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, April 27, 2016. The meeting will take place at the City Council Chambers, located at 1090 E. Union Street, San Luis, Arizona, 85349. Everyone from the public is invited to attend the open meeting.

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

Notice is hereby given that pursuant to A.R.S. §1-602.A.9, subject to certain specified statutory exceptions, parents have a right to consent before the State or any of its political subdivisions make a video or audio recording of a minor child. Meetings of the City Council are audio and/or video recorded, and, as a result, proceedings in which children are present may be subject to such 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 Seccion 38-431.01 de los Estatutos Revisados del Estado de Arizona, se le informa a los Miembros del Cabildo y al publico en general que el Alcalde y el Cabildo de San Luis, Arizona, tendran una Junta Regular a las 7:00 p.m. el dia Miercoles, 27 de Abril del 2016. La junta se llevara a cabo en la Sala del Cabildo, ubicada en el 1090 E. Union Street, San Luis, Arizona, 85349, el publico esta cordialmente invitado.

De acuerdo con el Acta de Americanos con Discapacidades y la Seccion 504 del Acta de Rehabilitacion del 1973, la Ciudad de San Luis no discrimina por causa de discapacidad la admision y acceso a sus programas, actividades, servicios o en el trato en cuanto a empleo. Para mas informacion referente a derechos y provisiones del Acta de Americanos con Discapacidades o Seccion 504, o para solicitar adaptaciones que sean razonables para la participacion en programas, actividades o servicios de la Ciudad, contactar al: Coordinador del Acta de Americanos con Discapacidades/Seccion 504, Departamento de Recursos Humanos de la Ciudad de San Luis, 1090 E. 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 subdivision politica grabe a un menor de edad, ya sea en audio o video. Las juntas del Cabildo se graban en audio y/o video y como resultado, el hecho de que haya menores presentes puede ser sujeto a que sean grabados. Para que los padres de familia puedan ejercer sus derechos, favor de autorizar por escrito con la Secretaria de la Ciudad a tal grabacion, o tomar accion personal para asegurarse que su hijo/hija menor no este presente cuando la grabacion se lleve a cabo. Si un menor de edad esta presente en el momento de la grabacion, la Ciudad asumira que los padres de familia estan cediendo los derechos sobre una posible grabacion de acuerdo con el Estatuto Revisado del Estado de Arizona §1-602.A.9.

ESTE AVISO ES APROBADO POR:

/f/ Sonia Cornelio, Actuaria de la Ciudad

AMENDED AGENDA
4/26/2016

AGENDA
Regular Meeting
San Luis City Council
San Luis Council Chambers
1090 E. Union Street
San Luis, AZ 85349
April 27, 2016
7:00 P.M.

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

1. CALL TO ORDER/ROLL CALL

2. PLEDGE OF ALLEGIANCE

3. INVOCATION

4. PRESENTATIONS

4. A. Introduction of recently hired employees to City Council and members of the public. Employees hired from January though March 2016. **(Tadeo A. De La Hoya, Interim City Manager)**

4. B. Presentation and recognition of employees by the Employee Recognition and Awards Program for their outstanding work with the City of San Luis. **(Omar Heredia, Programs and Training Coordinator)**

4. C. Presentation about the Yuma 50, a community support mechanism for Yuma's Military. **(Ken Rosevear, Chairman of the Board of the Yuma 50)**

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
-Regular Council meeting held March 9, 2015

5. B. DISBURSEMENTS FROM APRIL 4, 2016 THROUGH APRIL 15, 2016
Total Disbursements $676,905.33
(Six Hundred Seventy-Six Thousand, Nine Hundred Five Dollars and Thirty-Three Cents)

5. C. Discussion and possible action on any and all matters regarding Resolution No. 1143. A resolution of the Mayor and City Council of the City of San Luis, Arizona, County of Yuma, validating the results of a competitive bid for an on-call provider of the City Civil Engineering Services and authorizing the appointment of eight (8) civil engineering firms to a list from which Civil Engineering firms will be drawn on an as-needed basis to provide needed professional services. **(Jenny Torres, Community Development Director)**

5. D. Discussion and possible action on any and all matters regarding Resolution No. 1144. A resolution of the Mayor and City Council of the City of San Luis, Arizona, providing for a Call of Election for the 2016 Primary and General Elections, designating the election dates and purpose, designating the deadline and location for candidates to file Nomination Petitions and designating the deadline for voter registration. **(Sonia Cornelio, City Clerk)**

6. DISCUSSION AND POSSIBLE ACTION ITEMS:

6. A. Discussion on any and all matters regarding a futsal soccer field at Joe Orduño Park and options for regular soccer and other Parks. **(Jennifer Cisneros, Acting Parks and Recreation Director)**

6. B. Discussion and possible action awarding bid and approval of entering into a contract with DPE Construction for constructing Phase I of the 4th Avenue and 1st Avenue and Juan Sanchez Boulevard Roadway Improvements Project. **(Eulogio Vera, Public Works Director)**

6. C. Discussion and possible action on any and all matters regarding the renewal of the AgendaQuick Software Service Agreement between the City of San Luis and Destiny Software Inc. **(Sonia Cornelio, City Clerk)**

6. D. Public hearing followed by discussion and possible action on any and all matters regarding Resolution No. 1142. A resolution of the Mayor and Council of the City of San Luis, Arizona approving and adopting the Arizona Department of Transportation Federal Transit Assistance Disadvantaged Business Enterprises Program Plan. **(Kay Marion Macuil, City Attorney)**

A. Open public hearing
B. Close public hearing
C. Action on Resolution No. 1142

6. E. Discussion and possible action on any and all matters regarding Second Reading of Ordinance No. 349. An ordinance of the Mayor and City Council of the City of San Luis, Arizona, enacting and adopting a supplement to the Code of Ordinances for the City of San Luis, Arizona; repealing any conflicting provisions; and providing for severability. **(Kay Marion Macuil, City Attorney)**

A. Approval of Second Reading of Ordinance No. 349 by title only
B. Approval and adoption of Ordinance No. 349

6. F. Discussion and possible action on any and all matters regarding Resolution No.1145. A resolution of the Mayor and Council of the City of San Luis, Arizona approving Las Quintas de San Luis II Development Agreement between the City of San Luis, Arizona and Riedel Holdings, L.L.C. **(John Starkey, Zoning Administrator)**

6. G. Public hearing followed by discussion and possible action on any and all matters regarding Rezoning Case No. 2016-065, and First Reading of Ordinance No. 351. 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 approximately 28.76 acres located south of County 22nd Street between the East Main Canal and Las Quintas de San Luis Subdivision from Rural Area Residential (RA-10) to Medium Density Residential (R1-6); repealing any conflicting provisions; and providing for severability. **(John Starkey, Zoning Administrator)**

A. Open public hearing
B. Close public hearing
C. Action on First Reading of Ordinance No. 351 by title only

6. H. Public hearing followed by discussion and possible action on any and all matters regarding Rezoning Case No. 2016-066, and First Reading of Ordinance No. 352. 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 approximately 29 acres located on the southwest corner of Avenue E 1/2 and County 23 1/2 Street from Medium-High Density (R-2) to Medium Density Residential (R1-6); repealing any conflicting provisions; and providing for severability. **(John Starkey, Zoning Administrator)**

A. Open public hearing
B. Close public hearing
C. Action on First Reading of Ordinance No.352 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. .§38-431.03(A)(3) and A.R.S. §38-431.03(A)(4)

9. A. Discussion and possible action to hold an executive session pursuant to A.R.S.§38-431.03(A)(3) for discussion or consultation for legal advice with the City Attorney or attorneys and A.R.S. §38-431.03(A)(4) for discussion or consultation with the City Attorney or attorneys in order to consider its position and instruct its attorneys regarding the City's position regarding contracts that are the subject of negotiations relating to the proposals of Sonórtica Dent-ALL Group to be a dental health provider for the City. **(Kay Marion Macuil, City Attorney)**

10. ADJOURNMENT

PRESENTATION

Regular City Council Meeting **4. A.**

Meeting Date: 04/27/2016

Presentation Topic/Summary:

Introduction of recently hired employees to City Council and members of the public. Employees hired from January though March 2016. **(Tadeo A. De La Hoya, Interim City Manager)**

Attachments

New Hire Report

Employee New Hire Report

Hire Date Range 01/01/16 - 03/31/16

Employee	Status	Date of Hire	Primary Department
849 FRAGOZO, WALTER A	A	01/25/2016	Public Works/Highway Users - HURF
850 OROZCO TORRES, FRANCISCO A	A	02/09/2016	Information Tech. Department
857 HIGGINS JR, CRAIG P	A	02/11/2016	Police Department
852 GARCIA, ALDO	A	02/22/2016	Fire Department
851 O'DELL, MICHAEL R	A	02/22/2016	Fire Department
853 PELFREY, COLT A	A	02/22/2016	Fire Department
856 HAGEN, CHRISTINE	A	02/23/2016	City Administration
855 MEDINA, JOSELYN J	A	02/29/2016	City Administration
200 ZARAGOZA, JULIAN M	A	02/29/2016	Police Department
858 ESPINOZA, ROGER	A	03/07/2016	Police Department
859 ZARAGOZA JR, JOSE	A	03/29/2016	Police Department

Grand Totals Employees 12

PRESENTATION

Regular City Council Meeting **4. B.**

Meeting Date: 04/27/2016

Presentation Topic/Summary:

Presentation and recognition of employees by the Employee Recognition and Awards Program for their outstanding work with the City of San Luis. **(Omar Heredia, Programs and Training Coordinator)**

Attachments

Awardee List

2016 – 1st Quarter ERAP Awardees

Years of Service Recognition

20 Years Elias Gonzalez	**15 Years** Victor Lopez Jeremy Humphrey Johnnie Morris	**10 Years** Miguel Alvarez Jose Santiago Roula Jouanne De Encinas Jesus Lopez

1st Quarter ERAP Awardees

Customer Service Award – Janet Taylor, *City Administration*
Achievement Award – Police Department Team - Detective Ernesto Prieto, Lt. Victor Figueroa, Officer Jesus De Leon, Officer Carlos Pacheco, Cpl. Miguel Alvarez, Sgt. Marco Santana, Sgt. Nigel Reynoso, Officer John R. Carrillo, Officer Ernesto Cardenas, Cpl. Emanuel Botello, Canine Officer Jose Vasquez, Canine Officer Damian Miller, Cpl. Alan Guevara, Officer Richard Jessup, Officer Juan De Los Reyes and Transit Officer Adan Garcia, *Police Department*
Award of Excellence – Transit Enforcement Division - Stephanie Rios, Melina Torres, Adan Garcia, and Lizeth Laguna, *Police Department*
Employee of the Quarter – Edgardo Carbajal, *Human Resources*

PRESENTATION

Regular City Council Meeting **4. C.**

Meeting Date: 04/27/2016

Presentation Topic/Summary:

Presentation about the Yuma 50, a community support mechanism for Yuma's Military. **(Ken Rosevear, Chairman of the Board of the Yuma 50)**

Attachments

Yuma 50

Sonia Cornelio

From: Stephany Turner <scrowe@greateryuma.org>
Sent: Monday, April 18, 2016 11:41 AM
To: Sonia Cornelio
Subject: Presentation to Council by Yuma 50

Good Morning Sonia,

I have been asked by the Yuma 50 Board of Directors to ask that the Chairman of the Board of the Yuma 50, Ken Rosevear, give a brief presentation about the Yuma 50 to the San Luis City Council members. At that time a request for a resolution of support from the Council be made.

The Yuma 50 Non-Profit has been created as a community support mechanism for Yuma's Military. The official launch will be held April 29th as a GALA Event to attract supporters and raise funds for advocacy. Senator McCain and his staff have been anxious for Yuma County to create a group of this nature, in order to be a ***Civilian Voice*** in Washington DC when decisions that both negatively and positively impact our active duty military, veterans and the bases located in Yuma County, can be heard.

If you could let me know when this could be placed on the agenda I would greatly appreciate it.

Thank you!

Stephany Turner
Office Manager
Greater Yuma Economic Development Corporation
899 East Plaza Circle, Suite 2
Yuma, Arizona 85365
Telephone: (928) 782-7774
Fax: (928) 782-7775
Cell: (928) 580-6027
Email: scrowe@greateryuma.org

[w
ww.greateryuma.org](http://www.greateryuma.org)

Today is a brand new day. A fresh start. Replace any negativity with positivity. Think happy thoughts. Exercise. Drink lots of water. Fill your body with fuel. Healthy is happy. Inspire yourself. Create. Laugh. Play. Love. Learn. Give someone a compliment. Make a new friend. Do a random act of kindness. It creates good karma. Take chances and finally start living life to its fullest. But no matter what's thrown at you today, smile and remember, tomorrow's always a fresh new start.

Greater Yuma
ECONOMIC DEVELOPMENT CORP

AGENDA ITEM REVIEW FORM

Regular City Council Meeting **5. A.**

Meeting Date: 04/27/2016

Summary

Minutes of

-Regular Council meeting held March 9, 2015

Attachments

3/9/2016 RCM Minutes

MINUTES
Regular Meeting
San Luis City Council
San Luis Council Chambers
1090 E. Union Street
San Luis, AZ 85349
March 9, 2016
7:00 P.M.

1. CALL TO ORDER Mayor Gerardo Sanchez called the Regular City Council meeting to order at approximately 7:04 p.m.

ROLL CALL

PRESENT: Mayor Gerardo Sanchez
Vice-Mayor Matias Rosales (arrived at approximately 7:09 p.m.)
Council Member Mario Buchanan Jr.
Council Member Africa Luna-Carrasco
Council Member Ruben Walshe

ABSENT: Council Member Maria Cecilia Ramos
Council Member Africa Luna-Carrasco

OTHERS PRESENT: Olivia Jenkins, Acting City Manager
Sonia Cornelio, City Clerk
Andrea Ruiz, Court Administrator
Aurora Leon, Chief Court Clerk
Chris Hagen, Management Analyst
Craig Higgins, Chief of Police
Derek Dueñas, Acting I.T. Manager
Eulogio Vera, Public Works Director
Hank Green, Fire Chief
Johnathan Dumadag, I.T. Technician
Josue Aranda, Court Compliance Officer
Kay Macuil, City Attorney
Ketie St. Louis, Finance Director
Luis Marquez, Police Officer
Manuel Rojas, Assistant Public Works Director
Maria Sabori, Human Resources Senior Analyst
Mari Cruz Morado, Court
Rosendo Morales, Magistrate
Cesar Neyoy, Reporter
Lucy Lopez, Reporter
Francisca Guzman, Translator
Eduardo Garcia, Factor Sales
Pamela Green, Visitor

2. PLEDGE OF ALLEGIANCE

The pledge of allegiance was led by Council Member Mario Buchanan Jr.

3. INVOCATION

The invocation was led by Mr. Hank Green, Fire Chief.

4. PRESENTATIONS

4. A. Presentation of plaque to retired Magistrate, Rosendo Morales, Jr. in recognition of his years of service to the City of San Luis. (Maria Sabori, Human Resources Senior Analyst)

Mayor Gerardo Sanchez thanked Mr. Rosendo Morales Jr. for his work and dedication to the City of San Luis.

Mr. Rosendo Morales Jr., Magistrate, stated that he is taking with him a passion for the law and numerous friends. Mr. Morales also thanked City Council, Mayor, City employees and the citizens of the City of San Luis for providing him with great experiences.

4. B. Presentation of awards by the San Luis Police Department to Golden Sponsors for the 10 Mile Poker Ride for the Arizona Special Olympics held December 19, 2015. (Luis Marquez, Code Enforcement Police Officer)

Mr. Luis Marquez, Code Enforcement Police Officer, presented plaques to the sponsors of the ten (10) Mile Poker Ride.

Mr. Josh Montgomery, Special Olympics Arizona Representative, stated they are grateful for the support from the City. Mr. Montgomery also presented two (2) plaques to the San Luis Police Department.

Mayor Gerardo Sanchez thanked Officer Luis Marquez, Code Enforcement Police Officer, for his efforts and thanked the people who donated.

5. CONSENT AGENDA

5. A. MINUTES OF

-Work Session held January 20, 2016
-Special Council Meeting held January 20, 2016
-Regular Council Meeting held January 27, 2016

5. B. DISBURSEMENTS FROM FEBRUARY 15, 2016 TO FEBRUARY 26, 2016

Total Disbursements $558,415.46

(Five Hundred Fifty-Eight Thousand, Four Hundred Fifteen Dollars, and Forty-Six Cents)

5. C. Discussion and possible action on any and all matters regarding a minor amendment to the contract for the services of a Magistrate pending the recruitment for the appointment of a Magistrate by San Luis City Council. (Kay Marion Macuil, City Attorney)

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

6. DISCUSSION AND POSSIBLE ACTION ITEMS:

6. A. Discussion and possible action on any and all matters regarding the purchase of a new Schwarze Industries, M6 Avalanche Street Sweeper for Department of Public Works, Highway Users Division. (Manuel Rojas, Asst. Public Works Director)

Mr. Manuel Rojas, Assistant Public Works Director, stated that the department was receiving several complains about the street sweepers performance. Mr. Rojas stated that the purchase of a new street sweeper was approved for Fiscal Year 2016, the new street sweeper would bring better services for the residents.

Mayor Gerardo Sanchez asked if the street sweeper would be as complex as the previous one.

Mr. Rojas explained that it is not that complexed and has already scheduled staff to attend training.

MOTION: Council Member Mario Buchanan Jr./ Council Member Ruben Walshe to approve the purchase of street sweeper as presented for a total amount of $247,442.52. Motion passed unanimously.

6. B. Discussion and possible action on any and all matters to approve and authorize a consulting agreement with Albert Holler & Associates to provide services to the City of San Luis regarding "Sales Tax Audit". (Ketie St. Louis, Finance Director)

Ms. Ketie St. Louis, Finance Director, stated that the contract with Albert Holler who is the City of San Luis Tax Auditor expired January 2016. Mr. Holler has changed his terms and conditions that will change the contract to a one (1) year contract and amount would be $2,000.000 per month.

Vice-Mayor Matias Rosales asked why there were changes.

Ms. St. Louis replied that it was because of the new changes in the law.

MOTION: Council Member Ruben Walshe/ Council Member Africa Luna-Carrasco to approve and authorize the consulting agreement with Albert Holler & Associates. Motion passed unanimously.

6. C. Discussion and possible action on any and all matters regarding Resolution No. 1135. A resolution of the Mayor and City Council of the City of San Luis, Arizona approving and authorizing a Memorandum of Understanding between the City of Yuma, City of San Luis, City of Somerton, and the Town of Wellton for a Regional Application under the Yuma Regional Communications System to the Assistance to Firefighters Grant Program for the purpose of obtaining radios. (Hank Green, Fire Chief)

Mr. Hank Green, Fire Chief, stated that the Memorandum of Understanding is to replace all portable and mobile radios that are being used by the Firefighters in the Yuma County. Mr. Green explained that the San Luis Fire Department will match the fund amount of $19,100.00 as a Capital Purchase request for the 2016-2017 Fiscal Year.

MOTION: Council Member Mario Buchanan Jr./ Council Ruben Walshe to approve Resolution No. 1135. Motion passed unanimously.

6. D. Public Hearing followed by discussion and possible action on any and all matters regarding the First Reading of Ordinance No. 348. An ordinance of the Mayor and City Council of the City of San Luis, Arizona, amending the San Luis Tax Code 2014 by adding Subsection 35-840 (d) relating to Sales Tax Rate for Retail Sales of Tangible Personal Property; establishing an effective date; and providing for severability. (Kay Marion Macuil, City Attorney)

A. Open Public Hearing

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

Ms. Kay Macuil, City Attorney, stated that the tax rate of items in excess of $2,500.00 will be lowered to 1.5%. Ms. Macuil, stated that this will encourage businesses with higher price items to come to the City of San Luis.

Mayor Gerardo Sanchez stated that this change will promote more business, car dealerships and businesses with high value items.

Council Member Africa Luna-Carrasco stated that it will promote more options for businesses to promote their commerce in the City of San Luis.

B. Close Public Hearing

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

C. Action on First Reading of Ordinance No. 348

MOTION: Council Member Mario Buchanan Jr./Vice Mayor Matias Rosales to approve the First Reading of Ordinance No. 348 by title only. Motion passed unanimously.

Ms. Sonia Cornelio, City Clerk, read Ordinance No. 348 by title only.

7. SUMMARY OF CURRENT EVENTS

Vice Mayor Matias Rosales stated that he went to Rio Colorado Elementary school with the Fire Department, Police Department and other federal agencies to read to children in celebration of Dr. Seuss birthday. Vice Mayor Matias Rosales also attended Desert View Elementary School's assembly held to promote the end to the "R" word.

Mayor Gerardo Sanchez stated that he attended the inauguration of the 24 hour SENTRI program. Mayor Gerardo Sanchez thanked Customs and Border Protection and the officers that workedwith the changes. Mayor Gerardo Sanchez also added that Vice Mayor Matias Rosales, Mayor Porchas of Somerton and himself will be going to Washington D.C. from March 13th to March 16th to discuss the issues that affect the County in particular to the Port of Entries.

8. CALL TO THE PUBLIC

There were no comments from the public.

9. ADJOURNMENT

MOTION: Vice Mayor Matias Rosales/ Council Member Mario Buchanan Jr. to adjourn the Regular Council Meeting at approximately 7:52 p.m. Motion passed unanimously.

AGENDA ITEM REVIEW FORM

Regular City Council Meeting **5. B.**

Meeting Date: 04/27/2016

Summary

DISBURSEMENTS FROM APRIL 4, 2016 THROUGH APRIL 15, 2016
Total Disbursements $676,905.33
(Six Hundred Seventy-Six Thousand, Nine Hundred Five Dollars and Thirty-Three Cents)

Attachments

Disbursements 4/27/2016

City of San Luis
Finance Department

COUNCIL MEETING April 27, 2016
Disbursement Reports from 4/04/2016 to 4/15/2016

Bank Accounts	Check Date	Amount	Schedule
Accounts Payable Check Account	4/4/2016	$ 209.00	Schedule A
Accounts Payable Check Account	4/6/2016	$ 85,000.00	Schedule B
Accounts Payable Check Account	4/7/2016	$ 45,031.80	Schedule C
Accounts Payable Check Account	4/7/2016	$ 101,905.08	Schedule D
Payroll Check Account	4/7/2016	$ 231,237.63	Schedule E
Accounts Payable Check Account	4/7/2016	$ 37,223.80	Schedule F
Accounts Payable Check Account	4/13/2016	$ 5,292.68	Schedule G
Accounts Payable Check Account	4/14/2016	$ 34,067.47	Schedule H
Accounts Payable Check Account	4/14/2016	$ 136,785.87	Schedule I
Accounts Payable Check Account	4/14/2016	$ 152.00	Schedule J
Total Disbursements:		**$ 676,905.33**	

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

Prepared by Margarita Dominguez: Margarita Dominguez

Verified by Finance Director: C Cortés by kst

For Council approval on: _____

Mayor: _____

Council: _____

_____

_____

_____

_____

_____

CITY OF SAN LUIS
OFFICE OF THE CITY CLERK
2016 APR 19 PM 3:55
RECEIVED

City of San Luis

Payment Batch Register

Bank Account: 1BYPAYABLE - 1st BY Accounts Payable
Batch Date: 04/04/2016

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Bank Account: 1BYPAYABLE - 1st BY Accounts Payable						
Check	04/04/2016	74798	Accounts Payable	BOBADILLA, YADIRA		209.00

Invoice	Date	Description	Amount
BOBADILLA 040416	04/04/2016	TRAVEL - FOLLOWING THE MONEY	209.00

1BYPAYABLE 1st BY Accounts Payable Totals:		Transactions: 1	$209.00
Checks:	1	$209.00	

Prepared By:
Maggie Dominguez
Date: 4/4/16

City of San Luis

Payment Batch Register

Bank Account: 1BYPAYABLE - 1st BY Accounts Payable
Batch Date: 04/06/2016

B

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Bank Account: 1BYPAYABLE - 1st BY Accounts Payable						
Check	04/06/2016	74799	Accounts Payable	GREATER YUMA PORT AUTHORITY		85,000.00

Invoice	Date	Description	Amount
2016-00000896	10/30/2015	ROADWAY IMPROVEMENTS F/ MAGRINO INDUSTRIAL PARK	85,000.00

1BYPAYABLE 1st BY Accounts Payable Totals: Transactions: 1 $85,000.00

Checks: 1 $85,000.00

Prepared By:
Maggie Dominguez
Date: 4/6/16

C 4/6/16

City of San Luis

Payment Batch Register

Bank Account: 1BYPAYABLE - 1st BY Accounts Payable

Batch Date: 04/07/2016

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Bank Account: 1BYPAYABLE - 1st BY Accounts Payable						
Check	04/07/2016	74800	Accounts Payable	ARIZONA DEPARTMENT OF REVENUE		251.70
	Invoice		Date	Description		Amount
	EP #2		04/06/2016	EP #2 1509654		251.70
Check	04/07/2016	74801	Accounts Payable	CALIFORNIA STATE DISBURSEMENT UNIT		164.31
	Invoice		Date	Description		Amount
	2016-00000897		04/06/2016	532 - GARNISHMENT - CHILD SUPPORT		164.31
Check	04/07/2016	74802	Accounts Payable	FOP/ALC		296.00
	Invoice		Date	Description		Amount
	2016-00000898		04/06/2016	714 - FOP/ALC		296.00
Check	04/07/2016	74803	Accounts Payable	INTERNAL REVENUE SERVICE		50.00
	Invoice		Date	Description		Amount
	2016-00000899		04/06/2016	533 - GARNISHMENT		50.00
Check	04/07/2016	74804	Accounts Payable	MAGALLANES , CESAR		49.41
	Invoice		Date	Description		Amount
	REIMB 04072016		04/06/2016	REIMB 04072016		49.41
Check	04/07/2016	74805	Accounts Payable	PUBLIC SAFETY PERSONNEL RET SY		33,496.53
	Invoice		Date	Description		Amount
	psprs ppe 040116		04/06/2016	PSPRS PPE 04012016		33,496.53
Check	04/07/2016	74806	Accounts Payable	PUBLIC SAFETY PERSONNEL RET SY		947.89
	Invoice		Date	Description		Amount
	PSPRS PPE 040120		04/06/2016	PSPRS PPE 04012016		947.89
Check	04/07/2016	74807	Accounts Payable	PUBLIC SAFETY PERSONNEL RET SY		5,283.29
	Invoice		Date	Description		Amount
	SOME 040116		04/06/2016	SOME PPE 03202016		5,283.29
Check	04/07/2016	74808	Accounts Payable	SAN LUIS POLICE OFFICERS ASSOC		330.00
	Invoice		Date	Description		Amount

City of San Luis

Payment Batch Register

Bank Account: 1BYPAYABLE - 1st BY Accounts Payable
Batch Date: 04/07/2016

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
	2016-00000900		04/06/2016	539 - ASK COPS - SLPD		330.00
Check	04/07/2016	74809	Accounts Payable	SUPPORT PAYMENT CLEARINGHOUSE		3,466.17
	Invoice		Date	Description		Amount
	CS PPE 040116		04/06/2016	CS PPE 04012016		3,466.17
Check	04/07/2016	74810	Accounts Payable	UNITED WAY OF YUMA COUNTY INC.		33.00
	Invoice		Date	Description		Amount
	2016-00000901		04/06/2016	705 - UNITED WAY		33.00
Check	04/07/2016	74811	Accounts Payable	UNITED YUMA FIRE FIGHTERS-IAFF		578.50
	Invoice		Date	Description		Amount
	2016-00000902		04/06/2016	543 - IAFF- FIRE DEPT		578.50
Check	04/07/2016	74812	Accounts Payable	ZIONS FIRST NATIONAL BANK		85.00
	Invoice		Date	Description		Amount
	2016-00000903		04/06/2016	533 - GARNISHMENT		85.00
1BYPAYABLE 1st BY Accounts Payable Totals:				Transactions: 13		$45,031.80
	Checks:	13	$45,031.80			

Prepared By:
Maggie Dominguez
Date: 4/7/16

City of San Luis

Payment Batch Register

Bank Account: 1BYPAYABLE - 1st BY Accounts Payable

Batch Date: 04/07/2016

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Bank Account: 1BYPAYABLE - 1st BY Accounts Payable						
Check	04/07/2016	74813	Accounts Payable	ALBERT HOLLER & ASSOCIATES		2,000.00

Invoice	Date	Description	Amount
2016-00000907	03/31/2016	SALES TAX AUDITOR - MARCH 2016	2,000.00

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	04/07/2016	74814	Accounts Payable	ALSCO, INC		509.61

Invoice	Date	Description	Amount
LYUM1048711	03/11/2016	UNIFORM SERVICE FOR PARKS EMPLOYEES	83.28
LYUM1046749	03/04/2016	UNIFORM SERVICE FOR PARKS EMPLOYEES	87.75
LYUM1048709	03/11/2016	UNIFORM SERVICES - FLEET SERVICES	50.84
LYUM1046747	03/04/2016	UNIFORM SERVICES - FLEET SERVICES	50.84
LYUM1046748	03/04/2016	UNIFORM SERVICES - FACILITIES SERVICES	67.21
LYUM1048710	03/11/2016	UNIFORM SERVICES - FACILITIES SERVICES	67.21
LYUM1052299	03/24/2016	UNIFORM SERVICES FOR UTILITIES	25.62
LYUM1050348	03/17/2016	UNIFORM SERVICES FOR UTILITIES	25.62
LYUM1046356	03/03/2016	UNIFORM SERVICES FOR UTILITIES	25.62
LYUM1048329	03/10/2016	UNIFORM SERVICES FOR UTILITIES	25.62

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	04/07/2016	74815	Accounts Payable	ANGEL'S TOWING SERVICE/AUTO SALES		150.00

Invoice	Date	Description	Amount
1870	03/23/2016	TOW SERVICES FOR SLPD IMPOUNDED VEHICLES	75.00
1865	03/23/2016	TOW SERVICES FOR SLPD IMPOUNDED VEHICLES	75.00

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	04/07/2016	74816	Accounts Payable	ARIZONA PUBLIC SERVICE		166.81

Invoice	Date	Description	Amount
719801282MAR2016	03/24/2016	ELECTRICITY - BORDER FRIENDSHIP LIGHTS	166.81

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	04/07/2016	74817	Accounts Payable	ARIZONA STATE UNIVERSITY		1,290.00

Invoice	Date	Description	Amount
1676417-91459176	04/05/2016	FIFTH CPM ONLINE SESSION FOR J. HUMPHREY	645.00
1676417-91458860	04/05/2016	FIFTH CPM ONLINE SESSION FOR J. MORRIS	645.00

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	04/07/2016	74818	Accounts Payable	ARIZONA WESTERN COLLEGE		200.45

Invoice	Date	Description	Amount

City of San Luis

Payment Batch Register

Bank Account: 1BYPAYABLE - 1st BY Accounts Payable

Batch Date: 04/07/2016

Type	Date	Number	Source	Payee Name / Description	EFT Bank/Account	Transaction Amount
	2016-00000905		04/07/2016	CITY OF SAN LUIS WORK STUDY		200.45
Check	04/07/2016	74819	Accounts Payable	BARRON, MIGUEL		193.00
	Invoice		Date	Description		Amount
	BARRON 041116		04/07/2016	TRAVEL - 'SOLVING HOMICIDES INVESTIGATION STEPS TO SUCCESS'		193.00
Check	04/07/2016	74820	Accounts Payable	BORDER GYM FITNESS LLC		1,050.00
	Invoice		Date	Description		Amount
	00004		04/01/2016	MONTHLY SERVICE FEE - MARCH 2016		1,050.00
Check	04/07/2016	74821	Accounts Payable	CORE ENGINEERING GROUP, PLLC		33,608.00
	Invoice		Date	Description		Amount
	2544		03/31/2016	4TH AVE/1ST AVE & J. SANCHEZ BLVD ROADWAY IMPROVEMENTS		33,608.00
Check	04/07/2016	74822	Accounts Payable	DAHL, ROBINS & ASSOCIATES, INC		18,325.40
	Invoice		Date	Description		Amount
	13288		09/30/2015	ENGINEERING SERVICES FOR WIFA GRANT #810045-14		18,325.40
Check	04/07/2016	74823	Accounts Payable	DE LEON, JESUS		91.00
	Invoice		Date	Description		Amount
	DELEON 041316		04/07/2016	TRAVEL - INTERNET DATA MINING W/ SOCIAL NETWORKING		91.00
Check	04/07/2016	74824	Accounts Payable	DESERT DOCUMENT SHREDDERS, LLC		70.00
	Invoice		Date	Description		Amount
	28735		03/14/2016	DOCUMENT DESTRUCTION SERVICES		35.00
	29896		04/06/2016	DOCUMENT DESTRUCTION SERVICES		35.00
Check	04/07/2016	74825	Accounts Payable	EDUCATIONAL SERVICES INC		7,242.72
	Invoice		Date	Description		Amount
	005311		03/25/2016	EMPLOYEE COST AGREEMENT FOR J. DELAVARA PPE 031216		7,242.72
Check	04/07/2016	74826	Accounts Payable	FERRELLGAS, LP		276.89
	Invoice		Date	Description		Amount
	RNT6324063		02/24/2016	250 GAL TANK RENTAL FROM 2/11/16- 2/10/17		69.36
	1091406944		03/22/2016	PROPANE GAS FOR SLFD STOVE		207.53
Check	04/07/2016	74827	Accounts Payable	FRESH TERRA SERVICES LLC		2,165.00

City of San Luis

Payment Batch Register

Bank Account: 1BYPAYABLE - 1st BY Accounts Payable
Batch Date: 04/07/2016

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
	Invoice		Date	Description		Amount
	4810		03/10/2016	LAB SAMPLES@ST JUDE CHURCH DUE TO SEWER LINE SPILLAGE		720.00
	4859		03/24/2016	GROUNDWATER & WASTEWATER ANALYSIS REQUIRED BY ADEQ REGULATIONS		150.00
	4850		03/22/2016	GROUNDWATER & WASTEWATER ANALYSIS REQUIRED BY ADEQ REGULATIONS		150.00
	4789		03/03/2016	GROUNDWATER & WASTEWATER ANALYSIS REQUIRED BY ADEQ REGULATIONS		150.00
	4809		03/10/2016	GROUNDWATER & WASTEWATER ANALYSIS REQUIRED BY ADEQ REGULATIONS		115.00
	4853		03/23/2016	GROUNDWATER & WASTEWATER ANALYSIS REQUIRED BY ADEQ REGULATIONS		295.00
	4852		03/23/2016	GROUNDWATER & WASTEWATER ANALYSIS REQUIRED BY ADEQ REGULATIONS		150.00
	4868		03/28/2016	GROUNDWATER & WASTEWATER ANALYSIS REQUIRED BY ADEQ REGULATIONS		115.00
	4873		03/30/2016	GROUNDWATER & WASTEWATER ANALYSIS REQUIRED BY ADEQ REGULATIONS		205.00
	4875		03/31/2016	GROUNDWATER & WASTEWATER ANALYSIS REQUIRED BY ADEQ REGULATIONS		115.00
Check	04/07/2016	74828	Accounts Payable	FX TACTICAL, LLC		3,846.27
	Invoice		Date	Description		Amount
	I1-10001605		02/16/2016	DUTY EQUIPMENT FOR POLICE RECRUITS/NEW OFFICERS		3,846.27
Check	04/07/2016	74829	Accounts Payable	GARCIA-BONILLA, ELIZABETH		183.65
	Invoice		Date	Description		Amount
	GB 040716		04/07/2016	REIMBURSEMENT - LODGING FOR CPM COURSE		183.65
Check	04/07/2016	74830	Accounts Payable	GERARDO FELIX /SAN LUIS FIRE EXTINGUISHER		652.58
	Invoice		Date	Description		Amount
	2016-00000909		03/03/2016	FIRST AID SUPPLIES FOR ADMINISTRATION WING		211.44
	2016-00000910		03/03/2016	FIRST AID KIT REFILLED AT SLPD		245.75
	2016-00000911		03/03/2016	RESTOCK FIRST AID KIT/CABINET@PW YARD		195.39
Check	04/07/2016	74831	Accounts Payable	GETHSEMANI FOOD MINISTRY		3,000.00
	Invoice		Date	Description		Amount

City of San Luis

Payment Batch Register

Bank Account: 1BYPAYABLE - 1st BY Accounts Payable

Batch Date: 04/07/2016

Type	Date	Number	Source	Payee Name / Description	EFT Bank/Account	Transaction Amount
	2016-00000906		04/07/2016	COUNCIL SPONSORSHIP/PLEDGES		3,000.00
Check	04/07/2016	74832	Accounts Payable	GRANITE ENVIRONMENTAL INC		4,203.96
	Invoice		Date	Description		Amount
	32065		03/18/2016	LITTLE VULCAN SMALL SCALE BURNER FOR CONTROLLED BURNING - SLPD		4,203.96
Check	04/07/2016	74833	Accounts Payable	GREEN D. HENRY		285.51
	Invoice		Date	Description		Amount
	2016-00000912		04/07/2016	PUBLIC SAFETY PERSONNEL RETIREMENT SYSTEM REIMBURSEMENT		260.00
	GREEN 040716		04/07/2016	REIMBURSEMENT - PURCHASED BOWLS FOR STATION		25.51
Check	04/07/2016	74834	Accounts Payable	GUERRERO , JUAN MANUEL		1,336.00
	Invoice		Date	Description		Amount
	2016-00000908		04/07/2016	TEMPORARY MAGISTRATE FOR MUNICIPAL COURT - 03/21/16-04/01/16		1,336.00
Check	04/07/2016	74835	Accounts Payable	GUTIERREZ , JUAN F		1,125.00
	Invoice		Date	Description		Amount
	16-002		03/09/2016	15 CORPORATE HEADSHOTS		1,125.00
Check	04/07/2016	74836	Accounts Payable	JOHNSON , JOE		1,870.00
	Invoice		Date	Description		Amount
	193754		04/07/2016	BEE REMOVAL - 040116--063016		1,870.00
Check	04/07/2016	74837	Accounts Payable	JOSEPH G. POLLARD CO., INC.		670.70
	Invoice		Date	Description		Amount
	0037193		03/03/2016	SPECIALIZED PENS F/ CHART RECORDER AT WEST WWTP		670.70
Check	04/07/2016	74838	Accounts Payable	LOPEZ, FAUSTO		100.00
	Invoice		Date	Description		Amount
	LOPEZ 040716		04/07/2016	REIMBURSEMENT - STEEL TOE BOOTS		100.00
Check	04/07/2016	74839	Accounts Payable	O'REILLY AUTO PARTS		4,364.12
	Invoice		Date	Description		Amount
	2771-362844		03/01/2016	PURCHASE OF EQUIPMENT FOR CITY SHOP		608.90
	2771-362960		03/02/2016	SW 4813 EE610		214.79
	2771-363115		03/03/2016	PD 0567 EE328		19.12
	2771-363168		03/03/2016	PD 0567 EE328		150.72

City of San Luis

Payment Batch Register

Bank Account: 1BYPAYABLE - 1st BY Accounts Payable

Batch Date: 04/07/2016

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	03/03/2016	2771-363180		FLEET SERVICES 0892 EE610		79.38
	03/07/2016	2771-363747		PARKS 4059 EE610		391.70
	03/08/2016	2771-363849		CREDIT/RETURN		(51.97)
	03/08/2016	2771-363848		PARKS 4059 EE610		38.95
	03/08/2016	2771-363853		HWY USER 3447 EE610		122.99
	03/09/2016	2771-364103		HWY USER 2395 EE610		46.83
	03/09/2016	2771-364099		FIRE DEPT 6467 EE328		731.26
	03/09/2016	2771-364051		PD 6226 EE610		15.28
	03/10/2016	2771-364261		HWY USER 0249 EE610		38.06
	03/11/2016	2771-364356		PD 5713 EE610		28.22
	03/11/2016	2771-364358		PD 5713 EE610		99.57
	03/15/2016	2771-364998		PD 8757 EE610		4.97
	03/15/2016	2771-364936		FLEET SERVICES 0893 EE610		13.37
	03/17/2016	4735-195844		HWY USER 3580 EE328		114.32
	03/17/2016	2771-365325		PD 2214 EE610		80.39
	03/17/2016	2771-365269		FIRE 6467 EE328		41.22
	03/17/2016	2771-365364		PD 2214 EE610		74.53
	03/22/2016	2771-366180		ADMIN 3640 EE610		98.80
	03/22/2016	2771-366190		WW 1680 EE610		140.94
	03/22/2016	2771-366177		WW 1680 EE610		70.47
	03/22/2016	2771-366200		FLEET SERVICES 1413 EE328		99.50
	03/22/2016	2771-366213		HWY USER 4344 EE610		9.94
	03/23/2016	2771-366363		HWY USER 4344 EE610		7.06
	03/24/2016	2771-366539		WW 1680 EE328		23.61
	03/24/2016	2771-366542		WATER 2487 EE610		113.80
	03/24/2016	2771-366543		PD 2916 EE610		27.38
	03/24/2016	2771-366544		PD 2916 EE610		54.76
	03/25/2016	2771-366753		WATER 7519 EE328		4.75
	03/29/2016	2771-367271		HWY 3580 EE180		14.45
	03/29/2016	2771-367267		WW 1680 EE610		9.27
	03/30/2016	2771-367452		FIRE 5571 EE180		725.05
	03/30/2016	2771-367464		FIRE 5571 EE328		78.84
	03/30/2016	2771-367505		FIRE 5571 EE328		18.81
	03/30/2016	2771-367453		PD 3205 EE180		4.09

City of San Luis

Payment Batch Register

Bank Account: 1BYPAYABLE - 1st BY Accounts Payable

Batch Date: 04/07/2016

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
	04/07/2016	74840	Accounts Payable	OFFICE DEPOT		820.61

Invoice	Date	Description	Amount
827302484001	03/02/2016	OFFICE SUPPLIES FOR CULTURAL CENTER	46.65
827302004001	03/02/2016	OFFICE SUPPLIES FOR CULTURAL CENTER	238.18
827326680001	03/02/2016	OFFICE SUPPLIES FOR CULTURAL CENTER	47.44
827326793001	03/02/2016	OFFICE SUPPLIES FOR CULTURAL CENTER	30.35
827302485001	03/02/2016	OFFICE SUPPLIES FOR CULTURAL CENTER	12.04
827122629001	03/02/2016	OFFICE SUPPLIES FOR FINANCE	75.77
826340044001	03/02/2016	OFFICE SUPPLIES FOR UTILITIES	33.96
826340112001	03/02/2016	OFFICE SUPPLIES FOR UTILITIES	34.39
826180076001	02/25/2016	OFFICE SUPPLIES FOR RISK MGMT	32.23
826180192001	02/25/2016	OFFICE SUPPLIES FOR RISK MGMT	42.76
825909542001	02/25/2016	OFFICE SUPPLIES FOR POLICE	167.03
827302483001	03/03/2016	OFFICE SUPPLIES FOR CULTURAL CENTER	46.69
827302481001	03/03/2016	OFFICE SUPPLIES FOR CULTURAL CENTER	13.12

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	04/07/2016	74841	Accounts Payable	PRIETO, ERNESTO		193.00

Invoice	Date	Description	Amount
PRIETO 041116	04/07/2016	TRAVEL - 'SOLVING HOMICIDES INVESTIGATION STEPS TO SUCCESS'	193.00

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	04/07/2016	74842	Accounts Payable	QUINONEZ , FRANCISCO		450.00

Invoice	Date	Description	Amount
5960	03/18/2016	TOW SERVICES FOR SLPD IMPOUNDED VEHICLES	75.00
5999	03/19/2016	TOW SERVICES FOR SLPD IMPOUNDED VEHICLES	75.00
6076	03/20/2016	TOW SERVICES FOR SLPD IMPOUNDED VEHICLES	75.00
6113	03/21/2016	TOW SERVICES FOR SLPD IMPOUNDED VEHICLES	75.00
6299	03/23/2016	TOW SERVICES FOR SLPD IMPOUNDED VEHICLES	75.00
16190	03/22/2016	TOW SERVICES FOR SLPD IMPOUNDED VEHICLES	75.00

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	04/07/2016	74843	Accounts Payable	RAMON MOSQUEDA		54.00

Invoice	Date	Description	Amount
1149	03/16/2016	UNIFORM LOGO EMBROIDERY FOR E.CARBAJAL	54.00

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	04/07/2016	74844	Accounts Payable	REAL PURIFIED WATER LLC		76.50

Invoice	Date	Description	Amount

City of San Luis

Payment Batch Register

Bank Account: 1BYPAYABLE - 1st BY Accounts Payable

Batch Date: 04/07/2016

Type	Date	Number	Source	Payee Name / Description	EFT Bank/Account	Transaction Amount
	13551		03/01/2016	DRINKING WATER FOR SLFD (MARCH 2016)		18.00
	13513		03/09/2016	DRINKING WATER FOR SLFD (MARCH 2016)		9.00
	10381		03/10/2016	DRINKING WATER FOR SLFD (MARCH 2016)		18.00
	12727		03/18/2016	DRINKING WATER FOR SLFD (MARCH 2016)		22.50
	12696		03/23/2016	DRINKING WATER FOR SLFD (MARCH 2016)		9.00
Check	04/07/2016	74845	Accounts Payable	SAM'S CLUB		1,046.25
	Invoice		Date	Description		Amount
	2016-00000913		04/07/2016	EMPLOYEE MEMBERSHIP RENEWAL		1,046.25
Check	04/07/2016	74846	Accounts Payable	SHUCK DRILLING COMPANY LLC		1,346.69
	Invoice		Date	Description		Amount
	7704		01/14/2016	REPAIR MALFUNCTIONING CHECK VALVE PUMP F/ WELL #8@WS#4		1,346.69
Check	04/07/2016	74847	Accounts Payable	STANDARD PRINTING COMPANY, INC		1,469.00
	Invoice		Date	Description		Amount
	20160318		03/18/2016	2016 NEIGHBORHOOD CLEAN-UP MAP INSERTS IN APRIL UTILITY BILLING		1,469.00
Check	04/07/2016	74848	Accounts Payable	TACOS EL CHIPILON, LLC		84.00
	Invoice		Date	Description		Amount
	234218		03/23/2016	FOOD FOR EXECUTIVE SESSION		84.00
Check	04/07/2016	74849	Accounts Payable	TIME WARNER CABLE		64.81
	Invoice		Date	Description		Amount
	2016-00000904		04/07/2016	SERVICE PERIOD 3/30 TO 4/29/16 - SLPD		64.81
Check	04/07/2016	74850	Accounts Payable	VAPEX ENVIRONMENTAL TECHNOLOGIES INC		1,583.79
	Invoice		Date	Description		Amount
	2160303		03/04/2016	REPLACEMENT PARTS F/ VAPEX SYSTEM@LIFTSTATION #300		1,583.79
Check	04/07/2016	74851	Accounts Payable	YUMA ELECTRIC MOTORS & PUMPS		5,518.60
	Invoice		Date	Description		Amount
	16198		04/02/2016	REPAIR DAMAGED SPARE 20HP HOMA SUBMERSIBLE PUMP@MERRILL LS		5,518.60
Check	04/07/2016	74852	Accounts Payable	YUMA WINNELSON CO.		221.16
	Invoice		Date	Description		Amount

City of San Luis

Payment Batch Register

Bank Account: 1BYPAYABLE - 1st BY Accounts Payable
Batch Date: 04/07/2016

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Type	Date	Number	Source		Payee Name	EFT Bank/Account	Transaction Amount
	268535 00			02/19/2016	MONUMENTS F/ NEW SEWER LINE INSTALLED@ST JUDE CHURCH & (1) SPARE		221.16
1BYPAYABLE 1st BY Accounts Payable Totals:					Transactions: 40		$101,905.08
	Checks:	40		$101,905.08			

Prepared By:
Maggie Dominguez
Date: 4/7/16

C 4/7/16

Pay Day Register

Pay Date Range 03/19/16 - 04/01/16
Pay Batch 201607

Pay Batch 201607 Total
Employees in Pay Batch 228
Female Employees in Pay Batch 61

Hours Description	Hours	Gross
100 - REGULAR	15,428.9506	285,314.14
1005 - BEREAVEMENT LEAVE	24.0000	362.16
1009 - PART TIME	453.1668	8,132.11
1011 - SAFER- FIRE EE'S	658.3334	9,168.63
130 - CUSTOMS - O.T.	2.0000	64.92
201 - OVERTIME	211.6672	5,461.63
202 - OP STONE GARDEN- O.T.	262.1667	9,007.77
300 - VACATION EARNED	944.1466	.00
301 - VACATION USED	1,079.3933	20,237.01
400 - SICK EARNED	833.0400	.00
401 - SICK USED	658.9501	12,601.78
500 - ON CALL PAY	.0000	900.00
501 - WORK COMP PSPRS USED	27.0666	532.12
809 - RETRO PAY	.6667	9.47
900 - COMPENSATION EARNED	145.7300	.00
901 - COMPENSATION USED	29.7734	664.59
921 - STEP OVERTIME	6.0000	186.39
Total	20,765.0514	$352,642.72

