez, Mayor

Attest:

Sonia Cornelio, Clerk

Approved as to form:

Special Counsel

4829-8853-9431, v. 1

EMPLOYMENT AGREEMENT

This Agreement is made this _____ day of _____, 2015, at the City of San Luis, County of Yuma, State of Arizona, between The City of San Luis, Arizona, (“City”), a municipal corporation of the State of Arizona, 1090 E. Union Street., San Luis, Arizona, and Glenn Gimbut, referred to in this Agreement as “City Attorney.” This Agreement is to extend the Employment Agreement between the City and Mr. Gimbut dated _____, 2014, (“2014 Agreement”) and said agreement shall remain in full force and effect for the period of extension, unless specifically modified herein. It is the intention of the City and the City Attorney that their current employment relationship continue as before, except as expressly modified by this Agreement.

In consideration of the mutual covenants, agreements and promises provided herein, the sufficiency of which is expressly acknowledged, City and City Attorney agree as follows:

SECTION I TERM AND NATURE OF EMPLOYMENT

This Employment Agreement is for a specific and limited duration. The City Attorney shall be employed by the City of San Luis as City Attorney through October 15, 2015, (the “Agreement Period”), unless the City Attorney’s employment is terminated at an earlier date pursuant to Section V of the 2014 Agreement.

SECTION II DEVOTION OF FULL TIME TO BUSINESS

During the Agreement Period, the City Attorney shall devote the whole of his time, attention, and energies to the performance of his duties as the City Attorney of the City of San Luis, Arizona. City agrees that City Attorney may perform private legal consultation services.

SECTION III DUTIES

During the Agreement Period, the City Attorney shall represent the City in its legal affairs and provide legal advice and counsel to the City of San Luis. He shall supervise all other attorneys working for or otherwise representing the City of San Luis in its legal affairs, subject to the direction and control of the City Council of the City of San Luis, and perform the duties of the office of City Attorney as set forth in the ordinances and Code of the City of San Luis, Arizona as well as the functions and duties specified in the applicable Arizona Statutes. The City Attorney shall serve the City diligently and according to his best professional and personal abilities in all respects, and generally do all things for the best interests of the City that is usually done by persons occupying his position as the chief legal officer of a political subdivision.

SECTION IV

RATE OF COMPENSATION

A. The salary of the City Attorney shall continue to be an annual base salary of \$120,000.00 payable biweekly. In addition, the City Attorney shall be paid an additional amount of \$_____ during the month of September, 2015 of the extension period also on a biweekly basis as an addition to his base salary. This additional amount is the City Attorney's agreed upon accrued but unused vacation and sick time as of September 1, 2015, less the City's contributions to the Arizona State Retirement System ("ASRS") made on his behalf.

B. During the Agreement Period, the City Attorney shall continue to accrue vacation time at the rate of Fifteen (15) days per year, which may be calculated on a pro rata basis, and shall continue to accrue sick time at the rate as provided for employees of the City. It is understood and agreed that as of September 1, 2015, the City Attorney will start over with zero days accumulated for unused sick time and/or vacation time, because he will be paid out all accumulated time up to September 1, 2015 in equal installments over the course of September 2015 as noted in paragraph (A).

SECTION V MUTUAL RELEASE OF CLAIMS

A. City Attorney, on behalf of himself, his marital community, and his heirs and assigns, expressly releases City and its representatives, including but not limited to the City Council and their spouses, heirs and assigns, from any and all claims, complaints, causes of action, and demands of any kind, whether known or unknown, which City Attorney has, ever has had, or may have and which are based on acts or omissions which City Attorney knew or should have known about at the time of the signing of this Agreement. This FULL RELEASE AND WAIVER includes, without limitation and to the fullest extent permitted by law, all rights and claims arising under Title VII of the Civil Rights Act of 1964, as amended; the Civil Rights Act of 1866 (Section 1981); the Lilly Ledbetter Fair Pay Act; the Fair Credit Reporting Act; the Labor Management Relations Act; the Equal Pay Act; the Consolidated Omnibus Budget Reconciliation Act; the Fair Labor Standards Act; the Americans with Disabilities Act; the Rehabilitation Act of 1973; the Age Discrimination in Employment Act; the Occupational Safety and Health Act; the Family and Medical Leave Act; the Genetic Information Non-Discrimination Act; the Employment Retirement Income Security Act of 1974; the Labor Management Relations Act; the National Labor Relations Act; the Sarbanes-Oxley Act, the Age Discrimination in Employment Act; the Arizona Civil Rights Act; Arizona Employment Protection Act; Arizona's Wage Statute; and/or any other federal, state or local laws, as well as any contract, tort and/or other common law causes of action arising from or in any way related to City Attorney's relationship with the City of San Luis. This release extends to any and all other claims under any applicable statute, law, regulation, executive order, or ordinance and any and all claims under the common law including, but not limited to, claims for breach of express or implied contracts, promissory estoppel, restitution, intentional interference with contract or business expectancies, wrongful termination, and all tort claims, including but not limited to, negligent or

intentional infliction of emotional distress, negligence, defamation, fraud, misrepresentation, negligent misrepresentation, and negligent hiring or supervision. City Attorney understands that this list is not exhaustive, and agrees that, except for claims that cannot be waived by law, by signing this Agreement he is waiving and releasing all rights and claims, regardless of whether they are included in the above list.