Withholdings and Deductions		Gross Base
Gross	352,642.72	
FEDERAL TAX WITHHOLDING	20,180.41	293,842.26
SOCIAL SECURITY TAX	21,863.91	352,642.72
MEDICARE	5,113.27	352,642.72
STATE WITHHOLDING	7,786.87	293,842.26
AFLAC - ACCIDENTAL	850.43	.00
AFLAC - HOSPITAL	1,436.18	.00
AFLAC - LIFE	43.33	.00
AFLAC - SPECIFIED	512.23	.00
AFLAC - SPECIFIED HEALTH	89.45	.00
ALLSTATE - LIFE	12.10	.00
ASK COPS - SLPD	330.00	.00
AZ STATE RETIREMENT	25,316.00	221,790.24
AZ STATE RETIREMENT	94.68	.00
AZ STATE RETIREMENT	49.90	.00
CHILD SUPPORT 2	346.56	.00
DEFERRED COMPENSATION	970.00	.00
FOP/ALC	296.00	.00
GARNISHMENT	386.70	.00
GARNISHMENT - CHILD	3,283.92	.00
HUMANA PRE TAX	269.54	.00
IAFF- FIRE DEPT	578.50	.00
LEGAL SHIELD	45.86	.00
LONG TERM DISABILITY	267.67	221,790.24
MASS MUTUAL - LIFE	30.00	.00
MEX ONLY DENTAL - EE &	115.18	.00
MEX ONLY DENTAL - EE &	519.64	.00
MEX ONLY DENTAL - EE &	35.44	.00
MEX ONLY HEALTH - EE & CH	409.60	.00
MEXICO ONLY HEALTH - EE &	2,317.87	.00
MEXICO ONLY HEALTH - EE &	102.40	.00
MISCELLANEOUS	997.46	.00
NEW YORK LIFE - LIFE INS	84.57	.00
PSPRS FIRE	6,000.83	51,509.21
PSPRS POLICE	7,891.77	67,740.64
STANDARD LIFE ADDTNL	685.35	.00
TRANSWESTERN MEXICAN	149.70	.00
U.S. MEX DENTAL - EE &	416.85	.00

Benefits	Amount
ASRS ALTERNATE CONTRIBUTION RATE	275.03
AZ STATE RETIREMENT	25,316.00
DENTAL = FAMILY	398.25
LONG TERM DISABILITY	267.67
MEDICAL MEX ONLY - EE & CHILDREN	1,228.88
MEDICAL MEX ONLY - EE & FAMILY	6,953.30
MEDICAL MEX ONLY - EE & SPOUSE	307.22
MEDICAL MEX ONLY - EE ONLY	98.70
MEX & US HEALTH = EE	28,712.22
MEX ONLY DENTAL - EE & CHILDREN	73.97
MEX ONLY DENTAL - EE & FAMILY	333.96
MEX ONLY DENTAL - EE & SPOUSE	22.76
PSPRS - ALTERNATE CONTRIBUTION	947.89
PSPRS- PENSION- FIRE	6,799.21
PSPRS- PENSION- POLICE	13,521.06
U.S. MEX DENTAL - EE & CHILDREN	267.96
U.S. MEX DENTAL - EE & SPOUSE	63.80
US & MEX DENTAL - EE	1,663.62
US & MEX HEALTH = C	17,284.37
US & MEX HEALTH = FAMILY	9,028.46
US & MEX HEALTH = SP	4,215.70
VISION - SINGLE	564.99
VSP- VISION	520.20
Total	$118,865.22

Direct Deposits	Amount
1st Bank Yuma	23,691.88
Bank of America	404.41
BANK OF AMERICA ALISO	1,003.46
Chase Bank	95,339.06
CHASE BANK CA	1,001.23
Federal Credit Union	27,095.85
FEDERAL CREDIT UNION DS	895.77
FIRST CREDIT UNION	2,534.80
HUGHES FCU	160.00
National Bank	650.00
Navy Federal	2,881.07
NetSpend Corporation DD	120.00

Pay Day Register

Pay Date Range 03/19/16 - 04/01/16

Pay Batch 201607

U.S. MEX DENTAL - EE &	99.25	.00	NORTH ISLAND CREDIT UNION	771.09
UNITED WAY	33.00	.00	Sunbank	476.82
US & MEX DENTAL= FAMILY	619.50	.00	THE FOOTHILLS BANK	1,560.72
US & MEX HEALTH = C	5,761.73	.00	WASHINGTON FEDERAL	4,247.96
US & MEX HEALTH = FAMILY	3,009.44	.00	Wells Fargo	46,465.80
US & MEX HEALTH = SP	1,405.30	.00	Total	$209,299.92
VSP - VISION FAMILY	596.70	.00		
Net	$231,237.63 ✓		Check	$21,937.71

City of San Luis

Payment Batch Register

Bank Account: 1BYPAYABLE - 1st BY Accounts Payable

Batch Date: 04/07/2016

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Bank Account: 1BYPAYABLE - 1st BY Accounts Payable						
Check	04/07/2016	74853	Accounts Payable	AMERICAN LEGAL PUBLISHING		1,646.80

Invoice	Date	Description	Amount
0108447	12/31/2015	SAN LUIS CODE 2015 S-2 SUPLEMENT	1,646.80

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	04/07/2016	74854	Accounts Payable	BLT ASPHALT LLC		5,244.81

Invoice	Date	Description	Amount
A658146	01/13/2016	ASPHALT TO REPAIR STREETS CITYWIDE	568.67
A658753	02/12/2016	ASPHALT TO REPAIR STREETS CITYWIDE	540.28
A658855	02/18/2016	ASPHALT TO REPAIR STREETS CITYWIDE	540.28
A658968	02/24/2016	ASPHALT TO REPAIR STREETS CITYWIDE	540.28
M658559	02/03/2016	ASPHALT TO REPAIR POTHOLES CITYWIDE	1,410.95
M658495	01/29/2016	ASPHALT TO REPAIR POTHOLES CITYWIDE	1,644.35

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	04/07/2016	74855	Accounts Payable	BLT READY MIX CONCRETE LLC		1,825.36

Invoice	Date	Description	Amount
658560	02/03/2016	CONCRETE USED TO REPAIR SIDEWALKS CITYWIDE	409.63
658720	02/11/2016	CONCRETE USED TO REPAIR SIDEWALKS CITYWIDE	839.47
659135	03/03/2016	CONCRETE F/ NEW CHLORINATOR ROOM@WS#3	576.26

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	04/07/2016	74856	Accounts Payable	CRYSTAL CLEAR POOL SERVICE OF YUMA LLC		2,000.00

Invoice	Date	Description	Amount
51607	04/01/2016	DRAIN POOL, ACID WASH & CHLORINE BATH FOR AQUATIC CENTER	2,000.00

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	04/07/2016	74857	Accounts Payable	FLEET FUELING		39.00

Invoice	Date	Description	Amount
44594292	03/31/2016	FINANCE CHARGES	39.00

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	04/07/2016	74858	Accounts Payable	GUERRA , RUTH		500.00

Invoice	Date	Description	Amount
125	04/01/2016	TRANSLATING SERVICES FOR COURT - 032816-040116	500.00

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	04/07/2016	74859	Accounts Payable	MCNEECE BROS. OIL COMPANY, INC		20,480.09

Invoice	Date	Description	Amount
517046	03/28/2016	PURCHASE OF DIESEL EXHAUST FLUID FOR SOLIDWASTE DEPT VIN#3796	111.51

City of San Luis

Payment Batch Register

Bank Account: 1BYPAYABLE - 1st BY Accounts Payable
Batch Date: 04/07/2016

F

Type	Date	Number	Source	Payee Name / Description	EFT Bank/Account	Transaction Amount
	835903		03/31/2016	FUEL FOR CITY VEHICLES - MARCH 2016		20,368.58
Check	04/07/2016	74860	Accounts Payable	PITNEY BOWES CREDIT CORP		505.22
	Invoice		Date	Description		Amount
	0799056-MAR16		03/13/2016	CITY ADMIN MAILING SYSTEM		406.87
	9432825-MAR16		04/07/2016	MAILING SYSTEM FOR COURT - MARCH 2016		98.35
Check	04/07/2016	74861	Accounts Payable	WESTAIR GASES & EQUIPMENT INC.		41.23
	Invoice		Date	Description		Amount
	10213732		11/06/2015	CONSUMABLES FOR WELDING MACHINE USED@WS#5		41.23
Check	04/07/2016	74862	Accounts Payable	YUMA COUNTY RECORDER'S OFFICE		77.50
	Invoice		Date	Description		Amount
	16-3952		03/07/2016	RECORDING FEES FOR CLERK'S OFFICE		39.50
	16-4321		03/14/2016	RECORDING FEES FOR FINANCE DEPT		8.00
	16-4993		03/23/2016	RECORDING FEES FOR CLERK'S OFFICE		20.00
	16-5083		03/24/2016	RECORDING FEES FOR CLERK'S OFFICE		10.00
Check	04/07/2016	74863	Accounts Payable	YUMA SUN, INC		4,863.79
	Invoice		Date	Description		Amount
	87542		03/22/2016	LEGAL ADS FOR DDS		113.88
	75731		03/30/2016	LEGAL ADS FOR DDS		177.94
	73644		03/30/2016	LEGAL ADS FOR DDS		78.29
	73654		03/30/2016	LEGAL ADS FOR DDS		90.16
	87735		03/23/2016	CUSTODIAN AD		199.00
	87738		03/23/2016	MAGISTRATE AD		399.00
	82508		02/18/2016	LEGAL PUBLICATIONS - ORD 345		2,078.32
	83276		02/21/2016	CITY TAX CODE AD - G.RODRIGUEZ		218.28
	84270		02/28/2016	LEGAL PUBLICATIONS - ORD 344		1,395.04
	84558		02/28/2016	REQUEST AD - BID2016-AU		113.88
1BYPAYABLE 1st BY Accounts Payable Totals:				Transactions: 11		$37,223.80
	Checks:	11	$37,223.80			

Prepared By:
Maggie Dominguez
Date: 4/7/16

City of San Luis

Payment Batch Register

Bank Account: 1BYPAYABLE - 1st BY Accounts Payable

Batch Date: 04/13/2016

Type	Date	Number	Source	Payee Name	EFT Bank/Account		Transaction Amount
Bank Account: 1BYPAYABLE - 1st BY Accounts Payable							
Check	04/13/2016	74864	Utility Management Refund	ALTAMIRANO, GERMAN & ERICKA GARCIA			65.36
	Account Type			Account Number	Transaction Date	Transaction Type	
Check	04/13/2016	74865	Utility Management Refund	BEJARANO , MANUEL			215.65
	Account Type			Account Number	Transaction Date	Transaction Type	
Check	04/13/2016	74866	Utility Management Refund	CALDERON , BENJAMIN			8.44
	Account Type			Account Number	Transaction Date	Transaction Type	
Check	04/13/2016	74867	Utility Management Refund	CARPIO , HERIBERTO & ROSA			166.53
	Account Type			Account Number	Transaction Date	Transaction Type	
Check	04/13/2016	74868	Utility Management Refund	CASTILLO , MARISOL			155.07
	Account Type			Account Number	Transaction Date	Transaction Type	
Check	04/13/2016	74869	Utility Management Refund	COMITE DE BIENESTAR			2,064.09
	Account Type			Account Number	Transaction Date	Transaction Type	
Check	04/13/2016	74870	Utility Management Refund	CUADROS , BENITO			236.58
	Account Type			Account Number	Transaction Date	Transaction Type	
Check	04/13/2016	74871	Utility Management Refund	ESCOBEDO, GERARDO & RAQUEL			57.94
	Account Type			Account Number	Transaction Date	Transaction Type	
Check	04/13/2016	74872	Utility Management Refund	FLORES , RAFAELA			200.49
	Account Type			Account Number	Transaction Date	Transaction Type	
Check	04/13/2016	74873	Utility Management Refund	GONZALEZ , LUZ A			155.06
	Account Type			Account Number	Transaction Date	Transaction Type	
Check	04/13/2016	74874	Utility Management Refund	GONZALEZ , MICHAEL & CARMEN			107.73
	Account Type			Account Number	Transaction Date	Transaction Type	
Check	04/13/2016	74875	Utility Management Refund	GUZMAN , MARIA E			159.80
	Account Type			Account Number	Transaction Date	Transaction Type	

City of San Luis

Payment Batch Register

Bank Account: 1BYPAYABLE - 1st BY Accounts Payable

Batch Date: 04/13/2016

G

Type	Date	Number	Source	Payee Name	EFT Bank/Account			Transaction Amount
Check	04/13/2016	74876	Utility Management Refund	JIMENEZ , RAUL & ALMA A				5.86
	Account Type			Account Number	Transaction Date	Transaction Type		
Check	04/13/2016	74877	Utility Management Refund	LEDESMA , GEORGINA				29.48
	Account Type			Account Number	Transaction Date	Transaction Type		
Check	04/13/2016	74878	Utility Management Refund	LUCERO , HUMBERTO & MARTHA				78.49
	Account Type			Account Number	Transaction Date	Transaction Type		
Check	04/13/2016	74879	Utility Management Refund	MARIA QUINONEZ & SALVADOR ACEVES				198.97
	Account Type			Account Number	Transaction Date	Transaction Type		
Check	04/13/2016	74880	Utility Management Refund	MOLINA, KARLA & SALVADOR GUILLEN				162.72
	Account Type			Account Number	Transaction Date	Transaction Type		
Check	04/13/2016	74881	Utility Management Refund	NAQUIN PRECISION/CODY NAQUIN				545.82
	Account Type			Account Number	Transaction Date	Transaction Type		
Check	04/13/2016	74882	Utility Management Refund	ROSALES , DENIA				97.71
	Account Type			Account Number	Transaction Date	Transaction Type		
Check	04/13/2016	74883	Utility Management Refund	SANDOVAL , AURELIO				64.44
	Account Type			Account Number	Transaction Date	Transaction Type		
Check	04/13/2016	74884	Utility Management Refund	VALENZUELA, ARMANDO & GUADALUPE CRUZ				226.73
	Account Type			Account Number	Transaction Date	Transaction Type		
Check	04/13/2016	74885	Utility Management Refund	VILLALOBOS , ANGELA				108.10
	Account Type			Account Number	Transaction Date	Transaction Type		
Check	04/13/2016	74886	Utility Management Refund	ZEPEDA , MARIA DEL SOCORRO				181.62
	Account Type			Account Number	Transaction Date	Transaction Type		
1BYPAYABLE 1st BY Accounts Payable Totals:				Transactions: 23				$5,292.68

Prepared By:
Maggie Dominguez
Date: 4/13/16

City of San Luis

Payment Batch Register

Bank Account: 1BYPAYABLE - 1st BY Accounts Payable

Batch Date: 04/13/2016

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
	Checks:	23	$5,292.68		

City of San Luis

Payment Batch Register

Bank Account: 1BYPAYABLE - 1st BY Accounts Payable

Batch Date: 04/14/2016

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Bank Account: 1BYPAYABLE - 1st BY Accounts Payable						
Check	04/14/2016	74887	Accounts Payable	ARANDA, MANUEL		170.00
	Invoice		Date	Description		Amount
	ARANDA 041416		04/13/2016	REIMBURSEMENT - HI BENEFIT SUPP MARCH 2016		170.00
Check	04/14/2016	74888	Accounts Payable	BUCHANAN, MARIO		351.33
	Invoice		Date	Description		Amount
	BUCHANAN 041516		04/13/2016	TRAVEL - ANNUAL BUDGET RETREAT		351.33
Check	04/14/2016	74889	Accounts Payable	CARBAJAL , EDGAR		205.00
	Invoice		Date	Description		Amount
	CARBAJAL 041716		04/14/2016	TRAVEL - SHRM: TALENT MANAGEMENT CONFERENCE & EXPOSITION		205.00
Check	04/14/2016	74890	Accounts Payable	CARRASCO, AFRICA		351.33
	Invoice		Date	Description		Amount
	CARRASCO 041516		04/13/2016	TRAVEL - ANNUAL BUDGET RETREAT		351.33
Check	04/14/2016	74891	Accounts Payable	CISNEROS, LUZ JENNIFER		76.00
	Invoice		Date	Description		Amount
	CISNEROS 041516		04/13/2016	TRAVEL - ANNUAL BUDGET RETREAT		76.00
Check	04/14/2016	74892	Accounts Payable	CORNELIO , SONIA		76.00
	Invoice		Date	Description		Amount
	CORNELIO 041516		04/13/2016	TRAVEL - ANNUAL BUDGET RETREAT		76.00
Check	04/14/2016	74893	Accounts Payable	CORTES, CARLOS		76.00
	Invoice		Date	Description		Amount
	CORTES 041516		04/13/2016	TRAVEL - ANNUAL BUDGET RETREAT		76.00
Check	04/14/2016	74894	Accounts Payable	CUEN , BERNARDO		80.00
	Invoice		Date	Description		Amount
	2016-00000921		04/14/2016	SERVICES RENDERED OF SCOREKEEPER FOR GIRLS SOFTBALL LEAGUE 2016		80.00
Check	04/14/2016	74895	Accounts Payable	DE LA HOYA , TADEO		76.00
	Invoice		Date	Description		Amount
	DELAHOYA 041516		04/13/2016	TRAVEL - ANNUAL BUDGET RETREAT		76.00

City of San Luis

Payment Batch Register

Bank Account: 1BYPAYABLE - 1st BY Accounts Payable

Batch Date: 04/14/2016

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	04/14/2016	74896	Accounts Payable	DUENAS , DEREK		76.00
	Invoice		Date	Description		Amount
	DUENAS 041516		04/13/2016	TRAVEL - ANNUAL BUDGET RETREAT		76.00
Check	04/14/2016	74897	Accounts Payable	DUENAS, YOLANDA		76.00
	Invoice		Date	Description		Amount
	DUENAS 04152016		04/13/2016	TRAVEL - ANNUAL BUDGET RETREAT		76.00
Check	04/14/2016	74898	Accounts Payable	FIGUEROA, VICTOR		76.00
	Invoice		Date	Description		Amount
	FIGUEROA 041516		04/13/2016	TRAVEL - ANNUAL BUDGET RETREAT		76.00
Check	04/14/2016	74899	Accounts Payable	GALVAN , AURELIO JR		95.00
	Invoice		Date	Description		Amount
	GALVAN 041716		04/13/2016	TRAVEL - ACTIVE SHOOTER THREAT TRAINING PROGRAM (ASTTP)		95.00
Check	04/14/2016	74900	Accounts Payable	GOMEZ , MARCO		103.00
	Invoice		Date	Description		Amount
	GOMEZ 041216		04/13/2016	TRAVEL - EMS EDUCATION DAY		103.00
Check	04/14/2016	74901	Accounts Payable	GREEN D. HENRY		76.00
	Invoice		Date	Description		Amount
	GREEN 041516		04/13/2016	TRAVEL - ANNUAL BUDGET RETREAT		76.00
Check	04/14/2016	74902	Accounts Payable	GUERRA , RUTH		500.00
	Invoice		Date	Description		Amount
	126		04/08/2016	TRANSLATING SERVICES FOR COURT - 040416--040816		500.00
Check	04/14/2016	74903	Accounts Payable	GUZMAN , JOSE A		110.58
	Invoice		Date	Description		Amount
	GUZMAN 041416		04/13/2016	REIMBURSEMENT - UNIFORM SHIRTS		110.58
Check	04/14/2016	74904	Accounts Payable	HIGGINS , CRAIG P , JR.		185.46
	Invoice		Date	Description		Amount
	HIGGINS 041516		04/13/2016	TRAVEL - ANNUAL BUDGET RETREAT		76.00
	HIGGINS 041416		04/13/2016	REIMBURSEMENT - DUTY BELT, ACCESSORIES, UNIFORM SHIRTS		109.46

City of San Luis

Payment Batch Register

Bank Account: 1BYPAYABLE - 1st BY Accounts Payable

Batch Date: 04/14/2016

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	04/14/2016	74905	Accounts Payable	HOLYFIELD , MARC		179.00
	Invoice		Date	Description		Amount
	HOLYFIELD 041516		04/13/2016	TRAVEL - ANNUAL BUDGET RETREAT		76.00
	HOLYFIELD 041216		04/13/2016	TRAVEL - EMS EDUCATION DAY		103.00
Check	04/14/2016	74906	Accounts Payable	INTERNAL REVENUE SERVICE		225.54
	Invoice		Date	Description		Amount
	CP134B		04/14/2016	CP134B		225.54
Check	04/14/2016	74907	Accounts Payable	JENKINS, OLIVIA		76.00
	Invoice		Date	Description		Amount
	JENKINS 041516		04/13/2016	TRAVEL - ANNUAL BUDGET RETREAT		76.00
Check	04/14/2016	74908	Accounts Payable	JOUANNE DE ENCINAS , ROULA		76.00
	Invoice		Date	Description		Amount
	ENCINAS 041516		04/13/2016	TRAVEL - ANNUAL BUDGET RETREAT		76.00
Check	04/14/2016	74909	Accounts Payable	LAZO, MARIA J		150.00
	Invoice		Date	Description		Amount
	LAZO 041416		04/13/2016	RIEMBURSEMENT - HI BENEFIT SUPP MARCH 2016		150.00
Check	04/14/2016	74910	Accounts Payable	LOPEZ , JOE RAFAEL		99.63
	Invoice		Date	Description		Amount
	LOPEZ 041416		04/13/2016	REIMBURSEMENT - STEEL TOE BOOTS		99.63
Check	04/14/2016	74911	Accounts Payable	MACUIL , KAY		76.00
	Invoice		Date	Description		Amount
	MACUIL 041516		04/13/2016	TRAVEL - ANNUAL BUDGET RETREAT		76.00
Check	04/14/2016	74912	Accounts Payable	MARTINEZ, JOSE ALFREDO		160.00
	Invoice		Date	Description		Amount
	2016-00000920		04/14/2016	SERVICES RENDERED OF UMPIRE FOR GIRLS SOFTBALL LEAGUE 2016		160.00
Check	04/14/2016	74913	Accounts Payable	MEDINA , JOSELYN J		76.00
	Invoice		Date	Description		Amount
	MEDINA 041516		04/13/2016	TRAVEL - ANNUAL BUDGET RETREAT		76.00

City of San Luis

Payment Batch Register

Bank Account: 1BYPAYABLE - 1st BY Accounts Payable

Batch Date: 04/14/2016

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	04/14/2016	74914	Accounts Payable	MEDINA, JOSE		120.00
	Invoice		Date	Description	Amount	
	2016-00000922		04/14/2016	SERVICES RENDERED OF UMPIRE FOR GIRLS SOFTBALL LEAGUE 2016	120.00	
Check	04/14/2016	74915	Accounts Payable	MILLER, DAMIAN		95.00
	Invoice		Date	Description	Amount	
	MILLER 041716		04/13/2016	TRAVEL - ACTIVE SHOOTER THREAT TRAINING PROGRAM (ASTTP)	95.00	
Check	04/14/2016	74916	Accounts Payable	POLAR ICE LLC		316.08
	Invoice		Date	Description	Amount	
	64614		03/15/2016	ICE MACHINE LEASE - FACILITIES	150.01	
	64615		03/15/2016	ICE MACHINE LEASE - PUBLIC WORKS	166.07	
Check	04/14/2016	74917	Accounts Payable	RAMIREZ , ALEJANDRO		95.00
	Invoice		Date	Description	Amount	
	RAMIREZ 041716		04/13/2016	TRAVEL - ANNUAL BUDGET RETREAT	95.00	
Check	04/14/2016	74918	Accounts Payable	RAMOS , MARIA CECILIA		351.33
	Invoice		Date	Description	Amount	
	RAMOS 041516		04/13/2016	TRAVEL - ANNUAL BUDGET RETREAT	351.33	
Check	04/14/2016	74919	Accounts Payable	RIVERS , TAYLOR		60.00
	Invoice		Date	Description	Amount	
	2016-00000923		04/14/2016	SERVICES RENDERED OF SCOREKEEPER FOR GIRLS SOFTBALL LEAGUE 2016	60.00	
Check	04/14/2016	74920	Accounts Payable	ROJAS, MANUEL		76.00
	Invoice		Date	Description	Amount	
	ROJAS 041516		04/13/2016	TRAVEL - ANNUAL BUDGET RETREAT	76.00	
Check	04/14/2016	74921	Accounts Payable	ROSALES , MATIAS		49.00
	Invoice		Date	Description	Amount	
	ROSALES 041516		04/13/2016	TRAVEL - ANNUAL BUDGET RETREAT	49.00	
Check	04/14/2016	74922	Accounts Payable	RUIZ , OSCAR		95.00
	Invoice		Date	Description	Amount	
	RUIZ 041716		04/13/2016	TRAVEL - ACTIVE SHOOTER THREAT TRAINING PROGRAM (ASTTP)	95.00	

City of San Luis

Payment Batch Register

Bank Account: 1BYPAYABLE - 1st BY Accounts Payable
Batch Date: 04/14/2016

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	04/14/2016	74923	Accounts Payable	SABORI, MARIA		76.00

Invoice	Date	Description	Amount
SABORI 041516	04/13/2016	TRAVEL - ANNUAL BUDGET RETREAT	76.00

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	04/14/2016	74924	Accounts Payable	SAN LUIS SPEAR POINT SOLAR I, LLC		25,220.63

Invoice	Date	Description	Amount
000454	03/31/2016	SOLAR POWER DELIVERED - MARCH 2016	25,220.63

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	04/14/2016	74925	Accounts Payable	SANCHEZ, GERARDO		76.00

Invoice	Date	Description	Amount
SANCHEZ 041516	04/13/2016	TRAVEL - ANNUAL BUDGET RETREAT	76.00

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	04/14/2016	74926	Accounts Payable	ST. LOUIS, KETIE		76.00

Invoice	Date	Description	Amount
ST.LOUIS 041516	04/13/2016	TRAVEL - ANNUAL BUDGET RETREAT	76.00

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	04/14/2016	74927	Accounts Payable	STANDARD INSURANCE CO.		1,370.70

Invoice	Date	Description	Amount
2016-00000914	04/13/2016	INSURANCE FOR MARCH 2016	1,370.70

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	04/14/2016	74928	Accounts Payable	STARKEY, JOHN		76.00

Invoice	Date	Description	Amount
STARKEY 041516	04/13/2016	TRAVEL - ANNUAL BUDGET RETREAT	76.00

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	04/14/2016	74929	Accounts Payable	TORRES, GLORIA		351.33

Invoice	Date	Description	Amount
TORRES 041516	04/13/2016	TRAVEL - ANNUAL BUDGET RETREAT	351.33

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	04/14/2016	74930	Accounts Payable	TORRES, JENNY		76.00

Invoice	Date	Description	Amount
TORRES 041516	04/13/2016	TRAVEL - ANNUAL BUDGET RETREAT	76.00

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	04/14/2016	74931	Accounts Payable	VELEZ , RALPH G		1,182.20

Invoice	Date	Description	Amount
2016-00000918	04/14/2016	CONSULTANT SERVICES FOR 041216 & 041316	591.10
2016-00000919	04/14/2016	CONSULTANT SERVICES FOR 040516 & 040616	591.10

City of San Luis

Payment Batch Register

Bank Account: 1BYPAYABLE - 1st BY Accounts Payable
Batch Date: 04/14/2016

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Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	04/14/2016	74932	Accounts Payable	VERA , EULOGIO		76.00

Invoice	Date	Description	Amount
VERA 041516	04/13/2016	TRAVEL - ANNUAL BUDGET RETREAT	76.00

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	04/14/2016	74933	Accounts Payable	WALSHE , RUBEN		351.33

Invoice	Date	Description	Amount
WALSHE 041516	04/13/2016	TRAVEL - ANNUAL BUDGET RETREAT	351.33

1BYPAYABLE 1st BY Accounts Payable Totals: Transactions: 47 $34,067.47

Checks: 47 $34,067.47

Prepared By:
Maggie Dominguez
Date:

City of San Luis

Payment Batch Register

Bank Account: 1BYPAYABLE - 1st BY Accounts Payable

Batch Date: 04/14/2016

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Bank Account: 1BYPAYABLE - 1st BY Accounts Payable						
Check	04/14/2016	74934	Accounts Payable	ARIZONA MUNICIPAL RISK RETENTION POOL - WC		70,203.00
	Invoice		Date	Description		Amount
	WC 1 QTR2016		04/14/2016	WC 1 QTR 2016		70,203.00
Check	04/14/2016	74935	Accounts Payable	ARIZONA STATE UNIVERSITY		360.00
	Invoice		Date	Description		Amount
	1752927-89804060		02/16/2016	PAINLESS PERFORMANCE MGMT SEMINAR - O.JENKINS		360.00
Check	04/14/2016	74936	Accounts Payable	ARIZONA WESTERN COLLEGE		78.00
	Invoice		Date	Description		Amount
	002118168		03/24/2016	PAYMENT IS FOR THE REGISTRATION FEE FOR EXTRAORDINARY CUSTOMER		78.00
Check	04/14/2016	74937	Accounts Payable	BLT ASPHALT LLC		371.70
	Invoice		Date	Description		Amount
	A659584		03/24/2016	ASPHALT USED TO REPAIR STREETS CITYWIDE		371.70
Check	04/14/2016	74938	Accounts Payable	BLT READY MIX CONCRETE LLC		1,010.25
	Invoice		Date	Description		Amount
	658356		01/22/2016	PURCHASE OF CEMENT MATERIALS FOR PARKS DEPT		1,010.25
Check	04/14/2016	74939	Accounts Payable	BORDER CONSTRUCTION SPECIALTIES		1,167.16
	Invoice		Date	Description		Amount
	INV-5044503		04/06/2016	REPLACEMENT BATTERIES FOR TOOLS/EQUIPMENT		436.06
	INV-5039026		03/31/2016	SAFETY EQUIPMENT/GEAR FOR SOLID WASTE CREW		731.10
Check	04/14/2016	74940	Accounts Payable	C.E.T. FIRE PUMPS MFG		885.00
	Invoice		Date	Description		Amount
	17501		03/02/2016	SLSO CAFS MODULE REPAIRS		885.00
Check	04/14/2016	74941	Accounts Payable	CATERING BY DESIGN		2,021.20
	Invoice		Date	Description		Amount
	04202016		04/14/2016	CATERING SERVICE FOR 2016 BUSINESS EXPO		2,021.20
Check	04/14/2016	74942	Accounts Payable	COPPER STATE BOLTS & NUT CO.		48.63
	Invoice		Date	Description		Amount

City of San Luis

Payment Batch Register

Bank Account: 1BYPAYABLE - 1st BY Accounts Payable
Batch Date: 04/14/2016

Type	Date	Number	Source	Payee Name / Description	EFT Bank/Account	Transaction Amount
	I01483898		01/12/2016	PURCHASE OF ELECTRICAL MATERIAL FOR PARKS DEPARTMENT	48.63	
Check	04/14/2016	74943	Accounts Payable	CRAFCO INC.		22,400.76
	Invoice		Date	Description	Amount	
	00197967		03/23/2016	PAVEMENT PRESERVATION PROJECT/CRACK SEAL STREETS CITYWIDE	22,400.76	
Check	04/14/2016	74944	Accounts Payable	ECONO SIGN & BARRICADE, LLC		4,422.25
	Invoice		Date	Description	Amount	
	10-927966		03/16/2016	REPLACE DAMAGED AND/OR MISSING TRAFFIC STREET SIGNS CITYWIDE	4,422.25	
Check	04/14/2016	74945	Accounts Payable	EDUCATIONAL SERVICES INC		7,242.72
	Invoice		Date	Description	Amount	
	005402		04/08/2016	EMPLOYEE COST AGREEMENT FOR J. DELAVARA - PPE 032616	7,242.72	
Check	04/14/2016	74946	Accounts Payable	FACTOR SALES, INC.		598.53
	Invoice		Date	Description	Amount	
	1256		02/29/2016	ADVERTISING FOR SENTRI LANES	500.00	
	1231		02/29/2016	ADVERTISING FOR SENTRI LANES	98.53	
Check	04/14/2016	74947	Accounts Payable	GEOTECHNICAL TESTING SERVICES INC		3,700.00
	Invoice		Date	Description	Amount	
	17093		02/29/2016	4TH AVE/1ST AVE & J. SANCHEZ BLVD PROJECT-GEOTECHNICAL STUDY	3,700.00	
Check	04/14/2016	74948	Accounts Payable	GERARDO FELIX /SAN LUIS FIRE EXTINGUISHER		628.23
	Invoice		Date	Description	Amount	
	030216		03/02/2016	FIRST AID PRODUCTS FOR THE GYM	99.63	
	030316		03/03/2016	RESTOCK FIRST AID KIT/CABINET@WATER DIVISION OFFICE	208.12	
	03032016		03/03/2016	PURCHASE OF FIRE-FIRST AID EQUIPMENT FOR FLEET SERVICES DEPT	276.75	
	2016-00000924		03/02/2016	PURCHASE OF FIRST AID KIT SUPPLIES	43.73	
Check	04/14/2016	74949	Accounts Payable	LOPEZ , JAVIER		1,210.00
	Invoice		Date	Description	Amount	
	20042016		04/14/2016	TABLE RENTALS FOR 2016 BUSINESS EXPO	1,210.00	
Check	04/14/2016	74950	Accounts Payable	METRO FIRE EQUIPMENT INC		1,450.00

City of San Luis

Payment Batch Register

Bank Account: 1BYPAYABLE - 1st BY Accounts Payable

Batch Date: 04/14/2016

Type	Date	Number	Source	Payee Name / Description	EFT Bank/Account / Amount	Transaction Amount
	Invoice		Date	Description	Amount	
	IN00031074		02/09/2016	REPLACE DAMAGED 2"ANGLE VALVE-MAIN DRAIN AT YOUTH/ CITY HALL	250.00	
	IN00030389		02/01/2016	REPLACE CORRODED SPRINKLER HEADS AT VARIOUS DEPARTMENTS	1,200.00	
Check	04/14/2016	74951	Accounts Payable	MGM INTERNET SOLUTIONS, INC		45.00
	Invoice		Date	Description	Amount	
	38336		04/01/2016	HOSTING WEBSITE	45.00	
Check	04/14/2016	74952	Accounts Payable	PRECISION ELECTRIC CO. INC.		391.87
	Invoice		Date	Description	Amount	
	3-058986		02/11/2016	PURCHASE OF MAG STARTER WITH RELAY FOR THE AQUATIC CENTER	391.87	
Check	04/14/2016	74953	Accounts Payable	PROFESSIONAL PEST CONTROL LLC		135.00
	Invoice		Date	Description	Amount	
	1418		03/16/2016	PEST CONTROL FOR K9 HOME KENNELS	45.00	
	1417		03/16/2016	PEST CONTROL FOR K9 HOME KENNELS	45.00	
	1419		03/16/2016	PEST CONTROL FOR K9 HOME KENNELS	45.00	
Check	04/14/2016	74954	Accounts Payable	PUBLIC SAFETY CENTER, INC		162.00
	Invoice		Date	Description	Amount	
	5662925		03/24/2016	LITHIUM BATTERIES	162.00	
Check	04/14/2016	74955	Accounts Payable	R.J. SAFETY SUPPLY CO. INC.		2,608.84
	Invoice		Date	Description	Amount	
	354603-1		03/17/2016	SAFETY SUPPLIES FOR HWY USERS CREW & AZ STATE INMATES	2,608.84	
Check	04/14/2016	74956	Accounts Payable	REDDY RENTS		394.62
	Invoice		Date	Description	Amount	
	1-470217-04		03/22/2016	RENTAL OF PIP EAND DRAPERY BACKDROP FOR THE COMIC CON CONVENTION	394.62	
Check	04/14/2016	74957	Accounts Payable	SAN LUIS INDUSTRIAL PARK		3,329.70
	Invoice		Date	Description	Amount	
	357		03/02/2016	RENT FOR INDUSTRIAL PARK LOT NO. 13 - APR-JUNE 2016	3,329.70	
Check	04/14/2016	74958	Accounts Payable	SHERWIN WILLIAM		496.31
	Invoice		Date	Description	Amount	

City of San Luis

Payment Batch Register

Bank Account: 1BYPAYABLE - 1st BY Accounts Payable

Batch Date: 04/14/2016

Type	Date	Number	Source	Payee Name / Description	EFT Bank/Account	Transaction Amount
	2906-1		09/15/2015	PURCHASE OF PAINT MATERIAL FOR PARKS DEPARTMENT	496.31	
Check	04/14/2016	74959	Accounts Payable	TACOS EL CHIPILON, LLC		415.17
	Invoice		Date	Description	Amount	
	128		03/31/2016	CATERING SERVICE - JULY 12,2016	415.17	
Check	04/14/2016	74960	Accounts Payable	THE UPS STORE		136.79
	Invoice		Date	Description	Amount	
	2251		03/10/2016	SHIPPING CHARGES FOR VARIOUS DEPARTMENTS	127.14	
	2258		03/22/2016	SHIPPING CHARGES FOR VARIOUS DEPARTMENTS	9.65	
Check	04/14/2016	74961	Accounts Payable	UNIVERSAL BACKGROUND SCREENING INC		128.00
	Invoice		Date	Description	Amount	
	201603001962		03/31/2016	NEW HIRES BACKGROUND CHECKS	128.00	
Check	04/14/2016	74962	Accounts Payable	VEGA & VEGA ENGINEERING, P.L.C.		4,650.00
	Invoice		Date	Description	Amount	
	16-030		02/19/2016	8TH AVE & CO. 22ND ST ROAD IMPROVEMENTS	4,650.00	
Check	04/14/2016	74963	Accounts Payable	WESTAIR GASES & EQUIPMENT INC.		27.06
	Invoice		Date	Description	Amount	
	10221379		11/20/2015	PURCHASE OF DISSOLVED ACETYLENE FOR WELDER AND LAWN EQUIPMENT	27.06	
Check	04/14/2016	74964	Accounts Payable	YUMA FARM & HOME SUPPLY INC.		285.48
	Invoice		Date	Description	Amount	
	460759		03/18/2016	SAFETY SUPPLIES (GATORADE) FOR WWTP OPERATORS	285.48	
Check	04/14/2016	74965	Accounts Payable	YUMA NURSERY SUPPLY		4,203.88
	Invoice		Date	Description	Amount	
	282113		04/01/2016	PURCHASE OF MATERIALS FOR TRES HOMBRES PROJECT	437.28	
	281610		03/22/2016	PURCHASE OF GRASS FOR ALL ATHLETIC FIELDS AROUND THE CITY	689.50	
	281745		03/24/2016	PURCHASE OF GRASS FOR ALL ATHLETIC FIELDS AROUND THE CITY	158.79	
	280573		03/02/2016	PURCHASE OF MATERIALS AND FLOWERS FOR ROUND ABOUT ON MAIN STREET	397.03	
	280442		02/29/2016	PURCHASE OF MATERIALS AND FLOWERS FOR ROUND ABOUT ON MAIN STREET	60.47	

City of San Luis

Payment Batch Register

Bank Account: 1BYPAYABLE - 1st BY Accounts Payable

Batch Date: 04/14/2016

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Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
	281008		03/10/2016	PURCHASE OF MATERIALS AND FLOWERS FOR ROUND ABOUT ON MAIN STREET	901.86	
	279199		02/01/2016	PURCHASE OF MATERIALS AND FLOWERS FOR ROUND ABOUT ON MAIN STREET	207.10	
	279338		02/04/2016	PURCHASE OF MATERIALS AND FLOWERS FOR ROUND ABOUT ON MAIN STREET	154.18	
	279400		02/05/2016	PURCHASE OF MATERIALS AND FLOWERS FOR ROUND ABOUT ON MAIN STREET	438.41	
	279845		02/16/2016	PURCHASE OF MATERIALS AND FLOWERS FOR ROUND ABOUT ON MAIN STREET	759.26	
Check	04/14/2016	74966	Accounts Payable	YUMA SUN, INC		997.00
	Invoice		Date	Description	Amount	
	8412		03/31/2016	CONTRACTS/GRANTS COORDINATOR AD	199.00	
	72538		10/20/2015	COURT CLERK AD	399.00	
	72802		10/21/2015	PD OFFICER AD	399.00	
Check	04/14/2016	74967	Accounts Payable	YUMA WINNELSON CO.		581.72
	Invoice		Date	Description	Amount	
	268679 00		03/01/2016	REPLACE FLAPPERS INSIDE VALVES@EAST WWTP & GADSDEN LS	581.72	
1BYPAYABLE 1st BY Accounts Payable Totals:				Transactions: 34		$136,785.87
	Checks:	34	$136,785.87			

Prepared By:
Maggie Dominguez
Date: 4/14/16

City of San Luis

Payment Batch Register

Bank Account: 1BYPAYABLE - 1st BY Accounts Payable

Batch Date: 04/14/2016

J

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Bank Account: 1BYPAYABLE - 1st BY Accounts Payable						
Check	04/14/2016	74968	Accounts Payable	DE LA HOYA, ARACELY		76.00

Invoice	Date	Description	Amount
DELAHOYA 041516	04/14/2016	TRAVEL - ANNUAL BUDGET RETREAT	76.00

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	04/14/2016	74969	Accounts Payable	DE LA VARA, JOSE		76.00

Invoice	Date	Description	Amount
DELAVARA 041516	04/14/2016	TRAVEL - ANNUAL BUDGET RETREAT	76.00

1BYPAYABLE 1st BY Accounts Payable Totals: Transactions: 2 $152.00

Checks: 2 $152.00

Prepared By: Maggie Dominguez
Date: 4/14/16

AGENDA ITEM REVIEW FORM

Regular City Council Meeting **5. C.**

Meeting Date: 04/27/2016

Department Head: Jenny Torres, Community Development Director, Community Development Department

Submitted By: Dania Castillo, Economic Development Assistant, Community Development Department

Action Requested: Motion
Resolution

ITEM:

Discussion and possible action on any and all matters regarding Resolution No. 1143. A resolution of the Mayor and City Council of the City of San Luis, Arizona, County of Yuma, validating the results of a competitive bid for an on-call provider of the City Civil Engineering Services and authorizing the appointment of eight (8) civil engineering firms to a list from which Civil Engineering firms will be drawn on an as-needed basis to provide needed professional services. **(Jenny Torres, Community Development Director)**

SUMMARY:

About six (6) years ago, the City Council passed Resolution No. 927 appointing eight (8) civil engineering firms to provide engineering services to the City of San Luis. Resolution No. 927 expired March of 2016. A Request for Qualifications was developed and properly noticed in the newspaper. An evaluation committee was formed to evaluate the proposals. Eight (8) statements of qualifications were submitted. The evaluation committee is recommending eight (8) firms to be placed on the list of on-call engineering services for the City to draw from for the next five (5) years.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO APPROVE AND ADOPT RESOLUTION NO. 1143.

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

No fiscal impact. The contracts will be implemented as needed and not at this time.

Attachments

Resolution No. 1143

Evaluation Summary

OFFICE OF THE
MAYOR
CITY OF SAN LUIS

Resolution

NO. 1143

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF SAN LUIS, ARIZONA, COUNTY OF YUMA, VALIDATING THE RESULTS OF A COMPETITIVE BID FOR AN ON-CALL PROVIDER OF CITY CIVIL ENGINEERING SERVICES AND AUTHORIZING THE APPOINTMENT OF EIGHT (8) CIVIL ENGINEERING FIRMS TO A LIST FROM WHICH CIVIL ENGINEERING FIRMS WILL BE DRAWN ON AN AS-NEEDED BASIS TO PROVIDE NEEDED PROFESSIONAL SERVICES

WHEREAS, the City of San Luis, Arizona regularly requires civil engineering services for its various projects; and

WHEREAS, the City of San Luis wants to ensure the quality of the engineering services it engages; and

WHEREAS, the City of San Luis has held an open competition among qualified firms to judge their capabilities; and

WHEREAS, an expert panel has examined proposals from qualified engineering firms and selected firms that to be appointed for on-call contractual city engineers.

NOW, THEREFORE, BE IT RESOLVED that the City of San Luis, Arizona, County of Yuma, for a period of up to five year appoints the following firms to its selection list of qualified civil engineering firms:

Core Engineering Group, PLLC
Dahl, Robins & Associated, Inc.
Development, Design and Engineering
Jacobson Engineering
James Davey and Associates, Inc.
Nicklaus Engineering, Inc.
Pace Advanced Water Engineering
Vega & Vega Engineering, PLC

PASSED AND ADOPTED BY THE Mayor and Council of the City of San Luis, Arizona on this _____ day of _____, 2016.

_____
Gerardo Sanchez, Mayor

ATTEST:

Sonia Cornelio, City Clerk

APPROVED AS TO FORM:

Kay Marion Macuil, City Attorney

City of San Luis
Community Development

PROPOSAL EVALUATION SUMMARY AND AWARD RECOMMENDATION

1. Project: City of San Luis On Call Engineering Services
2. Proposal Submission deadline: March 24, 2016
3. Proposal evaluation summary:

NO.	FIRM	TOTAL POINTS
1	Dahl, Robins and Associates	464
2	James Davey and Associates	463
3	CORE Engineering Group	451
4	PACE Advance Water Engineering	425
5	Nicklaus Engineering	422
6	Vega and Vega Engineering	405
7	Jacobson Engineering	370
8	Development, Design and Engineering	336

4. On the basis of the evaluation which was carried out in accordance with the Request for Qualifications, the evaluation committee is recommending selection of the top six (6) engineering firms to be placed on the list of on call engineering services.

Proposal evaluated by evaluation committee:

Jenny Torres
Community Development Director

April 13, 2016
Date

AGENDA ITEM REVIEW FORM

Regular City Council Meeting **5. D.**

Meeting Date: 04/27/2016

Department Head: Sonia Cornelio, City Clerk, Office of the City Clerk

Submitted By: Sonia Cornelio, City Clerk, Office of the City Clerk

Action Requested: Motion
Resolution

ITEM:

Discussion and possible action on any and all matters regarding Resolution No. 1144. A resolution of the Mayor and City Council of the City of San Luis, Arizona, providing for a Call of Election for the 2016 Primary and General Elections, designating the election dates and purpose, designating the deadline and location for candidates to file Nomination Petitions and designating the deadline for voter registration.
(Sonia Cornelio, City Clerk)

SUMMARY:

The City of San Luis Primary and General Elections for 2016 are scheduled to be held on August 30, 2016 and November 8, 2016. Publication of Call of Election is a good way to inform the City of San Luis voters about the election and to alert candidates of filing dates. Although, publication of Call of Election is optional, it has been customary to publish a Call of Election four (4) consecutive days in a daily newspaper at least one hundred (100) days prior to the Primary Election.

RECOMMENDATION / SUGGESTED MOTION:

Discussion only item, no action.

Supporting information not attached to the Agenda Item Review Form:

Supporting information is attached to this Agenda Item Review Form.

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:	$25,000.00
BUDGETED:	$25,000.00
AVAILABLE TO TRANSFER:	N/A
ACCOUNT #/REMAINING BALANCE:	100-116-80000

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

This is budgeted item; the Office of the City Clerk budgets every election year an approximate amount of $25,000.00 for the Primary and General Election cycles.

Attachments

Resolution No. 1144

OFFICE OF THE
MAYOR
CITY OF SAN LUIS

Resolution

NO. 1144

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF SAN LUIS, ARIZONA, PROVIDING FOR A CALL OF ELECTION FOR THE 2016 PRIMARY AND GENERAL ELECTIONS, DESIGNATING THE ELECTION DATES AND PURPOSE, DESIGNATING THE DEADLINE AND LOCATION FOR CANDIDATES TO FILE NOMINATION PETITIONS AND DESIGNATING THE DEADLINE FOR VOTER REGISTRATION.

WHEREAS, the City of San Luis Primary and General elections for 2016 are required to be held on certain dates pursuant to Arizona Revised Statutes §16-204, which are August 30, 2016 and November 8, 2016, respectively; and

WHEREAS, City of San Luis elections are required in order to fill the offices of three (3) City Council seats.

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

Section 1. That August 30, 2016 has been set as the date for holding the Primary Election in the City of San Luis, Arizona, for the purpose of nominating candidates for three (3) City Council seats, terms to expire December 2020, whose names shall appear on the ballot at the General Election to be held on November 8, 2016. Any candidates receiving a majority of all the ballots cast at the Primary Election shall be declared elected without running at the General Election.

Section 2. Candidates seeking municipal office may obtain nominations papers and other materials from the Office of the City Clerk, located at San Luis City Hall, 1090 E. Union Street, beginning Monday, May 2, 2016. Candidate nomination papers are required to be filed at the Office of the City Clerk. The first day to file nomination papers and other forms is Monday, May 2, 2016 and the last day to file the nomination paperwork is 6:00 P.M. on Wednesday, June 1, 2016 at the Office of the City Clerk in order for their names to appear on the Primary Election ballot. Write-In Candidates filing deadlines are Thursday, July 21, 2016 at 6:00 P.M. for the Primary Election and Thursday, September 29, 2016 for the General Election.

Section 3. Yuma County registration and voting lists will be used for the Primary and General Elections. In order to be qualified to vote in the Primary election, voters must be registered by August 1, 2016. To be qualified to vote in the General Election, voters must be registered by October 10, 2016.

PASSED AND ADOPTED by the Mayor and Common Council of the City of San Luis, Arizona, this 27th day of April, 2016.

Gerardo Sanchez, Mayor

ATTEST:

Sonia Cornelio, City Clerk

APPROVE AS TO FORM:

Kay Macuil, City Attorney

AGENDA ITEM REVIEW FORM

Regular City Council Meeting **6. A.**

Meeting Date: 04/27/2016

Department Head: Jennifer Cisneros, Acting Parks & Recreation Director, Parks & Recreation Department

Submitted By: Sonia Cornelio, City Clerk, Office of the City Clerk

Action Requested: Discussion Item - No Action to be Taken

ITEM:

Discussion on any and all matters regarding a futsal soccer field at Joe Orduño Park and options for regular soccer and other Parks. **(Jennifer Cisneros, Acting Parks and Recreation Director)**

SUMMARY:

On April 14, 2016, City Council approved the installation and purchase of material for artificial turf from FieldTurf.

Afterwards it was discovered that although there was a quote provided, the cooperative purchasing information was not provided. The City's Purchasing Code allows for cooperative purchasing where other entities have gone out to bid. The City of San Luis is a member of The Cooperative Purchasing Network (TCPN). FieldTurf's bids are on TCPN. We now have all the documentation for the bid so that the April 14, 2016 was legal and appropriate. All the documentation is attached to this contract. The performance part of the bid is at the link http://www.tcpn.org/Vendors/Pages/FieldTurfUSAInc.aspx contract number is R5223.

Parks and recreation has been able to complete some research and will present the options thus far for your consideration.

RECOMMENDATION / SUGGESTED MOTION:

Discussion item only, no action.

Supporting information not attached to the Agenda Item Review Form:

Supporting Information is attached.

Document to be Recorded?: No

N/A

Fiscal Impact

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

ACCOUNT #/REMAINING BALANCE: N/A

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

City Council previously approved $170,000.00 for artificial turf to create a futsal field at Joe Orduño Park. The Parks and Recreation Department is asking to study the matter further and present options at a later date.

Attachments

Turf Picture

Turf Quote

City Membership TCPN

e-mail regarding bid

TCPN Bid

Date: 03/28/2015

To: Christopher Kasid
City of San Luis
1090 E Union St
San Luis, AZ 85349
Phone: 928-257-2054
Email: CKasid@cityofsanluis.org

From: Donny Jones - FieldTurf Regional Vice President
Phone: 602-284-8987
Email: Donny@ftnw.com

Subject: San Luis Soccer Field

FieldTurf USA, Inc. is pleased to present the following proposal for the installation of the synthetic turf. Price estimates are based off of The Cooperative Purchasing Network (TCPN) pricing. TCPN is a buying co-op that public entities in the state of Arizona can use to purchase goods and services. It provides predetermined preferential pricing through approved vendors. Since the products have already been bid at the national level, individual schools do not have to duplicate the bidding process per TCPN # R5223.

TCPN Proposal: R5223-AZ-7943

Owner will be responsible for the following prior to us mobilizing to the site:

- Provide access to the existing basketball court
- Provide and install the recycled plastic header (providing a cut-out on the underside of the 2x4, ½ " to ¾" tall by at least 6 inches long every ten feet) sticking up 2" above the existing concrete surface around the entire perimeter leaving a 15' opening for us to drive our equipment onto the slab, and after we install the turf, close off the entire court.
- Remove any and all basketball standards, poles etc. Making the area as smooth as possible. Fieldturf cannot be responsible for the planarity of the surface, the turf will mirror the exact planarity of the concrete it sits on.

Fieldturf proposes the following based on my conversation with Chris Kasid and pictures he sent to us. Prices include all labor/equipment/materials/lodging to complete the project. We will be installing our versatile product and Fieldturf on the existing basketball court

	Based on an area 60' x 120' (7200 square feet)	**Total**
1	Provide and install Fencing around the entire perimeter of the court with gates.	
2	Provide and install our versatile drainage mat and shock pad (see attachment) on existing	
	concrete. This will provide a place for the water to run off underneath the turf during a	
	and will also give long term safety of the turf having a pad underneath to protect the athletes.	
3	Provide and install 7200 sq. ft. of Fieldturf 2 " Soccer Complete (XT-50 Slit Film)	
4	Provide and install inlaid center line, center circle, both goal boxes and perimeter lines (White)	
5	Provide and install rounded silica sand and cryogenic rubber infill complete	
6	Clean up and restoration complete	
	Subtotal Project	**$128,129.63**
7	Performance & Payment Bonds	$1,562.45

8	Use Tax @ 9.6%	$5,146.97
	Total Project	**$134,839.05**

EXCLUSIONS:

a) Permitting and any related fees are the responsibility of the owner;
b) Any costs associated with necessary charges relating to the delineation of the field;
c) Unless otherwise specified, does not include any G-max testing.
d) The supply of manholes or clean-outs or grates, or supply of the manhole covers; and
e) Any alteration or deviation from specifications involving extra costs, which alteration or deviation will be provided only upon executed change orders, and will become an extra charge over and above the offered price.
f) The implementation of a storm water pollution prevention plan.
g) Site security.
h) Silt fencing and any other fencing.
i) Boring for utilities.
j) Any electrical work.
k) Unsuitable soils: once subgrade has been established, a proof roll will be performed to ensure structural stability of the soils; in the event that unsuitable soils are encountered, a price to remedy these areas can be negotiated.
l) Asphalt paving.
m) Track surfacing, unless otherwise noted.
n) Installation of manholes, junction boxes, gabions, concrete rip wrap, storm drainage not related to the field construction, grate inlets and RCP.
o) Relocation, removal and repair of existing utilities not limited to electrical conduits, power poles, water, sewer, gas, cable, telephone, owner placed conduits or communication feeds within the field of play.
p) Design services and construction documentation, including, but not limited to: conceptual drawings/preliminary design; construction drawings; storm water management; submittal reviews and processing; architectural/engineering inspections; soil borings; professional survey; and as-built drawings.
q) All applicable prevailing wages, union labor or other labor law levies.

NOTES:

Notwithstanding any other document or agreement entered into by FieldTurf in connection with the supply and installation only of its product pursuant to the present bid proposal, the following shall apply:

- This bid proposal and its acceptance is subject to strikes, accidents, delays beyond our control and force majeure;
- Final payment shall be upon the substantial completion of FieldTurf's obligations;
- Accounts overdue beyond 30 days of invoice date will be charged at an interest rate of 1.5% per month (19.56% per annum);
- FieldTurf requires a minimum of **21 days** after receiving final approvals on shop drawings to manufacture, coordinate delivery and schedule arrival of installation crew. Under typical field size and scenario, FieldTurf further requires **28 days** to install the Product subject to weather and force majeure.
- FieldTurf requires a suitable staging area. Staging area must be square footage of field x 0.12, have a minimum access of 15 feet wide by 15 feet high, and, no more than 100ft from the site. A 25 foot wide by 25 foot long hard or paved clean surface area located within 50 feet of the playing surface shall be provided for purposes of proper mixing of infill material. Access to any field will include suitable bridging over curbs from the staging area to permit suitable access to the field by low clearance vehicles.
- This proposal is based on a single mobilization. If the site is not ready and additional mobilizations are necessary, additional charges will apply.
- FieldTurf shall be accountable for its negligence but shall not be bound by any penalty clauses.
- FieldTurf shall be entitled to recover all costs and expenses, including attorney fees, associated with collection procedures in the event that FieldTurf pursues collection of payment of any past due invoice.

- All colors are to be chosen from FieldTurf's standard colors.
- An **5 Year pre-paid 3rd party insured manufacturer's** warranty is included on the FieldTurf synthetic surface;

The price is valid for a period of 90 days. The price is subject to increase if affected by an increase in raw materials, freight, or other manufacturing costs, a tax increase, new taxes, levies or any new legally binding imposition affecting the transaction.

Please contact Sarah Morehead if you have any questions or require additional information regarding FieldTurf's SmartBuy Program: 888-209-0065, ext. 230 or via e-mail at sarah.morehead@fieldturf.com. Be sure to visit our website at www.fieldturf.com.

Kay Macuil

From: Angelica Cifuentes
Sent: Monday, April 25, 2016 9:02 AM
To: Kay Macuil
Subject: FW: TCPN Membership

Good Morning Kay,

Please see below e-mail regarding verification of membership participation for the cooperatives TCPN and National IPA. This is regarding the contract for the turf.

Thank you

Angelica Cifuentes, CPP, CPM
Procurement & Budget Compliance Officer
City of San Luis Administration
(928) 341-8548 Direct Line
(928) 341-8539 Fax
acifuentes@cityofsanluis.org
www.cityofsanluis.org

From: Grund,Nick [mailto:Nick.Grund@nationalipa.org]
Sent: Friday, April 22, 2016 10:54 AM
To: Angelica Cifuentes <ACifuentes@cityofsanluis.org>
Subject: RE: TCPN Membership

Hi Angelica,

Please consider this email as verification that the City of San Luis is a registered member of TCPN. The City is also a registered member of National IPA (the two cooperatives merged last year).

Unfortunately we do not publish lists of or participating agencies.

Please let me know if you have any questions or need anything else.

Thanks, and have a great weekend!

Nick

Nick Grund
Regional Manager
Southwest
National IPA
Phone: 520-203-4671
www.nationalipa.org

****
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****

From: Angelica Cifuentes [mailto:ACifuentes@cityofsanluis.org]
Sent: Thursday, April 21, 2016 9:39 AM
To: Grund,Nick
Subject: TCPN Membership

Good Morning,

The City of San Luis would like to know if they are currently a member of the TCPN program. If so, how can I obtain a list where it states that we are a member? Thank you.

Angelica Cifuentes, CPP, CPM
Procurement & Budget Compliance Officer
City of San Luis Administration
(928) 341-8548 Direct Line
(928) 341-8539 Fax
acifuentes@cityofsanluis.org
www.cityofsanluis.org

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Gloria Rodriguez

From: Fisher, Eric <Eric.Fisher@fieldturf.com>
Sent: Monday, April 25, 2016 11:53 AM
To: Gloria Rodriguez
Cc: Jones2, Donny; Jones, Carly; Dawson, Patrick; Morehead, Sarah
Subject: RE: TCPN RFI
Attachments: FieldTurf USA, Inc TCPN AZ Turf Pricing.xlsx; San Luis Soccer Field - TCPN Proposal - 04-25-16.pdf

Importance: High

Hi Gloria et al,

Hope all is well and sorry for the delay.

As discussed, we took the liberty of providing a detailed proposal breakdown and updated quote. Additionally, we've provided the AZ TCPN contract (R 5523) pricing for comparison. If you notice, the TCPN contract pricing only pertains to fields over 40,000 Sq. Ft. (See note #7 on pricing spreadsheet attached). On a case-by-case basis, TCPN permits us to use adjusted turf pricing for smaller areas such as this. The rest of the line items are calculated via the "Alterative Costing method" which is a method of pricing line items based on current, local contracting costs. This ensures accuracy and transparency as they are actual costs.

All we need is a P.O. made out to "FieldTurf USA, Inc." to secure your priority place in the production queue.

Thanks and please call me with any questions. I can be reached at 503-708-6548.

Eric Fisher
Director of Sales- SmartBuy

FieldTurf® A Tarkett Sports Company | THE ULTIMATE SURFACE EXPERIENCE

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From: Gloria Rodriguez [mailto:GRodriguez@cityofsanluis.org]
Sent: Monday, April 25, 2016 9:18 AM
To: Fisher, Eric
Subject: RE: TCPN RFI

Good morning Eric,

We have not received the FieldTurf pricing sheet for TCPN Contract R5523 (Arizona). Would it be possible to get it this morning?

Thank you,

Gloria Rodriguez

From: Fisher, Eric [mailto:Eric.Fisher@fieldturf.com]
Sent: Thursday, April 21, 2016 2:05 PM
To: Gloria Rodriguez <GRodriguez@cityofsanluis.org>; Stringham,Victoria (Victoria.Stringham@NationalIPA.org) <Victoria.Stringham@NationalIPA.org>; Andrews,Shelley <Shelley.Andrews@NationalIPA.org>
Cc: Jones, Carly <carly@ftnw.com>; Jones2, Donny <donny@ftnw.com>; Morehead, Sarah <Sarah.Morehead@fieldturf.com>; Adams,David (David.Adams@NationalIPA.org) <David.Adams@NationalIPA.org>
Subject: TCPN RFI

Hi Gloria,

It was great talking to you.

I will ask that TCPN send over a copy of our pricing list to you. As discussed, that is the only item that is not listed on the website link that I sent you.

Victoria/ Shelley,

Can you please assist Gloria with the FieldTurf pricing sheet for TCPN Contract R5523 (Arizona)?

Thanks!

Eric Fisher
Director of Sales- SmartBuy

FieldTurf® A Tarkett Sports Company | THE ULTIMATE SURFACE EXPERIENCE

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2012 FieldTurf USA, Inc. Arizona TCPN Solicitation No. 12-48 Turf Portion

Athletic and Recreational Field Surfaces (Synthetic Turf)

Column #1	2	3
ARIZONA Service Labor Rates All Lots Turf Fields	**Unit of Measure**	**Total Price to Client**
FieldTurf Revolution 2.5"	Per Sq. Ft.	$ 4.67498460
FieldTurf Revolution 2.25"	Per Sq. Ft.	$ 4.41761850
FieldTurf Revolution 2.0"	Per Sq. Ft.	$ 4.29482190
FieldTurf Classic (slit film) 2.5"	Per Sq. Ft.	$ 4.58327340
FieldTurf Classic (slit film) 2.25"	Per Sq. Ft.	$ 4.34536400
FieldTurf Classic (slit film) 2.0"	Per Sq. Ft.	$ 4.20437760
FieldTurf XM-65P 2.5"	Per Sq. Ft.	$ 4.18460160
FieldTurf XM-57P 2.25"	Per Sq. Ft.	$ 4.07732710
FieldTurf XM-50P 2.0"	Per Sq. Ft.	$ 3.95284130
FieldTurf XT-65 2.5"	Per Sq. Ft.	$ 4.11532380
FieldTurf XT-57 2.25"	Per Sq. Ft.	$ 3.99688410
FieldTurf XT-50 2.0"	Per Sq. Ft.	$ 3.87939200
Inlaid Football Numbers / Arrows	Lump Sump	$ 7,210.00
Inlaid Football Hash Marks	Lump Sump	$ 7,210.00
Inlaid Soccer Markings	Lump Sump	$ 7,210.00
Inlaid Lacrosse Markings	Lump Sump	$ 7,210.00
Inlaid Baseball Markings	Lump Sump	$ 7,210.00
Inlaid Softball Markings	Lump Sump	$ 7,210.00
Inlaid Media Lines	Lump Sump	$ 7,210.00
Inlaid Rugby Markings	Lump Sump	$ 7,210.00
Inlaid Field Hockey Markings	Lump Sump	$ 7,210.00
Tufted Football Gridiron	Lump Sump	No Charge
GroomRight Maintenance Machine	Lump Sump	$ 5,150.00
SweepRight Maintenance Machine	Lump Sump	$ 1,030.00
G-Max Testing	Per Test	$ 1,545.00
Natural Grass Option	Per Sq. Ft.	$ 1.54500

On a project by project basis, FieldTurf USA, Inc. reserves the right to petition to TCPN an admin fee for less than 3%.

Notes:

Note #1: New Construction - Prices above are for Turf surfaces only. FieldTurf is prepared to offer turn key solutions for the construction of fields through use of Alternative Costing and RS Means. Past experience with TCPN turn key projects confirms our position that the best value pricing for customers is obtained through these costing methods.

Note #2: SiteWork - RS Means or Alternative Costing Method. In the past, we have found that customers receive the least expensive price to use a discounted RS Means or Alternative Costing Method to price these types of line items, as costs vary on each project due

Note #3: Additional volume discounts on RS Means and Alternative Costing are available based on size of each individual project.

Note #4: One multiplier number has been used that accounts for the best, lowest price opportunity that considers non-prevailing wages, use taxes, prevailing wages, Davis Bacon, and shipping.

Note #5: Products do not have manufacture part # or vendor part number. Listed is the nationally recognized name of the running track surfaces.

Note #6: Manufactures suggested List Price and Net Price is not available. Due to the nature of the product, prices in general are based on market conditions and petroleum prices. FieldTurf USA, Inc. does not generate MSRP. In general, TCPN prices are approximately a 9% savings.

Note #7: Prices are not to exceed for projects with at least 40,000 sf. For projects below 40,000 sf, a higher price will be offered on a case-by-case basis.

Note #8: Descriptions of products are provided in Tab 8. Products have significant differences and descriptions that are best represented in individual product specifications.

Note #9: See attached product, services, warranties.

Description of Cost Factors	**Unit of Measure**	**Offeror's Base Bid**	
Performance and payment bond - bonding rate (percent of project)	Percent	1.1250%	
Bonding capacity - total amount of capacity available	Dollar Amount	$75,000,000.00	
TCPN Discounts offered on individual manufacturer's published price lists/catalogs	Percent	NA	
Alternative methods of costing - percent of overhead/markup to cost	Percent	20%	(e.g. $100 + 20% P&O = $120)
Discounts offered of alternative costing methods (cost + profit & overhead) Rate of discount.	Percent	10%	(e.g. $120 - 10% Discount = $108)
R.S. Means Multiplier/Factor - Normal Hours	Percent	0.990%	Additional Discount on RS Means available on dollar volume
R.S. Means Multiplier/Factor - Out Side of Normal Hours	Percent	0.990%	
Offeror's Support for TCPN Pricing, Percent off the Offeror's Support for TCPN pricing Page	Percent	9%	

***End Zone Colors, End Zone Decorations (Painted or Inlaid), Center Field Decorations (Painted or Inlaid) will be priced on a per project basis upon receipt.
***Pricing on this spreadsheet includes furnishing, installing and provision of Warranty for the synthetic turf surfaces only and does not include any sitework.
***Tufted Football Gridiron not available for Revolution, Classic, XM or XT 2.0" Products
***Inlaid Numbers / Arrows not available for Revolution, Classic, XM or XT 2.0" Products

AGENDA ITEM REVIEW FORM

Regular City Council Meeting **6. B.**

Meeting Date: 04/27/2016

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

Submitted By: Eulogio Vera, Public Works Director, Public Works Department

Action Requested: Motion

ITEM:

Discussion and possible action awarding bid and approval of entering into a contract with DPE Construction for constructing Phase I of the 4th Avenue and 1st Avenue and Juan Sanchez Boulevard Roadway Improvements Project. **(Eulogio Vera, Public Works Director)**

SUMMARY:

The City of San Luis went out to formal bid pursuant to Title 34 of the Arizona Revised Statutes for construction of Phase I of the 4th Avenue and 1st Avenue and Juan Sanchez Boulevard Roadway Improvements Projects. Three bids were submitted and DPE of Yuma was the low bid at $428,918.60, which includes a $38,992.60 contingency. The project will be funded by City Highway Users Revenue Fund and will have a project duration of 120 calendar days, which means that funds will need to be committed in fiscal year 2017 for its completion.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO ACCEPT LOWEST RESPONSIVE BID BY DPE FOR CONSTRUCTION OF PHASE I OF THE JUAN SANCHEZ BOULEVARD ROADWAY IMPROVEMENTS AS PRESENTED.

Supporting information not attached to the Agenda Item Review Form:

Supporting information attached to this Agenda Item Review Form.

Document to be Recorded?: No

N/A

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:	Yes
CITY/STATE/FEDERAL FUNDS:	City
TOTAL:	428,918.60
BUDGETED:	150,000
AVAILABLE TO TRANSFER:	0
ACCOUNT #/REMAINING BALANCE:	$290,947.77

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

Act # 90010.806 Capital Outlay - Improvements Impact Fees
Account currently has $290,947.77 of which $150,000 where budgeted for First Avenue Improvements. Project scope was expanded to include Juan Sanchez Boulevard between 1st Avenue and Main Street and is considered to be Phase I of the complete project. From this account, $200,000 were budgeted for 10th Avenue and Juan Sanchez Blvd but as traffic study didn't recommend substantial expansions, 4th and 1st Avenue intersections were of higher priority.

Attachments

Bid Tab

Phase I-Preliminary Layout

4th/1st Ave & Juan Sanchez Blvd Roadway Improvements Phase I		City of San Luis Construction Cost San Luis, Arizona				CEMEX Construction Materials South LLC Yuma, AZ		DPE Construction Inc. Yuma, AZ		Grey Mountain Construction Yuma, AZ	
ITEM #	ITEM DESCRIPTION	EST. QTY	UNITS	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST
1.	Remove Pavement	8,545	S.Y.	$ 3.75	$ 32,043.75	$ 1.00	$ 8,545.00	$ 1.00	$ 8,545.00	$ 7.50	$ 64,087.50
2.	Remove Sidewalk / Concrete Flatwork	5,554	S.F.	$ 1.75	$ 9,719.50	$ 1.00	$ 5,554.00	$ 1.00	$ 5,554.00	$ 2.00	$ 11,108.00
3.	Remove Curb and Gutter / Curb	929	L.F.	$ 2.50	$ 2,322.50	$ 2.00	$ 1,858.00	$ 1.00	$ 929.00	$ 5.00	$ 4,645.00
4.	Remove Wood Bollards	13	EA.	$ 20.00	$ 260.00	$ 127.00	$ 1,651.00	$ 20.00	$ 260.00	$ 50.00	$ 650.00
5.	Remove Metal Bollards / Posts	4	EA.	$ 100.00	$ 400.00	$ 127.00	$ 508.00	$ 150.00	$ 600.00	$ 100.00	$ 400.00
6.	Remove Sign	5	EA.	$ 45.00	$ 225.00	$ 64.00	$ 320.00	$ 50.00	$ 250.00	$ 75.00	$ 375.00
10.	Remove Engineered Disposal Pit	1	EA.	$ 1,000.00	$ 1,000.00	$ 953.00	$ 953.00	$ 2,000.00	$ 2,000.00	$ 2,500.00	$ 2,500.00
11.	Remove Concrete	519	S.F.	$ 1.75	$ 908.25	$ 1.00	$ 519.00	$ 1.00	$ 519.00	$ 2.00	$ 1,038.00
12.	Sawcut AC Pavement	399	L.F.	$ 2.50	$ 997.50	$ 1.00	$ 399.00	$ 2.00	$ 798.00	$ 3.00	$ 1,197.00
13.	Sawcut Sidewalk	6	L.F.	$ 2.00	$ 12.00	$ 3.00	$ 18.00	$ 10.00	$ 60.00	$ 15.00	$ 90.00
14.	Under Sidewalk Drain	1	EA.	$ 1,000.00	$ 1,000.00	$ 763.00	$ 763.00	$ 200.00	$ 200.00	$ 1,000.00	$ 1,000.00
15.	Remove Chainlink Fence	54	L.F.	$ 15.00	$ 810.00	$ 1.00	$ 54.00	$ 5.00	$ 270.00	$ 10.00	$ 540.00
16.	Remove Wood Fence	4	L.F.	$ 15.00	$ 60.00	$ 25.00	$ 100.00	$ 20.00	$ 80.00	$ 50.00	$ 200.00
A20	4" Schedule 40 Conduit (APS serice conduit)	130.	L.F.	$ 10.00	$ 1,300.00	$ 15.00	$ 1,950.00	$ 16.00	$ 2,080.00	$ 14.00	$ 1,820.00
21.	Pavement Structural Section No.1 (4" over 12")	5,379	S.Y.	$ 35.00	$ 188,265.00	$ 32.00	$ 172,128.00	$ 24.00	$ 129,096.00	$ 21.50	$ 115,648.50
22.	Vertical Curb and Gutter	1,512	L.F.	$ 11.75	$ 17,766.00	$ 10.00	$ 15,120.00	$ 10.00	$ 15,120.00	$ 14.00	$ 21,168.00
23.	Subgrade	10,651	S.Y.	$ 2.00	$ 21,302.00	$ 3.00	$ 31,953.00	$ 1.00	$ 10,651.00	$ 3.50	$ 37,278.50
24.	Vertical Curb and Gutter Transition	2	EA.	$ 300.00	$ 600.00	$ 159.00	$ 318.00	$ 100.00	$ 200.00	$ 125.00	$ 250.00
25.	Concrete Sidewalk	7,058	S.F.	$ 3.50	$ 24,703.00	$ 3.00	$ 21,174.00	$ 3.00	$ 21,174.00	$ 4.00	$ 28,232.00
26.	Sidewalk Ramp (ADOT Type C)	2	EA.	$ 1,100.00	$ 2,200.00	$ 699.00	$ 1,398.00	$ 900.00	$ 1,800.00	$ 950.00	$ 1,900.00
27.	Sidewalk Ramp (C/DT-02)	6	EA.	$ 1,025.00	$ 6,150.00	$ 699.00	$ 4,194.00	$ 900.00	$ 5,400.00	$ 950.00	$ 5,700.00
28.	Sidewalk Ramp Special	1	EA.	$ 1,000.00	$ 1,000.00	$ 699.00	$ 699.00	$ 850.00	$ 850.00	$ 950.00	$ 950.00
29.	Concrete Driveway with Radius Returns	1,858	S.F.	$ 4.50	$ 8,361.00	$ 4.00	$ 7,432.00	$ 4.00	$ 7,432.00	$ 5.00	$ 9,290.00
30.	Valley Gutter	662	S.F.	$ 7.00	$ 4,634.00	$ 7.00	$ 4,634.00	$ 5.00	$ 3,310.00	$ 9.00	$ 5,958.00
31.	Driveway	494	S.F.	$ 4.50	$ 2,223.00	$ 4.00	$ 1,976.00	$ 3.50	$ 1,729.00	$ 5.00	$ 2,470.00
32.	Adjust Valve Cover to Grade	22	EA.	$ 300.00	$ 6,600.00	$ 318.00	$ 6,996.00	$ 250.00	$ 5,500.00	$ 700.00	$ 15,400.00
33.	Adjust Sewer Manhole Frame & Cover to Grade	5	S.F.	$ 400.00	$ 2,000.00	$ 636.00	$ 3,180.00	$ 500.00	$ 2,500.00	$ 1,100.00	$ 5,500.00
34.	Pavement Structural Section No. 2 (3" over 8")	3,390	S.Y.	$ 29.00	$ 98,310.00	$ 23.00	$ 77,970.00	$ 22.00	$ 74,580.00	$ 23.00	$ 77,970.00
35.	Depressed Sidewalk	2	EA.	$ 1,400.00	$ 2,800.00	$ 159.00	$ 318.00	$ 200.00	$ 400.00	$ 400.00	$ 800.00
36.	Vertical Curb	350	L.F.	$ 11.50	$ 4,025.00	$ 11.00	$ 3,850.00	$ 11.00	$ 3,850.00	$ 14.00	$ 4,900.00
37.	Sidewalk Ramp (Straight Section)	2	EA.	$ 650.00	$ 1,300.00	$ 699.00	$ 1,398.00	$ 700.00	$ 1,400.00	$ 850.00	$ 1,700.00
38.	Set Survey Monument, Type A	4	EA.	$ 325.00	$ 1,300.00	$ 286.00	$ 1,144.00	$ 350.00	$ 1,400.00	$ 350.00	$ 1,400.00
39.	Depressed Curb	2	EA.	$ 150.00	$ 300.00	$ 159.00	$ 318.00	$ 100.00	$ 200.00	$ 700.00	$ 1,400.00
41.	Basin Grading	1	L. SUM	$ 12,000.00	$ 12,000.00	$ 7,628.00	$ 7,628.00	$ 3,000.00	$ 3,000.00	$ 9,000.00	$ 9,000.00
42.	Concrete Median Paving	204	S.F.	$ 3.50	$ 714.00	$ 14.00	$ 2,856.00	$ 6.00	$ 1,224.00	$ 18.00	$ 3,672.00
43.	Modified Sidewalk Ramp	4	EA.	$ 650.00	$ 2,600.00	$ 699.00	$ 2,796.00	$ 500.00	$ 2,000.00	$ 850.00	$ 3,400.00
44.	Rip-Rap Spillway (D_{50}=6")	365	S.F.	$ 13.00	$ 4,745.00	$ 9.00	$ 3,285.00	$ 4.00	$ 1,460.00	$ 20.00	$ 7,300.00
45.	Apron / Cross Gutter	739	S.F.	$ 7.00	$ 5,173.00	$ 7.00	$ 5,173.00	$ 5.00	$ 3,695.00	$ 9.00	$ 6,651.00
46.	6" C-900 Class 235 PVC Pipe	8	L.F.	$ 45.00	$ 360.00	$ 25.00	$ 200.00	$ 100.00	$ 800.00	$ 150.00	$ 1,200.00
47.	Excavate and Grade Retention Basins	1	L. SUM	$ 8,000.00	$ 8,000.00	$ 7,628.00	$ 7,628.00	$ 6,000.00	$ 6,000.00	$ 4,000.00	$ 4,000.00
48.	Safety Nose Median	3	EA.	$ 150.00	$ 450.00	$ 254.00	$ 762.00	$ 100.00	$ 300.00	$ 800.00	$ 2,400.00
49.	Concrete Pavement (Buss Pullout Bay)	928	S.F.	$ 12.00	$ 11,136.00	$ 9.00	$ 8,352.00	$ 5.00	$ 4,640.00	$ 11.00	$ 10,208.00
50.	3" Conduits(130 L.F.) & 4 No. 5 Pull Boxes	1	L. SUM	$ 3,000.00	$ 3,000.00	$ 5,034.00	$ 5,034.00	$ 5,200.00	$ 5,200.00	$ 5,800.00	$ 5,800.00
51.	Furnish and Install - 8SW (4" Equivalent)	718	L.F.	$ 0.50	$ 359.00	$ 1.00	$ 718.00	$ 1.00	$ 718.00	$ 2.00	$ 1,436.00
52.	Furnish and Install - 12SW (4" Equivalent)	1,223	L.F.	$ 0.75	$ 917.25	$ 1.00	$ 1,223.00	$ 1.00	$ 1,223.00	$ 2.00	$ 2,446.00
53.	Furnish and Install - 24SW (4" Equivalent)	390	L.F.	$ 0.75	$ 292.50	$ 3.00	$ 1,170.00	$ 1.00	$ 390.00	$ 2.50	$ 975.00
54.	Furnish and Install - 4CY (4" Equivalent)	1,467	L.F.	$ 0.55	$ 806.85	$ 1.00	$ 1,467.00	$ 1.00	$ 1,467.00	$ 2.00	$ 2,934.00
55.	Furnish and Install - 4SDY (4" Equivalent)	2,374	L.F.	$ 0.50	$ 1,187.00	$ 1.00	$ 2,374.00	$ 1.00	$ 2,374.00	$ 2.00	$ 4,748.00
56.	Thermoplastic Single Turn Arrow Symbol	4	EA.	$ 120.00	$ 480.00	$ 114.00	$ 456.00	$ 100.00	$ 400.00	$ 300.00	$ 1,200.00
57.	Thermoplastic Thru Arrow Symbol	1	EA.	$ 120.00	$ 120.00	$ 114.00	$ 114.00	$ 100.00	$ 100.00	$ 300.00	$ 300.00
58.	Furnish and Install - 6SW (4" Equivalent)	126	L.F.	$ 0.50	$ 63.00	$ 1.00	$ 126.00	$ 0.50	$ 63.00	$ 1.00	$ 126.00
59.	Type D Raised Pavement Marker	99	EA.	$ 4.50	$ 445.50	$ 8.00	$ 792.00	$ 8.00	$ 792.00	$ 8.00	$ 792.00
66.	Furnish and Install - 4SW (4" Equivalent)	110	L.F.	$ 0.20	$ 22.00	$ 1.00	$ 110.00	$ 0.50	$ 55.00	$ 2.00	$ 220.00
67.	Furnish and Install -Yield Bar (Figure 3B-16 MUTCD 2009)	31	EA.	$ 50.00	$ 1,550.00	$ 19.00	$ 589.00	$ 20.00	$ 620.00	$ 20.00	$ 620.00
68.	Obliterate Existing Striping	30	L.F.	$ 1.25	$ 37.50	$ 13.00	$ 390.00	$ 13.00	$ 390.00	$ 15.00	$ 450.00
69.	Paint Median (color as noted)	22	L.F.	$ 2.50	$ 55.00	$ 13.00	$ 286.00	$ 10.00	$ 220.00	$ 15.00	$ 330.00
70.	Existing sign to Remain (No Payment)	7	EA.	$ -	$ -	$ -	$ -	$ -	$ -	$ 0.01	$ 0.07
71.	Remove and Salvage Sign Assembly	4	EA.	$ 132.00	$ 528.00	$ 127.00	$ 508.00	$ 50.00	$ 200.00	$ 60.00	$ 240.00
72.	Remove and Relocate Existing Sign F&I New U-Channel	1	EA.	$ 132.00	$ 132.00	$ 127.00	$ 127.00	$ 250.00	$ 250.00	$ 150.00	$ 150.00
73.	Sign Post (U-Channel)	8	EA.	$ 115.00	$ 920.00	$ 127.00	$ 1,016.00	$ 150.00	$ 1,200.00	$ 150.00	$ 1,200.00
74.	Rectangular Rapid Flashing Beacon	2	EA.	$ 2,000.00	$ 4,000.00	$ 8,327.00	$ 16,654.00	$ 8,600.00	$ 17,200.00	$ 8,800.00	$ 17,600.00
75.	Funish and Install New Sign (Less than 10SF)	114	S.F.	$ 29.00	$ 3,306.00	$ 23.00	$ 2,622.00	$ 23.00	$ 2,622.00	$ 23.00	$ 2,622.00
76.	Furnish and Install New Sign (More than 10SF)	32	S.F.	$ 35.00	$ 1,120.00	$ 23.00	$ 736.00	$ 23.00	$ 736.00	$ 23.00	$ 736.00
77.	Temporary Striping	1	L.S.	$ 1,860.00	$ 1,860.00	$ 5,810.00	$ 5,810.00	$ 6,000.00	$ 6,000.00	$ 6,000.00	$ 6,000.00
W-1	Traffic Control Plans, Implementation and Maintenance	1	L. SUM	$ 90,000.00	$ 90,000.00	$ 25,000.00	$ 25,000.00	$ 3,750.00	$ 3,750.00	$ 31,000.00	$ 31,000.00
EC-1	Erosion Control and Maintenance - SWPPP	1	L.SUM	$ 10,000.00	$ 10,000.00	$ 6,357.00	$ 6,357.00	$ 1,500.00	$ 1,500.00	$ 8,000.00	$ 8,000.00
F-1	As-Built Plans	1	L.SUM	$ 2,000.00	$ 2,000.00	$ 1,908.00	$ 1,908.00	$ 1,600.00	$ 1,600.00	$ 1,000.00	$ 1,000.00
F-5	Survey	1	L.SUM	$ 15,000.00	$ 15,000.00	$ 13,054.00	$ 13,054.00	$ 9,000.00	$ 9,000.00	$ 12,100.00	$ 12,100.00
	TOTAL				$628,277.10		$ 506,713.00		$ 389,926.00		$ 578,421.57
	10% CONTINGENCY SUBTOTAL				$62,827.71		$ 50,671.30		$ 38,992.60		$ 57,842.16
	TOTAL CONTRACT PROPOSAL				**$691,104.81**		**$ 557,384.30**		**$ 428,918.60**		**$ 636,263.73**
						As Submitted	$ 531,873.10	As Submitted	$ 428,918.60	As Submitted	$ 636,263.73
						diff. of	$ (25,511.20)	diff. of	$ -	diff. of	$ 0.00

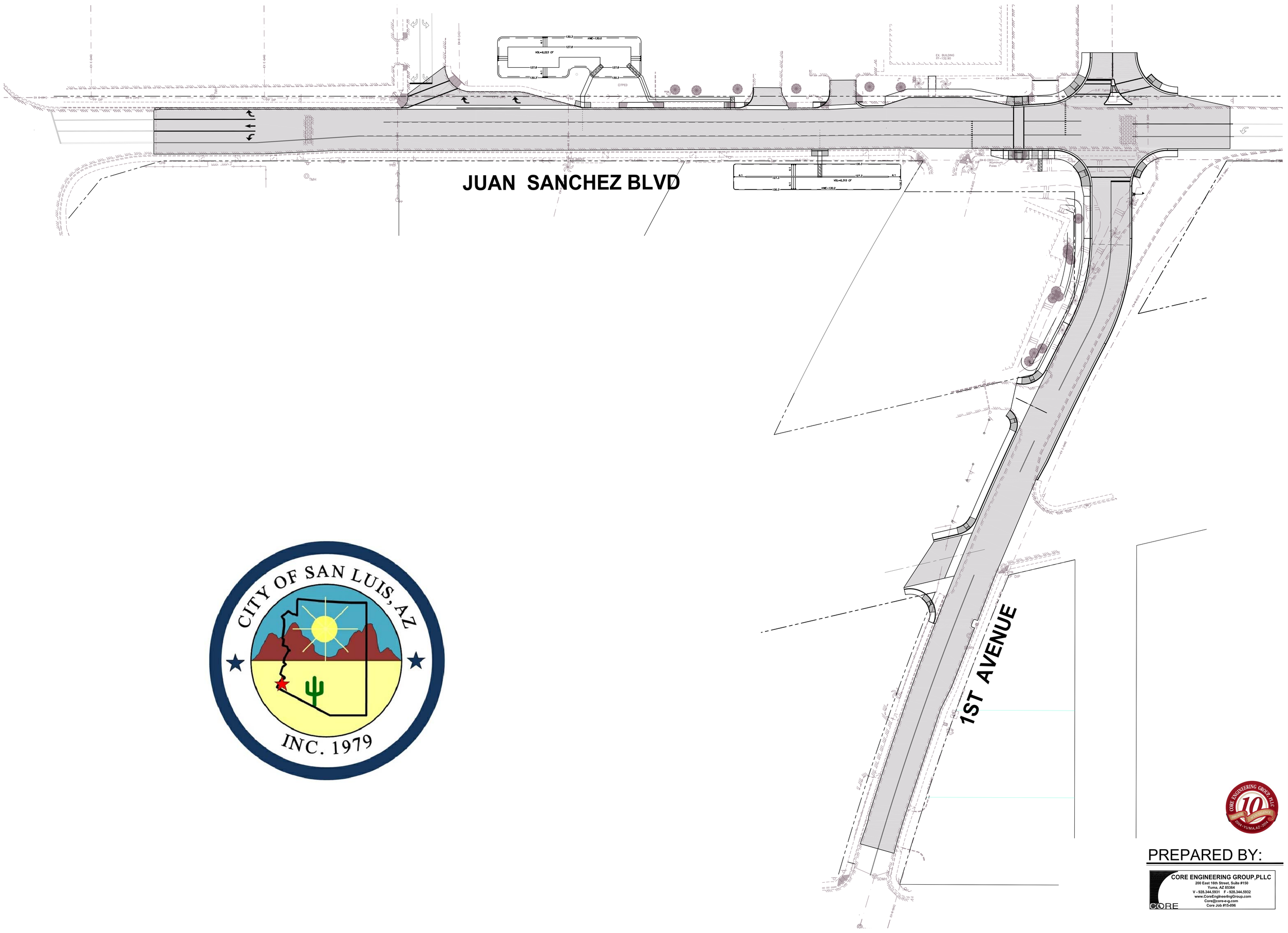
CITY OF SAN LUIS

4TH AVE / 1ST AVE & JUAN SANCHEZ BLVD

ROADWAY IMPROVEMENTS, PHASE 1

T.11S. R.25W.

SCALE: 1" = 30' HORIZ



CITY OF SAN LUIS, AZ
INC. 1979

CORE ENGINEERING GROUP, PLLC
10 YEARS
2004 - YUMA, AZ - 2014

PREPARED BY:

CORE ENGINEERING GROUP,PLLC
200 East 16th Street, Suite #150
Yuma, AZ 85364
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www.CoreEngineeringGroup.com
Core@core-e-g.com
Core Job #15-096

AGENDA ITEM REVIEW FORM

Regular City Council Meeting **6. C.**

Meeting Date: 04/27/2016

Department Head: Sonia Cornelio, City Clerk, Office of the City Clerk

Submitted By: Sonia Cornelio, City Clerk, Office of the City Clerk

Action Requested: Motion

ITEM:

Discussion and possible action on any and all matters regarding the renewal of the AgendaQuick Software Service Agreement between the City of San Luis and Destiny Software Inc. **(Sonia Cornelio, City Clerk)**

SUMMARY:

On March 25, 2015 the Mayor and City Council approved the purchase of AgendaQuick Software from Destiny Software Inc. in the amount of $10,108.00. The agreement is to continue for the initial subscription term and thereafter, the agreement automatically renews for year 2 through year 5. The renewal date was adjusted from March to July in order to coincide with the City's fiscal year. The annual renewal fee from July 1, 2016 through June 30, 2018 is **$6,200.00**; subsequent years will be billed at **$6,800.00 annually** through year 2020.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO APPROVE THE SUBSCRIPTION CONTRACT WITH DESTINY SOFTWARE, INC. AS PRESENTED AND APPROVE THE CHANGE OF RENEWAL DATE TO COINCIDE WITH THE START OF THE CITY'S FISCAL YEAR JULY 1.

Supporting information not attached to the Agenda Item Review Form:

Supporting information is attached to this Agenda Item Review Form.

Document to be Recorded?: No

N/A

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:	Yes
CITY/STATE/FEDERAL FUNDS:	City
TOTAL:	$6,200.00
BUDGETED:	Yes
AVAILABLE TO TRANSFER:	N/A
ACCOUNT #/REMAINING BALANCE:	100-116-70040 $6,200.00

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

This is a budgeted item. The subscription amount for next 4 fiscal years will be as follows:

2016-2017 - $6,200.00
2017-2018 - $6,200.00
2018-2019 - $6,800.00
2019-2020 - $6,800.00

Attachments

AgendaQuick Software Service Agreement

AGENDAQUICK SOFTWARE AS A SERVICE (SAAS) AGREEMENT

EFFECTIVE DATE: July 1, 2016

PARTIES:

1. Destiny Software Inc. ("Supplier"), of 19724 166th Ave NE, Woodinville, Washington 98072; Mailing address: PO Box 827, Woodinville, WA 98072 and

2. City of San Luis ("Customer") of 1090 E. Union St., San Luis, AZ 85349

BACKGROUND:

(A) The Supplier has developed certain software applications and platforms which it makes available to subscribers via the internet on a pay-per-use basis for the purpose of agenda & minutes preparation, public records requests, video integration and workflow & process management.

(B) The Customer wishes to use the Supplier's service in its business operations.

(C) The Supplier has agreed to provide and the Customer has agreed to take and pay for the Supplier's service subject to the terms and conditions of this agreement.

AGREED TERMS:

1. **Definitions**. In this Agreement the following words and phrases shall have the following respective meanings, unless the context otherwise requires:

   Authorized Users: those employees, agents and independent contractors of the Customer who are authorized by the Customer to use the Services and the Documentation, as further described in clause 2.2(d).

   Business Day: any day which is not a Saturday, Sunday or public holiday in the U.S.

   Change of Control: the direct or indirect acquisition of either the majority of the voting stock, or of all, or substantially all, of the assets, of a party by another entity in a single transaction or a series of transactions.

   Confidential Information: information that is proprietary or confidential and is either clearly labeled as such or identified as Confidential Information in clause 10.5.

   Customer Data: the data inputted by the Customer, Authorized Users, or the Supplier on the Customer's behalf for the purpose of using the Services or facilitating the Customer's use of the Services.

   Documentation: the document made available to the Customer by the Supplier from time to time which sets out a description of the Services and the user instructions for the Services.

   Effective Date: the date of this agreement.

   Initial Subscription Term: the initial term of this agreement as set out Schedule 2

Meeting Type: any individual meeting type purchased by the Customer and created within the system for the purpose of using the Services, pursuant to clause 8.1 and Schedule 1

Normal Business Hours: 8.00 am to 5.00 pm local PST time, each Business Day.

Renewal Period: the period described in clause 13.1.

Services: the subscription services provided by the Supplier, as set out in paragraph 1 of Schedule 1, to the Customer under this agreement via the website assigned to the Customer by the Supplier, or any other website notified to the Customer by the Supplier from time to time, as more particularly described in the Documentation.

Software: the online software applications provided by the Supplier as part of the Services.

Subscription Fees: the subscription fees payable by the Customer to the Supplier for the User Subscriptions, as set out in paragraph 1 of Schedule 1.

Subscription Term: has the meaning given in clause 13.1.

Support Services Policy: the Supplier's policy for providing support in relation to the Services as made available at the website assigned to the Customer by the Supplier, or such other website address as may be notified to the Customer from time to time.

User Subscriptions: the user subscriptions purchased by the Customer pursuant to clause 8.1 which entitle Authorized Users to access and use the Services and the Documentation in accordance with this agreement.

Virus: any thing or device (including any software, code, file or program) which may: prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device; prevent, impair or otherwise adversely affect access to or the operation of any program or data, including the reliability of any program or data (whether by re-arranging, altering or erasing the program or data in whole or part or otherwise); or adversely affect the user experience, including worms, trojan horses, viruses and other similar things or devices.

1.1 A reference to writing or written includes faxes but not e-mail.

2. MEETING TYPES & USER SUBSCRIPTIONS

2.1 Subject to the Customer purchasing the Meeting Types and User Subscriptions in accordance with clause 3.3 and clause 8.1, the restrictions set out in this clause 2 and the other terms and conditions of this agreement, the Supplier hereby grants to the Customer a non-exclusive, non-transferable right to permit the Authorized Users to use the Services and the Documentation during the Subscription Term solely for the Customer's internal business operations.

2.2 In relation to the number of Meeting Types and Authorized Users, the Customer undertakes that:

(a) the maximum number of Meeting Types and Authorized Users that it authorizes to access and use the Services and the Documentation shall not exceed the number of Meeting Types and User Subscriptions it has purchased from time to time;

(b) it will not allow or suffer any User Subscription to be used by more than one individual Authorized User unless it has been reassigned in its entirety to another individual Authorized User, in which case the prior Authorized User shall no longer have any right to access or use the Services and/or Documentation;

(c) each Authorized User shall keep a secure password for their use of the Services and Documentation and that each Authorized User shall keep their password confidential;

(d) it shall maintain, within the security administration portion of the application, an up to date list of current Authorized Users and promptly remove any unAuthorized Users;

(e) it shall permit the Supplier to audit the Services in order to establish the number of Meeting Types and the name and password of each Authorized User. Such audit may be conducted no more than once per quarter, at the Supplier's expense, and this right shall be exercised with reasonable prior notice, in such a manner as not to substantially interfere with the Customer's normal conduct of business;

(f) if any of the audits referred to in clause 2.2(e) reveal that any password has been provided to any individual who is not an Authorized User, then without prejudice to the Supplier's other rights, the Customer shall promptly disable such passwords and the Supplier shall not issue any new passwords to any such individual; and

(g) if any of the audits referred to in clause 2.2(e) reveal that the Customer has underpaid Subscription Fees to the Supplier, the Customer shall pay to the Supplier an amount equal to such underpayment as calculated in accordance with the prices set out in paragraph 1 of Schedule 1 within [10] Business Days of the date of the relevant audit.

2.3 The Customer shall not access, store, distribute or transmit any Viruses or any material during the course of its use of the Services that:

(a) is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive;

(b) facilitates illegal activity;

(c) depicts sexually explicit images;

(d) promotes unlawful violence;

(e) is discriminatory based on race, gender, color, religious belief, sexual orientation, disability, or any other illegal activity; or

(f) causes damage or injury to any person or property;

and the Supplier reserves the right, without liability to the Customer, to disable the Customer's access to any material that breaches the provisions of this clause.

2.4 The Customer shall not:

(a) except as may be allowed by any applicable law which is incapable of exclusion by agreement between the parties:

(i) and except to the extent expressly permitted under this agreement, attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Software and/or Documentation (as applicable) in any form or media or by any means; or

(ii) attempt to reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Software; or

(b) access all or any part of the Services and Documentation in order to build a product or service which competes with the Services and/or the Documentation; or

(c) use the Services and/or Documentation to provide services to third parties; or

(d) subject to clause 18.1, license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Services and/or Documentation available to any third party except the Authorized Users, or

(e) attempt to obtain, or assist third parties in obtaining, access to the Services and/or Documentation, other than as provided under this clause 2; and

2.5 The Customer shall use all reasonable endeavors to prevent any unAuthorized access to, or use of, the Services and/or the Documentation and, in the event of any such unAuthorized access or use, promptly notify the Supplier.

2.6 The rights provided under this clause 2 are granted to the Customer only, and shall not be considered granted to any subsidiary or holding company of the Customer.

3. ADDITIONAL MEETING TYPES & USER SUBSCRIPTIONS

3.1 Subject to clause 3.2 and clause 3.3, the Customer may, from time to time during any Subscription Term, purchase additional Meeting Types and/or User Subscriptions in excess of the number set out in paragraph 1 of Schedule 1 and the Supplier shall grant access to the Services and the Documentation to such additional Meeting Types and/or User Subscriptions in accordance with the provisions of this agreement.

3.2 If the Customer wishes to purchase additional Meeting Types and/or User Subscriptions, the Customer shall notify the Supplier in writing. The Supplier shall evaluate such request for additional Meeting Types and/or User Subscriptions and respond to the Customer with approval or disapproval of the request (such approval not to be unreasonably withheld).

3.3 If the Supplier approves the Customer's request to purchase additional Meeting Types and/or User Subscriptions, the Customer shall, within 30 days of the date of the Supplier's invoice, pay to the Supplier the relevant fees for such additional Meeting Types and/or User Subscriptions as set out in paragraph 1 of Schedule 1 and, if such additional Meeting Types and/or User Subscriptions are purchased by the Customer part way through the Initial Subscription Term or any Renewal Period (as applicable), such fees shall be pro-rated for the remainder of the Initial Subscription Term or then current Renewal Period (as applicable).

4. SERVICES

4.1 The Supplier shall, during the Subscription Term, provide the Services and make available the Documentation to the Customer on and subject to the terms of this agreement.

4.2 The Supplier shall use commercially reasonable endeavors to make the Services available 24 hours a day, seven days a week, except for:

(a) planned maintenance carried out during the maintenance window of 10:00 pm to 2:00 am PST time; and

(b) unscheduled maintenance performed outside Normal Business Hours, provided that the Supplier has used reasonable endeavors to give the Customer at least 6 Normal Business Hours' notice in advance.

4.3 The Supplier will, as part of the Services and at no additional cost to the Customer, provide the Customer with the Supplier's standard customer support services during Normal Business Hours in accordance with the Supplier's Support Services Policy in effect at the time that the Services are provided. The Supplier may amend the Support Services Policy in its sole and absolute discretion from time to time. The Customer may purchase enhanced support services separately at the Supplier's then current rates.

5. CUSTOMER DATA

5.1 The Customer shall own all rights, title and interest in and to all of the Customer Data and shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of the Customer Data.

5.2 The Supplier shall follow its archiving procedures for Customer Data. In the event of any loss or damage to Customer Data, the Customer's sole and exclusive remedy shall be for the Supplier to use reasonable commercial endeavors to restore the lost or damaged Customer Data from the latest back-up of such Customer Data maintained by the Supplier in accordance with the archiving procedure. The Supplier shall not be responsible for any loss, destruction, alteration or disclosure of Customer Data caused by any third party (except those third parties sub-contracted by the Supplier to perform services related to Customer Data maintenance and back-up).

5.3 The Supplier shall, in providing the Services, comply with its Privacy and Security Policy relating to the privacy and security of the Customer Data available at the website assigned to the Customer by the Supplier, or such other website address as may be notified to the Customer from

time to time, as such document may be amended from time to time by the Supplier in its sole discretion.