City Attorney agrees not to bring any legal action for any claim waived and/or released under this Agreement and City Attorney represents and warrants that no such claim and/or lawsuit has been filed to date. City Attorney is advised that he has up to twenty-one (21) calendar days to consider this Agreement and Release of Claims. City Attorney acknowledges that he has consulted with an attorney prior to executing this Agreement and Release of Claims.

City Attorney may revoke this Agreement and general release for a period of seven (7) calendar days following the date of his execution of this Agreement and release. Any revocation within this period must be submitted, in writing, to City Manager Robert Eads and state, "I hereby revoke my acceptance of our Employment Agreement and Release of Claims." The revocation must be personally delivered to Mr. Eads at City Hall within seven (7) calendar days after City Attorney executes this Agreement and Release of Claims.

City Attorney agrees that any modifications, material or otherwise, made to this Agreement and Release of Claims, do not restart or affect in any manner the original up to twenty-one (21) calendar day consideration period.

City Attorney acknowledges that he freely and knowingly, and after due consideration, enters in this Employment Agreement and Release of Claims.

B. The City, on behalf of itself, its elected officials, and employees, expressly releases and agrees to defend and indemnify the City Attorney and his spouse, heirs, and assigns, from any and all claims, complaints, causes of action, and demands of any kind, whether known or unknown, which may be asserted, brought, or claimed by the City or any other person or entity alleged to have arisen from the duties performed by the City Attorney as legal counsel for the City at any time. This FULL RELEASE AND WAIVER AND AGREEMENT TO DEFEND AND INDEMNIFY includes, without limitation and to the fullest extent permitted by law, all rights and claims arising under the United States Constitution and/or the Arizona Constitution actionable under 42 U.S.C. § 1983, *et seq.* or any other law and/or any other federal, state or local laws, as well as any contract, tort and/or other common law causes of action arising from or in any way related to the City Attorney's representation of the City of San Luis as legal counsel. This release and agreement to defend and indemnify extends to any and all other claims under any applicable statute, law, regulation, executive order, or ordinance and any and all claims under the common law including, but not limited to, claims for breach of express or implied contracts, promissory estoppel, restitution, intentional interference with contract or business expectancies, and all tort claims, including but not limited to, negligent or intentional infliction of emotional distress, negligence, defamation, fraud, misrepresentation, negligent

misrepresentation, and negligent hiring or supervision. The City understands that this list is not exhaustive, and agrees that, except for claims that cannot be waived by law, by signing this Agreement it is waiving and releasing all rights and claims, regardless of whether they are included in the above list.

SECTION VI
PROVISIONS OF 2014 AGREEMENT TO APPLY UNLESS MODIFIED; CONTRACT
GOVERNED BY LAW OF STATE OF ARIZONA

A. All provisions of the Employment Agreement dated the ____ day of August, 2014 shall govern unless specifically modified herein.

B. The parties agree that it is their intention and covenant that this Agreement and performance under it and all suits and special proceedings relating to it be construed in accordance with and under and pursuant to the laws of the State of Arizona and that in any action, special proceeding, or other proceeding that may be brought arising out of, in connection with, or by reason of this Agreement, the laws of the State of Arizona shall be applicable and shall govern to the exclusion of the law of any other forum, without regard to the jurisdiction in which any action or special proceeding may be instituted.

C. This Agreement shall be subject to the cancellation provisions of A.R.S. §38-511

In witness whereof, the City of San Luis, Arizona has caused this Agreement to be signed and executed on its behalf by its Mayor and duly attested to by its Deputy Clerk, and Glenn Gimbut, City Attorney, has signed and executed this Agreement at 1090 E. Union Street, San Luis, Arizona on the ____ day of _____ 2015.

Glenn Gimbut, City Attorney

Gerardo Sanchez, Mayor

Attest:

Sonia Cornelio, Clerk

Approved as to form:

Special Counsel



AGENDA ITEM REVIEW FORM

Regular City Council Meeting

12.

Meeting Date: 08/26/2015

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 relating to the position of City Attorney. **(Glenn Gimbut, City Attorney)**

SUMMARY:

The City Attorney's contract expires August 31, 2015.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO

Supporting information not attached to the Agenda Item Review Form:

No attachments

Document to be Recorded?: No

N/A

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM: Yes

CITY/STATE/FEDERAL FUNDS: City

TOTAL: To be determined

BUDGETED: Yes

AVAILABLE TO TRANSFER: Not Applicable

ACCOUNT #/REMAINING BALANCE: \$258,528.00

FISCAL IMPACT STATEMENT:

Account#100-117-50000

City Attorney Salaries

Amount to be determined

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM: yes

CITY/STATE/FEDERAL FUNDS: City

TOTAL: To be determined

BUDGETED:	Yes
AVAILABLE TO TRANSFER:	N/A
ACCOUNT #/REMAINING BALANCE:	\$258,528

FISCAL IMPACT STATEMENT:

The remaining balance of \$258,528 is for a staff of three.