5.4 If the Supplier processes any personal data on the Customer's behalf when performing its obligations under this agreement, the parties record their intention that the Customer shall be the data controller and the Supplier shall be a data processor and in any such case:

(a) the Customer acknowledges and agrees that the personal data may be transferred or stored outside the state where the Customer and the Authorized Users are located in order to carry out the Services and the Supplier's other obligations under this agreement;

(b) the Customer shall ensure that the Customer is entitled to transfer the relevant personal data to the Supplier so that the Supplier may lawfully use, process and transfer the personal data in accordance with this agreement on the Customer's behalf;

(c) the Customer shall ensure that the relevant third parties have been informed of, and have given their consent to, such use, processing, and transfer as required by all applicable data protection legislation;

(d) the Supplier shall process the personal data only in accordance with the terms of this agreement and any lawful instructions reasonably given by the Customer from time to time; and

(e) each party shall take appropriate technical and organizational measures against unAuthorized or unlawful processing of the personal data or its accidental loss, destruction or damage.

6. SUPPLIER'S OBLIGATIONS

6.1 The Supplier undertakes that the Services will be performed substantially in accordance with the Documentation and with reasonable skill and care.

6.2 The undertaking at clause 6.1 shall not apply to the extent of any non-conformance which is caused by use of the Services contrary to the Supplier's instructions, or modification or alteration of the Services by any party other than the Supplier or the Supplier's duly Authorized contractors or agents. If the Services do not conform with the foregoing undertaking, Supplier will, at its expense, use all reasonable commercial endeavors to correct any such non-conformance promptly, or provide the Customer with an alternative means of accomplishing the desired performance. Such correction or substitution constitutes the Customer's sole and exclusive remedy for any breach of the undertaking set out in clause 6.1. Notwithstanding the foregoing, the Supplier:

(a) does not warrant that the Customer's use of the Services will be uninterrupted or error-free; nor that the Services, Documentation and/or the information obtained by the Customer through the Services will meet the Customer's requirements; and

(b) is not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet, and the

Customer acknowledges that the Services and Documentation may be subject to limitations, delays and other problems inherent in the use of such communications facilities.

6.3 The Supplier warrants that it has and will maintain all necessary licenses, consents, and permissions necessary for the performance of its obligations under this agreement.

7. CUSTOMER'S OBLIGATIONS

7.1 The Customer shall:

(a) provide the Supplier with:

(i) all necessary co-operation in relation to this agreement; and

(ii) all necessary access to such information as may be required by the Supplier;
in order to render the Services, including but not limited to Customer Data, security access information and configuration services;

(b) comply with all applicable laws and regulations with respect to its activities under this agreement;

(c) carry out all other Customer responsibilities set out in this agreement in a timely and efficient manner. In the event of any delays in the Customer's provision of such assistance as agreed by the parties, the Supplier may adjust any agreed timetable or delivery schedule as reasonably necessary;

(d) ensure that the Authorized Users use the Services and the Documentation in accordance with the terms and conditions of this agreement and shall be responsible for any Authorized User's breach of this agreement;

(e) obtain and shall maintain all necessary licenses, consents, and permissions necessary for the Supplier, its contractors and agents to perform their obligations under this agreement, including without limitation the Services;

(f) ensure that its network and systems comply with the relevant specifications provided by the Supplier from time to time; and

(g) be solely responsible for procuring and maintaining its network connections and telecommunications links from its systems to the Supplier's data centers, and all problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to the Customer's network connections or telecommunications links or caused by the internet.

8. CHARGES AND PAYMENT

8.1 The Customer shall pay the Subscription Fees to the Supplier in accordance with this clause 8 and Schedule 1.

8.2 The Customer shall on the Effective Date provide to the Supplier approved purchase order information acceptable to the Supplier and any other relevant valid, up-to-date and complete contact and billing details and, if the Customer provides:

(a) its approved purchase order information to the Supplier, the Supplier shall invoice the Customer:

(i) on the Effective Date for the Subscription Fees payable in respect of the Initial Subscription Term; and

(ii) subject to clause 13.1, at least 30 days prior to each anniversary of the Effective Date for the Subscription Fees payable in respect of the next Renewal Period,

and the Customer shall pay each invoice within 30 days after the date of such invoice.

8.3 If the Supplier has not received payment within [30 days] after the due date, and without prejudice to any other rights and remedies of the Supplier:

(a) the Supplier may, without liability to the Customer, disable the Customer's password, account and access to all or part of the Services and the Supplier shall be under no obligation to provide any or all of the Services while the invoice(s) concerned remain unpaid; and

(b) interest shall accrue on such due amounts at an annual rate equal to 10% commencing on the due date and continuing until fully paid, whether before or after judgment.

8.4 All amounts and fees stated or referred to in this agreement:

(a) shall be payable in U.S. dollars

(b) are, subject to clause 12.4(b), non-cancellable and non-refundable;

(c) are exclusive of state and local taxes (if applicable), which shall be added to the Supplier's invoice(s) at the appropriate rate.

8.5 If, at any time while using the Services, the Customer exceeds the amount of disk storage space specified in Schedule 1, the Supplier shall charge the Customer, and the Customer shall pay the Supplier's then current excess data storage fees. The Supplier's excess data storage fees current as at the Effective Date are set out in Schedule 1.

8.6 The Supplier shall be entitled to modify the Subscription Fees, the fees payable in respect of the additional Meeting Types and/or User Subscriptions purchased pursuant to clause 3.3 and/or the excess storage fees payable pursuant to clause 8.5 at the start of each Renewal Period upon 90 days' prior notice to the Customer and Schedule 1 shall be deemed to have been amended accordingly.

9. PROPRIETARY RIGHTS

9.1 The Customer acknowledges and agrees that the Supplier and/or its licensors own all intellectual property rights in the Services and the Documentation. Except as expressly stated herein, this agreement does not grant the Customer any rights to, or in, patents, copyrights, database rights, trade secrets, trade names, trademarks (whether registered or unregistered), or any other rights or licenses in respect of the Services or the Documentation.

9.2 The Supplier confirms that it has all the rights in relation to the Services and the Documentation that are necessary to grant all the rights it purports to grant under, and in accordance with, the terms of this agreement.

10. CONFIDENTIALITY

10.1 Each party may be given access to Confidential Information from the other party in order to perform its obligations under this agreement. A party's Confidential Information shall not be deemed to include information that:

(a) is or becomes publicly known other than through any act or omission of the receiving party;

(b) was in the other party's lawful possession before the disclosure;

(c) is lawfully disclosed to the receiving party by a third party without restriction on disclosure;

(d) is independently developed by the receiving party, which independent development can be shown by written evidence; or

(e) is required to be disclosed by law, by any court of competent jurisdiction or by any regulatory or administrative body.

10.2 Each party shall hold the other's Confidential Information in confidence and, unless required by law, not make the other's Confidential Information available to any third party, or use the other's Confidential Information for any purpose other than the implementation of this agreement.

10.3 Each party shall take all reasonable steps to ensure that the other's Confidential Information to which it has access is not disclosed or distributed by its employees or agents in violation of the terms of this agreement.

10.4 Neither party shall be responsible for any loss, destruction, alteration or disclosure of Confidential Information caused by any third party.

10.5 The Customer acknowledges that details of the Services, and the results of any performance tests of the Services, constitute the Supplier's Confidential Information.

10.6 The Supplier acknowledges that the Customer Data is the Confidential Information of the Customer.

10.7 This clause 10 shall survive termination of this agreement, however arising.

11. INDEMNITY

11.1 The Customer shall defend, indemnify and hold harmless the Supplier against claims, actions, proceedings, losses, damages, expenses and costs (including without limitation court costs and reasonable legal fees) arising out of or in connection with the Customer's use of the Services and/or Documentation, provided that:

(a) the Customer is given prompt notice of any such claim;

(b) the Supplier provides reasonable co-operation to the Customer in the defense and settlement of such claim, at the Customer's expense; and

(c) the Customer is given sole authority to defend or settle the claim.

11.2 The Supplier shall, subject to clause 11.5, defend the Customer, its officers, directors and employees against any claim that the Services or Documentation infringes any United States patent effective as of the Effective Date, copyright, trade mark, database right or right of confidentiality, and shall indemnify the Customer for any amounts awarded against the Customer in judgment or settlement of such claims, provided that:

(a) the Supplier is given prompt notice of any such claim;

(b) the Customer provides reasonable co-operation to the Supplier in the defense and settlement of such claim, at the Supplier's expense; and

(c) the Supplier is given sole authority to defend or settle the claim.

11.3 In the defense or settlement of any claim, the Supplier may procure the right for the Customer to continue using the Services, replace or modify the Services so that they become non-infringing or, if such remedies are not reasonably available, terminate this agreement on 2 Business Days' notice to the Customer without any additional liability or obligation to pay liquidated damages or other additional costs to the Customer.

11.4 In no event shall the Supplier, its employees, agents and sub-contractors be liable to the Customer to the extent that the alleged infringement is based on:

(a) a modification of the Services or Documentation by anyone other than the Supplier; or

(b) the Customer's use of the Services or Documentation in a manner contrary to the instructions given to the Customer by the Supplier; or

(c) the Customer's use of the Services or Documentation after notice of the alleged or actual infringement from the Supplier or any appropriate authority.

11.5 The foregoing states the Customer's sole and exclusive rights and remedies, and the Supplier's (including the Supplier's employees', agents' and sub-contractors') entire obligations and liability, for infringement of any patent, copyright, trade mark, database right or right of confidentiality.

12. LIMITATION OF LIABILITY

12.1 Subject to the provisions of clause 11 this clause 12 sets out the entire financial liability of the Supplier (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the Customer in respect of:

(a) any breach of this agreement;

(b) any use made by the Customer of the Services and Documentation or any part of them; and

(c) any representation, statement or tortious act or omission (including negligence) arising under or in connection with this agreement.

12.2 Except as expressly and specifically provided in this agreement:

(a) the Customer assumes sole responsibility for results obtained from the use of the Services and the Documentation by the Customer, and for conclusions drawn from such use. The Supplier shall have no liability for any damage caused by errors or omissions in any information, instructions or scripts provided to the Supplier by the Customer in connection with the Services, or any actions taken by the Supplier at the Customer's direction;

(b) all warranties, representations, conditions and all other terms of any kind whatsoever implied by statute or common law are, to the fullest extent permitted by applicable law, excluded from this agreement; and

(c) the Services and the Documentation are provided to the Customer on an "as is" basis.

12.3 Nothing in this agreement excludes the liability of the Supplier:

(a) for death or personal injury caused by the Supplier's negligence; or

(b) for fraud or fraudulent misrepresentation.

12.4 Subject to clause 12.2 and clause 12.3:

(a) the Supplier shall not be liable whether in tort (including for negligence or breach of statutory duty), contract, restitution or otherwise for any loss of profits, loss of business, depletion of goodwill and/or similar losses or loss or corruption of data or information, or pure economic loss, or for any special, indirect or consequential loss, costs, damages, charges or expenses however arising under this agreement; and

(b) the Supplier's total aggregate liability in contract, tort (including negligence or breach of statutory duty), restitution or otherwise, arising in connection with the performance or contemplated performance of this agreement shall be limited to the total Subscription Fees paid for the User Subscriptions during the 12 months immediately preceding the date on which the claim arose.

13. TERM AND TERMINATION

13.1 This agreement shall, unless otherwise terminated as provided in this clause 13, commence on the Effective Date and shall continue for the Initial Subscription Term and, thereafter, this agreement shall be automatically renewed for successive periods of 12 months (each a Renewal Period), unless:

(a) either party notifies the other party of termination, in writing, at least 60 days before the end of the Initial Subscription Term or any Renewal Period, in which case this agreement shall terminate upon the expiry of the applicable Initial Subscription Term or Renewal Period; or

(b) otherwise terminated in accordance with the provisions of this agreement;

and the Initial Subscription Term together with any subsequent Renewal Periods shall constitute the Subscription Term.

13.2 Without prejudice to any other rights or remedies to which the parties may be entitled, either party may terminate this agreement without liability to the other if:

(a) the other party commits a material breach of any of the terms of this agreement and (if such a breach is remediable) fails to remedy that breach within 30 days of that party being notified in writing of the breach; or

(b) an order is made or a resolution is passed for the winding up of the other party, or circumstances arise which entitle a court of competent jurisdiction to make a winding-up order in relation to the other party; or

(c) an order is made for the appointment of an administrator to manage the affairs, business and property of the other party, or documents are filed with a court of competent jurisdiction for the appointment of an administrator of the other party, or notice of intention to appoint an administrator is given by the other party or its directors; or

(d) a receiver is appointed of any of the other party's assets or undertaking, or if circumstances arise which entitle a court of competent jurisdiction or a creditor to appoint a receiver or manager of the other party, or if any other person takes possession of or sells the other party's assets; or

(e) the other party makes any arrangement or composition with its creditors, or makes an application to a court of competent jurisdiction for the protection of its creditors in any way; or

(f) the other party ceases, or threatens to cease, to trade; or

(g) there is a change of control of the other party; or

(h) the other party takes or suffers any similar or analogous action in any jurisdiction in consequence of debt.

(i) the supplier and Customer mutually agree to terminate the agreement for any reason.

13.3 On termination of this agreement for any reason:

(a) all licenses granted under this agreement shall immediately terminate;

(b) each party shall return and make no further use of any equipment, property, Documentation and other items (and all copies of them) belonging to the other party;

(c) the Supplier may destroy or otherwise dispose of any of the Customer Data in its possession unless the Supplier receives, no later than ten days after the effective date of the termination of this agreement, a written request for the delivery to the Customer of the then most recent back-up of the Customer Data. The Supplier shall use reasonable commercial endeavors to deliver the back-up to the Customer within 30 days of its receipt of such a written request, provided that the

Customer has, at that time, paid all fees and charges outstanding at and resulting from termination (whether or not due at the date of termination). The Customer shall pay all reasonable expenses incurred by the Supplier in returning or disposing of Customer Data; and

(d) the accrued rights of the parties as at termination, or the continuation after termination of any provision expressly stated to survive or implicitly surviving termination shall not be affected or prejudiced.

14. FORCE MAJEURE

The Supplier shall have no liability to the Customer under this agreement if it is prevented from or delayed in performing its obligations under this agreement, or from carrying on its business, by acts, events, omissions or accidents beyond its reasonable control, including, without limitation, strikes, lock-outs or other industrial disputes (whether involving the workforce of the Supplier or any other party), failure of a utility service or transport or telecommunications network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or sub-contractors, provided that the Customer is notified of such an event and its expected duration.

15. WAIVER

15.1 A waiver of any right under this agreement is only effective if it is in writing and it applies only to the party to whom the waiver is addressed and to the circumstances for which it is given.

15.2 Unless specifically provided otherwise, rights arising under this agreement are cumulative and do not exclude rights provided by law.

16. SEVERANCE

16.1 If any provision (or part of a provision) of this agreement is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions shall remain in force.

16.2 If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, the provision shall apply with whatever modification is necessary to give effect to the commercial intention of the parties.

17. ENTIRE AGREEMENT

17.1 This agreement, and any documents referred to in it, constitute the whole agreement between the parties and supersede any previous arrangement, understanding or agreement between them relating to the subject matter they cover.

17.2 Each of the parties acknowledges and agrees that in entering into this agreement it does not rely on any undertaking, promise, assurance, statement, representation, warranty or understanding (whether in writing or not) of any person (whether party to this agreement or not) relating to the subject matter of this agreement, other than as expressly set out in this agreement.

18. **ASSIGNMENT**

18.1 The Customer shall not, without the prior written consent of the Supplier, assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this agreement.

18.2 The Supplier may at any time assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this agreement.

19. **NO PARTNERSHIP OR AGENCY**

Nothing in this agreement is intended to or shall operate to create a partnership between the parties, or authorize either party to act as agent for the other, and neither party shall have the authority to act in the name or on behalf of or otherwise to bind the other in any way (including, but not limited to, the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).

20. **THIRD PARTY RIGHTS**

This agreement does not confer any rights on any person or party (other than the parties to this agreement and, where applicable, their successors and permitted assigns).

21. **NOTICES**

21.1 Any notice required to be given under this agreement shall be in writing and shall be delivered by hand or sent by pre-paid first-class post or recorded delivery post to the other party at its address set out in this agreement, or such other address as may have been notified by that party for such purposes, or sent by fax to the other party's fax number as set out in this agreement.

21.2 A notice delivered by hand shall be deemed to have been received when delivered (or if delivery is not in business hours, at 9 am on the first business day following delivery). A correctly addressed notice sent by pre-paid first-class post or recorded delivery post shall be deemed to have been received at the time at which it would have been delivered in the normal course of post. A notice sent by fax shall be deemed to have been received at the time of transmission (as shown by the timed printout obtained by the sender).

22. **GOVERNING LAW AND JURISDICTION**

22.1 This agreement and any disputes or claims arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) are governed by, and construed in accordance with the laws of the State of Arizona.

22.2 This agreement, including its payment obligation, is performable in Yuma County, Arizona and venue for all actions in connection with this Agreement shall lie exclusively in Yuma County, Arizona

This agreement has been entered into on the date stated at the beginning of it.

CITY OF SAN LUIS

PER: _____

NAME:

TITLE:

DESTINY SOFTWARE INC.

PER: _____

NAME: DEAN DICKINSON

TITLE: VICE PRESIDENT

APPROVED AS TO FORM:

Kay Marion Macuil

KAY MARION MACUIL

CITY ATTORNEY

Schedule 1 - Subscription Fees

Software Application and Platform – AgendaQuick SaaS

1. **SUBSCRIPTION FEES – UNLIMITED MEETING TYPES/UNLIMITED USERS**

   The Subscription Fees for 2016 – 2017 shall amount to a total of $6,200. Subscription Fees for 2017 – 2018 shall amount to a total of $6,200. Subscription Fees for 2018 – 2019 shall amount to a total of $6,800. Subscription Fees for 2019 – 2020 shall amount to a total of $6,800. Subsequent years will be adjusted based on the average usage of the previous 2 years, estimated number of Users, data storage and number of Meeting Types.

2. **SETUP, IMPLEMENTATION &TRAINING**

   Setup, Implementation &Training fees have been paid under prior contract dated 3-30-15. Optional Onsite User training for two days is $2,500 plus $1,100 for each additional day in succession. Additional Online Administration or User training is $100 per session.

3. **DISK STORAGE ALLOCATION**

   The amount of disk storage allocated to Customer during the term of this agreement is 10GB.

   (Customer disk storage is estimated to be less than 1GB annually)

4. **EXCESS STORAGE FEES**

   DISK STORAGE IN EXCESS OF 10GB WILL BE SUBJECT TO SUPPLIER'S EXCESS STORAGE FEES (CURRENT AS AT THE EFFECTIVE DATE) AS SET OUT BELOW:

1MB TO 200MB	-	$10/MONTH
201MB TO 500MB	-	$20/MONTH
501MB TO 1GB	-	$50/MONTH
EACH ADD'L 500MB	-	$10/MONTH

Schedule 2 – Subscription Term

Software Application and Platform – AgendaQuick SaaS

1. Initial Subscription Term: July 1, 2016 thru June 30, 2020 with automatic annual renewals unless terminated by either party per agreement terms.

AGENDA ITEM REVIEW FORM

Regular City Council Meeting **6. D.**

Meeting Date: 04/27/2016

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

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

Action Requested: Motion
Public Hearing
Resolution

ITEM:

Public hearing followed by discussion and possible action on any and all matters regarding Resolution No. 1142. A resolution of the Mayor and Council of the City of San Luis, Arizona approving and adopting the Arizona Department of Transportation Federal Transit Assistance Disadvantaged Business Enterprises Program Plan. **(Kay Marion Macuil, City Attorney)**

A. Open public hearing
B. Close public hearing
C. Action on Resolution No. 1142

SUMMARY:

In the prior City Council meeting, the City Council approved the application for a grant to obtain vehicles for the City's Senior Citizens Center programs. The grant funds originate with the U.S. Department of Transportation and are distributed through the Arizona Department of Transportation (ADOT). ADOT is also in charge of making sure grant recipients comply with federal requirements. Part of the federal requirements is that recipients take affirmative steps to ensure that socially and economically disadvantaged business enterprises participate in the performance of contracts and subcontracts entered into with the grant funds. With this resolution, City Council approves and adopts the Arizona Department of Transportation Federal Transit Assistance Disadvantaged Business Enterprises Program Plan, also known as ADOT FTA DBE Program Plan. By approving and adopting ADOT's DBE Program Plan, the City has policy guidance for spending the grant funds to comply with federal requirements under DBE.

RECOMMENDATION / SUGGESTED MOTION:

A. I MOVE TO OPEN PUBLIC HEARING.
B. I MOVE TO CLOSE PUBLIC HEARING.
C. I MOVE TO APPROVE AND ADOPT RESOLUTION NO. 1142.

Supporting information not attached to the Agenda Item Review Form:

Supporting documents are attached.

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

There is no fiscal impact associated with this item.

Attachments

Resolution No. 1142 DBE
Exhibit A DBE Plan

OFFICE OF THE
MAYOR
CITY OF SAN LUIS

Resolution

NO. 1142

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SAN LUIS, ARIZONA APPROVING AND ADOPTING THE ARIZONA DEPARTMENT OF TRANSPORTATION FEDERAL TRANSIT ASSISTANCE DISADVANTAGED BUSINESS ENTERPRISES PROGRAM PLAN

WHEREAS, Arizona Department of Transportation (ADOT) has established a Disadvantaged Business Enterprise (DBE) program in accordance with regulations of the U.S. Department of Transportation, 49 CFR Part 26; and

WHEREAS, ADOT has received Federal financial assistance from the U.S. Department of Transportation; and

WHEREAS, as a condition of receipt of funding, ADOT has signed an assurance that it will comply with 49 CFR Part 6; and

WHEREAS, the City of San Luis is applying for a grant from said funding through ADOT called the Coordinated Mobility Program, Federal Transit Assistance (FTA) Grant Section 5310 in order to purchase vehicles to transport the elderly and disabled of all ages through the City's Senior Citizens Center programs; and

WHEREAS, it is the policy of the City of San Luis to ensure that Disadvantaged Business Enterprises as defined in 49 CFR Part 26 have an equal opportunity to receive and participate in U.S. Department of Transportation assisted contracts.

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

Section 1: In connection with the ADOT Coordinated Mobility Program – FTA Grant Section 5310 for the Senior Center vehicles, the City of San Luis hereby approves and adopts the Arizona Department of Transportation Federal Transit Assistance Disadvantaged Business Enterprises Program Plan also known as the ADOT FTA DBE Program Plan in substantially the form and substance attached hereto Exhibit A and incorporated herein by reference.

Section 2: The appropriate staff are hereby authorized and directed to cause the implementation of the ADOT FTA DBE Program Plan and to take all steps necessary to carry out the purpose and intent of this Resolution.

PASSED AND ADOPTED by the Mayor and City Council of the City of San Luis, Arizona, on this_____ day of _____, 2016.

_____
Gerardo Sanchez, Mayor

ATTEST:

_____
Sonia Cornelio, City Clerk

APPROVED AS TO FORM:

Kay Marion Macuil
Kay Marion Macuil, City Attorney

FTA DBE Program Plan

ARIZONA DEPARTMENT OF TRANSPORTATION

Updated: February 2012

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POLICY STATEMENT

Objectives/Policy Statement

The Arizona Department of Transportation (ADOT) has established a Disadvantaged Business Enterprise (DBE) program in accordance with regulations of the U.S. Department of Transportation (DOT), 49 CFR Part 26. ADOT has received Federal financial assistance from the Department of Transportation, and as a condition of receipt of funding, ADOT has signed an assurance that it will comply with 49 CFR Part 26.

It is ADOT's policy to ensure that DBEs as defined in 49 CFR Part 26 have an equal opportunity to receive and participate in DOT-assisted contracts. ADOT's objectives are as follows:

- To ensure nondiscrimination in the award and administration of DOT-assisted contracts in the Department's construction, procurement, and professional services contracts in the areas of highway, transit, and airport financial assistance;
- To ensure nondiscrimination in the award and administration of USDOT-assisted contracts;
- To create a level playing field on which DBEs can compete fairly for USDOT assisted contracts;
- To ensure that the DBE program is narrowly tailored in accordance with applicable law;
- To ensure that only firms that fully meet 49 CFR Part 26 eligibility standards are counted as DBEs;
- To help remove barriers to the participation of DBEs in USDOT-assisted contracts; and
- To assist in the development of firms that can compete successfully in the market place outside the DBE program.

The ADOT Civil Rights Administrator has been designated as the DBE Liaison Officer. In that capacity, she is responsible for implementing all aspects of the DBE program. Implementation of the DBE program is accorded the same priority as compliance with all other legal obligations incurred by ADOT in its financial assistance agreements with the U.S. Department of Transportation.

ADOT has disseminated this policy statement to the Arizona State Transportation Board, all affected divisions, and all Arizona sub-recipients. This policy statement is made available to DBE and non-DBE companies that perform on DOT-assisted contracts. Distribution channels include trade associations, online publications, and electronic notification via stakeholder distribution lists and the Arizona Unified Certification Program directory.

John S. Halikowski, Director

Arizona Department of Transportation

February 28, 2012

GENERAL REQUIREMENTS

Applicability

As a recipient of funds from the Federal Transit Administration (FTA) ADOT has established its DBE program in accordance with 49 CFR Part 26 and has committed to ensuring compliance on all FTA funded transportation projects through monitoring, reporting, and goal-setting. Where DBE goal setting is not necessary or practicable, ADOT will encourage race-neutral DBE participation. Further, ADOT distributes federal transportation funds to local public agencies throughout the state of Arizona. As a condition of receipt of funding, these sub-recipients must adopt the ADOT DBE Program Plan.

Federal transit funds are authorized by Titles I, III, V, and VI of ISTEA, Pub. L. 102-240 or by Federal transit laws in Title 49, U.S. Code, or Titles I, II, and V of the Teas-21, Pub. L. 105-178.

Definitions

Disadvantaged Business Enterprise or DBE means a for-profit small business concern --

- That is at least 51 percent owned by one or more individuals who are both socially and economically disadvantaged or, in the case of a corporation, in which 51 percent of the stock is owned by one or more such individuals; and
- Whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.

ADOT has adopted and uses the definitions related to the DBE program found in 49 CFR Part 26.5.

Non-Discrimination Requirements

ADOT will not exclude any person from participation in, deny any person the benefits of, or otherwise discriminate against anyone in connection with the award and performance of any contract covered by 49 CFR Part 26 on the basis of race, color, sex, national origin, age, or disability.

In administering its DBE program, ADOT will not, directly or through contractual or other arrangements, use criteria or methods of administration that have the effect of defeating or substantially impairing accomplishment of the objectives of the DBE program with respect to individuals of a particular race, color, sex, national origin, age, or disability.

Record Keeping Requirements

Reporting to DOT

ADOT will report DBE participation on the Uniform Report of DBE Awards or Commitments and Payments to the FTA as follows:

- DBE activity from October First through March 31st will be submitted by June 1st
- DBE activity from April First through September 31st will be submitted by December 1st
- The second report will be an accumulation of the entire Fiscal Year

ADOT will include sub-recipient activity in its semi-annual reports based on project data provided through the Local Public Agency DBE Reporting System.

Semi-annual report data includes:

- Awards;
- Commitments;
- Payments to prime contractors and consultants;
- Payments to DBE subcontractors and sub-consultants;
- Payments to non-DBE subcontractors and sub-consultants; and
- Payments to lower-tier DBE and non-DBE subcontractors and sub-consultants.

Bidders Lists:

ADOT, and ADOT sub-recipients, will collect bidders list information, consisting of data regarding DBE and non-DBE firms that bid or quote on DOT-assisted contracts. Bidders list information will be used in support of annual goal-setting calculations but will not be used exclusively to substantiate availability or the "ready, willing, and able" status of affected Arizona DBEs. Data gathered will include the name, address, DBE or non-DBE status, age, and annual gross receipts of firms.

ADOT will collect this information via completed Bidders List Forms and Civil Rights Vendor Registration. Bidders List Forms shall be received by the ADOT Civil Rights Office at the time of bid opening or cost proposal submission. Bidders List Forms shall be submitted by all bidders. Bidders List Forms will contain name, address, and DBE or non-DBE status. Instructions for completing Bidders List Forms are contained in the ADOT DBE Specification, EPRISE. Age and annual gross receipts data will be collected via the Civil Rights Vendor Registration system.

Civil Rights Vendor Registration can be accessed via www.adot.dbesystem.com/vendorstart.asp. All contractors, consultants, subcontractors, and sub-consultants, DBE and non-DBE, are required to complete the Civil Rights Vendor Registration for all ADOT-administered and sub-recipient federal aid projects.

Federal Financial Assistance Agreement

ADOT has signed the following assurances, applicable to all DOT-assisted contracts and their administration:

Assurance: 26.13(a)

ADOT shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT assisted contract or in the administration of its DBE Program or the requirements of 49 CFR Part 26. The recipient shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of DOT assisted contracts. ADOT's DBE Program, as required by 49 CFR part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the [Recipient] of its failure to carry out its approved program, the Department may impose sanction as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

This language will appear in all financial assistance agreements with sub-recipients.

Assurance: 26.13(b)

ADOT will ensure that the following clause is placed in every DOT-assisted contract and subcontract:

The contractor, sub-recipient, or subcontractor shall not discriminate on the basis of race, color, sex or national origin in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the state deems appropriate. The contractor, sub-recipient, or subcontractor shall ensure that all subcontract agreements contain this non-discrimination assurance.

ADMINISTRATIVE REQUIREMENTS

DBE Program Updates

ADOT receives funding from the FTA in excess of $250,000 each federal fiscal year for planning capital, and or operating assistance. As a condition of receipt of funding, ADOT will continue to carry out the requirements defined in this Program Plan until all funds from DOT financial assistance have been expended. Further, ADOT will provide updates to the DOT regarding any significant changes in the program.

DBE Liaison Officer (DBELO)

ADOT has designated its Civil Rights Administrator as its DBE Liaison Officer.

Civil Rights Administrator

1135 N. 22nd Avenue, Mail Drop 154

Phoenix, AZ 85009

(602) 712-7761

mboyles@azdot.gov

In that capacity, the DBELO is responsible for implementing all aspects of the DBE program and ensuring that ADOT complies with all provision of 49 CFR Part 26. The DBELO has direct, independent access to the ADOT Director concerning DBE program matters. An organization chart displaying the DBELO's position in the organization is found in Attachment A to this program.

The DBELO is responsible for developing, implementing and monitoring the DBE program, in coordination with other appropriate officials. The DBELO has professional and technical staff to assist in the administration of the program. The duties and responsibilities include the following:

DBE Liaison Officer

- Advises the ADOT Director regarding DBE matters and achievement
- Supervises and coordinates activities of DBE/compliance program managers and technicians
- Participates on ADOT DBE Task Forces

- Serves as mediator when appropriate for issues that require escalation
- Works with all departments to set overall annual goals

Contractor Compliance Program Manager & Support Technician(s)

- Gathers and reports statistical data and other information as required by DOT
- Reviews third party contracts and purchase requisitions for compliance with DBE program
- Ensures that bid notices and requests for proposals are available to DBEs in a timely manner
- Identifies contracts and procurements so that DBE goals are included in solicitations via race-neutral and race-conscious methods
- Monitors project specific goal/commitment attainment and identifies ways to improve progress
- Analyzes ADOT's progress toward overall goal attainment and identifies ways to improve progress
- Participates in pre-bid meetings
- Develops comprehensive training programs to address the compliance education needs of internal and external ADOT customers, major program areas, and sub-recipients

DBE Supportive Services Program Manager & Support Technician(s)

- Provides DBE with information and assistance in preparing bids, obtaining bonding and insurance
- Plans and participates in DBE training activities
- Provides outreach to DBEs and community organizations to advise them of contracting opportunities
- Addresses overconcentration of DBEs in specific trades
- Addresses underrepresentation of specific gender/ethnicities to ensure that pool of certified DBEs accurately reflects the demographics of the state
- Coordinates dissemination of bid notices, plans, and requests for proposals to DBEs
- Researches and maintains information regarding financial institutions owned by socially and economically disadvantaged individuals and disseminates information to affected parties

DBE Certification Program Manager & Support Technician(s)

- Certifies DBEs according to the criteria set by DOT and acts as liaison to the Uniform Certification Program in Arizona
- Maintains the ADOT's updated directory of certified DBEs.
- Serves as the ADOT representative as a lead agency in the Arizona UCP
- Manages the content of the Arizona UCP website
- Conducts certification training, workshops, and presentations

The State Engineer's office, including all Deputy State Engineers, Project Managers, Program Area Managers, and District Engineers are responsible for ensuring compliance with DBE contract

requirements on Federal aid construction projects. This includes sub-recipient DBE compliance via ADOT Statewide Project Management.

The Contracts and Specifications Manager is responsible for assisting in the development of DBE construction specifications, ensuring that all federal aid projects are submitted to ADOT Civil Rights for DBE goal assessment, and ensuring that the appropriate DBE specifications are included in all construction contracts.

The Engineering Consultant Services Director is responsible for implementing DBE contract requirements for engineering and design-related consulting contracts, compliance with DBE provisions, and data collection related to DBE participation. This individual is also responsible for enforcing sub-recipient DBE compliance for design projects.

The ADOT Chief Procurement Officer is responsible for ensuring that appropriate DBE contract language is included in all federal aid procurement contracts, compliance with DBE provisions, and data collection related to DBE participation.

The Aeronautics Division Director is responsible for the Grand Canyon National Park Airport and ensures that appropriate contract language and DBE requirements are included in airport construction, professional services, procurement, and concessionaire contracts. This individual is also responsible for enforcing ADOT DBE program plan compliance for sub-recipients of FAA funds (i.e. they have adopted the ADOT DBE program plan and are in compliance or have separate USDOT approved DBE program plan).

The Multi-modal Planning Division Director is responsible for ensuring DBE compliance on all federal aid transportation projects related to long range transportation planning, public transportation, Elderly and Persons with Disabilities Transportation, and Rural Public Transportation Programs (Section 5310 and 5311 grant programs, respectively). This individual is also responsible for enforcing transit sub-recipient DBE compliance.

An Assistant Attorney General from the Transportation Division of the Attorney General's Office has been assigned to the Civil Rights Office to provide counsel on the DBE program.

DBE Financial Institutions

It is ADOT's policy to investigate the full extent of services offered by financial institutions owned and controlled by socially and economically disadvantaged individuals in the community, to make reasonable efforts to use these institutions, and to encourage prime contractors on DOT-assisted contracts to make use of these institutions.

The Arizona Department of Financial Institutions is utilized to identify such institutions. To date, socially and economically disadvantaged owned and controlled financial institutions have not been identified in Arizona.

Prompt Payment Mechanisms

ADOT will include the following clause in each DOT-assisted prime contract:

> The Arizona Revised Statutes Section 28-6924 Paragraph A.2 and ADOT Specifications require that prime contractors pay their subcontractors within seven (7) days of receipt of payment by ADOT. All prime contractors and consultants are required to pay their subcontractors/consultants within seven days of receipt of payment from ADOT.

It is ADOT policy not to hold retention from prime contractors. Prime contractors are permitted, however, to hold retention from subcontractors. Prime contractors must make prompt and final payment to each subcontractor all monies, including retention, due the subcontractor within fourteen (14) days after the subcontractor has satisfactorily completed all of its work.

If prompt partial, or prompt final payment, including any retention, is not made within the established timeframes, ADOT retains two thousand dollars ($2,000) per subcontractor, per occurrence. The amount withheld is released after the issue is resolved.

Arizona UCP Directory

ADOT serves as the lead agency for the Arizona Unified Certification Program. In this role, the agency maintains the statewide directory which identifies all firms eligible to participate as DBEs. The directory lists the firm's name, address, phone number, fax number, email address, gender, ethnicity, certification source, NAICS codes, and the type of work the firm has been certified to perform as a DBE. The directory is available online at www.azdbe.org. Paper copies of the DBE directory are made available upon request by contacting the ADOT Civil Rights Office at (602) 712-7761 or via email at dbesupportiveservices@azdot.gov.

Overconcentration

ADOT has not identified that overconcentration exists in the types of work that DBEs perform. However, if ADOT finds that DBE overconcentration has occurred to such an extent as to unduly burden the opportunity of non-DBE firms to participate in the highway design or construction program, it will develop procedures to address this. The procedures will be submitted to the appropriate operating administration for review and approval prior to implementation.

ADOT Business Development Program (DBE Supportive Services)

The ADOT DBE Supportive Services Program provides outreach and educational programs regarding the benefits of DBE certification for minority and women owned businesses. The purpose of the program is to provide education, access, and visibility for the DBE community to aid in business development and eventual self-sufficiency. Training, conferences, and workshops are open to any interested party. Detailed information regarding the ADOT DBE Supportive Services program can be found at www.adotdbe.com.

Mentor-Protégé Program

ADOT has implemented a mentor-protégé program. Mentor Protégé guidelines are published at http://azdot.gov/inside_adot/CRO/DBEP.asp.

Fostering Small Business Participation (26.39)

ADOT shall actively implement its strategies to foster small business participation and recognizes this as a requirement of good faith implementation of its DBE program.

ADOT shall require all sub-recipients to adhere to the Small Business Enterprise (SBE) participation requirements in the same way as ADOT's overall DBE program requirements.

Small Business Participation Strategies

ADOT has identified the following strategies in response to the Final Rulemaking issued January 28, 2011, which modified 49 CFR Part 26 and states that all recipients must include "an element to structure contracting requirements to facilitate competition by small business concerns" in their DBE program plans.

(a) ADOT will implement an SBE verification requirement to ensure that a firm is in fact a small business concern and to minimize fraud and abuse (see "Small Business Verification Requirement" below).

(b) ADOT will take all reasonable steps to eliminate obstacles to SBE participation, including unnecessary and unjustified bundling of contract requirements that may preclude small business participation in procurements as prime contractors or subcontractors. The ADOT Civil Rights Office will work with affected program areas to ensure that technical staff members are aware of and have given consideration to eliminating obstacles to SBE participation.

(c) ADOT will pursue establishing race-neutral small business threshold contracting opportunities in accordance with Arizona Executive Order 2007-21 which states in part and restricts, where practicable, procurements of less than $50,000 to small businesses. Threshold contracting opportunities may be similar in nature to on-call, job-order-contracting, or preferred vendor lists.

(d) ADOT will modify its selection criteria where appropriate, in accordance with guidance from the Office of Small and Disadvantaged Business Utilization (OSDBU) issued July 20, 2011, to allow for no more than an additional 10% of the total evaluation criteria for geographic preference and S/DBE inclusion.

(e) ADOT will expand its DBE business development program to include small business concerns, exclusive of expending federal financial aid for direct business technical assistance for SBEs.

(f) ADOT will gather data necessary to determine SBE availability via its Civil Rights Vendor Registration System. SBE availability will be assessed using a methodology similar to that used to determine DBE availability. SBE availability will be included in solicitation documents as appropriate. ADOT does not propose to implement SBE goals at this time.

(g) ADOT will publish an online directory of available SBEs similar to the Arizona UCP directory of DBEs.

Small Business Verification Requirement

To ensure that a firm is in fact a small business concern and to minimize fraud and abuse, ADOT shall take steps to verify eligibility of a firm to participate in its program. ADOT shall not allow firms to self-certify/verify as small businesses. ADOT will expand its DBE certification program to include SBE certification.

ADOT will use the certification standards of Subpart D of Part 26 to determine the eligibility of firms to participate as SBEs in DOT-assisted contracts, exclusive of gender, ethnicity, personal net worth, and criteria specific to a "qualifying owner." Additionally, SBE certified firms must be owned by individuals and not other legal entities.

ADOT will not conduct site visits as a condition of certification. Onsite reviews will be conducted, at the discretion of the state, as circumstances warrant. ADOT will make its certification decisions based on the facts as a whole. All requirements of maintaining status as a certified firm shall apply.

Monitoring and Enforcement Mechanisms

ADOT will implement appropriate mechanisms, including sanctions, suspension, debarment, and application of legal and contractual remedies available under Federal, state, and local law, as deemed appropriate and necessary, to ensure compliance with the requirements by all program participants.

Specifically, ADOT will take the following monitoring and enforcement steps to ensure compliance with 49 CFR Part 26:

- Bring to the attention of the Department of Transportation any false, fraudulent, or dishonest conduct in connection with the program, so that DOT can take the steps (e.g., referral to the Department of Justice for criminal prosecution, referral to the DOT Inspector General, action under suspension and debarment or Program Fraud and Civil Penalties rules) provided in 26.109.
- Consider similar action under its own legal authorities, including responsibility determinations in future contracts.
- Provide a monitoring and enforcement mechanism to verify that work committed to DBEs at contract award is actually performed by the DBEs. This will be accomplished via onsite visits conducted by ADOT Civil Rights and construction field personnel written certification of compliance will be provided for each onsite visit.
- Keep a running tally of actual payments to DBE firms for work committed to them at the time of contract award.

ADOT sub-recipients agree to work collaboratively with ADOT to ensure monitoring and enforcement mechanisms take place on every federal aid project.

GOALS, GOOD FAITH EFFORT, AND COUNTING

Set-asides or Quotas

ADOT does not use quotas in any way in the administration of its DBE program.

Overall Goals

This section of the program will be updated on a triennial basis in accordance with triennial goal submissions. The next triennial FTA goal submission will be made on August 1, 2013. The current overall FTA DBE goal is 3.83%.

Methodology

The overall DBE goal of 3.83% was established using the following methodology.

Data Sources:

Three (3) work classifications have been identified for DBE goal setting and potential DBE participation by ADOT. These work classifications are:

- Transit and Ground Passenger Transportation (NAICS Code 485000)

- Other Professional Scientific and Technical Services (NAICS Code 541900)
- Bus Facility Construction (NAICS Code 236220)

Work classifications were identified by ADOT Multimodal Planning Division based on projected FTA grant funding.

DBE availability was determined utilizing the Arizona Unified Certification Program database and 2010 Census data.

Work Category	Anticipated Funding	Relative DBE Availability	Project DBE $ Value
485000 Transit and Ground Passenger Transportation	$4,155,806.48	3.77%	$156.673.90
541900 Other Professional Scientific and Technical Services	$949,993.68	3.92%	$37,239.75
236220 Bus Facility Construction	$947,489.71	4.02%	$38,089.09
Total Funding	**$6,053,289.87**	**Total DBE Opportunity**	**$232,002.74**
Projected Overall Goal		**3.83%**	

Historical Data

The chart below shows DBE participation on FTA funded projects over the previous four semi-annual reporting periods.

Reporting Period	Prime Awards	DBE Primes	Sub Awards	DBE Sub Awards	Total DBE %
10/2010 – 3/2011	$1,415,882	$279,211	$238,445	$0.00	20%
4/2010 – 9/2010	$237,861	$0.00	$0.00	$0.00	0%
10/2009 – 3/2010	$2,354,700	$809,654	$64,828	$0.00	34%
4/2009 – 9/2009	$2,749,641	$0.00	$0.00	$0.00	0%

The only DBE activity over the past four reporting periods has been a rural transit operator that has secured contracts as a prime. The overall net effect is 16% overall DBE participation for the period. DBE participation achieved is substantially higher than the relative availability for the 2011 and 2012. ADOT proposes to continue achieving DBE participation through race-neutral measures.

Transit Vehicle Manufacturers Goals

ADOT will require each transit vehicle manufacturer, as a condition of being authorized to bid or propose on FTA-assisted transit vehicle procurements, to certify that it has complied with the requirements of this section. Alternatively, ADOT may, at its discretion and with FTA approval, establish project-specific goals for DBE participation in the procurement of transit vehicles in lieu of the TVM complying with this element of the program.

Contract Goals

ADOT proposes to meet its DBE participation requirements through race-neutral efforts.

Good Faith Efforts Procedures

When ADOT establishes a contract goal, it will award the contract only to a bidder/offeror that makes good faith efforts to meet the goal. It will be determined that a bidder/offer has made good faith efforts if the bidder/offer does either of the following:

1. Documents that it has obtained enough DBE participation to meet the goal; or
2. Documents that it made adequate good faith efforts to meet the goal, even though it did not obtain enough DBE participation to do so. ADOT will not deny award to a bidder/offeror that documents adequate good faith efforts.

ADOT has adopted the examples of good faith efforts are found in Appendix A to Part 26. A full explanation of Good Faith Effort requirements is detailed in ADOT DBE Specification, EPRISE.

The ADOT Civil Rights Office is responsible for determining whether a bidder/offeror that has not met the contract goal has documented sufficient good faith efforts to be regarded as responsive. The initial review will be conducted by the Contractor Compliance Program Manager with final review and approval by the Civil Rights Administrator.

ADOT will ensure that all information is complete and accurate and adequately documents the bidder/offer's good faith efforts before a commitment to the performance of the contract by the bidder/offeror is made.

Information to be Submitted

ADOT treats bidder/offers' compliance with good faith efforts' requirements as a matter of responsiveness.

Each solicitation for which a contract goal has been established will require the bidders/offerors to submit the following information:

- The names and contact information of DBE firms that will participate in the contract;
- A description of the work that each DBE will perform;
- The dollar amount of the participation of each DBE firm participating;
- Written and signed documentation of commitment to use a DBE subcontractor whose participation it submits to meet a contract goal;
- Written and signed confirmation from the DBE that it is participating in the contract as provided in the prime contractors commitment and
- If the contract goal is not met, evidence of good faith efforts.

Administrative Reconsideration

The bidder/offeror may appeal the determination of the Civil Rights Office to the State Engineer. That appeal must be in writing and personally delivered or sent by certified mail, return receipt requested, to the State Engineer. The protest must be received by the State Engineer no later than seven calendar days after the decision of the Civil Rights Office. Copies of the protest shall be sent by the protestant to every bidder, at the same time the protest is submitted to the State Engineer. Any other interested party may submit a response to the appeal no later than seven calendar days after the appeal is requested. Responses from other interested parties must also be in writing and personally delivered or sent by certified mail, return receipt requested, to the State Engineer. Any interested party submitting

such response shall also provide a copy of its response to every bidder, at the same time the protest is submitted to the State Engineer. The State Engineer shall promptly consider any appeals under this subsection and notify all bidders of the State Engineer's findings and decision.

Any interested party may protest the State Engineer's decision to the State Transportation Board, pursuant to the requirements of Subsection 103.10 of the ADOT Standard Specifications.

Good Faith Efforts when a DBE is replaced on a contract

ADOT will require a contractor to make good faith efforts to replace a DBE that is terminated or has otherwise failed to complete its work on a contract with another certified DBE, to the extent needed to meet the contract goal. ADOT will require the prime contractor to notify the ADOT Civil Rights Contractor Compliance Program Manager immediately of the DBE's inability or unwillingness to perform and provide reasonable documentation.

In this situation, ADOT will require the prime contractor to obtain prior approval of the substitute DBE and to provide copies of new or amended subcontracts, or documentation of good faith efforts.

ADOT will require that a prime contractor not terminate a DBE subcontractor listed in response to the "Goals" and "Good Faith Efforts" sections listed above (or an approved substitute DBE firm) without ADOT's prior written consent. This includes, but is not limited to, instances in which a prime contractor seeks to perform work originally designated for a DBE subcontractor with its own forces or those of an affiliate, a non-DBE firm, or with another DBE firm.

ADOT may provide such written consent only if it agrees, for reasons stated in its concurrence document, that the prime contractor has good cause to terminate the DBE firm. For the purposes of this section, good cause includes the following circumstances:

1. The listed DBE subcontractor fails or refuses to execute a written contract;
2. The listed DBE subcontractor fails or refuses to perform the work of its subcontract in a way consistent with normal industry standards. Provided, however, that good cause does not exist if the failure or refusal of the DBE subcontractor to perform its work on the subcontract results from the bad faith or discriminatory action of the prime contractor;
3. The listed DBE subcontractor fails or refuses to meet the prime contractor's reasonable, nondiscriminatory bond requirements;
4. The listed DBE subcontractor becomes bankrupt, insolvent, or exhibits credit unworthiness;
5. The listed DBE subcontractor is ineligible to work on public works projects because of suspension and debarment proceedings pursuant 2 CFR Parts 180, 215 and 1,200 or applicable state law;
6. ADOT has determined that the listed DBE subcontractor is not a responsible contractor;
7. The listed DBE subcontractor voluntarily withdraws from the project and provides to ADOT written notice of its withdrawal;
8. The listed DBE is ineligible to receive DBE credit for the type of work required;
9. A DBE owner dies or becomes disabled with the result that the listed DBE contractor is unable to complete its work on the contract;
10. Other documented good cause that ADOT determines compels the termination of the DBE subcontractor. Provided, that good cause does not exist if the prime contractor seeks to

terminate a DBE it relied upon to obtain the contract so that the prime contractor can self-perform the work for which the DBE contractor was engaged or so that the prime contractor can substitute another DBE or non-DBE contractor after contract award.

Before transmitting to ADOT its request to terminate and/or substitute a DBE subcontractor, the prime contractor must give notice in writing to the DBE subcontractor, with a copy to ADOT, of its intent to request to terminate and/or substitute, and the reason for the request.

The prime contractor must give the DBE five days to respond to the prime contractor's notice and advise ADOT and the contractor of the reasons, if any, why it objects to the proposed termination of its subcontract and why ADOT should not approve the prime contractor's action. If required in a particular case as a matter of public necessity (e.g., safety), ADOT may provide a response period shorter than five days.

In addition to post-award terminations, the provisions of this section apply to pre-award deletions of or substitutions for DBE firms put forward by offerors in negotiated procurements.

ADOT will include administrative remedies in each prime contract which it will invoke if the prime contractor fails to comply with the requirements of this section.

The requirements of this section will also be applied to DBE bidders/offerors for prime contracts. In determining whether a DBE bidder/offeror for a prime contract has met a contract goal, ADOT will count the work the DBE has committed to performing with its own forces as well as the work that it has committed to be performed by DBE subcontractors and DBE suppliers.

If the Contractor Compliance Program Manager determines that the contractor has failed to make sufficient reasonable efforts to meet contract DBE goals, or to otherwise carry out these DBE special provisions, such failure shall constitute a breach of contract and may result in termination of the contract, or any other such remedy as the Engineer deems appropriate. The contractor may appeal the decision of the Civil Rights office with the State Engineer in accordance with the administrative reconsideration process mentioned previously.

If Civil Rights determines that such failure is not cause to terminate the contract, an amount equal to the value of the DBE goal that was not obtained will be deducted from the payment due the contractor. However, if the failure is the first by the contractor, and Civil Rights determines the failure was an unintentional error or oversight, the amount to be deducted may be reduced to one-half (1/2) of the value of the un-obtained DBE goal. In addition to any other sanctions, willful failure of the contractor or a DBE to comply with this contract or with the Federal DBE regulations may result in disqualification from further contracting, subcontracting, or other participation in ADOT projects.

Counting DBE Participation

ADOT will count DBE participation toward overall and contract goals as provided in 49 CFR 26.55.

Specifically;

Only the value of the work actually performed by the DBE can be credited toward DBE participation. Credit towards DBE goal attainment is given only after the DBE has been paid for the work performed. Only the category of work for which the DBE is certified will be counted toward DBE participation.

The prime contractor, consultant, or vendor bears the responsibility to determine whether the DBE possesses the proper credentials to perform the work. If a DBE cannot complete its work due to failure to obtain or maintain its credentials, the prime contractor, consultant, or vendor bears the responsibility

for immediately requesting approval to replace the DBE with another DBE via notification to the Civil Rights Office.

Arizona UCP DBE certification is not a representation of qualifications and/or abilities. The prime contractor, consultant, or vendor bears all risks in the selection of subcontractors/consultants.

A DBE may participate as a prime contractor, subcontractor, joint venture partner with either a prime contractor or a subcontractor, or as a vendor of materials or supplies. A DBE joint venture partner shall be responsible for a clearly defined portion of the work to be performed, in addition to meeting the requirements for ownership and control.

The dollar amount of work to be accomplished by DBEs, including partial amount of a lump sum or other similar item, shall be on the basis of subcontract, purchase order, hourly rate, rate per ton, etc., as agreed to between parties.

With the exception of bond premiums, all work must be attributed to specific bid items. Where work applies to several items, the DBE contracting arrangement must specify unit price and amount attributable to each bid item. DBE credit for any individual item of work performed by the DBE shall be the lesser of the amount to be paid to the DBE or the prime contractor's bid price. If the amount bid by the DBE on any item exceeds the prime contractor's bid amount, the prime contractor may not obtain credit by attributing the excess to other items.

Where more than one DBE is engaged to perform parts of an item (for example, supply and installation), the total amount payable to the DBEs will not be considered in excess of the prime contractor's bid amount for that item.

Bond premiums may be stated separately, so long as the arrangement between the prime contractor and the DBE provides for separate payment not to exceed the price charged by the bonding company.

DBE credit may be obtained only for specific work done for the project, supply of equipment specifically for physical work on the project, or supply of materials to be incorporated in the work. DBE credit will not be allowed for costs such as overhead items, capital expenditures (for example, purchase of equipment), and office items.

If a DBE performs part of an item (for example, installation of materials purchased by a Non DBE), the DBE credit shall not exceed the lesser of (1) the DBE's contract or (2) the prime contractor's bid for the item, less a reasonable deduction for the portion performed by the Non-DBE.

When a DBE performs as a partner in a joint venture, only that portion of the total dollar value of the contract which is clearly and distinctly performed by the DBE's own forces can be credited toward the DBE goal.

The contractor, consultant, or vendor may credit lower-tier subcontracts issued to DBEs by non-DBE subcontractors. Any second-tier subcontract to a DBE used to meet the goal must meet the requirements of a first-tier DBE subcontract.

All DBE and non-DBE subcontracting activity must be reported by the contractor, consultant, or vendor and counted toward participation. This includes lower-tier subcontracting regardless of whether or not the DBE is under contract with another DBE.

DBE prime contractors, consultants, and vendors must meet the DBE participation goal or demonstrate good faith efforts. This is determined by counting the work the DBE has committed to performing with its own forces, as well as the work that it has committed to be performed by DBE subcontractors and DBE suppliers.

A prime contractor, consultant, or vendor may credit the entire amount of that portion of the contract that is performed by the DBE's own forces. The cost of supplies and materials obtained by the DBE for the work of the contract can be included so long as that cost is reasonable. Leased equipment may also be included. No credit is permitted for supplies purchased or equipment leased from the prime contractor, consultant, or vendor or its affiliate(s).

When a DBE subcontracts a part of the work of its contract to another firm, the value of the subcontract may be credited towards the DBE goal only if the DBE's subcontractor is itself a DBE and performs the work with its own forces. Work that a DBE subcontracts to a non DBE firm does not count toward a DBE goal.

A prime contractor, consultant, or vendor may credit the entire amount of fees or commissions charged by a DBE firm for providing a bona fide service, such as professional, technical, consultant, or managerial services, or for providing bonds or insurance specifically required for the performance of a USDOT-assisted contract, provided the fees are reasonable and not excessive as compared with fees customarily allowed for similar services.

Police Officers:

DBE credit will not be permitted for procuring DPS officers. For projects on which officers from other agencies are supplied, DBE credit will be given only for the broker fees charged, and will not include amounts paid to the officers. The broker fees must be reasonable.

Commercially Useful Function:

As a prime contractor, consultant, or vendor, a DBE shall perform a significant portion of the contract work with its own work force in accordance with normal industry practices and Subsection 108.01 Subletting of Contract of the Standard Specifications.

A prime contractor, consultant, or vendor can credit expenditures to a DBE subcontractor toward DBE goals only if the DBE performs a commercially useful function on the contract. A DBE performs a commercially useful function when it is responsible for execution of the work of a contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved.

To perform a commercially useful function, the DBE must also be responsible, with respect to materials and supplies on the contract, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself. To determine whether a DBE is performing a commercially useful function, ADOT will evaluate the amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the contract is commensurate with the work it is actually performing and the DBE credit claimed for its performance of the work, and other relevant factors.

A DBE will not be considered to perform a commercially useful function if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of DBE participation. In determining whether a DBE is such an extra participant, ADOT will examine similar transactions, particularly those in which DBEs do not participate.

If a DBE does not perform or exercise responsibility for at least 30 percent of the total cost of its contract with its own work force, or if the DBE subcontracts a greater portion of the work of a contract than would be expected on the basis of normal industry practice for the type of work involved, ADOT will presume that the DBE is not performing a commercially useful function.

When a DBE is presumed not to be performing a commercially useful function as provided above, the DBE may present evidence to rebut this presumption. Decisions on commercially useful function matters are subject to review by FHWA, but are not administratively appealable to U.S. DOT.

Trucking

ADOT will use the following factors in determining whether a DBE trucking company is performing a commercially useful function. The DBE must be responsible for the management and supervision of the entire trucking operation for which it is responsible on a particular contract, and there cannot be a contrived arrangement for the purpose of meeting DBE goals.

The DBE must itself own and operate at least one fully licensed, insured, and operational truck used on the contract on every day that credit is to be given for trucking.

The contractor will receive credit for the total value of transportation services provided by the DBE using trucks it owns, insures and operates, and using drivers it employs.

The DBE may lease trucks from another DBE firm, including an owner operator who is certified as a DBE. The DBE who leases trucks from another DBE receives credit for the total value of the transportation services.

The DBE may also lease trucks from a non-DBE firm, including an owner-operator. The DBE who leases trucks from a non-DBE is entitled to credit for the total value of the transportation services provided by non-DBE lessees not to exceed the value of transportation services provided by DBE owned trucks on the contract. Additional participation by non-DBE lessees results in credit only for the fee or commission paid to the DBE as a result of the lease agreement.

Example: DBE Firm X uses two of its own trucks on contract. It leases two trucks from DBE Firm Y and six trucks from non-DBE firm Z. DBE credit would only be awarded for the total value of transportation services provided by Firm X and Firm Y, and may also be awarded for the total value of transportation services provided by four of the six trucks provided by Firm Z. In all, full credit would be allowed for the participation of eight trucks. With respect to the other two trucks provided by Firm Z, DBE credit could be awarded only for the fees or commissions pertaining to those trucks Firm X receives as a result of the lease with Firm Z.

Materials and Supplies

ADOT will credit expenditures with DBEs for material and supplies towards the DBE goal as follows. If the materials or supplies are obtained from a DBE manufacturer, 100 percent of the cost of the materials or supplies is credited. A manufacturer is defined as a firm that operates or maintains a factory or establishment that produces, on the premises, the materials, supplies, articles, or equipment required under the contract, and of the general character described by the specifications.

If the materials or supplies are purchased from a DBE regular dealer, 60 percent of the cost of the materials or supplies is credited. A DBE regular dealer is defined as a firm that owns, operates, or maintains a store or warehouse or other establishment in which the materials, supplies, articles, or equipment of the general character described by the specifications and required under the contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business. To be a regular dealer, the firm must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question. A firm may be a DBE regular dealer in such bulk items as petroleum products, steel, cement, stone or asphalt without

owning, operating, or maintaining a place of business, as provided above, if the person both owns and operates distribution equipment for the products. Any supplementing of regular dealers' own distribution equipment shall be by a long-term lease agreement, and not on an ad-hoc or contract-by-contract basis. Packagers, brokers, manufacturers' representatives, or other persons who arrange or expedite transactions are not regular dealers within the meaning of this paragraph and the paragraph above.

With respect to materials or supplies purchased from a DBE which is neither a manufacturer nor a regular dealer, the Department will credit the entire amount of the fees or commissions charged by the DBE for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials or supplies required on a job site, toward DBE goals, provided the fees are determined to be reasonable and not excessive as compared with fees customarily allowed for similar services. The cost of the materials and supplies themselves may not be counted toward the DBE goal.

DBE credit for supplying paving grade asphalt and other asphalt products will only be permitted for standard industry hauling costs, and only if the DBE is owner or lessee of the equipment and trucks. Leases for trucks must be long term (extending for a fixed time period and not related to time for contract performance) and must include all attendant responsibilities such as insurance, titling, hazardous waste requirements, and payment of drivers.

COMPLIANCE AND ENFORCEMENT

Information, Confidentiality, Cooperation

ADOT will safeguard from disclosure to third parties any information that may reasonably be regarded as confidential business information, consistent with Federal, state, and local law.

Notwithstanding any contrary provisions of state or local law, ADOT will not release personal financial information submitted in response to the personal net worth requirement to a third party (other than DOT) without the written consent of the submitter.

Contract Performance

Contract items of work designated by the contractor, consultant, or vendor to be awarded to DBEs shall be performed by the designated DBE or an ADOT-approved DBE substitute. DBE contract work items shall not be performed by the contractor, consultant, vendor, or a non-DBE subcontractor without prior approval by the Civil Rights Office. The DBE must perform a commercially useful function; that is, the DBE must manage, perform, and supervise a distinct element of work.

At project initiation (i.e. preconstruction meeting, kick-off meeting, etc.), contractors, consultants, or vendors shall provide to copies of completed and signed subcontracts purchase orders, invoices, etc., with the appropriate DBEs.

Within five working days of the preconstruction conference or kick-off meeting, the contractor or consultant shall also provide electronic copies of signed subcontract agreements to the Civil Rights Office through the Department's web based payment tracking system (https://adot.dbesystem.com). As part of this submittal, contractors shall be required to log into the system and enter the name, contact information, and subcontract amounts for all subcontractors and vendors performing on the project as verification that scopes of services and commitments made via DBE documentation submitted as a condition of contract award are being met.

Subcontract agreements shall include all required assurances including prompt payment and return of retention requirements specified in ADOT Standard Specification Subsection 109.06(B). Each page of each required attachment must be dated and initialed by the DBE in order for the subcontract to be considered valid. Contractors, consultants, or vendors executing agreements with subcontractors, DBE or non-DBE, that materially modify federal regulation and state statutes, or prompt payment and retention requirements, through subcontract terms and conditions will be found in breach of contract which may result in termination of the contract, or any other such remedy as ADOT deems appropriate.

Use of a DBE named on the DBE documentation submitted to the Civil Rights Office pre-award is a condition of award. Substitution will not be allowed without written evidence from the prime contractor, consultant, or vendor and DBE that the DBE is unable or unwilling to perform the work. Contractors, consultants, or vendors may not terminate a DBE subcontract for convenience, in whole or in part, except to the extent that ADOT has eliminated items of work subcontracted to the DBE. All terminations, substitutions, and reductions in scope must be approved by the Civil Rights Office.

Non-Performance by DBEs:

In the event a DBE is unable or unwilling to fulfill its agreement, the contractor, consultant, or vendor will immediately notify ADOT and provide all facts surrounding the matter. Such failure on the part of a DBE will not relieve the contractor of responsibility for meeting the DBE goal on the contract. The contractor, consultant, or vendor shall immediately make reasonable good faith efforts to obtain another certified DBE to perform an equal or greater dollar value of work to the extent needed to meet the DBE goal. The substitute DBE's name, description of work, and dollar value of work shall be submitted to the ADOT Civil Rights Office. Approval of the Civil Rights Office must be obtained prior to the substitute DBE beginning work.

In the event a prime contractor, consultant, or vendor is unable, after a substantial good faith effort, to obtain another certified DBE, the ADOT Civil Rights Office may lower the DBE goal on the project. However, the Civil Rights Office must approve this in writing prior to a Non-DBE starting the work which had been subcontracted to the DBE.

Subcontractor Payment Monitoring

ADOT will require prime contractors, consultants, and vendors to maintain records and documents of payments to DBE and non-DBE subcontractors for three years following the performance of the contract. These records will be made available for inspection upon request by any authorized representative of the ADOT Civil Rights Office. Subcontractors are required to maintain payment information for any lower tier subcontractors for the same three-year duration.

ADOT is required to collect data on DBE and non-DBE participation to report to FHWA on Federal-aid projects. Contractors, consultants, and vendors are notified that such record keeping is required by ADOT for tracking DBE participation.

Contractors, consultants, and vendors performing on federal aid transportation projects are required to provide monthly reports documenting amounts earned by and paid to all DBEs and non-DBEs. All DBE and non-DBE subcontractors working on federal aid transportation projects are required to verify receipt of payment.

Further, first tier (and lower) subcontractors are required to report amounts earned by and paid to all lower-tier DBE and non-DBE subcontractors. Lower-tier subcontractors are required to verify receipt of payment.

Contractors, consultants, and vendors shall provide the required information for the current month by the 5th of the following month. The required information shall be submitted electronically through the Department's web based payment tracking system (https://adot.dbesystem.com).

Joint Checks

Requirements

A DBE subcontractor and a material supplier (or equipment supplier) may request permission for the use of joint checks for payments from the prime contractor to the DBE subcontractor and the supplier. Joint checks may be issued only if all the conditions in this subsection are met.

1. The DBE subcontractor must be independent from the prime contractor and the supplier, and must perform a commercially useful function. The DBE subcontractor must be responsible for negotiating the price of the material, determining quality and quantity, ordering the materials, installing (where applicable), and paying for the material. The DBE subcontractor may not be utilized as an extra participant in a transaction, contract, or project in order to obtain the appearance of DBE participation.
2. The use of joint checks will be allowed only if the prime contractor, DBE subcontractor, and material supplier establish that the use of joint checks in similar transactions is a commonly recognized business practice in the industry, particularly with respect to similar transactions in which DBE's do not participate.
3. A material or supply contract may not bear an excessive ratio relative to the DBE subcontractor's normal capacity.
4. There may not be any exclusive arrangement between one prime and one DBE in the use of joint checks that may bring into question whether the DBE is independent of the prime contractor.
5. Any arrangement for joint checks must be in writing, and for a specific term (for example, one year, or a specified number of months) that does not exceed a reasonable time to establish a suitable credit line with the supplier.
6. The prime contractor may act solely as the payer of the joint check, and may not have responsibility for establishing the terms of the agreement between the DBE subcontractor and the supplier.
7. The DBE must be responsible for receiving the check from the prime contractor and delivering the check to the supplier.
8. The prime contractor cannot require the DBE subcontractor to use a specific supplier, and the prime contractor may not participate in the negotiation of unit prices between the DBE subcontractor and the supplier.

Procedure and Compliance

The ADOT Civil Rights Office must approve the agreement for the use of joint checks in writing.

1. After obtaining authorization for the use of joint checks, the prime contractor, the DBE, and the supplier must retain documentation to allow for efficient monitoring of the agreement.
2. Copies of canceled checks must be submitted with the payment information for the period in which the joint check was issued. Certificates of payment must indicate whether or not joint checks were used.
3. The prime contractor, DBE, and supplier each have an independent duty to report to the Department in the case of any change from the approved joint check arrangement.
4. Any failure to comply will be considered by the Department to be a material breach of this contract and will subject the prime contractor, DBE, and supplier to contract remedies and, in the case of serious violations, a potential for termination of the contract, reduction or loss of prequalification, debarment, or other remedies which may prevent future participation by the offending party.

Certification of Payment

Achievement of the DBE goal by a contractor is measured by actual payments made to the DBEs. The contractor, consultant, or vendor shall submit at the completion of the project the "Certificate of Payment" affidavit for each DBE firm working on the project. This affidavit shall be signed by the prime contractor, consultant, or vendor and the relevant DBE, and submitted to the Civil Rights Office.

Acceptance and final payment to the contractor, consultant, or vendor will not be made until all "Certificate of Payment" affidavits are received and deemed acceptable by the ADOT Civil Rights Office.

Sanctions

If ADOT determines that a contractor, consultant, or vendor has failed to make sufficient reasonable efforts to meet contract DBE goals, or to otherwise carry out these DBE special provisions, such failure shall constitute a breach of contract and may result in termination of the contract, or any other such remedy as deemed appropriate.

If it is determined that such failure is not cause to terminate the contract, an amount equal to the value of the DBE goal that was not obtained will be deducted from the payment due the contractor, consultant, or vendor. However, if the failure is the first by the contractor, consultant, or vendor and it is determined that the failure was an unintentional error or oversight, the amount to be deducted may be reduced up to one-half (1/2) of the value of the un-obtained DBE goal as determined by the Civil Rights Office. In addition to any other sanctions, willful failure of the contractor, consultant, vendor or a DBE to comply with this contract or with the Federal DBE regulations may result in disqualification from further contracting, subcontracting, or other participation in ADOT projects.

DBE CERTIFICATION

Certification Process

ADOT will use the certification standards of Subpart D of Part 26 to determine the eligibility of firms to participate as DBEs in DOT-assisted contracts. To be certified as a DBE, a firm must meet all certification eligibility standards. ADOT will inform applicants within 30 days of receipt of an application whether the

information is complete or additional documentation is required. ADOT will make its certification decisions based on the facts as a whole.

For information about the certification process or to apply for certification, firms should contact: ADOT DBE Certification Program Manager, at (602) 712-7761.

Certification application forms and documentation requirements can be found at www.azdbe.org.

CERTIFICATION PROCEDURES

Arizona Unified Certification Program

ADOT is the lead agency for the Arizona Unified Certification Program. The Arizona UCP meets all of the requirements of 49 CFR Part 26. The UCP is comprised of ADOT, the City of Phoenix, and the City of Tucson. Information regarding the Arizona UCP can be found at www.azdbe.org.

Procedures for Certification Decisions

Annual Updates / "No Change" Affidavits and Notices

Once a DBE has been certified, it shall remain certified until and unless its certification has been removed, in whole or in part, through the procedures of section 26.87. DBEs are not required to reapply for certification. However, ADOT may conduct a certification review of a certified DBE firm, including a new onsite review, three years from the date of the firm's most recent certification, or sooner if appropriate in light of changed circumstances (e.g., of the kind requiring notice under paragraph (i) of this section), a complaint, or other information concerning the firm's eligibility. If ADOT finds that the firm's eligibility is questionable, it may conduct an on-site review on an unannounced basis, at the firm's offices and jobsites. These reviews will include the following components:

- The most recent company taxes will be collected and evaluated to ensure that the company continues to meet the size standard requirement
- The most recent Personal taxes and Personal Financial Statement for the qualifying DBE (s) will be collected and evaluated to ensure the Personal Net Worth requirement continues to be met.
- Companies will be required to submit any contact information changes or structural changes that may effect eligibility requirements. In addition, certified DBE companies will be required to submit any major purchase agreements or loan agreements signed into after the initial certification review was conducted.

ADOT requires all DBEs to inform the agency within 30 days of any change in its circumstances affecting its ability to meet size, disadvantaged status, ownership or control criteria of 49 CFR Part 26 or of any material changes in the information provided with ADOT's application for certification.

On an annual basis ADOT will also require all certified DBEs to submit a "no change" affidavit meeting the requirements of 26.83(j). The test of this affidavit is the following:

> I swear (or affirm) that there have been no changes in the circumstances of [name of DBE firm] affecting its ability to meet the size, disadvantaged status, ownership, or control requirements of 49 CFR part 26. There have been no material changes in the information provided with [name of DBE]'s application for certification, except for any changes about which you have provided written notice to the [Recipient] under 26.83(j). [Name of firm] meets Small Business

Administration (SBA) criteria for being a small business concern and its average annual gross receipts (as defined by SBA rules) over the firm's previous three fiscal years do not exceed $22.41 million."

Along with the affidavit, DBEs are required to submit their last year of federal taxes documenting annual gross receipts.

ADOT will notify all currently certified DBE firms of these obligations every April 1st. The DBE will have until 6/30 of that year to submit the required documentation. This notification will inform DBEs to submit the "no change" affidavit and their owners must swear or affirm that they meet all regulatory requirements of Part 26, including personal net worth. Likewise, if a firm's owner knows or should know that he or she, or the firm, fails to meet a Part 26 eligibility requirement (e.g. personal net worth), the obligation to submit a notice of change applies.

The annual update process is completed via its online DBE application. DBEs are required to log into a user account, provide the necessary information, and certify that the information is complete and accurate. The online application is tied directly to vendor registration and may be accessed at www.azdbe.org.

Denials of Initial Requests for Certification

If ADOT denies a firm's application or de-certifies a firm, the firm may not re-apply until 12 months have passed from the action. If a firm submits and then withdraws its DBE application, the firm may do so at any time and does not have to wait 12 months.

Removal of a DBE's Eligibility

In the event that ADOT proposes to remove a DBE's certification, ADOT will follow procedures consistent with 26.87. If a certified company is determined to no longer be eligible for the DBE program, ADOT will send a propose to remove letter stating the reasons the company no longer meets the DBE requirements. The DBE can request an informal hearing or choose to submit additional information for review. If a company requests an informal hearing ADOT will take action to begin the proceeding per 26.87.

To ensure separation of functions in a de-certification, ADOT has determined that the Nevada DOT Compliance Officer will serve as the decision-maker in de-certification proceedings. We have established an administrative "firewall" to ensure the Nevada DOT Compliance Officer will not have participated in any way in the de-certification proceeding against the firm (including in the decision to initiate such a proceeding).

Interstate Certification

When ADOT receives a DBE application from a company certified in another state, ADOT may, at its discretion certify that company without further procedures. If an out of state company wants to obtain certification in this manner, the firm must provide to ADOT a copy of its certification notice from the home state. ADOT would be responsible for verifying the validity of the out of state certification.

If ADOT chooses not to accept certification based on the home state evaluation, the applicant firm must provide a complete copy of the application form, all supporting documents and any other information that needs to be submitted. Once ADOT receives all of the necessary information ADOT must request a copy of the home state onsite report within 7 days of receipt of the application.

If ADOT agrees with the home state determination, ADOT must send the applicant firm a notice that it is certified and place the firm on the AZUCP directory of DBE certified firms within 60 days from the date on which ADOT received all the requested information.

If ADOT has good reason and does not agree with the determination of the home state ADOT must send a notification to the applicant company within 60 days stating the reasons why ADOT is denying certification. This notice must state with particularity the specific reasons why ADOT believes that the firm does not meet the DBE requirements and must offer the applicant firm an opportunity to respond to ADOT with respect to the reasons.

If the applicant firm elects to request an in-person meeting with ADOT's decision maker to discuss ADOT's objections to the firm's eligibility, ADOT must schedule the meeting to take place within 30 days of receiving the firm's request. ADOT must issue a written decision within 30 days of the receipt of the written response from the applicant firm or the meeting with the decision maker, whichever is later. The firm's application for certification is stayed pending the outcome of this process. A decision may be appealed to the Departmental Office of Civil Rights.

When ADOT denies a firm's application, rejects the application of a firm certified in another state, or decertifies a firm, ADOT must make an entry in the Department of Transportation Office of Civil Rights (DOCR's) Ineligibility Determination Online Database. The following information must be submitted:

1. The name of the firm
2. The name of the firm's owner (s)
3. The type and date of this action
4. The reason for the action

ADOT must check the website at least once every month to determine whether any firm that is applying for certification by ADOT, or that ADOT has already certified, is in the database. For any such firm that is in the database, ADOT must promptly request a copy of the listed decision from the UCP that made it. If ADOT receives such a request, ADOT will provide a copy of the decision within 7 days of receiving the request. Notwithstanding any provision of Federal or state law, ADOT must not release any information that may reasonably be construed as confidential business information. This includes application for DBE certification and supporting information. However, ADOT must transmit this information to DOT in any certification appeal proceeding or to any other state to which the individual's firm has applied for certification.

Certification Appeals

Any firm or complainant may appeal ADOT's decision in a certification matter to DOT. Such appeals may be sent to:

U.S. Department of Transportation

Departmental Office of Civil Rights

External Civil Rights Programs Division (S-33)

1200 New Jersey Ave., S.E.

Washington, DC 20590

Phone: (202) 366-4754

TTY: (202) 366-9696

Fax: (202) 366-5575

ADOT will promptly implement any DOT certification appeal decisions affecting the eligibility of DBEs on DOT-assisted contracting (e.g., certify a firm if DOT has determined that our denial of its application was erroneous).

Local Public Agency & Sub-Recipient Compliance

Policy

Local public agencies (LPAs) and sub-recipients of federal aid transportation funds must adopt the ADOT DBE Program Plan

Objectives

LPAs and sub-recipients must commit to supporting the following ADOT DBE Program Objectives:

- To ensure nondiscrimination in the award and administration of DOT-assisted contracts in the Department's construction, procurement, and professional services contracts in the areas of highway, transit, and airport financial assistance;
- To ensure nondiscrimination in the award and administration of USDOT-assisted contracts;
- To create a level playing field on which DBEs can compete fairly for USDOT assisted contracts;
- To ensure that the DBE program is narrowly tailored in accordance with applicable law;
- To ensure that only firms that fully meet 49 CFR Part 26 eligibility standards are counted as DBEs;
- To help remove barriers to the participation of DBEs in USDOT-assisted contracts; and
- To assist in the development of firms that can compete successfully in the market place outside the DBE program.

Non-Discrimination

LPAs, sub-recipients, and grantees will not exclude any person from participation in, deny any person the benefits of, or otherwise discriminate against anyone in connection with the award and performance of any contract covered by 49 CFR Part 26 on the basis of race, color, sex, national origin, age, or disability.

In compliance with the ADOT DBE Program Plan, LPAs, sub-recipients, and grantees will not, directly or through contractual or other arrangements, use criteria or methods of administration that have the effect of defeating or substantially impairing accomplishment of the objectives of the DBE program with respect to individuals of a particular race, color, sex, national origin, age, or disability.

DBE Program Compliance

Each LPA, sub-recipient, and grantee must complete and have its executive officer sign the Sub-Recipient DBE Program Compliance Statement which is accessible on the sub-recipient page located at www.azdot.gov/inside_ADOT/CRO.

In accordance with the compliance statement, all LPAs, sub-recipients, and grantees agree to the following:

- Use solicitation language provided by ADOT defining DBE requirements for all construction, professional services, and procurement contracts;
- Submit DBE goal requests via https://adot.dbesystem.com/frontend/welcome.asp using the ADOT DBE Goal Request Form(s);
- Conduct post-award monitoring and reporting using the online DBE data collection and reporting system found at https://arizonalpa.dbesystem.com;
- Ensure post-award commercially useful function compliance;
- Designate a single point of contact for DBE compliance purposes;

Additionally, all LPAs, sub-recipients, and grantees agree to collect the following information for each solicitation for which a DBE contract goal has been established:

- The names and contact information of DBE firms that will participate in the contract;
- A description of the work that each DBE will perform;
- The dollar amount of the participation of each DBE firm participating;
- Written and signed documentation of commitment to use a DBE subcontractor whose participation it submits to meet a contract goal;
- Written and signed confirmation from the DBE that it is participating in the contract as provided in the prime contractors commitment and
- If the contract goal is not met, evidence of good faith efforts.

LPAs, sub-recipients, and grantees will require prime contractors, consultants, and vendors to maintain records and documents of payments to DBE and non-DBE subcontractors for three years following the performance of a federal aid transportation contract. These records will be made available for inspection upon request by any authorized representative of the ADOT Civil Rights Office.

Subcontractors are required to maintain payment information for any lower tier subcontractors for the same three-year duration.

LPAs, sub-recipients, and grantees are required to collect data on DBE and non-DBE participation to report to ADOT on Federal-aid projects. Contractors and consultants are to be notified that such record keeping is required for tracking DBE participation.

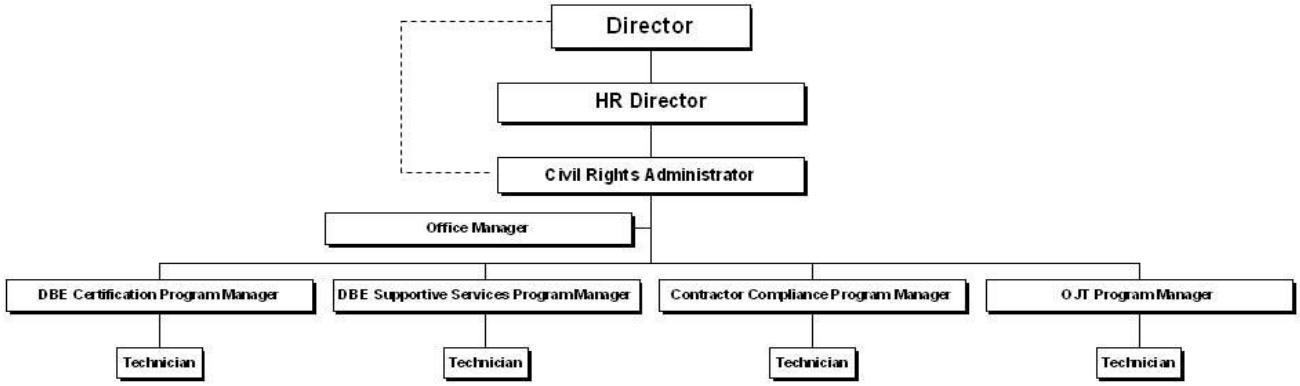
Contractors, consultants, and vendors performing on federal aid transportation projects are required to provide monthly reports documenting amounts earned by and paid to all DBEs and non-DBEs. All DBE and non-DBE subcontractors working on federal aid transportation projects are required to verify receipt of payment.

Further, first tier subcontractors are required to report amounts earned by and paid to all lower-tier DBE and non-DBE subcontractors. Lower-tier subcontractors are required to verify receipt of payment.

Contractors, consultants, and vendors shall provide the required information for the current month by the 5th of the following month. The required information shall be submitted electronically through the Department's web based payment LPA tracking system is located online at https://arizonalpa.dbesystem.com.

LPAs, sub-recipients, and grantees will submit project data in support of each semi-annual and annual submission made by the state. Sub-recipients are required to use the ADOT Local Public Agencies DBE Reporting System. This system may be accessed via www.arizonalpa.dbesystem.com. Semi-annual report data must be audited by LPAs, sub-recipients, and grantees for accuracy and completeness by May First and November First of each year. Semi-annual reports will be run by ADOT and reviewed with LPAs, sub-recipients, and grantees on an as-needed basis.

Attachment A – Civil Rights Office Organizational Chart



AGENDA ITEM REVIEW FORM

Regular City Council Meeting **6. E.**

Meeting Date: 04/27/2016

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

Submitted By: Kay Macuil, 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. 349. An ordinance of the Mayor and City Council of the City of San Luis, Arizona, enacting and adopting a supplement to the Code of Ordinances for the City of San Luis, Arizona; repealing any conflicting provisions; and providing for severability. **(Kay Marion Macuil, City Attorney)**

A. Approval of Second Reading of Ordinance No. 349 by title only
B. Approval and adoption of Ordinance No. 349

SUMMARY:

The City of San Luis formally adopted a codified version of its ordinances in October of 2012 and a City Code book was published. The first Code included Ordinances #1 through #290. In February of 2015 Ordinances #293 through #328 were codified and added to the City Code book. Now, Ordinances #329 through #341 have been codified and are ready for inclusion in the City Code book. In order to be formally included in our book for the City Code, City Council must pass an adopting ordinance.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO APPROVE SECOND READING OF ORDINANCE NO. 349 BY TITLE ONLY.
I MOVE TO APPROVE AND ADOPT ORDINANCE NO. 349.

Supporting information not attached to the Agenda Item Review Form:

Please see supporting documents attached.

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

There is no fiscal impact.

Attachments

Ordinance No. 349

OFFICE OF THE
MAYOR
CITY OF SAN LUIS

Ordinance

NO. 349

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF THE CITY OF SAN LUIS, ARIZONA, ENACTING AND ADOPTING A SUPPLEMENT TO THE CODE OF ORDINANCES FOR THE CITY OF SAN LUIS, ARIZONA; REPEALING ANY CONFLICTING PROVISIONS; AND PROVIDING FOR SEVERABILITY.

WHEREAS, pursuant to Ordinance No. 318, the City of San Luis adopted the Code of Ordinances for the City of San Luis, AZ; and

WHEREAS, American Legal Publishing Corporation of Cincinnati, Ohio, has completed the second supplement to the Code of Ordinances of the City of San Luis, which supplement contains all ordinances of a general and permanent nature enacted since the prior supplement to the Code of Ordinances; and

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

Section 1. That certain document known as "2015 S-2 Supplement of the Code of Ordinances of the City of San Luis, Arizona," three copies of which are on file in the Office of the City Clerk, of the City of San Luis, Arizona, which document was made a public record by Resolution No. 1141 of the City of San Luis, Arizona is hereby referred to, adopted and made a part hereof as if fully set out in this ordinance.

Section 2. By the adoption of this ordinance, the City Council hereby reaffirms that Ordinance Nos. 228, 343, 344, 345, 346, and 347 have been, and continue to be the law of the City of San Luis from the date of their adoption. Save and except Ordinance Nos. 228, 342, 343, 344, 345, 346, and 347 the provisions of which shall continue to govern from and after the date of the adoption of this ordinance, in the event of a conflict between the provisions of this Ordinance and any other ordinance, code resolution, regulation, or policy of the City of San Luis, the conflicting provisions are hereby repealed, superseded, and replaced.

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 decision of any court of competent jurisdiction, such shall not affect the validity of the remaining portions thereof.

PASSED AND ADOPTED by the Mayor and Council of City of San Luis, Arizona, on this _____ _____ day of _____, 2016.

_____
Gerardo Sanchez, Mayor

ATTESTED:

Sonia Cornelio, City Clerk

APPROVED AS TO FORM:

Kay Marion Macuil

Kay Marion Macuil, City Attorney

AGENDA ITEM REVIEW FORM

Regular City Council Meeting **6. F.**

Meeting Date: 04/27/2016

Department Head: John Starkey, Building Safety Director, Building & Safety

Submitted By: Jose A. Guzman, Assistant Planner, Development Services

Action Requested: Motion
Resolution

ITEM:

Discussion and possible action on any and all matters regarding Resolution No.1145. A resolution of the Mayor and Council of the City of San Luis, Arizona approving Las Quintas de San Luis II Development Agreement between the City of San Luis, Arizona and Riedel Holdings, L.L.C. **(John Starkey, Zoning Administrator)**

SUMMARY:

The Development Agreement between City of San Luis, Arizona and Riedel Holding, L.L.C., pertains to Rezoning Case No. 2016-066 Las Quintas de San Luis II.

A request by Edais Engineering, Inc., on behalf of Nieves Riedel, Riedel Holding, L.L.C., owner, to rezone 27.58 acres from Rural Area Residential (RA-10) to Medium Density Residential (R1-6) zoning district. The area to be rezoned shall include Assessor Parcel ID # 776-11-001 and Assessor Parcel ID # 776-03-003, San Luis, Arizona. The reason for this rezoning request is for the proposed subdivision known as Las Quintas de San Luis II.

The Planning and Zoning Commission recommended approval to rezone said parcels with the condition that the developer must negotiate a Development Agreement with the City of San Luis. A Development Agreement has been proposed and the Draft is attached to this report. The terms and conditions of the Agreement include the following commitments:

- Owner agrees all houses and buildings located in lots 1 thru 37, as shown in Exhibit B, shall be single story not to exceed 15 feet at the roof ridge.
- Owner agrees to provide 50% of the cost of street lighting on the off-site road commonly known as Sidewinder Road.
- Owner agrees to create a street lighting district for the subdivision of the rezoned parcels and provide 50% of the cost of street lighting on the off-site road commonly known as Sidewinder Road.
- Owner agrees to redesign and rebuild County 22nd Street between Sidewinder Road and 10th Avenue in order to address visibility and safety concerns presented by the hill and curves in the road. Owner agrees the redesign will comply with the Engineering comments of Douglas J. Nicholls, PE in his November 4, 2014 letter to the City.
- Owner agrees to provide street lighting, curb, gutter and sidewalk on the road between Las Quintas II Subdivision and 10th Avenue.

The resolution is written so that it only becomes effective upon passaged of the rezoning. Staff recommends approval of Resolution No. 1145

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO APPROVE AND ADOPT RESOLUTION NO. 1145.

Supporting information not attached to the Agenda Item Review Form:

Supporting documents are attached

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

N/A

Attachments

Resolution No. 1145

Development Agreement-Las Quintas de San Luis II

OFFICE OF THE
MAYOR
CITY OF SAN LUIS

Resolution

NO. 1145

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF SAN LUIS, ARIZONA APPROVING LAS QUINTAS DE SAN LUIS II DEVELOPMENT AGREEMENT BETWEEN THE CITY OF SAN LUIS, ARIZONA AND RIEDEL HOLDINGS, L.L.C.

WHEREAS, Nieves Riedel, Riedel Holdings, L.L.C.; Owner, desires to enter into a Development Agreement for Las Quintas de San Luis II project to be located in San Luis, Arizona; and

WHEREAS, Edais Engineering, Inc. is agent for the Owner; and

WHEREAS, A.R.S. § 9-500.05 grants power to a municipality to enter into development agreements; and

WHEREAS, the parties desire to enter into such agreement; and

WHEREAS, the applicant and the city staff agreed to all matters in the City's proposed development agreement; and

WHEREAS, A.R.S. § 9-462.01 grants power to a municipality to impose conditions upon a change of zoning.

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 Development Agreement proposed by the staff of the City of San Luis, Arizona attached hereto as Exhibit "A", is hereby approved contingent upon rezoning to R1-6 passing;

Section 2: That the Development Agreement proposed by city staff is a condition upon rezoning to R1-6 if the rezoning passes.

PASSED AND ADOPTED by the Mayor and City Council of the City of San Luis, Arizona, this_____ day of _____, 2016.

_____
Gerardo Sanchez, Mayor

ATTEST:

Sonia Cornelio, City Clerk

APPROVED AS TO FORM:

Kay Marion Macuil, City Attorney

DEVELOPMENT AGREEMENT NUMBER 1

Rezoning Case Number 2016-065

THIS DEVELOPMENT AGREEMENT (the "**Agreement**") is entered into as of _____ day of _____, 20__, ("**Effective Date**") by and between the City of San Luis an Arizona municipal corporation (the "**City**") and Nieves Riedel, Riedel Holdings, L.L.C., (the "**Owner**"). This Agreement is entered into pursuant to City Resolution Number 1145-Las Quintas de San Luis II.

RECITALS

A. WHEREAS, A.R.S. § 9-500.05 authorizes the City to enter into development agreements with landowners and persons having an interest in real property that is located in the City; and

B. WHEREAS, Nieves Riedel, Riedel Holdings, L.L.C.; Owner, owns approximately 27.58 acres located in the municipal limits of the City (the "**Property**") real property located south of County 22 Street roughly between the East Main Canal, Las Quintas Subdivision, and Bienestar Estates #7 which is more specifically described herein; and

C. WHEREAS, Edais Engineering, Inc. is agent for the Owner; and

D. WHEREAS, the Owner has requested rezoning of the Property from Rural Area Residential (RA-10) to Medium Density Residential (R1-6); and

E. WHEREAS, this Agreement is consistent with the portions of the City's General Plan applicable to the Property on the date this Agreement is executed; and

F. WHEREAS, this is a preliminary agreement solely to approve the Conceptual Plan and to outline some of the provisions to be included in plats and site plans submitted by the Owner in connection with the Development of the Property; and

G. WHEREAS, following additional revisions to the Conceptual Plan and submission to the City for review and approval, this Agreement shall be replaced by an Amended and Restated Development Agreement ("**Amended Agreement**"); and

H. WHEREAS, the City's governing body has authorized execution of this Agreement by Resolution No. 1145, a draft of which is attached to this Agreement.

NOW, THEREFORE, the parties agree as follows:

AGREEMENT

ARTICLE 1. DEFINITIONS

The following terms shall have the meanings set forth below whenever used in this Agreement, except where the context clearly indicates otherwise:

1.1.Certificate of Completion as used in this Agreement, shall mean a final written acceptance of the completed and inspected project issued by the Development Services Department and Public Works Department. A certificate of completion will not be issued until the entire project is completed in conformance with this Agreement and accepted by the City.

1.2.City shall mean and refer to the City of San Luis, an Arizona municipal corporation, and any successor public body or entity.

1.3.Owner shall mean and refer to Nieves Riedel, Riedel Holdings, L.L.C. and any successor in ownership.

1.4.Improvements shall mean and refer to all public and private improvements which may be constructed from time to time on the Property, including, without limitation, all structures, buildings, roads, driveways, parking areas, walls, landscaping and other improvements of any type or kind, or any other alteration of the natural terrain to be built by the Owner or the City, as the case may be, pursuant to the terms of the Amended Agreement.

1.5.Property as used in this Agreement shall mean and refer to all of the real property which is legally described in Exhibit A.

ARTICLE 2. DEVELOPMENT PLAN

2.1.Duration of Development Agreement. The term of this Agreement shall continue until the date of the Amended Agreement, at which time this Agreement shall terminate.

2.2.Failure of Timely Performance. In the event that either party hereto fails to perform any of its obligations which are set forth in or contemplated by this Agreement in a timely manner, and should such failure not otherwise be excused by agreement of the parties or by the terms of this Agreement, such failure shall be considered to be a breach of this Agreement and the nonbreaching party shall have their respective remedies set forth in Section 6.3 of this Agreement.

2.3.Approval and Processing of Plans. The City hereby acknowledges and agrees that development of the Property may occur over a span of a number of years and will require the City's ongoing participation in the review and approval of modifications and amendments to any site plans, infrastructure plans, drainage plans, design plans, building plans, grading permits, building permits, archaeological and historic preservation review and disposition, and other plans, permit applications and inspections which are a part of the City's building and development requirements (hereinafter collectively called "**Approval Requests**"). City approves the Conceptual Plan attached hereto as Exhibit B for the development of the Property and agrees that said Plan can be built by Owner by complying with this Development Agreement

and consistent with new zoning of Medium Density Residential (R1-6) which the Owner has requested and in accordance with City's rules regulations and ordinances, as amended from time to time, and that it is consistent with the General Plan of the City. Owner will be entitled to build the heights, densities, and intensity of uses as shown on Exhibit B, provided that Owner complies with all development and zoning processes, as amended from time to time. City agrees that in connection with all approvals required by the development and zoning processes relating to the development of the Property, no extraordinary plan or review requirements will be imposed on the Owner.

2.4.Review Process. The City acknowledges the necessity for expeditious review by the City of all plans and other materials ("**Submitted Materials**") submitted by the Owner to the City hereunder or pursuant to any zoning procedure, permit procedure, or other governmental procedure pertaining to the development of the Property and agrees to use its reasonable efforts accomplish such an expeditious review of the Submitted Materials whenever possible.

2.5.Manager's Power to Consent. The City hereby acknowledges and agrees that any unnecessary delay hereunder would adversely affect the Owner and/or the development of the Property, and hereby authorizes and empowers the City Manager to consent to any and all requests of the Owner requiring the consent of the City hereunder without further action of the City Council, except for any actions requiring City Council approval as a matter of law. Upon the City Manager's receipt of a request for consent from the Owner, the City Manager will advise the Owner if the request is one for which the City Manager is authorized to act. If the request is not one for which the City Manager is authorized to act, the City Manager will place the matter on an agenda for Council consideration.

ARTICLE 3. SOME PROVISIONS FOR ROADS, STREET LIGHTS, AND HOUSING CONSTRUCTION TO BE INCLUDED IN AMENDED AGREEMENT

3.1 Owner agrees all houses and buildings located in lots 1 thru 37, as shown in Exhibit B, shall be single story not to exceed 15 feet at the roof ridge.

3.2 Owner agrees to provide 50% of the cost of street lighting on the off-site road commonly known as Sidewinder Road as more fully described in Exhibit D.

3.3 Owner agrees to create a street lighting district for the subdivision of the rezoned parcels and provide 50% of the cost of street lighting on the off-site road commonly known as Sidewinder Road (Sidewinder Road) as more fully described in Exhibit D.

3.4 Owner agrees to redesign and rebuild County 22nd Street between Sidewinder Road and 10th Avenue in order to address visibility and safety concerns presented by the hill and curves in the road. Owner agrees the redesign will comply with the Engineering comments of Douglas J. Nicholls, PE in his November 4, 2014 letter to the City and incorporated in this Development Agreement as Exhibit C.

3.5 Owner agrees to provide street lighting, curb, gutter and sidewalk on the road between Las Quintas De San Luis II subdivision and 10th Avenue.

ARTICLE 4. INDEMNIFICATION

4.1.Owner agrees to defend, indemnity and hold harmless City, its officers, officials and employees ("**Indemnified Group**") for liability from and against claims, damages, losses and expenses of any nature whatsoever (including but not limited to reasonable attorney fees, court costs, the costs of appellate proceedings, and all claim adjusting and handling expense), relating to, arising out of, resulting from or alleged to have resulted from the Owner's acts, errors, mistakes or omissions relating to any action or inaction of the Owner under this Agreement, including but not limited to work or services in the performance of this Agreement by any subcontractor or anyone directly or indirectly employed by or contracting with the Owner or a subcontractor or anyone for whose acts any of them may be liable.

4.2.If any claim, action or proceeding is brought against the Indemnified Group, by reason of any event that is the subject of this Agreement, Owner (at its sole cost and expense) shall pay, resist or defend such claim or action on behalf of the Indemnified Group by the attorney of the Owner, or if covered by insurance, Owner's insurer, all of which must be approved by City, which approval shall not be unreasonably withheld or delayed. The City shall cooperate with all reasonable efforts in the handling and defense of such claim. Notwithstanding the foregoing, the City may engage its own attorney to defend or assist in its defense, and the Owner shall pay the reasonable costs and expenses thereof.

4.3.Any settlement of claims must fully release and discharge the Indemnified Group from any liability for such claims. The release and discharge shall be in writing and shall be subject to approval by the City, which approval shall not be unreasonably withheld or delayed. If Owner neglects or refuses to defend any of the Indemnified Group as required by this Agreement, any recovery or judgment against the Indemnified Group for a claim covered by this Agreement shall conclusively establish Owner's liability to the Indemnified Group in connection with such recovery or judgment. If the City desires to settle such dispute, the City shall be entitled to settle such dispute in good faith and Owner shall be liable for the amount of such settlement, and all expenses in connection with such settlement.

4.4.The indemnity provisions of this Agreement shall survive the termination of this Agreement.

ARTICLE 5. SUBAGREEMENTS

5.1.Subordinate Development Agreements. The City and Owner hereby acknowledge that the development of the Property may be accomplished by Owner through a series of sales, leases, joint ventures and/or other agreements and arrangements with experienced developers, investors and/or owners of real property. In connection therewith, it is anticipated and contemplated by the parties that such developers, investors or owners may desire to negotiate and enter into separate and subordinate development agreements with the City and/or Owner with respect to infrastructure Improvements, uses, plan approvals and other similar matters which may be the subject of separate agreements between such developers, investors and owners and the City and/or Owner, all to be set forth in the Amended Agreement. The parties hereby agree that any and all development agreements entered into with any such developer, investor or owner of any parcels of the Property shall be subordinate in all respects to the terms and conditions of this Agreement and the Amended Agreement, and, in the event of any conflict or

discrepancy between the provisions of any such development agreement and the terms and conditions of this Agreement or the Amended the Agreement, this Agreement or the Amended Agreement (as the case may be) shall govern and control.

ARTICLE 6. MEDIATION AND DEFAULT

6.1.Representatives. To further the cooperation of the parties in implementing this Agreement, the City and Owner each shall designate and appoint a representative to act as a liaison between the City and its various departments and the Owner. The initial representative for the City (the "**City Representative**") shall be the City Manager and the initial representative for the Owner shall be its project manager, as identified by the Owner from time to time (the "**Developer Representative**"). The representatives shall be available at all reasonable times to discuss and review the performance of the parties to this Agreement and the development of the Property.

6.2.Mediation. In the event that there is a dispute hereunder which the parties cannot resolve between themselves, the parties agree that there shall be a forty-five (45) day moratorium on litigation during which time the parties agree to attempt to settle the dispute by nonbinding mediation before commencement of litigation. In the event that the parties cannot agree upon the selection of a mediator within seven (7) days, either party may request the presiding judge of the Superior Court of Yuma County to assign a mediator from a list of mediators maintained by the Arizona Municipal Risk Retention Pool.

6.3.Default. Failure or unreasonable delay be any party to perform any term or provision of this Agreement for a period of ten (10) days after written notice thereof from another party shall constitute a default under this Agreement. If the default is of a nature which is not capable of being cured within ten (10) days, the cure shall be commenced within such period, and diligently pursued to completion. The notice shall specify the nature of the alleged default and the manner in which the default may be satisfactorily cured. In the event of a default hereunder by any party, the non-defaulting party shall be entitled to all remedies at both law and in equity, including, without limitation, specific performance and the right to perform the obligation(s) of which the defaulting party is in default and to immediately seek reimbursement from the defaulting party of all sums expended in order to cure such default, together with interest on all such sums from the date said sums are expended by the non-defaulting party for the purpose of curing the default to the date such sums are paid in full.

ARTICLE 7. CONFLICT OF INTEREST; REPRESENTATIVES NOT INDIVIDUALLY LIABLE

7.1.Conflict of Interest. Pursuant to Arizona law, rules and regulations, no member, official or employee of the City shall have any personal interest, direct or indirect, in this Agreement, nor shall any such member, official or employee participate in any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership or association in which he or she is, directly or indirectly, interested.

7.2.No Personal Liability. No member, official or employee of the City shall be personally liable to Owner, or any successor or assignee, (a) in the event of any default or breach

by the City, (b) for any amount which may become due to the Owner or its successor or assign, or (c) pursuant to any obligation of the City under the terms of this Agreement.

ARTICLE 8. MISCELLANOUS PROVISIONS

8.1.Notices. All notices and communications provided for herein, or given in connection herewith, shall be validly made if in writing and delivered personally or sent by registered or certified United States Postal Service mail, return receipt requested, postage prepaid to:

If to the City: City Administrator
City of San Luis
P.O. Box 1170
1090 E. Union Street
San Luis, Arizona 85349

If to the Owner: Nieves Riedel, Riedel Holdings, L.L.C.
1694 N. 9th Avenue
San Luis, Arizona 85349

or to such other addresses as either party may from time to time designate in writing and deliver in a like manner. Any such change of address notice shall be given at least ten (10) days before the date on which the change is to become effective. Notices given by mail shall be deemed delivered 72 hours following deposit in the United States Postal Service in the manner set forth above.

8.2.Waiver. No delay in exercising any right or remedy shall constitute a waiver thereof, and no waiver by the parties of the breach of any provision of this Agreement shall be construed as a waiver of any preceding or succeeding breach of the same or of any other provision of this Agreement.

8.3.Headings. The descriptive headings of the paragraphs of this Agreement are inserted for convenience only, and shall not control or affect the meaning or construction of any of the provisions of the Agreement.

8.4.Authority. The undersigned represent to each other that they have full power and authority to enter into this Agreement, and that all necessary actions have been taken to give full force and effect to this Agreement. The Owner represents and warrants that it is duly formed and validly existing under the laws of the State of Arizona and that it is duly qualified to do business in the State of Arizona and is in good standing under applicable state laws. The Owner and the City warrant to each other that the individuals executing this Agreement on behalf of their respective parties are authorized and empowered to bind the party on whose behalf each individual is signing. The Owner represents to the City that by entering into this Agreement, the Owner has bound the Property and all persons and entities having any legal or equitable interest therein to the terms of the Agreement.

8.5.Entire Agreement. This Agreement, including the following exhibits, constitutes the entire agreement between the parties. This provision applies only to the entirety of Agreement

Number 1 only; additional and separate zoning stipulations and agreements with the City may apply to the Property, and this provision has no effect on them.

Exhibit A	Legal Description of Property
Exhibit B	Conceptual Plan
Exhibit C	Engineering Comments by Douglas J. Nicholls dated November 4, 2014
Exhibit D	Description of road commonly known as "Sidewinder Road."

8.6.Amendment of the Agreement. This Agreement may be amended, in whole or in part and with respect to all or any portion of the Property, only with the mutual written consent of the parties to this Agreement or by their successors in interest or assigns. The City shall record the amendment or cancellation in the official records of the Yuma County Recorder.

8.7.Severability. If any other provision of the Agreement is declared void or unenforceable, such provision shall be severed from this Agreement, which shall otherwise remain in full force and effect.

8.8.Governing Law. The laws of the State of Arizona shall govern the interpretation and enforcement of this Agreement. The parties agree that venue for any action commenced in connection with this Agreement shall be proper only in a court of competent jurisdiction located in Yuma County, Arizona, and the parties hereby waive any right to object to such venue.

8.9.Recordation of Agreement and Subsequent Amendment; Cancellation. This Agreement, and any amendment or cancellation of it shall be recorded in the official records of the Yuma County Recorder no later than ten (10) days after the City and the Owner execute such agreement, amendment, or cancellation, as required by A.R.S. § 9-500.05.

8.10. Attorneys' Fees and Costs. If either party brings a legal action either because of a breach of this Agreement or to enforce a provision of this Agreement, the prevailing party will be entitled to reasonable attorneys' fees and court costs.

8.11. Notice of Conveyance or Assignment. The Owner shall give notice to the City of any sale of the entire Property at least ten (10) days prior to the effective date of the sale.

8.12. No Third-Party Beneficiaries. There are no third-party beneficiaries to this Agreement, and no person or entity not a party hereto shall have any right or cause of action hereunder.

8.13. No Agency Created. Nothing contained in this Agreement shall create any partnership, joint venture, or agency relationship between the parties.

8.14. Non-Liability of City Officials and Employees. Except for mandamus and other special actions, no member, official or employee of the City shall be personally liable to Owner, or any successor in interest, in the event of any default or breach by the City or for any amount

that may become due to the Owner or successor, or under any obligation under the terms of this Agreement.IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

THE CITY OF SAN LUIS,
an Arizona municipal corporation

By: _____
Mayor

ATTEST:

By: _____
City Clerk

THE OWNER, _____

By: _____
Its: _____

APPROVED AS TO FORM:

_____
City Attorney

STATE OF ARIZONA)
) ss.
County of Yuma)

The foregoing instrument was acknowledged before me this _____ day of _____, 20__, by _____, Mayor of the City of _____, Arizona, a municipal corporation.

_____
Notary Public

My Commission Expires: _____

STATE OF ARIZONA)
) ss.
County of Yuma)

The foregoing instrument was acknowledged before me this _____ day of _____, 20__, by _____, on behalf of _____, an _____.

_____
Notary Public

My Commission Expires: _____

Exhibit A

Legal Description of Property

Development Agreement Las Quintas de San Luis II

Assessor Parcel ID No. 776903003

LEGAL DESCRIPTION:

Section: 06 Township: 11S Range: 24W BEG AT NE COR TH WLY 1322.42 FT TH SLY 50.00 FT TO TPOB TH SELY ALONG A CURVE 134.67 FT TH SELY 62.70 FT TH SELY ALONG A CURVE 190.60 FT TH SLY 62.70 FT TH SLY ALONG A CURVE 84.70 FT TH SLY 279.80 FT TH SWLY ALONG A

Assessor Parcel ID No. 77611001

LEGAL DESCRIPTION:

Section: 06 Township: 11S Range: 24W SW4 NE4 LYING E OF EAST MAIN CANAL

Exhibit B

Conceptual Plan

Development Agreement Las Quintas de San Luis II

LAS QUINTAS DE SAN LUIS 2 SUBDIVISION

A SUBDIVISION OF A PORTION OF PARCEL 8 OF THE BARKLEY PROPERTY - SAN LUIS BOUNDARY SURVEY CONDUCTED BY DAHL, ROBINS & ASSOCIATES, INC. PROJECT 07076. DATED JULY 24, 2007.

BEING THE SOUTHWEST ¼ OF THE NORTHEAST ¼ OF SECTION 6, LYING EAST OF EAST MAIN CANAL, TOWNSHIP 11 SOUTH, RANGE 24 WEST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, YUMA COUNTY, ARIZONA

DATE: OCTOBER 2014 ACREAGE - 19.5608 AC

TENTATIVE PLAT

LEGEND

———	CENTERLINE
———	BOUNDARY LINE
———	RIGHT OF WAY LINE
———	EXISTING LOTS
———	NEW PROPERTY LINE
▬▬▬	EXISTING CMU WALL
○	FOUND MONUMENT (TYPE AS SHOWN)
■	NEW STREET MONUMENT AS PER YUMA COUNTY STD. No. 4-080
●	NEW SUBDIVISION BOUNDARY MONUMENT PER YUMA COUNTY STD. No. 4-030
B.C.	INDICATES BRASS CAP
H.H.	INDICATE HAND HOLE
([1])	DATA REFER TO BARKLEY PROPERTY – SAN LUIS, BOUNDARY SURVEY CONDUCTED BY DAHL, ROBINS & ASSOCIATES, INC. PROJECT No. 07076 SIGNED BY JUAN N. LOMELI DATED JULY 24, 2007.
([2])	DATA REFER TO BARKLEY LOT SPLIT No. 2 AS RECORDED IN BOOK __ OF PLATS, PAGE __. Y.C.R.O., YUMA COUNTY, ARIZONA.
(1)	NEW LOT NUMBER
(1)	EXISTING LOT NUMBER
A.P.N.	ASSESSOR PARCEL NUMBER
Y.C.R.O.	YUMA COUNTY RECORDER'S OFFICE

BASIS OF BEARING

THE EAST-WEST MID-SECTION LINE OF SECTION 6, T11S, R24W, G.&S.R.B.&M., YUMA COUNTY, ARIZONA.

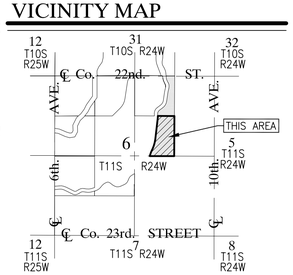
BEARING N89°58'48"E

BENCHMARK

CHISELED "X" ON CONCRETE HEADWALL (EAST MAIN CANAL)

ELEVATION – 95.33 FEET.

VICINITY MAP



NOTE:

FOR MORE BOUNDARY INFORMATION REFER TO BARKLEY PROPERTY – SAN LUIS, BOUNDARY SURVEY CONDUCTED BY DAHL, ROBINS & ASSOCIATES, INC. PROJECT No. 07076. SIGNED BY JUAN N. LOMELI. DATED JULY 24, 2007.

OWNER

BARKLEY LIMITED AZ PARTNERSHIP
101 E. SECOND STREET
YUMA, ARIZONA 85364

PRELIMINARY NOT FOR CONSTRUCTION REVIEW ONLY

COPYING, REPRODUCTION, OR PUBLICATION OF THESE PLANS BY ANY METHOD, IN WHOLE OR IN PART IS PROHIBITED

LAS QUINTAS DE SAN LUIS 2 SUBDIVISION

TENTATIVE PAVING & GRADING PLAN

SCALE: AS SHOWN	DESIGNED BY: NKE	CHECKED BY: NKE	
DATE: OCT."14"	DRAWN BY: STAFF	JOB No. 14-015	

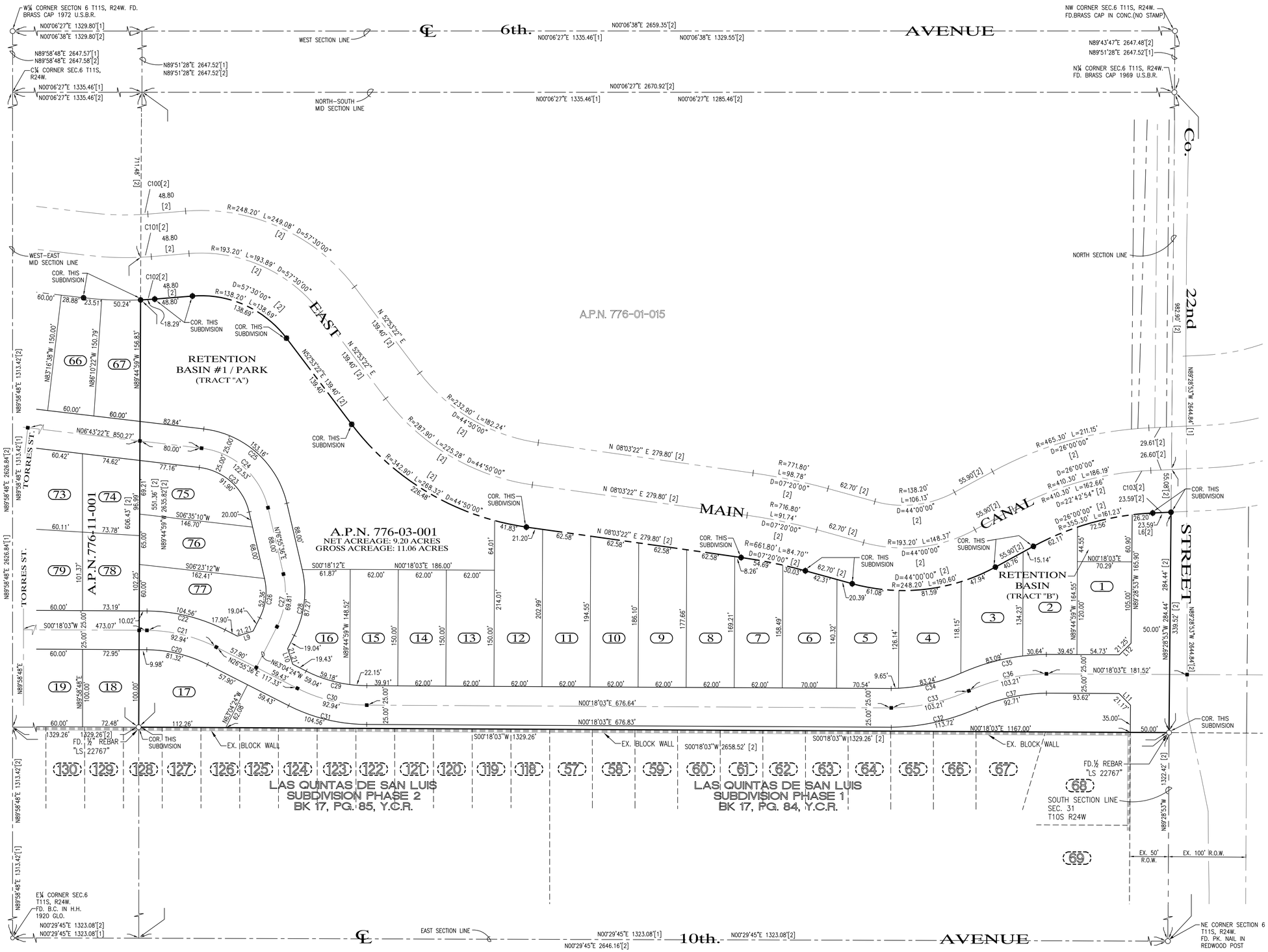
EDAIS Engineering, Inc.
PLANNING-CIVIL-SURVEYING-ARCHITECTURAL
3075 S. Ave. 4E Yuma, Arizona 85365
(928) 344-3566 FAX (928) 341-1075
EMAIL: najeh@Edaisgroup.com

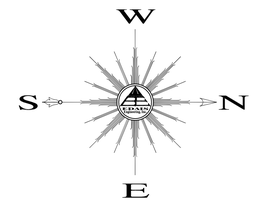
SHEET 1

LAS QUINTAS DE SAN LUIS 2 SUBDIVISION

A SUBDIVISION OF PARCEL "B" OF THE BARKLEY LOT SPLIT No. 2 AS RECORDED IN BOOK __ OF PLATS, PAGE __ . Y.C.R.O. AND BEING A LOT SPLIT OF APN 776-03-001 OR GOVERNMENT LOT 2,
ALSO BEING THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 6, TOWNSHIP 11 SOUTH, RANGE 24 WEST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, YUMA COUNTY, ARIZONA
DATE: OCTOBER 2014 ACREAGE - 9.1978 AC

TENTATIVE PLAT





SCALE: 1"=60'

LEGEND

	CENTERLINE
	BOUNDARY LINE
	RIGHT OF WAY LINE
	EXISTING LOTS
	NEW PROPERTY LINE
	EXISTING CMU WALL
o	FOUND MONUMENT (TYPE AS SHOWN)
■	NEW STREET MONUMENT AS PER YUMA COUNTY STD. No. 4-080
●	NEW SUBDIVISION BOUNDARY MONUMENT PER YUMA COUNTY STD. No. 4-030
B.C.	INDICATES BRASS CAP
H.H.	INDICATE HAND HOLE
([1])	DATA REFER TO BARKLEY PROPERTY – SAN LUIS, BOUNDARY SURVEY CONDUCTED BY DAHL, ROBINS & ASSOCIATES, INC. PROJECT No. 07076 SIGNED BY JUAN N. LOMELI DATED JULY 24, 2007.
([2])	DATA REFER TO BARKLEY LOT SPLIT No. 2 AS RECORDED IN BOOK __ OF PLATS, PAGE __. Y.C.R.O., YUMA COUNTY, ARIZONA.
(1)	NEW LOT NUMBER
(1)	EXISTING LOT NUMBER
A.P.N.	ASSESSOR PARCEL NUMBER
Y.C.R.O.	YUMA COUNTY RECORDER'S OFFICE

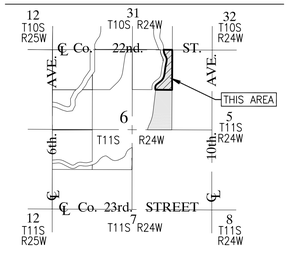
BASIS OF BEARING

THE EAST-WEST MID-SECTION LINE OF SECTION 6, T11S, R24W, G.&S.R.B.&M., YUMA COUNTY, ARIZONA.
BEARING N89°58'48"E

BENCHMARK

CHISELED "X" ON CONCRETE HEADWALL (EAST MAIN CANAL)
ELEVATION = 95.33 FEET.

VICINITY MAP



NOTE:

FOR MORE BOUNDARY INFORMATION REFER TO BARKLEY PROPERTY – SAN LUIS, BOUNDARY SURVEY CONDUCTED BY DAHL, ROBINS & ASSOCIATES, INC. PROJECT No. 07076. SIGNED BY JUAN N. LOMELI. DATED JULY 24, 2007.

OWNER

BARKLEY LIMITED AZ PARTNERSHIP
101 E. SECOND STREET
YUMA, ARIZONA 85364

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LAS QUINTAS DE SAN LUIS 2 SUBDIVISION

TENTATIVE PAVING & GRADING PLAN

SCALE: AS SHOWN	DESIGNED BY: NKE	CHECKED BY: NKE
DATE: OCT."14"	DRAWN BY: STAFF	JOB No. 14-015

EDAIS Engineering, Inc.
PLANNING-CIVIL-SURVEYING-ARCHITECTURAL
3075 S. Ave. 4E Yuma, Arizona 85365
(928) 344-3566 FAX (928) 341-1075
EMAIL: najeh@Edaisgroup.com

SHEET 2

Conceptual Plan
Development Agreement- Las Quintas de San Luis II Exhibit B

SW CORNER SEC. 6 T11S, R24W.
FD. B.C. IN H.H.
1915 U.S.B.R.

N00°04'00"E 2621.11'[1]
N00°04'00"E 2621.11'[2]
N89°40'11"W 2645.72'[2]
N89°40'11"W 2645.71'[1]

W¼ CORNER SECTON 6 T11S, R24W. FD.
BRASS CAP 1972 U.S.B.R.

N89°58'48"E 2647.57'[1]
N89°58'48"E 2647.58'[2]

S¼ COR. SEC.6
T11S, R24W. FD.1½"
B.C. STEM IN H.H.

C¼ CORNER SEC.6 T11S, R24W.

N00°06'27"E 2637.29'[1]
N00°06'27"E 2637.29'[2]

℄ 6th. AVENUE

N00°06'27"E 1329.80'[1]
WEST SECTION LINE

N00°06'38"E 1329.80'[2]

N00°06'38"E 2659.35'[2]

NW CORNER SEC.6 T11S, R24W.
FD.BRASS CAP IN CONC.(NO STAMP)

N00°06'27"E 1335.46'[1]
N00°06'38"E 1329.55'[2]

N89°51'28"E 2647.52'[1]
N89°43'47"E 2647.48'[2]

N¼ CORNER SEC.6 T11S, R24W.
FD. BRASS CAP 1969 U.S.B.R.

N89°51'28"E 2647.52'[1]

N00°06'27"E 1335.46'[1]
N00°06'27"E 1285.46'[2]

NORTH-SOUTH MID SECTION LINE

N00°06'27"E 1335.46'[1]

N00°06'27"E 1335.46'[2]

R.O.W. 25' R.O.W. ℄ 25' R.O.W. R.O.W.
5.5' 4' S/W 19.5' 2' 2 % PRESERVATIVE SEAL COAT AS PER Y.C.S.D. SPEC. 33 2 % 19.5' 2' 4' S/W 1.5'
CONCRETE SIDEWALK
12" SUBGRADE COMPACTED TO 95% AS PER ASTM D-698
TYPE "A" CURB (VERTICAL CURB & GUTTER) AS SPECIFIED ON PLANS
4" ABC COMPACTED TO 100% AS PER ASTM D-698
MIN 3" ABC UNDER CURB COMPACTED TO 100%
2" AC COMPACTED TO 95% AS PER ASTM D-1559 (50 BLOW)

LOCAL RESIDENTIAL STREETS (A/3)
(YUMA COUNTY STD-2-050)

A.P.N. 776-10-001

EX. PAVED ROAD

EAST MID SECTION LINE

NEW CMU RETAINING WALL

EX. 10' CANAL R.O.W.

EX. 55' R.O.W.

EX. DIRT ROAD

MAIN CANAL

NEW CMU RETAINING WALL

SEE RETAINING WALL ENLARGEMENT DETAIL1

SOUTH SECTION LINE

RETENTION BASIN / PARK (TRACT "A")

NORTH SECTION LINE

℄ Co. 23rd. STREET

℄ Co. 22nd. STREET

A.P.N. 776-19-002

A.P.N. 776-03-001

SEE RETAINING WALL ENLARGEMENT DETAIL 2

BIENESTAR ESTATES No. 7A
BOOK 18, PAGE 11, Y.C.R.

LAS QUINTAS DE SAN LUIS
SUBDIVISION PHASE 2
BK 17, PG. 85, Y.C.R.

TORRES ST.

SE COR. SEC.6
T11S, R24W.
FD. 1½" PIPE 1' BELOW AC

N00°09'32"W 2654.22'[1]
N00°09'32"W 2654.22'[2]

E¼ CORNER SEC.6
T11S, R24W.
FD. B.C. IN H.H. 1920 GLO.

EAST SECTION LINE

℄ 10th. AVENUE

N00°29'45"E 1323.08'[1]
N00°29'45"E 2646.16'[2]
N00°29'45"E 1323.08'[2]

NE CORNER SECTION 6
T11S, R24W.
FD. PK. NAIL IN REDWOOD POST

N00°29'45"E 1323.08'[2]
N00°29'45"E 1323.08'[1]

FD. BRASS CAP LS16528

CALL TWO WORKING DAYS BEFORE YOU DIG
263-1100
1-800-STAKE-IT
(OUTSIDE MARICOPA COUNTY)

W
S N
E
SCALE: 1"=60'

LEGEND

- CENTERLINE
- BOUNDARY LINE
- EXISTING LOTS
- EXISTING CMU WALL
- EXISTING DIRT ROAD
- EXISTING ASPHALT
- NEW CMU WALL
- FOUND MONUMENT (TYPE AS SHOWN)
- B.C. INDICATES BRASS CAP
- H.H. INDICATE HAND HOLE
- T.O.W. INDICATE TOP OF WALL ELEVATION
- T.F. INDICATE TOP OF FOOTING ELEVATION
- ([1]) DATA REFER TO BARKLEY PROPERTY – SAN LUIS, BOUNDARY SURVEY CONDUCTED BY DAHL, ROBINS & ASSOCIATES, INC. PROJECT No. 07076 SIGNED BY JUAN N. LOMELI DATED JULY 24, 2007.
- ([2]) DATA REFER TO BARKLEY LOT SPLIT No. 2 AS RECORDED IN BOOK __ OF PLATS, PAGE __. Y.C.R.O., YUMA COUNTY, ARIZONA.
- (133.0) EXISTING NATURAL SOIL ELEVATION
- (A-90.00) EXISTING ASPHALT ELEVATION
- (RD-103.20) EXISTING ROAD ELEVATION
- (C-135.50) (G-135.17) EXISTING CURB & GUTTER ELEVATION
- (SW-135.52) EXISTING SIDEWALK ELEVATION
- (CRN-106.86) EXISTING CROWN ELEVATION
- 120 CONTOUR LINE
- EXISTING LOT NUMBER
- A.P.N. ASSESSOR PARCEL NUMBER
- Y.C.R. YUMA COUNTY RECORDER

RETAINING WALL ENLARGEMENT DETAIL 1

T.F.–105.00 / T.O.W.–114.33
T.F.–106.33 / T.O.W.–114.33
T.F.–107.67 / T.O.W.–119.00
T.F.–109.00 / T.O.W.–119.67
T.F.–110.33 / T.O.W.–120.33
T.F.–111.67 / T.O.W.–121.00
T.F.–113.00 / T.O.W.–121.67
T.F.–114.33 / T.O.W.–122.33
T.F.–115.67 / T.O.W.–123.67
T.F.–117.00 / T.O.W.–125.00
T.F.–118.33 / T.O.W.–126.33
T.F.–119.67 / T.O.W.–127.67
T.F.–121.00 / T.O.W.–129.00
T.F.–122.33 / T.O.W.–130.33
T.F.–123.67 / T.O.W.–131.67
T.F.–125.00 / T.O.W.–133.00
T.F.–126.33 / T.O.W.–134.33
T.F.–127.67 / T.O.W.–135.67
T.F.–129.00 / T.O.W.–137.00
T.F.–130.33 / T.O.W.–138.33
24.0' / 80.0' / 2:1
NEW CMU RETAINING WALL

RETAINING WALL ENLARGEMENT DETAIL 2

T.O.W.–143.67 / T.F.–137.67
T.O.W.–145.00 / T.F.–139.00
T.O.W.–146.33 / T.F.–140.33
T.O.W.–147.67 / T.F.–141.67
T.O.W.–149.00 / T.F.–143.00
20.0' / NEW CMU RETAINING WALL / EXISTING CMU WALL

OWNER

BARKLEY LIMITED AZ PARTNERSHIP
101 E. SECOND STREET
YUMA, ARIZONA 85364

REGISTERED PROFESSIONAL ENGINEER
26844
NAJEH K. EDAIS
10/15/14
ARIZONA, U.S.A.
EXPIRES 9/30/15

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LAS QUINTAS DE SAN LUIS 2 SUBDIVISION

TENTATIVE PAVING & GRADING PLAN

SCALE: AS SHOWN	DESIGNED BY: NKE	CHECKED BY: NKE
DATE: OCT."14"	DRAWN BY: STAFF	JOB No. 14-015

EDAIS Engineering, Inc.
PLANNING - CIVIL - SURVEYING - ARCHITECTURAL
3075 S. Ave. 4E Yuma, Arizona 85365
(928) 344-3566 FAX (928) 341-1075
EMAIL: najeh@Edaisgroup.com

SHEET 3

Conceptual Plan
Development Agreement- Las Quintas de San Luis II Exhibit B

W¼ CORNER SECTON 6 T11S, R24W. FD. BRASS CAP 1972 U.S.B.R.
N00°06'27"E 1329.80'[1] N00°06'38"E 1329.80'[2]
N89°58'48"E 2647.57'[1] N89°58'48"E 2647.58'[2]
C¼ CORNER SEC.6 T11S, R24W.
N00°06'27"E 1335.46'[1] N00°06'27"E 1335.46'[2]
N89°51'28"E 2647.52'[1] N89°51'28"E 2647.52'[2]
WEST SECTION LINE
℄ 6th. AVENUE
N00°06'38"E 2659.35'[2]
N00°06'27"E 1335.46'[1] N00°06'38"E 1329.55'[2]
NW CORNER SEC.6 T11S, R24W. FD.BRASS CAP IN CONC.(NO STAMP)
N89°43'47"E 2647.48'[2]
N89°51'28"E 2647.52'[1]
N¼ CORNER SEC.6 T11S, R24W. FD. BRASS CAP 1969 U.S.B.R.
N00°06'27"E 2670.92'[2]
N00°06'27"E 1335.46'[1] N00°06'27"E 1285.46'[2]
NORTH-SOUTH MID SECTION LINE
WEST-EAST MID SECTION LINE
NORTH SECTION LINE
EAST SECTION LINE
SOUTH SECTION LINE SEC. 31, T10S R24W T10S R24W
N89°58'48"E 2626.84'[2]
N89°58'48"E 1313.42'[1]
N89°58'48"E 1313.42'[2]
N89°58'48"E 2626.84'[1]
N89°58'48"E
E¼ CORNER SEC.6 T11S, R24W. FD. B.C. IN H.H. 1920 GLO.
N00°29'45"E 1323.08'[2] N00°29'45"E 1323.08'[1]
N00°29'45"E 2646.16'[2]
N00°29'45"E 1323.08'[1] N00°29'45"E 1323.08'[2]
℄ 10th. AVENUE

RETENTION BASIN #1 (TRACT "A")
RETENTION BASIN #2 (TRACT "B")
H.W.E.–109.15 F.G.–106.15
RETENTION BASIN #1 / PARK (TRACT "A")
RETENTION BASIN #2 (TRACT "B")
SEE ENLARGEMENT DETAIL 4
NEW CMU RETAINING WALL
EX. DIRT ROAD
MAIN CANAL
EAST STREET
TORRES ST.
A.P.N.776-11-001
A.P.N. 776-03-001
NET ACREAGE: 9.20 ACRES
GROSS ACREAGE: 11.06 ACRES
F.G.–125.0
SEE RETAINING WALL ENLARGEMENT DETAIL 2
SEE RETAINING WALL ENLARGEMENT DETAIL1
EX. BLOCK WALL
FD. ½" REBAR "LS 22767"
LAS QUINTAS DE SAN LUIS SUBDIVISION PHASE 2 BK 17, PG. 85, Y.C.R.
LAS QUINTAS DE SAN LUIS SUBDIVISION PHASE 1 BK 17, PG. 84, Y.C.R.
A.P.N. 776-01-015
Co. 22nd. STREET
(YUMA COUNTY STD-2-020 MODIFIED) E 4
RETENTION BASIN CROSS SECTION D 4

RETAINING WALL ENLARGEMENT DETAIL 1
RETAINING WALL ENLARGEMENT DETAIL 2
RETAINING WALL ENLARGEMENT DETAIL 3
RETENTION BASIN ENLARGEMENT DETAIL 4

BENCHMARK
CHISELED "X" ON CONCRETE HEADWALL (EAST MAIN CANAL)
ELEVATION – 95.33 FEET.

BENCHMARK
CHISELED "X" ON CONC. HEADWALL
ELEVATION – 95.33 FEET.

DRAINAGE REPORT

I. RAINFALL CALCULATIONS

DRAINAGE AREA #1
DRAINAGE AREA = 26.85 AC
RAINFALL INTENSITY (1) = 1.22 IN 1 HR.
PEAK RATE RUNOFF (C) = 0.43
Q= (26.85)(0.43)(1.22) = 14.09 CFS.
TOTAL RAINFALL= (7200)(14.09)= 101,428 CF

DRAINAGE AREA #2
DRAINAGE AREA = 2.05 AC
RAINFALL INTENSITY (1) = 1.22 IN 1 HR.
PEAK RATE RUNOFF (C) = 0.43
Q= (2.05)(0.43)(1.22) = 1.08 CFS.
TOTAL RAINFALL= (7200)(1.08)= 7,744 CF

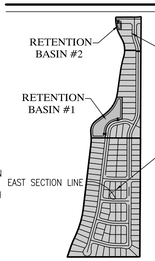
II. STORAGE VOLUME PROVIDED:

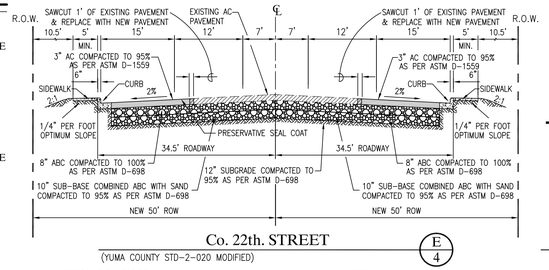
RETENTION BASIN #1 (TRACT "A"):
TOP AREA : 66,635 SF
BOTTOM AREA : 46,382 SF
DEPTH = 4 FT
STORAGE VOLUME PROVIDED = (66,635 + 46,382) 4 / 2 = 226,034 CF
FACTOR OF SAFETY = 226,034 = 2.23 ∴ OK 101,428

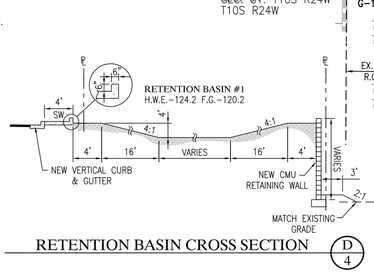
RETENTION BASIN #2 (TRACT "B"):
TOP AREA : 4,738 SF
BOTTOM AREA : 1,867 SF
DEPTH = 3 FT
STORAGE VOLUME PROVIDED = (4,738 + 1,867) 3 / 2 = 9,908 CF
FACTOR OF SAFETY = 9,908 = 1.28 ∴ OK 7,744

2.– THERE IS NO OFF SITE STORMWATER ENTERING THE SITE AND ALL STORMWATER GENERATED BY THE SITE WILL BE STORED ON SITE.
3.– THIS PROJECT IS LOCATED IN FLOOD ZONE "B" AS DETERMINED BY THE FIRM MAPS.
4.– THE ON-SITE SOIL AS CLASSIFIED AS SUPERSTITION SAND AS DETERMINED BY THE SOIL CONSERVATION SERVICE MAPS FOR YUMA-WELTON AREA WITH HIGH PERCOLATION RATE. NO PONDING OF WATER IS ANTICIPATED DUE THE SOIL CONDITION. CONSERVATION SERVICE MAPS FOR YUMA-WELTON AREA WITH HIGH PERCOLATION RATE.

DRAINAGE MAP







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263-1100
1-800-STAKE-IT
(OUTSIDE MARICOPA COUNTY)

LEGEND

SCALE: 1"=60'

- CENTERLINE
- BOUNDARY LINE
- EXISTING LOTS
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- EXISTING DIRT ROAD
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- NEW CMU WALL
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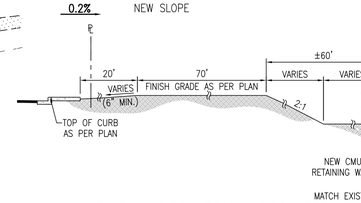
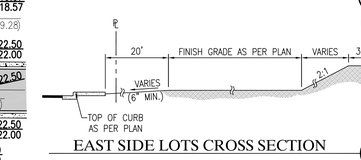
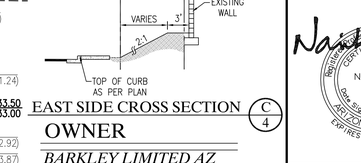
- (CRN–106.86) EXISTING CROWN ELEVATION
- 120 EXISTING CONTOUR LINE
- (67) EXISTING LOT NUMBER
- A.P.N. ASSESSOR PARCEL NUMBER
- Y.C.R. YUMA COUNTY RECORDER
- A–122.50 NEW ASPHALT ELEVATION
- C–135.50 G–135.17 NEW CURB & GUTTER ELEVATION
- 0.2% NEW SLOPE



WEST SIDE LOTS CROSS SECTION A 4



EAST SIDE LOTS CROSS SECTION B 4



EAST SIDE CROSS SECTION C 4

OWNER

BARKLEY LIMITED AZ PARTNERSHIP
101 E. SECOND STREET
YUMA, ARIZONA 85364

Najeh K. Edais
REGISTERED PROFESSIONAL ENGINEER (CIVIL) CERTIFICATE NO. 26844
NAJEH K. EDAIS
Date Signed 10/15/14
YUMA, ARIZONA, U.S.A.
EXPIRES 3/31/17

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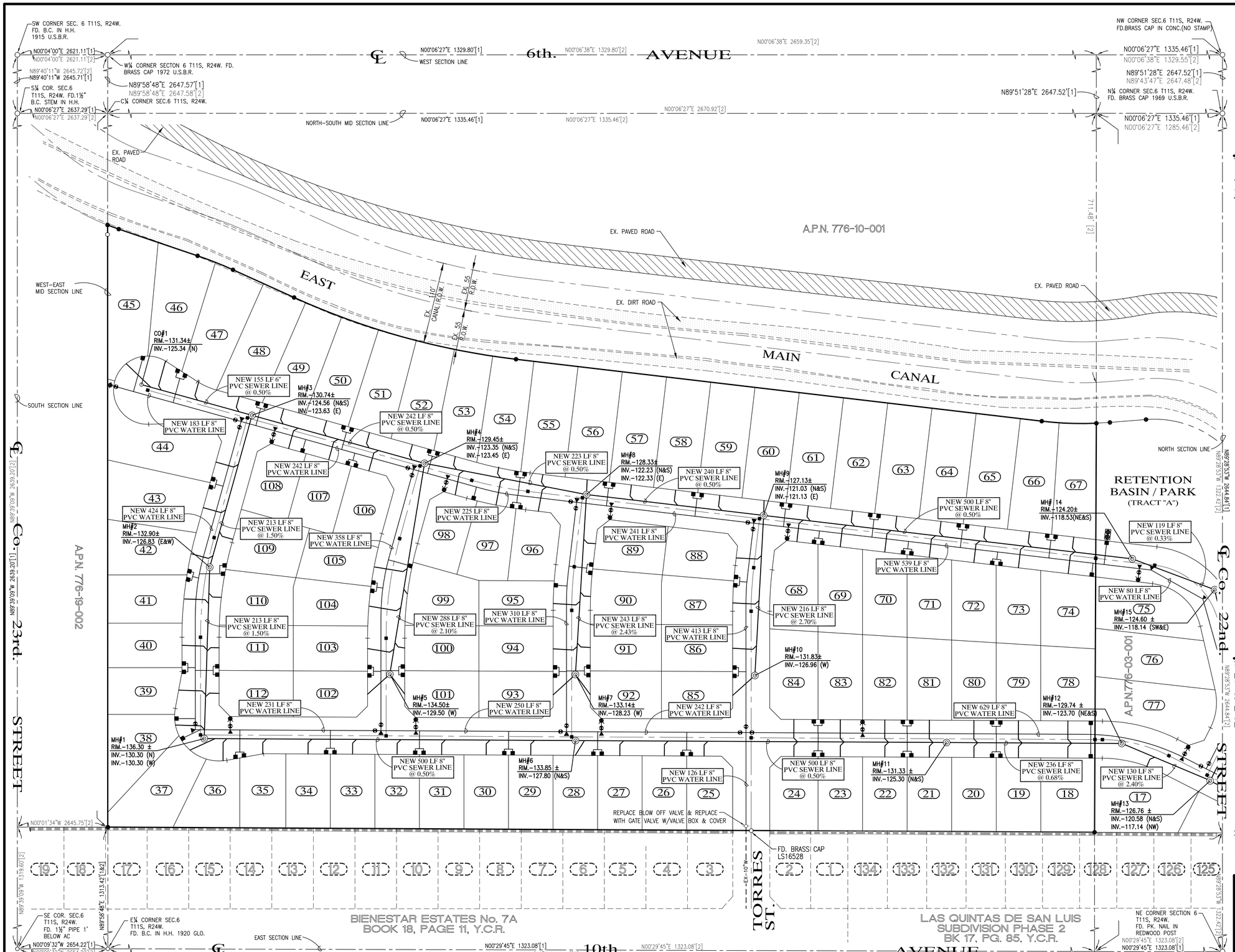
LAS QUINTAS DE SAN LUIS 2 SUBDIVISION

TENTATIVE PAVING & GRADING PLAN

SCALE: AS SHOWN	DESIGNED BY: NKE	CHECKED BY: NKE
DATE: OCT.'14"	DRAWN BY: STAFF	JOB No. 14–015

EDAIS Engineering, Inc.
LAND USE PLANNING - SURVEYING
3075 S. Ave. 4E Yuma, Arizona 85365
(928) 344–3566 FAX (928) 341–1075
EMAIL: najeh@Edaisgroup.com

SHEET 4



W

S N

E

SCALE: 1"=60'

LEGEND

- CENTERLINE
- PROPERTY LINE
- BOUNDARY LINE
- W — NEW PVC WATER MAIN
- S — NEW PVC SEWER LINE
- (20) NEW LOT NUMBER
- (188) FUTURE LOT NUMBER
- NEW SEWER SERVICE
- NEW SINGLE WATER SERVICE
- NEW DUAL WATER SERVICE
- NEW 2" BACKFLOW PREVENTOR
- NEW THRUST BLOCK
- NEW WATER VALVE
- NEW MANHOLE
- NEW TEMPORARY BLOWOFF VALVE
- NEW FIRE HYDRANT
- MH NEW MANHOLE
- RIM. NEW RIM ELEVATION
- INV. NEW INVERT ELEVATION
- NEW STREET MONUMENT AS PER YUMA COUNTY STD. No. 4-080
- EXISTING WATER VALVE

UTILITY WARNING

THE UNDERGROUND UTILITIES SHOWN HAVE BEEN LOCATED FROM FIELD SURVEY INFORMATION AND EXISTING DRAWINGS. THE SURVEYOR MAKES NO GUARANTEE THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED ALTHOUGH HE DOES CERTIFY THAT THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM INFORMATION AVAILABLE. THE SURVEYOR HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES.

Najeh K. Edais

REGISTERED LAND SURVEYOR
26844
NAJEH K. EDAIS
Date Signed 10/15/14
ARIZONA, U.S.A.
EXPIRES 3/31/15

OWNER

BARKLEY LIMITED AZ PARTNERSHIP
101 E. SECOND STREET
YUMA, ARIZONA 85364

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LAS QUINTAS DE SAN LUIS 2 SUBDIVISION

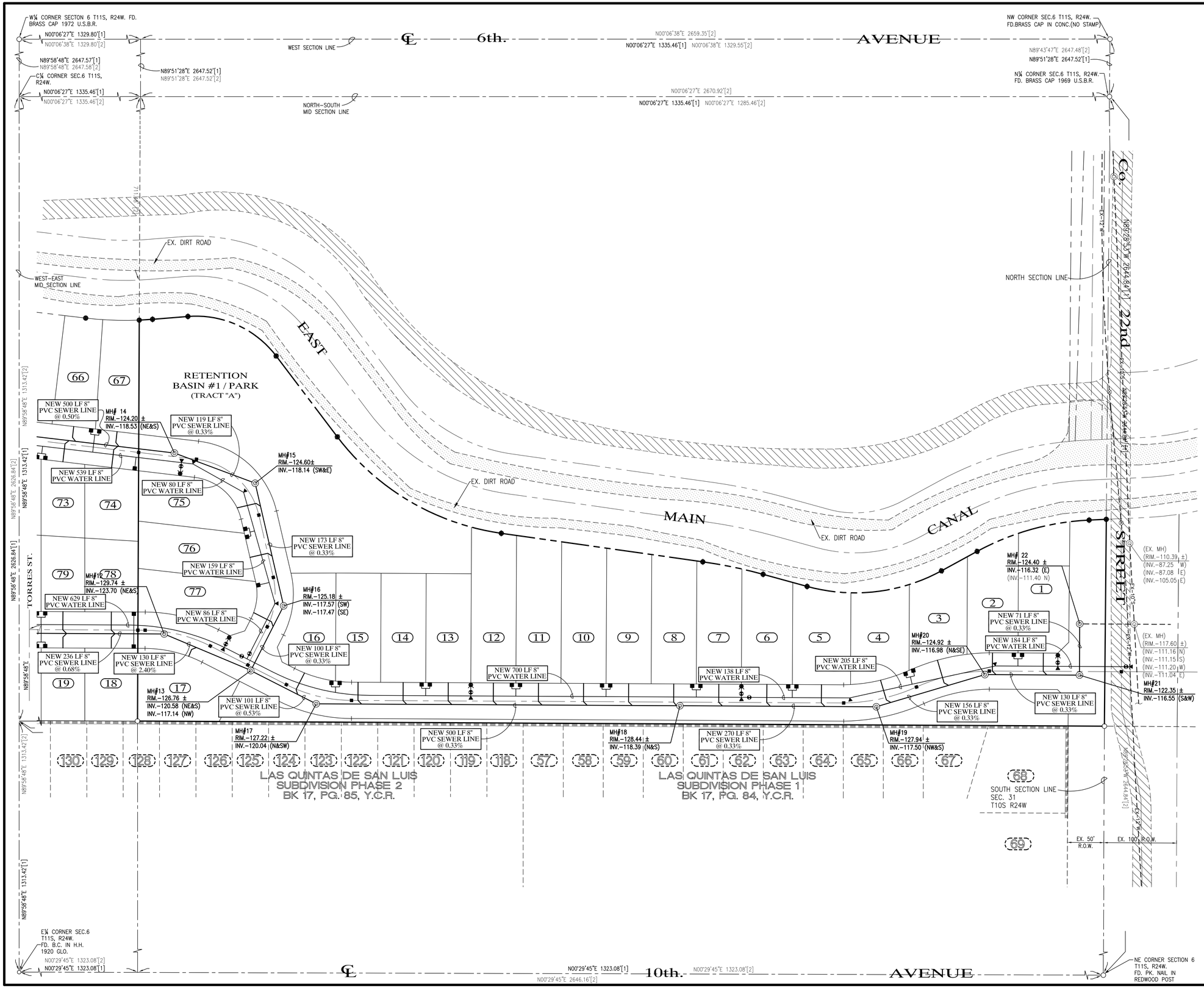
TENTATIVE WATER & SEWER PLAN

SCALE: AS SHOWN	DESIGNED BY: NKE	CHECKED BY: NKE	
DATE: OCT."14"	DRAWN BY: STAFF	JOB No. 14-015	

EDAIS Engineering, Inc.
PLANNING · CIVIL · SURVEYING · ARCHITECTURAL
3075 S. Ave. 4E Yuma, Arizona 85365
(928) 344-3566 FAX (928) 341-1075
EMAIL: najeh@Edaisgroup.com

SHEET 5

Conceptual Plan
Development Agreement- Las Quintas de San Luis II Exhibit B



W S N E

SCALE: 1"=60'

LEGEND

- CENTERLINE
- PROPERTY LINE
- BOUNDARY LINE
- W — NEW PVC WATER MAIN
- S — NEW PVC SEWER LINE
- (20) NEW LOT NUMBER
- (188) FUTURE LOT NUMBER
- NEW SEWER SERVICE
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- NEW DUAL WATER SERVICE
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- NEW WATER VALVE
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OWNER

BARKLEY LIMITED AZ PARTNERSHIP
101 E. SECOND STREET
YUMA, ARIZONA 85364

Registered Professional Engineer — 26844 — NAJEH K. EDAIS — Date Signed 10/15/14 — ARIZONA, U.S.A. — EXPIRES 3/31/15

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TENTATIVE WATER & SEWER PLAN

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3075 S. Ave. 4E Yuma, Arizona 85365
(928) 344-3566 FAX (928) 341-1075
EMAIL: najeh@Edaisgroup.com

SHEET 6

Exhibit C

Engineering Comments by Douglas J. Nicholls dated November 4, 2014

Development Agreement Las Quintas de San Luis II

Core Engineering Group, PLLC
200 E. 16th Street, Suite # 150
Yuma, Arizona 85364

voice 928-344-5931
fax 928-344-5932
www.CoreEngineeringGroup.com

November 4, 2014

John Starkey
Director of Building Safety
Department of Public Works
1090 E. Union Street
PO Box 3750
San Luis, AZ 853498

Re: Las Quintas de San Luis 2 Subdivision – Tentative Plat
Edias Engineering Job No. 14-015

Dear Mr. Starkey:

The below comments on the Las Quintas de San Luis 2 subdivision tentative plat submittal are based on the Subdivisions Regulations of the City of San Luis.

Tentative Plat – Sheets 1 and 2

1) Sheets 1 and 2 are titled "Tentative Paving & Grading Plan" on the bottom right portion of the sheet. Revise to say "Tentative Plat".
2) Section 4.3 (1): The legal description of the property references the "Barkley Property – San Luis, Boundary Survey Conducted by Dahl, Robin & Associates, Inc" and the "Barkley Lot Split No. 2 as recorded in Book __ of Plats, Page __. Y.C.R.O., Yuma County, Arizona." Have these maps been recorded? If so, list the recording FEE# or map designation.
3) Section 4.3 (10): Label street names
4) Section 4.3 (14): List Curve Radii. Curve designations are shown, but no curve data (Radii, tangent length, etc.) has been provided. Similarly, line designations are shown, but no line data has been provided.
5) Section 4.3 (15): Show and label widths of all proposed easements (PUE, NAE, drainage, etc.)
6) Section 4.3 (21): List lands and parks to be dedicated to public use (if any).
7) Section 4.3 (26): What is the use of the property south of the subdivision?
8) Section 4.3 (30): List owner's name of the adjoining property.
9) Lot shown on Sheet 2 east of the proposed roadway between the proposed road right-of-way and subdivision boundary, north of lot 17, does not have a lot/tract designation. Please provide.

Tentative Paving & Grading Plan – Sheets 3 and 4

10) Section 3.21 (2): Per the drainage calculations, Retention Basin #1 (Tract "A") has a depth of 4 feet. A maximum basin depth of 3.5 feet is required unless approved by the City Engineer. If approved, a 6 foot high wrought iron fence and a 16 foot wide wrought iron gate with lock is required.
11) Cross Section A/4: Slopes no steeper than 3:1 are required unless specified in a Geotechnical report. Please revise or provide Geotechnical report allowing steeper slopes.

12) Cross Section A/4: Please provide protection to the proposed retaining wall. The wall is to be protected by a side slope no steeper than 3:1 away from the retaining wall.
13) Cross Section A/4: A drainage easement shall be provided to prevent construction within the drainage channel created by the cross section.
14) Section 3.21(4): How will the drainage channels of the west side lots connect to the retention basins? Based on top of wall elevations provided in the retaining wall enlargement details, the drainage channel is approximately 10 feet below Retention Basin # 1.
15) Section 3.25: While the San Luis subdivision regulations allow a 4' minimum sidewalk width, the 2010 ADA Standards for Accessible Design (Section 403.5.3) and 2011 Proposed Accessibility Guidelines for Pedestrian Facilities in the Public Right-of-Way (Section R302.4) require a minimum 5' x 5' passing space at intervals of 200' maximum. Provide passing spaces as required.
16) Please note that all sidewalk ramps shall meet ADA requirements. Current Yuma County standard drawings may require alteration to meet ADA requirements.
17) Modify the location of the horizontal s-curve along Co. 22nd Street based on the analysis of horizontal and vertical sight distances per AASHTO guidelines.
18) Provide existing grades of the east adjoining properties to allow grading analysis.
19) How will the proposed east side roadway shown on sheet 4 be constructed per cross section C/4? Based on the existing contours, the roadway is approximately 15 feet lower in elevation. Assuming a 2:1 slope is allowed by a geotechnical investigation, there would need to be about 30 feet from the eastern existing subdivision screen wall for construction.

Tentative Water & Sewer Plan – Sheets 5 and 6

20) Provide sewer manhole between lots 105 and 99 to allow sufficient area for sewer line maintenance within the right-of-way.
21) Lower invert elevations on manholes 17 to 22 to provide drainage of manhole 13. Manhole 13 has an invert of 117.14, while the downstream manhole (MH 17) has an invert of 120.04.
22) The sewer line from manhole 17 to 22 is approximately 20 feet lower than existing ground elevation. How will this be constructed in regards to eastern adjoining property? Provide grades of the east adjoining properties to allow analysis.

Please contact us if you have any questions.

Sincerely,
Core Engineering Group, PLLC

Douglas J. Nicholls, PE, RLS

Registered Professional Engineer
CERTIFICATE NO
32329
DOUGLAS J. NICHOLLS
11/4/14
ARIZONA U.S.A.

EXP. 3/31/16

Exhibit D

Description of road commonly known as “Sidewinder Road”

Development Agreement Las Quintas de San Luis II

2015-03579 WARRANTY DEED
02/19/2015 03:41:04 PM Pages: 5 Fees: $10.00
Requested By:DAHL ROBINS & ASSOCIATES INC
Recorded By: despinoza
Robyn Stallworth Pouquette County Recorder, YUMA County AZ

When Recorded Mail To:
City of San Luis
P.O. Box 1170
1090 E. Union Street
San Luis, Arizona 85349

WARRANTY DEED

GRANTOR (Name, Address, Zip Code)	**GRANTEE** (Name, Address, Zip Code)
Barkley Limited Partnership 1818 Letvin Avenue South Yuma, Arizona 85365	City of San Luis A Municipal Corporation P.O. Box 1170 1090 E. Union Street San Luis, Arizona 85349

Subject Real Property (Legal Description)

That portion of Section 6, Township 11 South, Range 24 West, Gila & Salt River Base & Meridian, Yuma County, Arizona, more particularly described as follows:

Beginning at the northwest corner of the SE¼ of said Section 6;
Thence N 89°58'48" E along the north line on said SE¼ of Section 6 a distance of 297.12 feet;
Thence N 30°05'55" E a distance of 59.02 feet to the beginning of a curve, concave northwesterly having a radial bearing of South 59°54'05" East;
Thence northeasterly along said curve, concave northwesterly, of radius 1487.00 feet through a central angle of 23°20'42" an arc distance of 605.88 feet to the end of said curve;
Thence N 06°45'13" E a distance of 634.07 feet to the beginning of a curve, concave northwesterly having a radial bearing of South 83°14'47" East;
Thence northeasterly along said curve, concave northwesterly, of radius 457.00 feet through a central angle of 10°11'50" an arc distance of 81.34 feet to the TRUE POINT OF BEGINNING;
Thence continuing northeasterly along said curve, concave northwesterly, of radius 457.00 feet through a central angle of 07°01'47" an arc distance of 56.07 feet to the beginning of a curve, concave southeasterly having a radial bearing of South 79°31'36" West;
Thence northeasterly along said curve, concave southeasterly, of radius 273.00 feet through a central angle of 61°59'57" an arc distance of 295.41 feet to the end of said curve;

Thence N 51°31'33" E a distance of 136.00 feet to the beginning of a curve, concave northwesterly having a radial bearing of South 38°28'27" East;
Thence northeasterly along said curve, concave northwesterly, of radius 277.00 feet through a central angle of 44°51'17" an arc distance of 216.85 feet to the end of said curve;
Thence N 06°40'16" E a distance of 351.00 feet to the beginning of a curve, concave southwesterly having a radial bearing of South 83°19'44" East;
Thence northwesterly along said curve, concave southwesterly, of radius 277.00 feet through a central angle of 39°17'34" an arc distance of 189.96 feet to the beginning of a curve, concave northeasterly having a radial bearing of South 57°22'41" West;
Thence northeasterly along said curve, concave northeasterly, of radius 323.00 feet through a central angle of 29°35'26" an arc distance of 166.81 feet to the end of said curve;
Thence S 89°28'53" E a distance of 92.67 feet to the westerly right-of-way line of the East Main Canal and the beginning of a curve, concave northeasterly having a radial bearing of South 84°14'46" West;
Thence Southeasterly along said curve, concave northeasterly, of radius 465.30 feet through a central angle of 22°51'24" an arc distance of 185.62 feet to the end of said curve;
Thence S 28°36'38" E along said westerly right-of-way line of the East Main Canal a distance of 55.90 feet to the beginning of a curve, concave southwesterly having a radial bearing of North 61°23'22" East;
Thence Southwesterly along said curve, concave southwesterly, of radius 138.20 feet through a central angle of 44°00'00" an arc distance of 106.13 feet to the end of said curve;
Thence S 15°23'22" W along said westerly right-of-way line of the East Main Canal a distance of 62.70 feet to the beginning of a curve, concave southeasterly having a radial bearing of North 74°36'38" West;
Thence Southwesterly along said curve, concave southeasterly, of radius 771.80 feet through a central angle of 07°20'00" an arc distance of 98.78 feet to the end of said curve;
Thence S 08°03'22" W along said westerly right-of-way line of the East Main Canal a distance of 279.80 feet to the beginning of a curve, concave northwesterly having a radial bearing of South 81°56'38" East;
Thence Southwesterly along said curve, concave northwesterly, of radius 232.90 feet through a central angle of 44°50'00" an arc distance of 182.24 feet to the end of said curve;
Thence S 52°53'22" W along said westerly right-of-way line of the East Main Canal a distance of 139.40 feet to the beginning of a curve, concave southeasterly having a radial bearing of North 37°06'38" West;
Thence Southwesterly along said curve, concave southeasterly, of radius 248.20 feet through a central angle of 57°30'00" an arc distance of 249.08 feet to the end of said curve;
Thence S 04°36'38" E along said westerly right-of-way line of the East Main Canal a distance of 48.80 feet to the beginning of a curve, concave northwesterly having a radial bearing of North 85°23'22" East;
Thence Southwesterly along said curve, concave northwesterly, of radius 355.30 feet through a central angle of 01°26'36" an arc distance of 8.95 feet to the end of said curve;
Thence N 89°44'59" W a distance of 65.08 feet to the TRUE POINT OF BEGINNING.

Exempt from Affidavit and Filing fees (A.R.S. 11-1134 A.3.)

Description Verified by:

City Engineer

2/17/2015
Date

For Valuable Consideration, Grantor:

Covenants that Grantor is seized of Subject Real Property and that Grantee shall quietly enjoy Subject Real Property.

Conveys to Grantee all rights, title and interest of Grantor in Subject Real Property together with all rights and privileges appurtenant or to become appurtenant thereto on the effective date, being the date and time of recordation of this instrument;

Warrants the title against all persons whomsoever, subject to matters set forth and warrants that Grantor will execute or procure any further necessary assurance of title.

Grantor further covenants for Grantor and successors of Grantor its further assurance of this grant and of the aforesaid warranties and covenants.

Dated this 3rd day of FEBRUARY, 2015.

Robert K Barkley
Signature of Grantor(s)

ACKNOWLEDGEMENT

State of Arizona)
) **ss.**
County of Yuma)

The foregoing instrument was acknowledged before me this 3rd day of February, 2015, by ROBERT K BARKLEY.

IN WITNESS WHEREOF, I have hereunto set by hand and official seal.

NOTARY PUBLIC
STATE OF ARIZONA
Yuma County
ALICIA CHAVEZ
My Commission Expires August 31, 2018

Alicia Chavez
Notary Public

My Commission Expires:
August 31, 2015

State of Arizona)
) **ss.**
County of Yuma)

The foregoing instrument was acknowledged before me this _____ day of _____, _____, by _____.

IN WITNESS WHEREOF, I have hereunto set by hand and official seal.

_____
Notary Public

My Commission Expires:

_____

Acceptance:

City of San Luis

Robert A. Eads
City Manager

2/18/15
Date

Attest:

Sonia Cornelio
City Clerk

2/18/2015
Date

Approved as to Form:

~~Glenn Gimbut~~ Kay Marion Macuil
Asst. City Attorney

2-18-2015
Date

AGENDA ITEM REVIEW FORM

Regular City Council Meeting **6. G.**

Meeting Date: 04/27/2016

Department Head: John Starkey, Building Safety Director, Building & Safety

Submitted By: Jose A. Guzman, Assistant Planner, Development Services

Action Requested: Motion
Ordinance - 1st Reading
Public Hearing

ITEM:

Public hearing followed by discussion and possible action on any and all matters regarding Rezoning Case No. 2016-065, and First Reading of Ordinance No. 351. 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 approximately 28.76 acres located south of County 22nd Street between the East Main Canal and Las Quintas de San Luis Subdivision from Rural Area Residential (RA-10) to Medium Density Residential (R1-6); repealing any conflicting provisions; and providing for severability. **(John Starkey, Zoning Administrator)**

A. Open public hearing
B. Close public hearing
C. Action on First Reading of Ordinance No. 351 by title only

SUMMARY:

A request by Edais Engineering, Inc., on behalf of Nieves Riedel, Riedel Holdings,L.L.C., owner, to rezone 27.58 acres from Rural Area Residential (RA-10) to Medium Density Residential (R1-6) Zoning District. The area to be rezoned shall include Assessor Parcel ID # 776-11-001 and Assessor Parcel ID # 776-03-003, San Luis, Arizona.

The subject properties are located to the east of the East Main Canal and County 22nd Street. They are currently zoned as Rural Area Residential (RA-10). The areas to the west, north and south are zoned as Rural Area Residential (RA-10) and are undeveloped and only the property to the west is being used for agricultural purposes. The area to the east is zoned as Medium-High Density Residential (R-2) and is developed as single family homes (Las Quintas De San Luis and Bienestar Estates No. 7A Subdivisions).

A similar application for this project was submitted in 2014 (Rezoning Case No. 2014-0112), the Planning and Zoning Commission Recommended Approval but the project was withdrawn by the applicant before City Council could take action.

GENERAL PLAN:

This area is designated as Neighborhood in the City of San Luis 2020 General Plan. The activities proposed will be consistent with that designation (Chapter 2, Page 19-20). The Neighborhood Land Use designation allows all types of residential development.

AGENCY REVIEW:

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

1. City of San Luis Fire Department (3-3-16)
2. Yuma County Water Users' Association (3-7-16)

As required by State Statute, staff sent notifications letters to property owners within 300 feet of the proposed project (128 letters). The City has not received any other significant concerns or objections from the various review agencies or adjacent property owners.

CITIZEN REVIEW:
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 April 5, 2016.

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 applications prior to the public hearing.

About 25 people showed up to the Citizen Review Meeting. There were questions about the size and prices of the houses, there was no opposition of the project.

ANALYSIS:
A development agreement for this project was previously agreed in 2014. Some of the conditions that were agreed were:

1. All houses and buildings to be single story not to exceed 15 feet at the roof line.
2. Owner to provide 50% of the cost of street lighting on the off-site road commonly known as Sidewinder Road.
3. Owner to create a street lighting district for the subdivision of the rezoned parcels and provided 50% of the cost of street lighting on the off-site road commonly known as Sidewinder Road.
4. Owner to redesign and rebuild County 22nd Street between Sidewinder Road and 10th Avenue in order to address visibility and safety concerns presented by the hill and curves in the road. The redesign will comply with the engineering comments of Douglas J. Nicholls, PE in his November 4, 2014 letter to the City.
5. Owner to provide street lighting, curb, gutter and sidewalk on the road between Las Quintas de San Luis II subdivision and 10th Avenue.

The applicant has received a lot of interest for two story houses and would like to modify the restriction of single story houses in the subdivision. She initially proposed to allow two story homes in the subdivision except for lots 1 thru 16. Staff agreed on this as it would allow the developer to fulfill the demand for two story houses but will also ensure that the lots on the adjacent subdivision do not lose their view. Zoning Administrator John Starky suggested one story houses on lots 1 through 37 and the applicant agreed.

A new development agreement has been created by staff and is attached to the report. The development agreement includes the following conditions:

1. Owner agrees all houses and buildings located in lots 1 thru 37, to be single story not to exceed 15 feet at the roof line.
2. Owner agrees to provide 50% of the cost of street lighting on the off-site road commonly known as Sidewinder Road.
3. Owner agrees to create a street lighting district for the subdivision of the rezoned parcels and provided 50% of the cost of street lighting on the off-site road commonly known as Sidewinder Road.
4. Owner agrees to redesign and rebuild County 22nd Street between Sidewinder Road and 10th Avenue in order to address visibility and safety concerns presented by the hill and curves in the road. The redesign will comply with the engineering comments of Douglas J. Nicholls, PE in his November 4, 2014 letter to the City.
5. Owner agrees to provide street lighting, curb, gutter and sidewalk on the road between

Las Quintas de San Luis II subdivision and 10th Avenue.

PLANNING AND ZONING COMMISSION MEETING:
The Planning and Zoning Commission held a public hearing for this item on their regular meeting of April 12, 2016. The Commission recommended approval of the request with the condition that the developer must negotiate a Development Agreement with the City of San Luis.

CITY COUNCIL WORK SESSION
A City Council Work Session was held on April 20, 2016. City Council had a positive response to the idea of single story homes on lots 1 thru 37.

The applicant has provided the information and materials necessary for staff to make a recommendation of the Rezoning request.

Staff recommends approval of First Reading of Ordinance No.351 by title only. Rezoning Case No. 2016-065 for 27.58 acres located south of County 22nd Street between East Main Canal and Las Quintas De San Luis Subdivision from Rural Area Residential (RA-10) to Medium Density Residential (R1-6) and amending the zoning map to conform thereto, subject to terms and conditions contained in the Development Agreement proposed by city staff.

RECOMMENDATION / SUGGESTED MOTION:

A. I MOVE TO OPEN PUBLIC HEARING.
B. I MOVE TO CLOSE PUBLIC HEARING.
C. I MOVE TO APPROVE FIRST READING OF ORDINANCE NO. 351 BY TITLE ONLY.

Supporting information not attached to the Agenda Item Review Form:

Supporting documents are attached

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

N/A

Attachments

Ordinance No 351
Location Map
Tentative Plat
Picture of Location
Email to Riedel Construction (4-6-16)
Yuma County Water User's Association comments (3-7-16)

OFFICE OF THE
MAYOR
CITY OF SAN LUIS

Ordinance

NO. 351

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 APPROXIMATELY 28.76 ACRES LOCATED SOUTH OF COUNTY 22ND STREET BETWEEN THE EAST MAIN CANAL AND LAS QUINTAS DE SAN LUIS SUBDIVISION FROM RURAL AREA RESIDENTIAL (RA-10) TO MEDIUM DENSITY RESIDENTIAL (R1-6); 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 approximately 28.76 acres of real property located on Assessor Parcel ID # 776-03-001 and Assessor Parcel ID # 776-11-001; 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 with conditions; and

WHEREAS, the Planning and Zoning Commission recommended approval of the zoning conditioned upon the negotiation of development agreement between the applicant and the City; and

WHEREAS, the City of San Luis Staff created a proposed development agreement and the applicant agreed to all conditions; and

WHEREAS, A.R.S. § 9-462.01 grants power to a municipality to impose conditions upon a change of zoning;

WHEREAS, the development of the Property is the subject of a Development Agreement approved by the Mayor and City Council of the City of San Luis pursuant to Resolution No. 1145 as passed and adopted on _____, 2016.

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 Property subject to the condition set for in the Development Agreement as approved in Resolution No. 1145 and hereby incorporated by this reference; and

Section 3: 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 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 of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this ordinance or said reference regulations.

PASSED AND ADOPTED by the Mayor and Council of the City of San Luis, Arizona, this _____ day of _____, 2016.

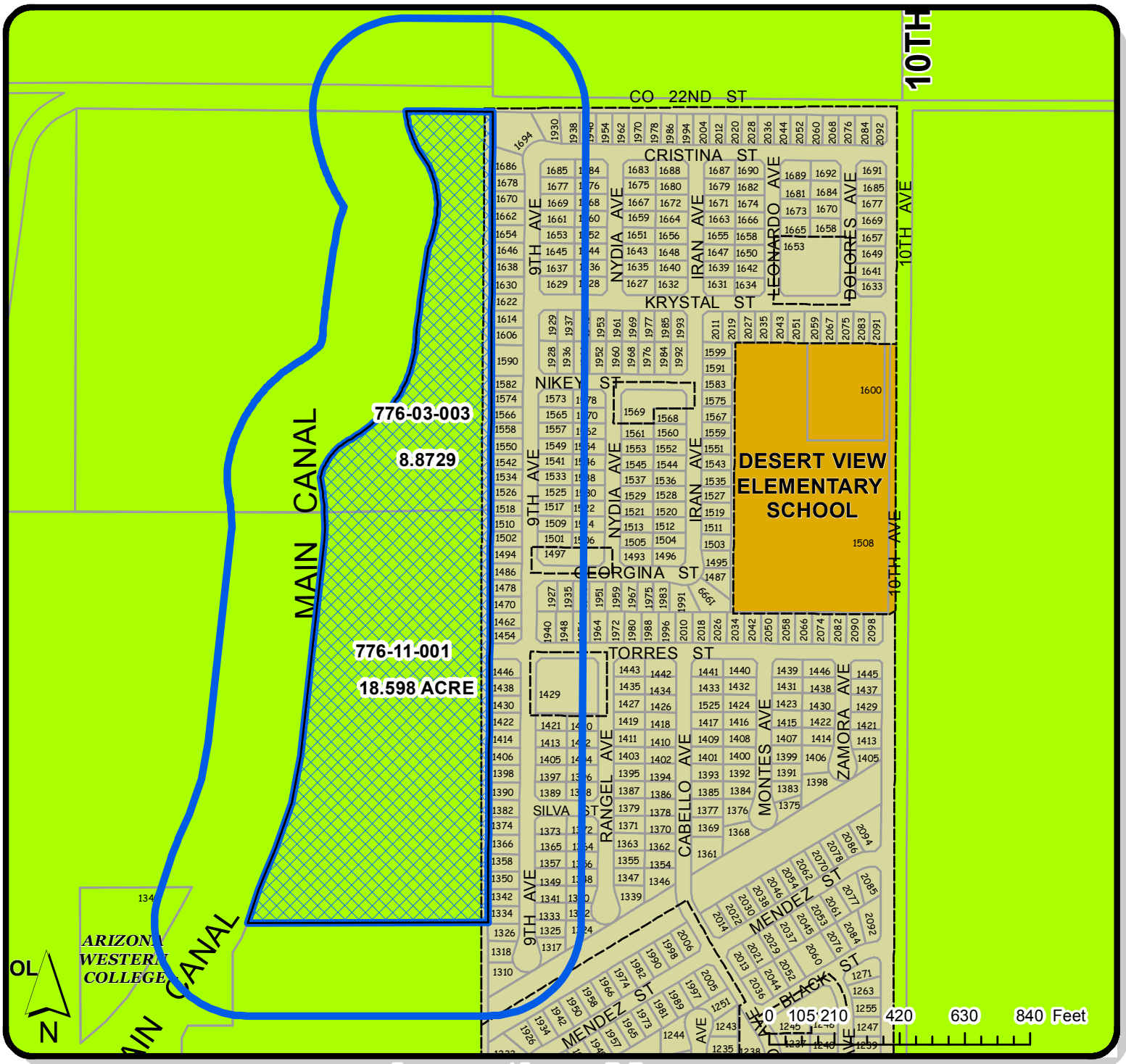
_____
Gerardo Sanchez, Mayor

ATTEST:

_____
Sonia Cornelio, City Clerk

APPROVED AS TO FORM:

_____
Kay Marion Macuil, City Attorney



Location Map

REZONING

PROPOSED LOCATION
PARCEL:77603003 / 77611001
REZONING FROM RA-10 TO R1-6

300 ft Notification Buffer

Legend

MULTIPLE RESIDENCE ZONING DISTRICTS

R-2

R-3

SINGLE RESIDENCE ZONING DISTRICTS

RA-10

Date:		Prepared By:	Case No.
2/29/2016	IT GIS DIVISION	IG	2016-065
Checked By:		**APPROVED BY:**	

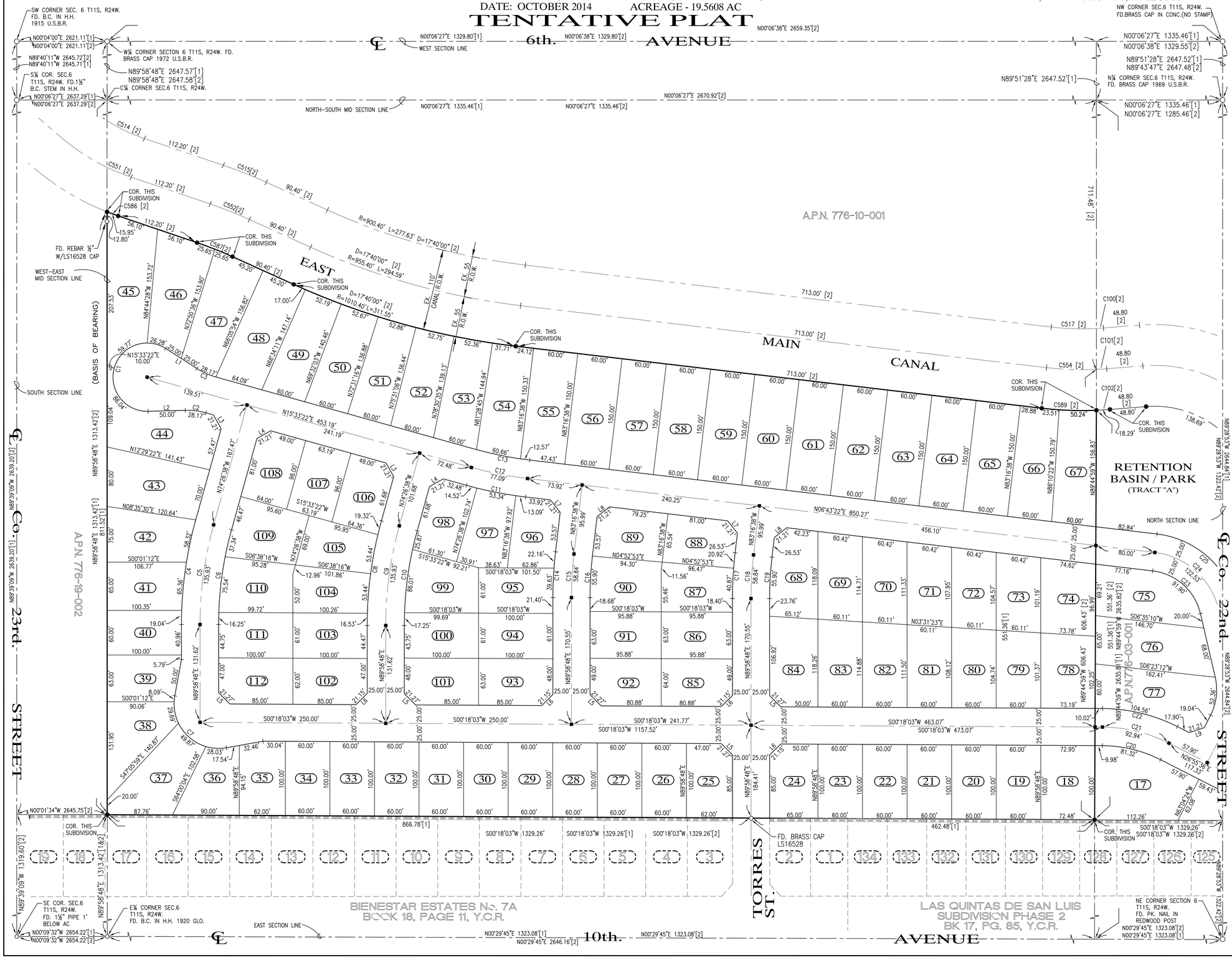
LAS QUINTAS DE SAN LUIS 2 SUBDIVISION

A SUBDIVISION OF A PORTION OF PARCEL 8 OF THE BARKLEY PROPERTY - SAN LUIS BOUNDARY SURVEY CONDUCTED BY DAHL, ROBINS & ASSOCIATES, INC. PROJECT 07076. DATED JULY 24, 2007.

BEING THE SOUTHWEST ¼ OF THE NORTHEAST ¼ OF SECTION 6, LYING EAST OF EAST MAIN CANAL, TOWNSHIP 11 SOUTH, RANGE 24 WEST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, YUMA COUNTY, ARIZONA

DATE: OCTOBER 2014 ACREAGE - 19.5608 AC

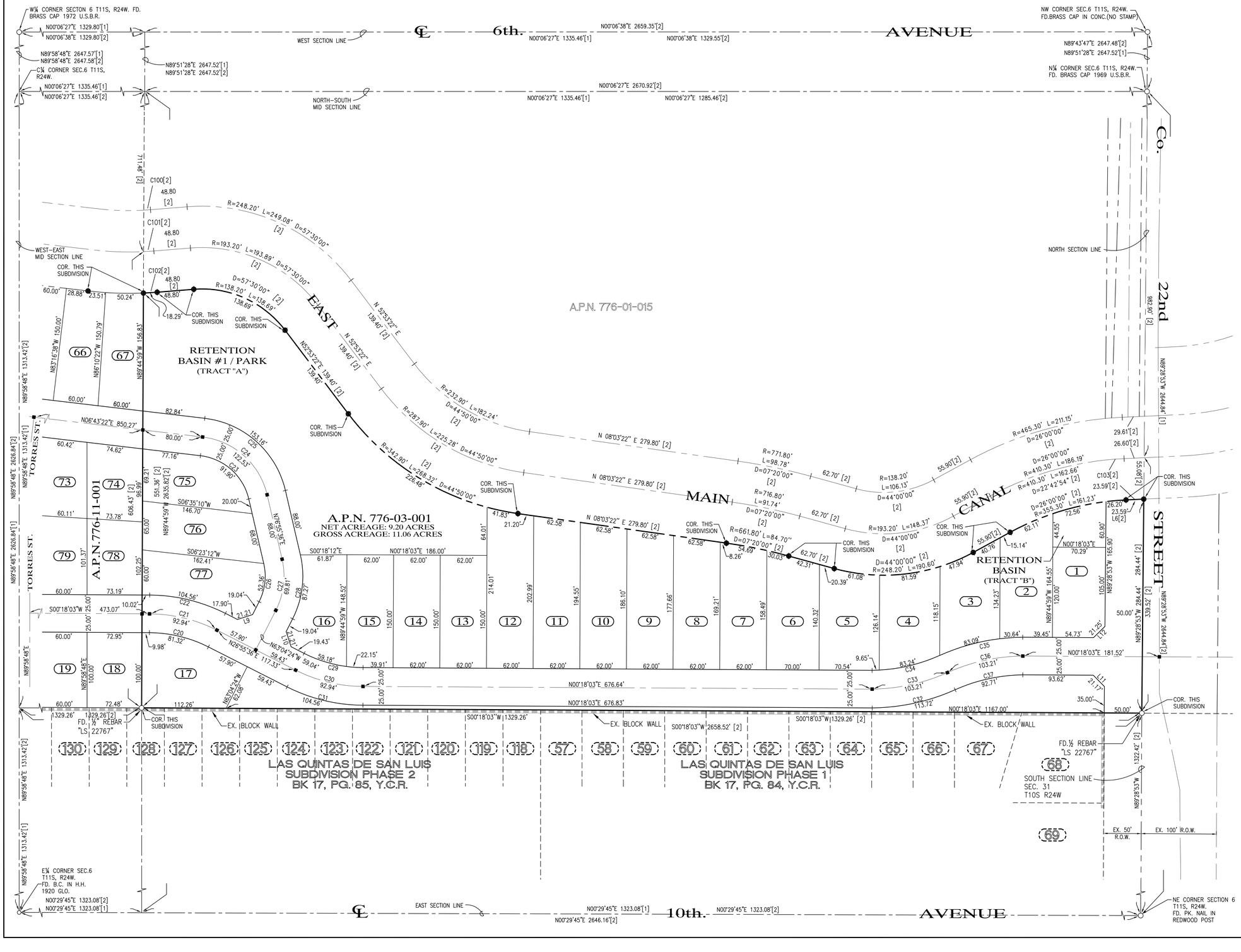
TENTATIVE PLAT


SW CORNER SEC. 6 T11S, R24W. FD. B.C. IN H.H. 1915 U.S.B.R.
N00°04'00"E 2621.11'[1] N00°04'00"E 2621.11'[2]
N89°40'11"W 2645.72'[2] N89°40'11"W 2645.71'[1]
S¼ COR. SEC.6 T11S, R24W. FD.1½" B.C. STEM IN H.H.
N00°06'27"E 2637.29'[1] N00°06'27"E 2637.29'[2]
W¼ CORNER SECTON 6 T11S, R24W. FD. BRASS CAP 1972 U.S.B.R.
N89°58'48"E 2647.57'[1] N89°58'48"E 2647.58'[2]
C¼ CORNER SEC.6 T11S, R24W.
NORTH-SOUTH MID SECTION LINE
N00°06'27"E 1335.46'[1]
N00°06'27"E 1335.46'[2]
N00°06'27"E 2670.92'[2]
N00°06'38"E 2659.35'[2]
N00°06'27"E 1329.80'[1]
WEST SECTION LINE
N00°06'38"E 1329.80'[2]
6th. AVENUE
NW CORNER SEC.6 T11S, R24W. FD.BRASS CAP IN CONC.(NO STAMP)
N00°06'27"E 1335.46'[1] N00°06'38"E 1329.55'[2]
N89°51'28"E 2647.52'[1] N89°43'47"E 2647.48'[2]
N89°51'28"E 2647.52'[1]
N¼ CORNER SEC.6 T11S, R24W. FD. BRASS CAP 1969 U.S.B.R.
N00°06'27"E 1335.46'[1] N00°06'27"E 1285.46'[2]
C514 [2] 112.20' [2] C515[2] 90.40' [2] R=900.40' L=277.63' D=17°40'00" [2]
C551 [2] 112.20' [2] C552[2] 90.40' [2]
COR. THIS SUBDIVISION C586 [2]
FD. REBAR ¼" W/LS16528 CAP
WEST-EAST MID SECTION LINE
COR. THIS SUBDIVISION C587[2]
COR. THIS SUBDIVISION
D=17°40'00" [2] R=955.40' L=294.59'
D=17°40'00" [2] R=1010.40' L=311.55'
EX. 110' CANAL R.O.W.
EX. 55' R.O.W.
EAST MAIN CANAL
713.00' [2]
A.P.N. 776-10-001
711.48' [2]
C100[2] 48.80 [2]
C517 [2]
C101[2] 48.80 [2]
C554 [2]
C102[2] 48.80 [2]
COR. THIS SUBDIVISION C589 [2]
COR. THIS SUBDIVISION
138.69'
SOUTH SECTION LINE
(BASIS OF BEARING)
N15°33'22"E 10.00'
N15°33'22"E 453.19'
241.19'
N12°29'22"E 141.43'
N08°35'30"E 120.64'
S00°01'12"E 106.77'
S47°05'59"E 140.87'
S64°09'04"E 102.58'
S00°01'12"E 90.06'
N00°01'34"W 2645.75'[2]
N89°39'09"W 2639.20'[2]
N89°58'48"E 1313.42'[2]
N89°58'48"E 1313.42'[1] 811.52'[1]
A.P.N. 776-19-002
23rd. STREET
N89°39'09"W 2639.20'[1]
N89°58'48"E 1313.42'[1&2]
N89°39'09"W 1319.60'[2]
SE COR. SEC.6 T11S, R24W. FD. 1½" PIPE 1' BELOW AC
N00°09'32"W 2654.22'[1] N00°09'32"W 2654.22'[2]
E¼ CORNER SEC.6 T11S, R24W. FD. B.C. IN H.H. 1920 GLO.
EAST SECTION LINE
10th. AVENUE
N00°29'45"E 1323.08'[1] N00°29'45"E 1323.08'[2]
N00°29'45"E 2646.16'[2]
BIENESTAR ESTATES No. 7A BOOK 18, PAGE 11, Y.C.R.
LAS QUINTAS DE SAN LUIS SUBDIVISION PHASE 2 BK 17, PG. 85, Y.C.R.
TORRES ST.
FD. BRASS CAP LS16528
866.78'[1]
462.48'[1]
S00°18'03"W 1329.26'
S00°18'03"W 1329.26'[1]
S00°18'03"W 1329.26'[2]
COR. THIS SUBDIVISION
NE CORNER SECTION 6 T11S, R24W. FD. PK. NAIL IN REDWOOD POST
N00°29'45"E 1323.08'[2] N00°29'45"E 1323.08'[1]
1322.42'[2]
N89°28'53"W 2644.84'[1]
N89°28'53"W 1322.42'[2]
RETENTION BASIN / PARK (TRACT "A")
NORTH SECTION LINE
456.10'
82.84'
80.00'
74.62'
77.16'
91.90'
122.53'
A.P.N.776-03-001
551.36' [2] 2635.62'[2]
606.43' [2]
S06°35'10"W 146.70'
20.00'
S06°23'12"W 162.41'
104.56'
92.94'
81.32'
57.90'
N26°55'36"E 117.43'
59.43'
S00°18'03"W 250.00'
S00°18'03"W 241.77'
S00°18'03"W 1157.52'
S00°18'03"W 463.07'
S00°18'03"W 473.07'
N06°43'22"E 850.27'
240.25'
N14°28'38"W 187.47'
N74°26'38"W 101.68'
N74°26'38"W 97.92'
N74°26'38"W 102.74'
S15°33'22"W 92.21'
S06°38'16"W 95.28'
S06°38'16"W 101.86'
S00°18'03"W 101.50'
S00°18'03"W 99.69'
S00°18'03"W 100.00'
S00°18'03"W 95.88'
N04°52'53"E 94.30'
N04°52'53"E 96.47'
N83°16'38"W 95.99'
N83°16'38"W 150.33'
N83°16'38"W 150.00'
N89°58'48"E 131.62'
N89°58'48"E 170.55'
N89°58'48"E 184.41'
N89°44'59"W 156.83'
N89°44'59"W 102.25'
N89°44'59"W 104.56'
N86°10'22"W 150.79'
N89°58'48"E 94.15'
N89°58'48"E 100.00'
N89°58'48"E 85.00'
N89°58'48"E 72.48'
N89°58'48"E 100.00'
N89°58'48"E 65.00'
N89°58'48"E 112.26'
N89°58'48"E 100.00'
N89°58'48"E 72.95'
N89°58'48"E 73.19'
N89°58'48"E 100.00'
N89°58'48"E 100.00'
N89°58'48"E 100.00

LAS QUINTAS DE SAN LUIS 2 SUBDIVISION

A SUBDIVISION OF PARCEL "B" OF THE BARKLEY LOT SPLIT No. 2 AS RECORDED IN BOOK __ OF PLATS, PAGE __ . Y.C.R.O. AND BEING A LOT SPLIT OF APN 776-03-001 OR GOVERNMENT LOT 2,
ALSO BEING THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 6, TOWNSHIP 11 SOUTH, RANGE 24 WEST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, YUMA COUNTY, ARIZONA
DATE: OCTOBER 2014 ACREAGE - 9.1978 AC

TENTATIVE PLAT



LEGEND

	CENTERLINE
	BOUNDARY LINE
	RIGHT OF WAY LINE
	EXISTING LOTS
	NEW PROPERTY LINE
	EXISTING CMU WALL
o	FOUND MONUMENT (TYPE AS SHOWN)
■	NEW STREET MONUMENT AS PER YUMA COUNTY STD. No. 4-080
●	NEW SUBDIVISION BOUNDARY MONUMENT PER YUMA COUNTY STD. No. 4-030
B.C.	INDICATES BRASS CAP
H.H.	INDICATE HAND HOLE
([1])	DATA REFER TO BARKLEY PROPERTY – SAN LUIS, BOUNDARY SURVEY CONDUCTED BY DAHL, ROBINS & ASSOCIATES, INC. PROJECT No. 07076 SIGNED BY JUAN N. LOMELI DATED JULY 24, 2007.
([2])	DATA REFER TO BARKLEY LOT SPLIT No. 2 AS RECORDED IN BOOK __ OF PLATS, PAGE __. Y.C.R.O., YUMA COUNTY, ARIZONA.
(1)	NEW LOT NUMBER
(1)	EXISTING LOT NUMBER
A.P.N.	ASSESSOR PARCEL NUMBER
Y.C.R.O.	YUMA COUNTY RECORDER'S OFFICE

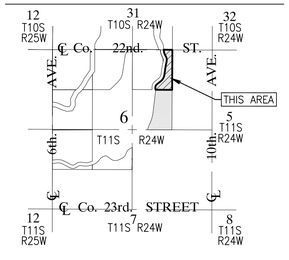
BASIS OF BEARING

THE EAST-WEST MID-SECTION LINE OF SECTION 6, T11S, R24W, G.&S.R.B.&M., YUMA COUNTY, ARIZONA.
BEARING N89°58'48"E

BENCHMARK

CHISELED "X" ON CONCRETE HEADWALL (EAST MAIN CANAL)
ELEVATION = 95.33 FEET.

VICINITY MAP



NOTE:

FOR MORE BOUNDARY INFORMATION REFER TO BARKLEY PROPERTY – SAN LUIS, BOUNDARY SURVEY CONDUCTED BY DAHL, ROBINS & ASSOCIATES, INC. PROJECT No. 07076. SIGNED BY JUAN N. LOMELI. DATED JULY 24, 2007.

OWNER

BARKLEY LIMITED AZ PARTNERSHIP
101 E. SECOND STREET
YUMA, ARIZONA 85364

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LAS QUINTAS DE SAN LUIS 2 SUBDIVISION

TENTATIVE PAVING & GRADING PLAN

SCALE: AS SHOWN	DESIGNED BY: NKE	CHECKED BY: NKE
DATE: OCT."14"	DRAWN BY: STAFF	JOB No. 14-015

EDAIS Engineering, Inc.
PLANNING-CIVIL-SURVEYING-ARCHITECTURAL
3075 S. Ave. 4E Yuma, Arizona 85365
(928) 344-3566 FAX (928) 341-1075
EMAIL: najeh@Edaisgroup.com

SHEET 2

SW CORNER SEC. 6 T11S, R24W.
FD. B.C. IN H.H.
1915 U.S.B.R.

N00°04'00"E 2621.11'[1]
N00°04'00"E 2621.11'[2]
N89°40'11"W 2645.72'[2]
N89°40'11"W 2645.71'[1]

W¼ CORNER SECTON 6 T11S, R24W. FD.
BRASS CAP 1972 U.S.B.R.

N89°58'48"E 2647.57'[1]
N89°58'48"E 2647.58'[2]

S¼ COR. SEC.6
T11S, R24W. FD.1½"
B.C. STEM IN H.H.

C¼ CORNER SEC.6 T11S, R24W.

N00°06'27"E 2637.29'[1]
N00°06'27"E 2637.29'[2]

℄ 6th. AVENUE

N00°06'27"E 1329.80'[1]
WEST SECTION LINE

N00°06'38"E 1329.80'[2]

N00°06'38"E 2659.35'[2]

NW CORNER SEC.6 T11S, R24W.
FD.BRASS CAP IN CONC.(NO STAMP)

N00°06'27"E 1335.46'[1]
N00°06'38"E 1329.55'[2]

N89°51'28"E 2647.52'[1]
N89°43'47"E 2647.48'[2]

N¼ CORNER SEC.6 T11S, R24W.
FD. BRASS CAP 1969 U.S.B.R.

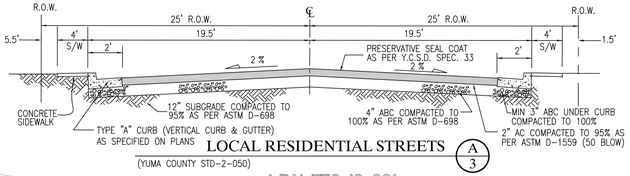
N89°51'28"E 2647.52'[1]

N00°06'27"E 1335.46'[1]
N00°06'27"E 1285.46'[2]

NORTH-SOUTH MID SECTION LINE

N00°06'27"E 1335.46'[1]

N00°06'27"E 1335.46'[2]



LOCAL RESIDENTIAL STREETS (A/3)

(YUMA COUNTY STD-2-050)

A.P.N. 776-10-001

EX. PAVED ROAD

EX. DIRT ROAD

EAST MAIN CANAL

EX. 55' R.O.W.

EX. 10' CANAL R.O.W.

WEST-EAST MID SECTION LINE

NEW CMU RETAINING WALL

SEE RETAINING WALL ENLARGEMENT DETAIL1

SOUTH SECTION LINE

RETENTION BASIN / PARK (TRACT "A")

NORTH SECTION LINE

℄ Co. 23rd. STREET

℄ Co. 22nd. STREET

A.P.N. 776-19-002

A.P.N. 776-03-001

TORRES ST.

EX. BARRICADE

SEE RETAINING WALL ENLARGEMENT DETAIL 2

SE COR. SEC.6
T11S, R24W.
FD. 1½" PIPE 1' BELOW AC

N00°09'32"W 2654.22'[1]
N00°09'32"W 2654.22'[2]

E¼ CORNER SEC.6
T11S, R24W.
FD. B.C. IN H.H. 1920 GLO.

EAST SECTION LINE

℄ 10th. AVENUE

N00°29'45"E 1323.08'[1]
N00°29'45"E 2646.16'[2]
N00°29'45"E 1323.08'[2]

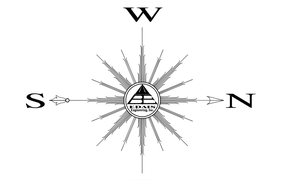
BIENESTAR ESTATES No. 7A
BOOK 18, PAGE 11, Y.C.R.

LAS QUINTAS DE SAN LUIS
SUBDIVISION PHASE 2
BK 17, PG. 85, Y.C.R.

FD. BRASS CAP LS16528

NE CORNER SECTION 6
T11S, R24W.
FD. PK. NAIL IN REDWOOD POST

N00°29'45"E 1323.08'[2]
N00°29'45"E 1323.08'[1]



SCALE: 1"=60'

LEGEND

- CENTERLINE
- BOUNDARY LINE
- EXISTING LOTS
- EXISTING CMU WALL
- EXISTING DIRT ROAD
- EXISTING ASPHALT
- NEW CMU WALL
- FOUND MONUMENT (TYPE AS SHOWN)
- B.C. INDICATES BRASS CAP
- H.H. INDICATE HAND HOLE
- T.O.W. INDICATE TOP OF WALL ELEVATION
- T.F. INDICATE TOP OF FOOTING ELEVATION
- ([1]) DATA REFER TO BARKLEY PROPERTY – SAN LUIS, BOUNDARY SURVEY CONDUCTED BY DAHL, ROBINS & ASSOCIATES, INC. PROJECT No. 07076 SIGNED BY JUAN N. LOMELI DATED JULY 24, 2007.
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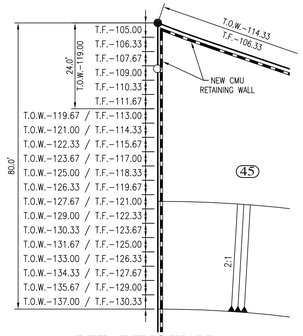
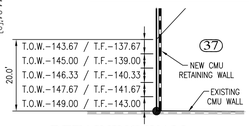
- (135.0) EXISTING NATURAL SOIL ELEVATION
- (A-90.00) EXISTING ASPHALT ELEVATION
- (RD-103.20) EXISTING ROAD ELEVATION
- (C-135.50) (G-135.17) EXISTING CURB & GUTTER ELEVATION
- (SW-135.52) EXISTING SIDEWALK ELEVATION
- (CRN-106.86) EXISTING CROWN ELEVATION
- 120 CONTOUR LINE
- EXISTING LOT NUMBER
- A.P.N. ASSESSOR PARCEL NUMBER
- Y.C.R. YUMA COUNTY RECORDER



RETAINING WALL ENLARGEMENT DETAIL 1



RETAINING WALL ENLARGEMENT DETAIL 2

OWNER

BARKLEY LIMITED AZ PARTNERSHIP
101 E. SECOND STREET
YUMA, ARIZONA 85364

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LAS QUINTAS DE SAN LUIS 2 SUBDIVISION

TENTATIVE PAVING & GRADING PLAN

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EMAIL: najeh@Edaisgroup.com

SHEET 3

CALL TWO WORKING DAYS BEFORE YOU DIG
263-1100
1-800-STAKE-IT
(OUTSIDE MARICOPA COUNTY)

W¼ CORNER SECTON 6 T11S, R24W. FD. BRASS CAP 1972 U.S.B.R.
N00°06'27"E 1329.80'[1]
N00°06'38"E 1329.80'[2]
N89°58'48"E 2647.57'[1]
N89°58'48"E 2647.58'[2]
C¼ CORNER SEC.6 T11S, R24W.
N00°06'27"E 1335.46'[1]
N00°06'27"E 1335.46'[2]
WEST SECTION LINE
℄ 6th. AVENUE
N00°06'38"E 2659.35'[2]
N00°06'27"E 1335.46'[1] N00°06'38"E 1329.55'[2]
NW CORNER SEC.6 T11S, R24W. FD.BRASS CAP IN CONC.(NO STAMP)
N89°43'47"E 2647.48'[2]
N89°51'28"E 2647.52'[1]
N¼ CORNER SEC.6 T11S, R24W. FD. BRASS CAP 1969 U.S.B.R.
N89°51'28"E 2647.52'[1]
N89°51'28"E 2647.52'[2]
N00°06'27"E 2670.92'[2]
N00°06'27"E 1335.46'[1] N00°06'27"E 1285.46'[2]
NORTH-SOUTH MID SECTION LINE
WEST-EAST MID SECTION LINE
NORTH SECTION LINE
EAST SECTION LINE
SOUTH SECTION LINE SEC. 31, T10S R24W T10S R24W
N89°58'48"E 2626.84'[2]
N89°58'48"E 1313.42'[2]
N89°58'48"E 1313.42'[1]
N89°58'48"E 2626.84'[1]
N89°58'48"E

RETENTION BASIN #1 / PARK (TRACT "A")
RETENTION BASIN #2 (TRACT "B")
SEE ENLARGEMENT DETAIL 4
RETENTION BASIN #1 (TRACT "A")
RETENTION BASIN #1 (TRACT "B")
RETENTION BASIN #2 (TRACT "B")
H.W.E.–109.15 F.G.–106.15
NEW CMU RETAINING WALL
EX. DIRT ROAD
MAIN CANAL
EAST STREET
Co. 22nd. STREET
SEE RETAINING WALL ENLARGEMENT DETAIL1
SEE RETAINING WALL ENLARGEMENT DETAIL 2
SEE ENLARGEMENT DETAIL 3
A.P.N.776-11-001
TORRES ST.
A.P.N. 776-03-001
NET ACREAGE: 9.20 ACRES
GROSS ACREAGE: 11.06 ACRES
A.P.N. 776-01-015
EX. BLOCK WALL
FD. ½" REBAR "LS 22767"
FD.½ REBAR "LS 22767"
NEW-IRR-PIPE
NEW CURB & GUTTER
NEW SLOPE
NEW IRON FENCE
NEW CMU RETAINING WALL
MATCH EXISTING GRADE
TOP OF CURB AS PER PLAN
FINISH GRADE AS PER PLAN
EXISTING WALL
VARIES
(6" MIN.)
FG.-127.0
FG.-128.0
FG.-130.0
FG.-129.0
FG.-129.1
FG.-129.2
FG.-129.3
FG.-129.4
FG.-129.5
FG.-128.5
FG.-124.5
FG.-126.5
FG.-127.5
T.O.W.–114.33 T.F.–106.33
T.O.W.–125.0 T.F.–105.67
T.O.W.–125.0 T.F.–105.00
T.O.W.–125.0 T.F.–110.33
T.O.W.–117.0 T.F.–109.00
T.O.W.–112.33 T.F.–104.33
T.O.W.–112.33 T.F.–105.67
T.O.W.–124.30 T.F.–117.67
T.O.W.–116.33 T.F.–108.33
T.O.W.–115.67 T.F.–107.67
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T.O.W. 125.0 T.F.–105.00
T.O.W.–125.0 T.F.–104.33
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T.O.W.–125.0 T.F.–106.33
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T.O.W.–125.0 T.F.–107.67
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T.O.W.–125.0 T.F.–110.33
T.O.W.–125.0 T.F.–111.0
T.O.W.–125.0 T.F.–111.33
T.O.W.–125.0 F.G.–125.0
T.O.W.–124.30 T.F.–117.67
T.F.–105.67 / T.O.W.–112.33
T.F.–107.00 / T.O.W.–113.67
T.F.–108.33 / T.O.W.–115.00
T.F.–109.67 / T.O.W.–116.33
T.F.–111.00 / T.O.W.–117.67
T.F.–112.33 / T.O.W.–119.00
T.F.–113.67 / T.O.W.–120.33
T.F.–115.00 / T.O.W.–121.67
T.F.–116.33 / T.O.W.–123.00
T.F.–117.67 / T.O.W.–124.30
T.F.–115.00
T.F.–116.33
T.F.–117.67
T.F.–119.00
T.F.–120.33
T.F.–121.00
T.F.–122.33
T.F.–117.00
T.F.–117.67
T.F.–118.33
T.F.–119.00
T.F.–119.67
T.F.–120.33
T.F.–121.00
T.F.–121.67
RETENTION BASIN #1 (TRACT "A")
RETENTION BASIN #1 (TRACT "B")
RETENTION BASIN #2 (TRACT "B")
RETAINING WALL ENLARGEMENT DETAIL 1
RETAINING WALL ENLARGEMENT DETAIL 2
RETAINING WALL ENLARGEMENT DETAIL 3
RETENTION BASIN ENLARGEMENT DETAIL 4
LAS QUINTAS DE SAN LUIS SUBDIVISION PHASE 2 BK 17, PG. 85, Y.C.R.
LAS QUINTAS DE SAN LUIS SUBDIVISION PHASE 1 BK 17, PG. 84, Y.C.R.
BENCHMARK
CHISELED "X" ON CONC. HEADWALL ELEVATION – 95.33 FEET.
BENCHMARK
CHISELED "X" ON CONCRETE HEADWALL (EAST MAIN CANAL)
ELEVATION – 95.33 FEET.
E¼ CORNER SEC.6 T11S, R24W. FD. B.C. IN H.H. 1920 GLO.
N00°29'45"E 1323.08'[2]
N00°29'45"E 1323.08'[1]
N00°29'45"E 2646.16'[2]
10th. AVENUE
N00°29'45"E 1323.08'[1]
N00°29'45"E 1323.08'[2]
NE CORNER SECTION 6 T11S, R24W. FD. PK. NAIL IN REDWOOD POST
BENCHMARK
CHISELED "X" ON CONC. HEADWALL ELEVATION – 95.33 FEET.
CALL TWO WORKING DAYS BEFORE YOU DIG
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1-800-STAKE-IT
(OUTSIDE MARICOPA COUNTY)
```

## DRAINAGE REPORT

I. RAINFALL CALCULATIONS

DRAINAGE AREA #1
DRAINAGE AREA = 26.85 AC
RAINFALL INTENSITY (1) = 1.22 IN 1 HR.
PEAK RATE RUNOFF (C) = 0.43
Q= (26.85)(0.43)(1.22) = 14.09 CFS.
TOTAL RAINFALL= (7200)(14.09)= 101,428 CF

DRAINAGE AREA #2
DRAINAGE AREA = 2.05 AC
RAINFALL INTENSITY (1) = 1.22 IN 1 HR.
PEAK RATE RUNOFF (C) = 0.43
Q= (2.05)(0.43)(1.22) = 1.08 CFS.
TOTAL RAINFALL= (7200)(1.08)= 7,744 CF

II. STORAGE VOLUME PROVIDED:

RETENTION BASIN #1 (TRACT "A"):
TOP AREA : 66,635 SF
BOTTOM AREA : 46,382 SF
DEPTH = 4 FT
STORAGE VOLUME PROVIDED =
( 66,635 + 46,382 ) 4 / 2 = 226,034 CF
FACTOR OF SAFETY = 226,034 = 2.23 ∴ OK
101,428

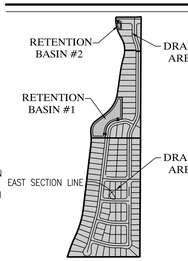
RETENTION BASIN #2 (TRACT "B"):
TOP AREA : 4,738 SF
BOTTOM AREA : 1,867 SF
DEPTH = 3 FT
STORAGE VOLUME PROVIDED =
( 4,738 + 1,867 ) 3 / 2 = 9,908 CF
FACTOR OF SAFETY = 9,908 = 1.28 ∴ OK
7,744

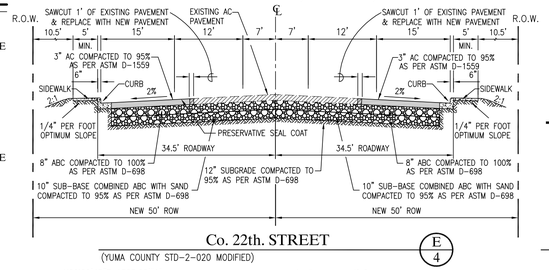
2.– THERE IS NO OFF SITE STORMWATER ENTERING THE SITE AND ALL STORMWATER GENERATED BY THE SITE WILL BE STORED ON SITE.

3.– THIS PROJECT IS LOCATED IN FLOOD ZONE "B" AS DETERMINED BY THE FIRM MAPS.

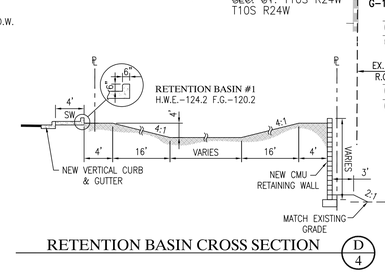
4.– THE ON–SITE SOIL AS CLASSIFIED AS SUPERSTITION SAND AS DETERMINED BY THE SOIL CONSERVATION SERVICE MAPS FOR YUMA–WELTON AREA WITH HIGH PERCOLATION RATE. NO PONDING OF WATER IS ANTICIPATED DUE THE SOIL CONDITION. CONSERVATION SERVICE MAPS FOR YUMA–WELTON AREA WITH HIGH PERCOLATION RATE.

## DRAINAGE MAP




Co. 22th. STREET
(YUMA COUNTY STD–2–020 MODIFIED) E 4




RETENTION BASIN CROSS SECTION D 4

## LEGEND

SCALE: 1"=60'

- CENTERLINE
- BOUNDARY LINE
- EXISTING LOTS
- EXISTING CMU WALL
- EXISTING DIRT ROAD
- EXISTING ASPHALT
- NEW CMU WALL
- ○ FOUND MONUMENT (TYPE AS SHOWN)
- B.C. INDICATES BRASS CAP
- H.H. INDICATE HAND HOLE
- T.O.W. INDICATE TOP OF WALL ELEVATION
- T.F. INDICATE TOP OF FOOTING ELEVATION
- ( [1] ) DATA REFER TO BARKLEY PROPERTY – SAN LUIS, BOUNDARY SURVEY CONDUCTED BY DAHL, ROBINS & ASSOCIATES, INC. PROJECT No. 07076 SIGNED BY JUAN N. LOMELI DATED JULY 24, 2007.
- ( [2] ) DATA REFER TO BARKLEY LOT SPLIT No. 2 AS RECORDED IN BOOK __ OF PLATS, PAGE __. Y.C.R.O., YUMA COUNTY, ARIZONA.
- (133.0) EXISTING NATURAL SOIL ELEVATION
- (A–90.00) EXISTING ASPHALT ELEVATION
- (RD–103.20) EXISTING ROAD ELEVATION
- (C–135.50) (G–135.17) EXISTING CURB & GUTTER ELEVATION
- (SW–135.52) EXISTING SIDEWALK ELEVATION
- (CRN–106.86) EXISTING CROWN ELEVATION
- 120 EXISTING CONTOUR LINE
- (67) EXISTING LOT NUMBER
- A.P.N. ASSESSOR PARCEL NUMBER
- Y.C.R. YUMA COUNTY RECORDER
- A–122.50 NEW ASPHALT ELEVATION
- C–135.50 G–135.17 NEW CURB & GUTTER ELEVATION
- 0.2% NEW SLOPE

WEST SIDE LOTS CROSS SECTION A 4

EAST SIDE LOTS CROSS SECTION B 4

EAST SIDE CROSS SECTION C 4

## OWNER

*BARKLEY LIMITED AZ PARTNERSHIP*
101 E. SECOND STREET
YUMA, ARIZONA 85364

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# LAS QUINTAS DE SAN LUIS 2 SUBDIVISION

## *TENTATIVE PAVING & GRADING PLAN*

| | | |
|---|---|---|
| SCALE: AS SHOWN | DESIGNED BY: NKE | CHECKED BY: NKE |
| DATE: OCT.'14" | DRAWN BY: STAFF | JOB No. 14–015 |

EDAIS Engineering, Inc.
PLANNING–CIVIL–SURVEYING–ARCHITECTURE
3075 S. Ave. 4E Yuma, Arizona 85365
(928) 344–3566 FAX (928) 341–1075
EMAIL: najeh@Edaisgroup.com

SHEET 4
```

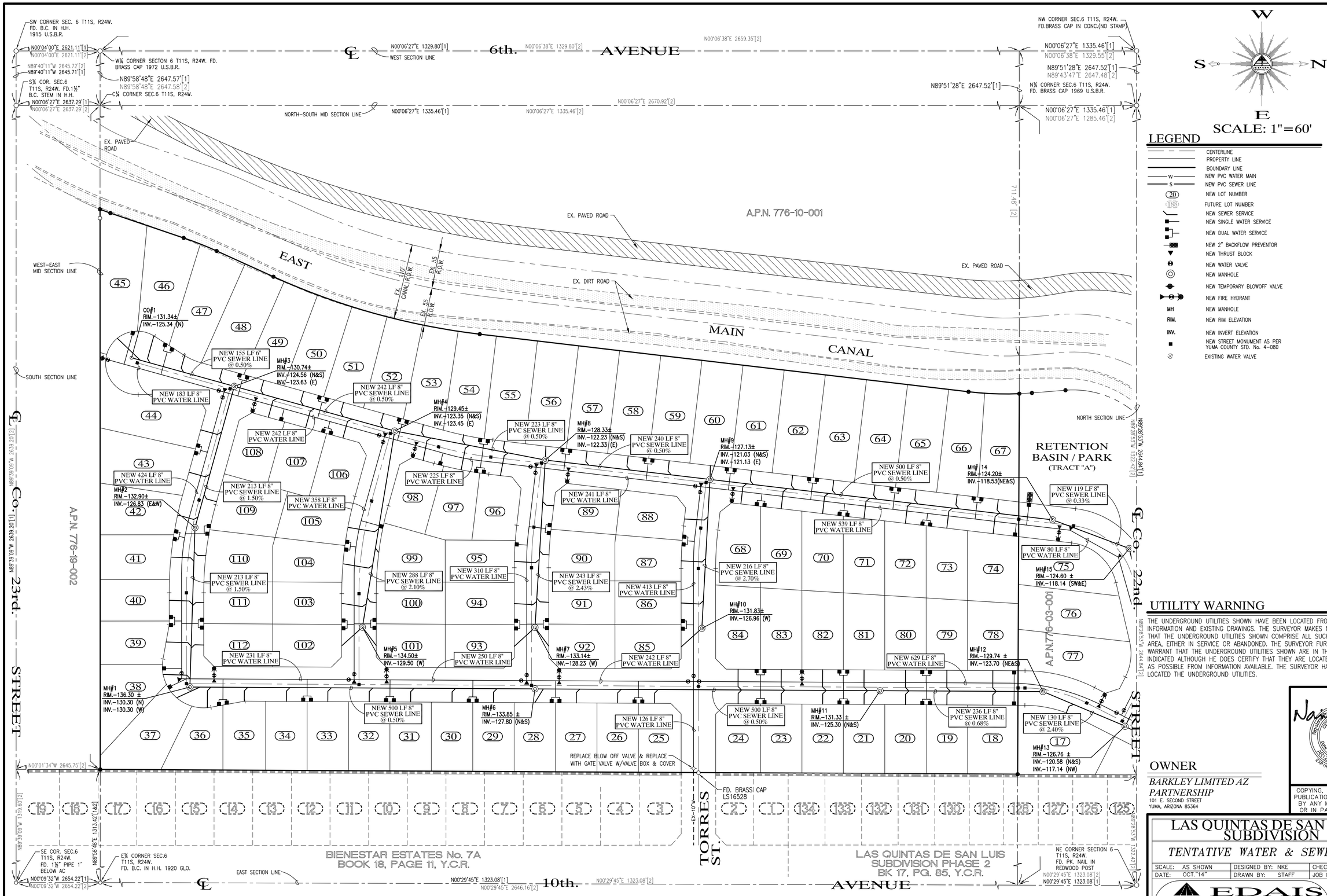

LEGEND

- CENTERLINE
- PROPERTY LINE
- BOUNDARY LINE
- W — NEW PVC WATER MAIN
- S — NEW PVC SEWER LINE
- (20) NEW LOT NUMBER
- (188) FUTURE LOT NUMBER
- NEW SEWER SERVICE
- NEW SINGLE WATER SERVICE
- NEW DUAL WATER SERVICE
- NEW 2" BACKFLOW PREVENTOR
- NEW THRUST BLOCK
- NEW WATER VALVE
- NEW MANHOLE
- NEW TEMPORARY BLOWOFF VALVE
- NEW FIRE HYDRANT
- MH — NEW MANHOLE
- RIM. — NEW RIM ELEVATION
- INV. — NEW INVERT ELEVATION
- NEW STREET MONUMENT AS PER YUMA COUNTY STD. No. 4-080
- EXISTING WATER VALVE

UTILITY WARNING

THE UNDERGROUND UTILITIES SHOWN HAVE BEEN LOCATED FROM FIELD SURVEY INFORMATION AND EXISTING DRAWINGS. THE SURVEYOR MAKES NO GUARANTEE THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED ALTHOUGH HE DOES CERTIFY THAT THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM INFORMATION AVAILABLE. THE SURVEYOR HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES.

Registered Land Surveyor
26844
NAJEH K. EDAIS
Date Signed 10/15/14
ARIZONA, U.S.A.
EXPIRES 3/31/15

OWNER

BARKLEY LIMITED AZ PARTNERSHIP
101 E. SECOND STREET
YUMA, ARIZONA 85364

COPYING, REPRODUCTION, OR PUBLICATION OF THESE PLANS BY ANY METHOD, IN WHOLE OR IN PART IS PROHIBITED

LAS QUINTAS DE SAN LUIS 2 SUBDIVISION

TENTATIVE WATER & SEWER PLAN

SCALE: AS SHOWN	DESIGNED BY: NKE	CHECKED BY: NKE	
DATE: OCT."14"	DRAWN BY: STAFF	JOB No. 14-015	

EDAIS Engineering, Inc.
PLANNING · CIVIL · SURVEYING · ARCHITECTURAL
3075 S. Ave. 4E Yuma, Arizona 85365
(928) 344-3566 FAX (928) 341-1075
EMAIL: najeh@Edaisgroup.com

SHEET 5

W¼ CORNER SECTON 6 T11S, R24W. FD. BRASS CAP 1972 U.S.B.R.
N00°06'27"E 1329.80'[1]
N00°06'38"E 1329.80'[2]
N89°58'48"E 2647.57'[1]
N89°58'48"E 2647.58'[2]
C¼ CORNER SEC.6 T11S, R24W.
N00°06'27"E 1335.46'[1]
N00°06'27"E 1335.46'[2]
WEST SECTION LINE
℄ 6th. AVENUE
N89°51'28"E 2647.52'[1]
N89°51'28"E 2647.52'[2]
NORTH-SOUTH MID SECTION LINE
N00°06'38"E 2659.35'[2]
N00°06'27"E 1335.46'[1] N00°06'38"E 1329.55'[2]
N00°06'27"E 2670.92'[2]
N00°06'27"E 1335.46'[1] N00°06'27"E 1285.46'[2]
NW CORNER SEC.6 T11S, R24W. FD.BRASS CAP IN CONC.(NO STAMP)
N89°43'47"E 2647.48'[2]
N89°51'28"E 2647.52'[1]
N¼ CORNER SEC.6 T11S, R24W. FD. BRASS CAP 1969 U.S.B.R.
N89°28'35"W 2644.84'[1]
NORTH SECTION LINE
Co. 22nd ST.
EX. 60'± R.O.W.
EX.12"-W
EX. DIRT ROAD
WEST-EAST MID SECTION LINE
EAST
RETENTION BASIN #1 / PARK (TRACT "A")
MAIN CANAL
EX. DIRT ROAD
EX. DIRT ROAD
TORRES ST.
N89°58'48"E 2626.84'[1]
N89°58'48"E 1313.42'[2]
N89°58'48"E 1313.42'[1]
66 67 73 74 75 76 77 78 79 16 15 14 13 12 11 10 9 8 7 6 5 4 3 2 1 17 18 19
NEW 500 LF 8" PVC SEWER LINE @ 0.50%
MH# 14 RIM.-124.20 ± INV.-118.53 (NE&S)
NEW 119 LF 8" PVC SEWER LINE @ 0.33%
MH#15 RIM.-124.60± INV.-118.14 (SW&E)
NEW 539 LF 8" PVC WATER LINE
NEW 80 LF 8" PVC WATER LINE
NEW 173 LF 8" PVC SEWER LINE @ 0.33%
NEW 159 LF 8" PVC WATER LINE
MH#12 RIM.-129.74 ± INV.-123.70 (NE&S)
NEW 629 LF 8" PVC WATER LINE
MH#16 RIM.-125.18 ± INV.-117.57 (SW) INV.-117.47 (SE)
NEW 86 LF 8" PVC WATER LINE
NEW 100 LF 8" PVC SEWER LINE @ 0.33%
NEW 236 LF 8" PVC SEWER LINE @ 0.68%
NEW 130 LF 8" PVC SEWER LINE @ 2.40%
MH#13 RIM.-126.76 ± INV.-120.58 (NE&S) INV.-117.14 (NW)
NEW 101 LF 8" PVC SEWER LINE @ 0.53%
NEW 700 LF 8" PVC WATER LINE
NEW 138 LF 8" PVC WATER LINE
NEW 205 LF 8" PVC WATER LINE
MH#20 RIM.-124.92 ± INV.-116.98 (N&SE)
NEW 71 LF 8" PVC SEWER LINE @ 0.33%
NEW 184 LF 8" PVC WATER LINE
MH# 22 RIM.-124.40 ± INV.-116.32 (E) (INV.-111.40 N)
(EX. MH) (RIM.-110.39 ±) (INV.-87.25 W) (INV.-87.08 E) (INV.-105.05 E)
(EX. MH) (RIM.-117.60 ±) (INV.-111.16 N) (INV.-111.15 S) (INV.-111.20 W) (INV.-111.04 E)
MH#21 RIM.-122.35 ± INV.-116.55 (S&W)
NEW 130 LF 8" PVC SEWER LINE @ 0.33%
NEW 156 LF 8" PVC SEWER LINE @ 0.33%
NEW 500 LF 8" PVC SEWER LINE @ 0.33%
MH#17 RIM.-127.22 ± INV.-120.04 (N&SW)
MH#18 RIM.-128.44 ± INV.-118.39 (N&S)
NEW 270 LF 8" PVC SEWER LINE @ 0.33%
MH#19 RIM.-127.94 ± INV.-117.50 (NW&S)
130 129 128 127 126 125 124 123 122 121 120 119 118 57 58 59 60 61 62 63 64 65 66 67
LAS QUINTAS DE SAN LUIS SUBDIVISION PHASE 2 BK 17, PG. 85, Y.C.R.
LAS QUINTAS DE SAN LUIS SUBDIVISION PHASE 1 BK 17, PG. 84, Y.C.R.
68
SOUTH SECTION LINE SEC. 31 T10S R24W
69
EX. 50' R.O.W.
EX. 100' R.O.W.
N89°28'35"W 2644.84'[2]
E¼ CORNER SEC.6 T11S, R24W. FD. B.C. IN H.H. 1920 GLO.
N00°29'45"E 1323.08'[2]
N00°29'45"E 1323.08'[1]
℄ 10th. AVENUE
N00°29'45"E 1323.08'[1]
N00°29'45"E 1323.08'[2]
N00°29'45"E 2646.16'[2]
NE CORNER SECTION 6 T11S, R24W. FD. PK. NAIL IN REDWOOD POST

W
S N
E
SCALE: 1"=60'

LEGEND

- CENTERLINE
- PROPERTY LINE
- BOUNDARY LINE
- W — NEW PVC WATER MAIN
- S — NEW PVC SEWER LINE
- (20) NEW LOT NUMBER
- (188) FUTURE LOT NUMBER
- NEW SEWER SERVICE
- NEW SINGLE WATER SERVICE
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OWNER

BARKLEY LIMITED AZ PARTNERSHIP
101 E. SECOND STREET
YUMA, ARIZONA 85364

Registered Professional Engineer
26844
NAJEH K. EDAIS
Date Signed 10/15/14
ARIZONA, U.S.A.
EXPIRES 3/31/15

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LAS QUINTAS DE SAN LUIS 2 SUBDIVISION

TENTATIVE WATER & SEWER PLAN

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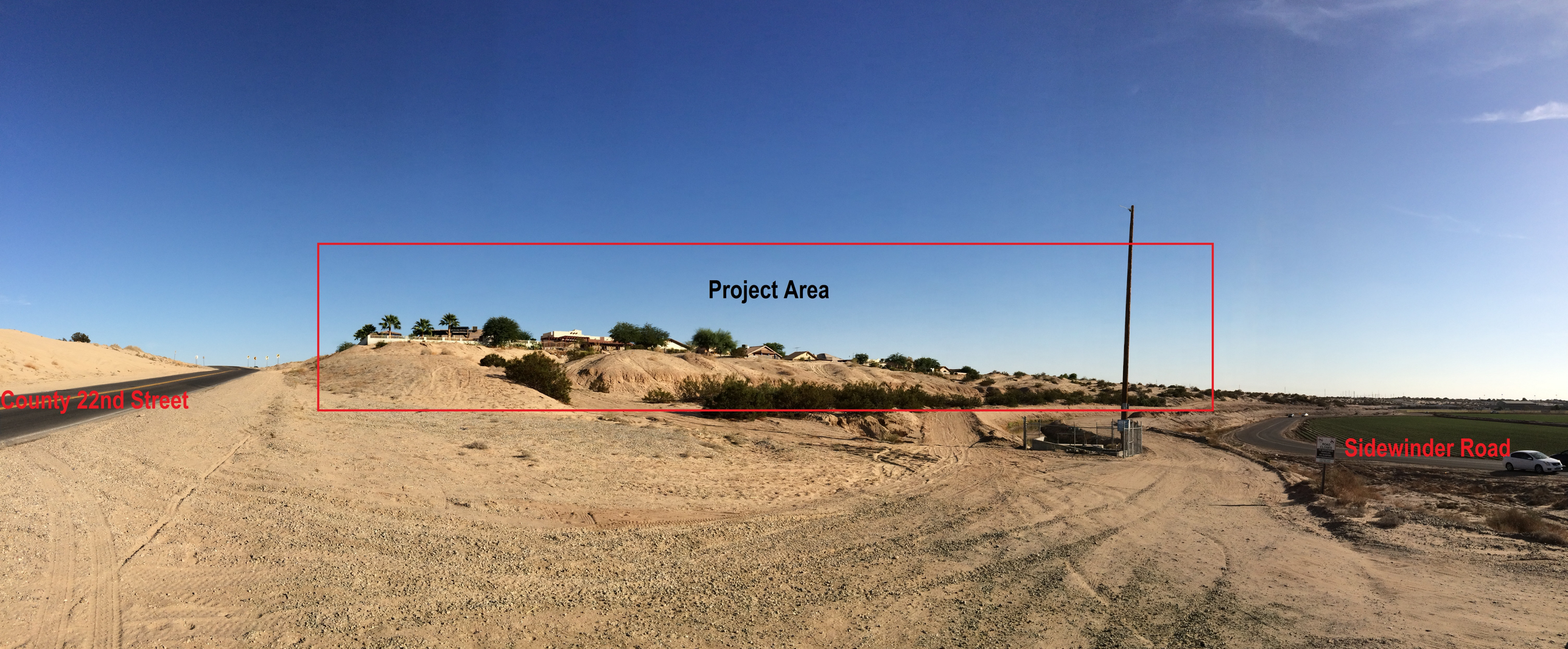
EDAIS Engineering, Inc.
PLANNING-CIVIL-SURVEYING-ARCHITECTURAL
3075 S. Ave. 4E Yuma, Arizona 85365
(928) 344-3566 FAX (928) 341-1075
EMAIL: najeh@Edaisgroup.com

SHEET 6


Project Area
County 22nd Street
Sidewinder Road

Jose A. Guzman

From: Nieves G Riedel <ngriedel@hotmail.com>
Sent: Wednesday, April 06, 2016 3:09 PM
To: Jose A. Guzman
Subject: Re: Las Quintas De San Luis II- Development Agreement

Hello Jose the name of Robert K .Barkley should be removed he is not the owner any more,Riedel Holdings it's the owner we pay for the land already .
Pg.3 item 3.1 I will like to have that removed that it's a lot of interest for 2 story houses
What I will like to do its to have it modified that lot 1 to 16 will not have 2 story houses
If we can have this done it will be good.
If you have any questions please call me at 928-627-9385

Sent from my iPad. Thank you Nieves

On Apr 6, 2016, at 2:04 PM, Jose A. Guzman <jaguzman@cityofsanluis.org> wrote:

> Here it is. Sorry about that.
>
> Jose
>
> ---
>
> **From:** Nieves G Riedel [mailto:ngriedel@hotmail.com]
> **Sent:** Wednesday, April 06, 2016 2:03 PM
> **To:** Jose A. Guzman
> **Subject:** Re: Las Quintas De San Luis II- Development Agreement
>
> Jose I can not open can you send it again please
>
> Sent from my iPad. Nieves
>
> On Apr 6, 2016, at 1:58 PM, Jose A. Guzman <jaguzman@cityofsanluis.org> wrote:
>
> > Good afternoon,
> >
> > Please find attached the Development Agreement that was previously agreed on for the proposed subdivision, Las Quintas De San Luis II. Please let me know if you have any comments or changes you want to proposed so it can be presented to the Planning and Zoning Commission on the staff report.
> >
> > Let me know if you have any questions. Thank you,
> >
> > **JOSE ANTONIO GUZMAN**
> > ASSISTANT PLANNER
> > **CITY OF SAN LUIS**
> > 1090 East Union Street | P.O. Box 3750 | San Luis, AZ 85349
> > P: (928) 341-8563 Ext. 2014 | Direct Line: (928) 314-9114
> > jaguzman@cityofsanluis.org | www.cityofsanluis.org
> >
> > <image002.png>

<Draft Dev Agreement #1 Rezone#2014-0112.pdf>

Jose A. Guzman

From: Roman Pacheco
Sent: Monday, March 07, 2016 7:09 AM
To: John Starkey; Jose A. Guzman
Subject: FW: Request for Comments for Rezoning Case No. 2016-065 Las Quintas De San Luis 2

FYI

From: YCWUA Planning [mailto:planning@ycwua.org]
Sent: Monday, March 7, 2016 6:34 AM
To: Roman Pacheco <RPacheco@cityofsanluis.org>; John Starkey <JStarkey@cityofsanluis.org>
Cc: planning@ycwua.org
Subject: Re: Request for Comments for Rezoning Case No. 2016-065 Las Quintas De San Luis 2

Good Morning,

As far as subject development, a 1' Non-Access Easement needs to be added to lots 1-12 & 45 - 67 including Tract "A" to the side adjacent to the East Main Canal rights-of-way. Also, Masonry fencing should be added to separate between the canal and the development, no gates allowed.

Please, provide a full set of plans for further review.

Thanks,

Omar P.
Omar Peñuñuri
Yuma County Water Users' Association
On 3/3/2016 5:48 PM, Roman Pacheco wrote:

> Good Evening-
>
> Please find attached request for comment form, location map, picture of project area, and site plan for your review. If you have any questions concerning this request, please contact the office of Development Services.
>
> Thanks.

Roman Pacheco
Planning Technician
Development Services Department
City of San Luis
1090 E. Union Street | P.O. Box 3750
San Luis, Arizona 85349
928.341.8563 Ext. 2047
928.341.8599 Fax
www.cityofsanluis.org

This email has been checked for viruses by Avast antivirus software.
www.avast.com

March 3, 2016

REZONING CASE NUMBER: 2016-065

CASE SUMMARY: A request by Edais Engineering, Inc., on behalf of (Nieves Riedel) Riedel Construction, Inc., owner, to rezone 27.58 acres, more or less, form Rural Area Residential (RA-10) to Medium Density Residential (R1-6) zoning district. Assessor parcel ID # 776-11-001 and Assessor parcel ID #776-03-003 located South of County 22nd Street between the Main Canal and Las Quintas Subdivision. The purpose of the zone change is to allow for the building of a future subdivision to be called Las Quintas de San Luis II.

A Citizen Review Meeting has been scheduled on the 5th day of April, 2016 at 6:00 p.m. at the San Luis City Hall Council Chambers, 1090 E. Union Street, San Luis, Arizona, in order to give interested parties an opportunity to meet with the applicant to have questions answered and express any issues or concerns prior to any public hearing.

PUBLIC HEARING: April 12, 2016

COMMENTS DUE: March 21, 2016

Your comments on this case will help us prepare an accurate and timely staff report. Your comments on this case will be inserted "as is" into the staff report with your name, department, and telephone number, should the applicant have any questions. Your comments are a public record and will be available to the public, media, and the applicant, in addition to the Commission hearing this case. Please complete the section below and return via e-mail. For additional information please contact me at 341-8563, extension 2012, or at Jstarkey@cityofsanluis.org

Thank you,

John Starkey
Zoning Administrator
Attachment: Location Map, Picture of Project Area and Site Plan

---

☑ COMMENTS ☐ NO COMMENTS

Enter Comments *below*:
The City of San Luis Fire Department has no comments at this time, but reserves the right to comment upon subsequent submittals.

Date:
03/03/16

Agency:
City of San Luis Fire Department

Phone:
928/341-8550

Return to: Jstarkey@cityofsanluis.org

AGENDA ITEM REVIEW FORM

Regular City Council Meeting **6. H.**

Meeting Date: 04/27/2016

Department Head: John Starkey, Building Safety Director, Building & Safety

Submitted By: Jose A. Guzman, Assistant Planner, Development Services

Action Requested: Motion
Ordinance - 1st Reading
Public Hearing

ITEM:

Public hearing followed by discussion and possible action on any and all matters regarding Rezoning Case No. 2016-066, and First Reading of Ordinance No. 352. 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 approximately 29 acres located on the southwest corner of Avenue E 1/2 and County 23 1/2 Street from Medium-High Density (R-2) to Medium Density Residential (R1-6); repealing any conflicting provisions; and providing for severability. **(John Starkey, Zoning Administrator)**

A. Open public hearing
B. Close public hearing
C. Action on First Reading of Ordinance No.352 by title only

SUMMARY:

A request by Vega & Vega Engineering, PLC, on on behalf of Comite De Bienestar, owner, to rezone 29 acres from Medium-High Density Residential (R-2) to Medium Density Residential (R1-6) zoning district. The area to to be rezoned is Assessor parcel ID #777-54-243.

The subject property is located in the east mesa of the City of San Luis. Bienestar 9A Phase 1 is located to the west of the proposed rezoning; it is zoned as Medium-High Density (R-2) and is developed as single family dwelling units. Property to the east and south are also zoned as Medium-High Density (R-2) and is undeveloped land. Property to the north is part of Yuma County and is undeveloped land.

GENERAL PLAN:
This area is designated as Neighborhood in the City of San Luis 2020 General Plan. The activities proposed will be consistent with that designation (Chapter 2, Page 19-20). The Neighborhood Land Use designation allows all types of residential development.

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

1. City of San Luis Fire Department (3-3-16)
2. Yuma County Airport Authority (3-9-16)

As required by State Statue, staff sent notification letters to property owners within 300 feet of the proposed project (55 letters). The City has not received any other significant concerns or objections from the various review agencies or adjacent property owners.

CITIZEN REVIEW:

As required by State statue (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 1, 2016.

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.

About three people showed up to the Citizen Review Meeting regarding this rezoning. The main question was the sequence of construction for the lots. The property owners of adjacent lots were worried that with the movement of land, desert animals will go into their property.

ANALYSIS:
The preliminary plat for Bienestar Estates 9A Phase 1 and Phase 2 were approved at the same time back in 2007. Phase 1 was developed but not Phase 2. As per Section 5.1-2 of the City of San Luis Subdivision Regulations the Phase 2 preliminary plat approval expired in 2010, "If the sub-divider fails to record a final plat for any phase of the preliminary plat within three (3) years, or any succeeding phase within three (3) years of the previous phase, the preliminary plat approval will expire unless the subdivider applies for an receives an extension from either the Commission or the City Council."

In an effort to alleviate the demand for bigger houses even from people interested in the self-help affordable homes, the City Council approved Ordinance No. 347, an ordinance to set up the minimum lot size to 6,000 square feet for new subdivisions.

The reason for the rezoning request is that the property is zoned as Medium-High Density (R-2) which does not allow construction of single detached dwellings. The appropriate zoning for the construction of this subdivision is the requested, Medium Density Residential (R1-6) zoning district.

PLANNING AND ZONING COMMISSION MEETING:
The Planning and Zoning Commission held a public hearing for this item on their regular meeting of April 12, 2016. Two people from the public expressed their concern regarding desert animals, especially snakes, moving to their properties. The developer mentioned that during construction they could install a temporary protective fence, but once the infrastructure is developed, the fence would be removed.

The Commission recommended approval of the rezoning request.

CITY COUNCIL WORK SESSION
A City Council Work Session was held on April 20, 2016. There was discussion about whether this subdivision had a pre-existing development agreement. The applicant indicated that there was one for the entire 400 acres but not for this smaller portion of the subdivision. Staff will research if there are any pre-existing agreements or conditions that will affect this application.

The applicant has provided the information and materials necessary for staff to make a recommendation of the Rezoning Request.

Staff recommends APPROVAL of First Reading of Ordinance No. 352 by title only. Rezoning Case No. 2016-066 to rezone 29 acres from Medium-High Density (R-2) to Medium Density Residential (R1-6) zoning district and amending the zoning map to conform thereto.

The reason for approval is that the request meets the criteria of the City of San Luis Zoning Ordinance and is consistent with the City of San Luis 2020 General Plan.

RECOMMENDATION / SUGGESTED MOTION:

A. I MOVE TO OPEN PUBLIC HEARING.
B. I MOVE TO CLOSE PUBLIC HEARING.
C. I MOVE TO APPROVE THE FIRST READING OF ORDINANCE NO. 352 BY TITLE ONLY.

Supporting information not attached to the Agenda Item Review Form:

Supporting documents are attached

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

N/A

Attachments

Ordinance No. 352
Location Map
Picture of Location
Tentative Plat
Fire Department Comments (3-3-16)
Yuma County Airport Authority Comments (3-9-16)

OFFICE OF THE
MAYOR
CITY OF SAN LUIS

Ordinance

NO. 352

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 APPROXIMATELY 29 ACRES LOCATED ON THE SOUTHWEST CORNER OF AVENUE E ½ AND COUNTY 23 ½ STREET FROM MEDIUM-HIGH DENSITY (R-2) TO MEDIUM DENSITY RESIDENTIAL (R1-6); 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 29 acres of real property located on Assessor Parcel ID # 777-54-243; 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 Property more fully described as

10 Township: 11S Range: 24W E 964.22 FT OF NE4 SW4 & N 30FT OF E 300 FT PER EXC ON 200610901

Section 3: 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 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 of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this ordinance or said reference regulations.

PASSED AND ADOPTED by the Mayor and Council of the City of San Luis, Arizona, this _____ day of _____, 2016.

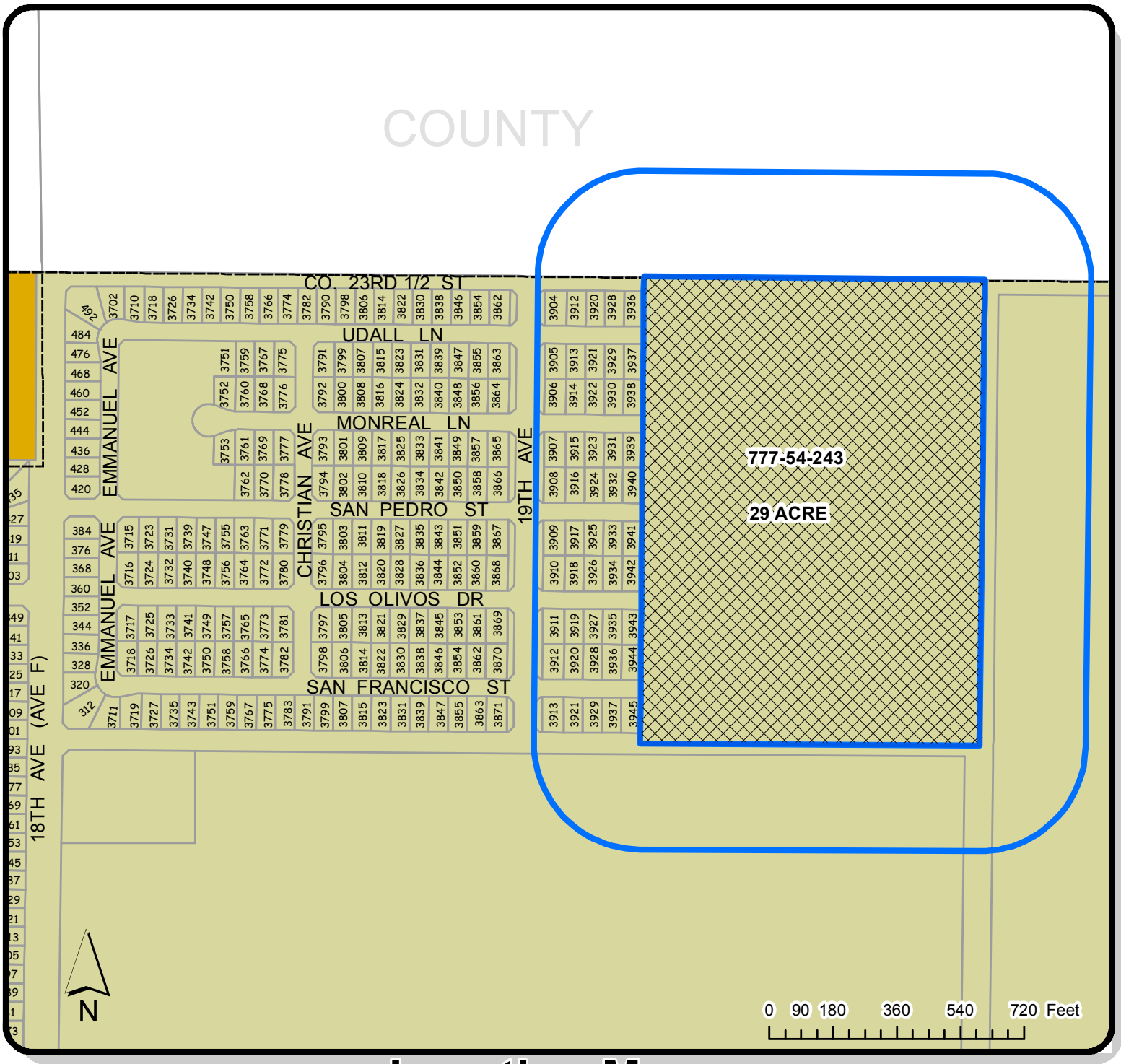
_____
Gerardo Sanchez, Mayor

ATTEST:

_____
Sonia Cornelio, City Clerk

APPROVED AS TO FORM:

_____
Kay Marion Macuil, City Attorney



Location Map

REZONING

PROPOSED LOCATION
PARCEL:77754243
REZONING FROM R-2 to R1-6

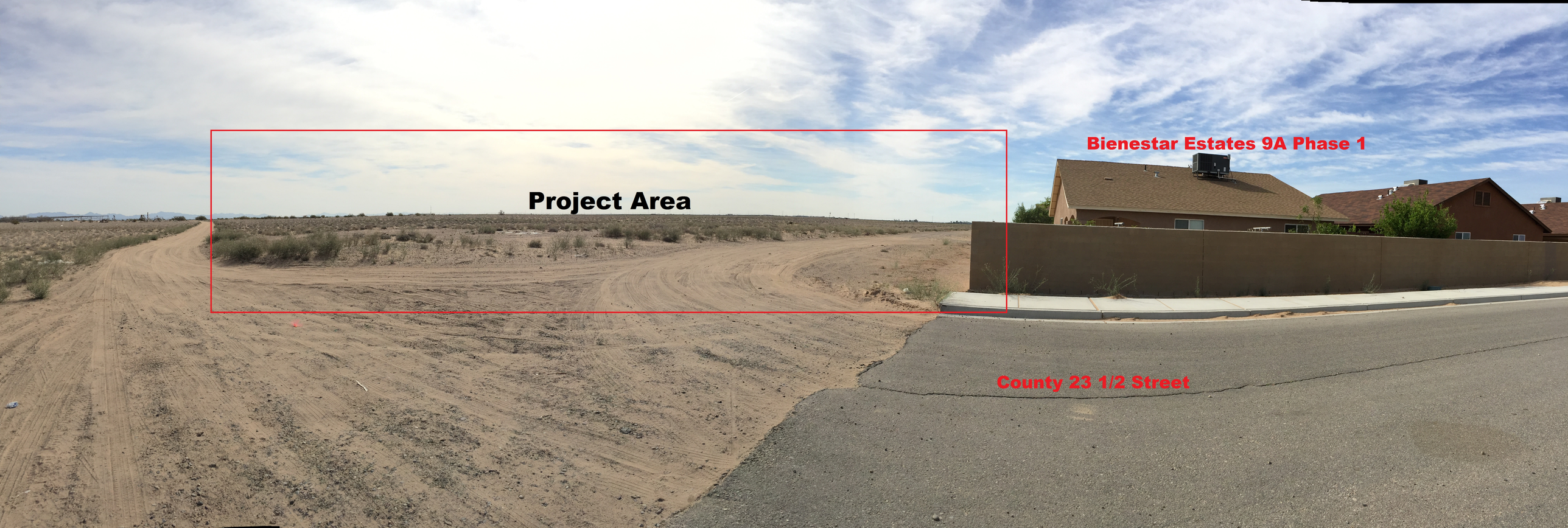
300 ft Notification Buffer

Legend

MULTIPLE RESIDENCE ZONING DISTRICTS

- R-2
- R-3

Date:	IT	Prepared By:	Case No.
3/3/2016	GIS DIVISION	IG	2016-066
Checked By:		**APPROVED BY:**	


Project Area
Bienestar Estates 9A Phase 1
County 23 1/2 Street

BIENESTAR ESTATES 9A - PHASE 2

INDEX:

Cover Sheet — 0
Preliminary Plat — 1 OF 1
Preliminary Paving and Grading Plan — 1
Street Sections — 2
Preliminary Water and Sewer Plan — 3

GENERAL CONSTRUCTION NOTES:

1. THE LOCATION OF UTILITIES IS APPROXIMATE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE LOCATION OF EXISTING UTILITIES PRIOR TO CONSTRUCTION. UTILITIES SHOWN HERE ARE FOR THE PURPOSE OF ASSISTING THE CONTRACTOR IN LOCATING SAID UTILITIES. THE CONTRACTOR IN ACCORDANCE WITH ARIZONA STATUTES SHALL CONTACT THE ARIZONA BLUE STAKE CENTER (1-800-782-53485) AT LEAST 48 HOURS MIN. PRIOR TO THE BEGINNING OF CONSTRUCTION AND OBTAIN ON-SITE UTILITIES LOCATIONS. CONFLICTS SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER AND SHALL BE RESOLVED PRIOR TO PROCEEDING WITH CONSTRUCTION. ANY DAMAGED TO A UTILITY SHALL BE REPAIRED AT THE CONTRACTOR EXPENSE.
2. ALL CITY REQUIRED COMPACTION AND LABORATORY TESTS SHALL BE FURNISHED BY THE CONTRACTOR TO THE CITY PRIOR TO ACCEPTANCE OF THE PROJECT.
3. THE CONTRACTOR SHALL GUARANTEED ALL MATERIALS AND WORKMANSHIP FOR TWO YEARS AFTER THE FINAL ACCEPTANCE. ANY DEFECTIVE MATERIAL OR WORKMANSHIP SHALL BE REPLACED AND/OR REPAIRED PRIOR TO FINAL ACCEPTANCE.
4. ALL ROAD SURFACES, EASEMENTS OR RIGHT OF WAYS DISTURBED BY CONSTRUCTION OF ANY PART OF THIS IMPROVEMENTS ARE TO BE RESTORED COMPLETELY BY THE CONTRACTOR TO THE BEFORE CONSTRUCTION CONDITION OR BETTER.
5. DURING CONSTRUCTION, THE DEVELOPER/OWNER IS SOLELY RESPONSIBLE FOR INSURING THE PROPER FUNCTIONING OF THE EROSION AND SEDIMENT CONTROL MEASURES. THE DEVELOPER/OWNER SHALL TAKE WHATEVER MEASURES ARE REQUIRED TO INSURE THAT NO SEDIMENT LEAVES THE SITE.
6. REFER TO SHEETS 1 OF 1 OF FINAL PLAT FOR ALL CORRECT DIMENSIONS.
7. SEE SUBDIVISION PLAT FOR ALL BOUNDARY INFORMATION AND DIMENSIONS; DO NOT SCALE.
8. ALL MATERIALS AND CONSTRUCTION HEREON SHALL CONFORM TO YUMA COUNTY, AS ADOPTED BY THE CITY , STANDARD SPECIFICATIONS AND CONSTRUCTION STANDARDS UNLESS OTHERWISE SHOWN ON THESE PLANS.
9. THE ENGINEER MAKES NO REPRESENTATION OR GUARANTEE REGARDING EARTHWORK QUANTITIES OR THAT THE EARTHWORK FOR THIS PROJECT WILL BALANCE DUE TO VARIOUS FIELD CONDITIONS, CHANGING SOIL TYPES, ALLOWABLE CONSTRUCTION TOLERANCES AND CONSTRUCTION METHODS THAT ARE BEYOND THE CONTROL OF THE ENGINEER.
10. NO STREET, WATER, SEWER AND IMPROVEMENTS TO BE ACCEPTED BY THE CITY OF SAN LUIS, FOR MAINTENANCE UNTIL "AS-BUILT", CERTIFIED. REPRODUCIBLE PLANS ARE FILED WITH AND ACCEPTED BY THE CITY OF SAN LUIS PUBLIC WORKS DIRECTION.

OWNER OF RECORD:

SAM GROUP INVESTMENT PARTNERSHIP
10602 S. CAMINO DEL SOL
YUMA, AZ., 85367

BASIS OF BEARING

THE EAST-WEST MID-SECTION LINE OF SECTION 10, T11S, R24W, G.&S.R.B.&M., YUMA COUNTY, ARIZONA (BEING THIS LINE THE CENTERLINE OF Co. 23½ STREET), AS SHOWN ON BORDER RANCHES SUBDIVISION, AS RECORDED IN BOOK 27 OF PLATS, PAGES 9 & 10, YUMA COUNTY RECORDERS OFFICE, YUMA COUNTY ARIZONA.
BEARING S89°59'23"W

BENCHMARK

TOP OF ½" REBAR WITH RLS 16528
LOCATED AT THE C¼ OF SEC. 10,
T11S, R24W, G.&S.R.B.&M.
LOCATED AT THE INTERSECTION OF
AVENUE E½ AND Co. 23½ STREET.

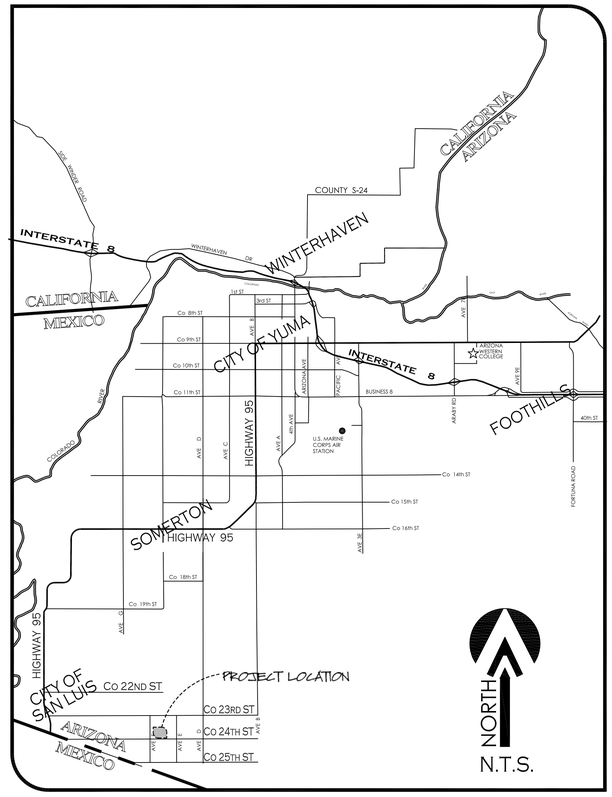
ELEVATION: 160.99 FEET

ENGINEER:

VEGA & VEGA ENGINEERING, PLC
1846 S. 8th Avenue 928-329-0000 Tel
Yuma, Az. 85364 928-247-6232 Fax
www.vegaNvega.com

LEGEND

- INDICATES BOUNDARY LINE
- INDICATES CENTERLINE
- INDICATES EASEMENT LINE
- INDICATES RIGHT-OF-WAY LINE
- 257 — NEW LOT NUMBER
- ● — NEW YUMA COUNTY STD. DETAIL No. 4-030 SUB'D BOUNDARY MONUMENT
- ■ — NEW YUMA COUNTY STD. DETAIL No. 4-080 STREET MONUMENT
- ○ — EXISTING MONUMENT (TYPE AS SHOWN)
- INDICATES EX. ASPHALT PAVEMENT
- 161 — INDICATES CONTOURS ELEVATION
- (165.91') — INDICATES EX. NATURAL SOIL ELEVATION
- INDICATES NEW SIDE WALK
- INDICATES NEW ASPHALT PAVEMENT
- A-161.90 — INDICATES NEW ASPHALT ELEVATION
- —NEW—PVC—S— INDICATES NEW SANITARY SEWER LINE
- NEW SEWER STUB
- NEW SEWER MANHOLE
- NEW 4" PVC SEWER SERVICE
- —NEW—PVC—W— INDICATES NEW WATER LINE
- NEW SINGLE WATER SERVICE
- NEW WATER VALVE
- NEW FIRE HYDRANT
- NEW TEMPORARY BLOWOFF VALVE



VICINITY MAP
N.T.S.

CALL TWO WORKING DAYS BEFORE YOU DIG
1-800-STAKE-IT

1846 S. 8th AVENUE 928-329-0000 TEL
YUMA, AZ. 85364 928-247-6232 FAX
VniV@vegaNvega.com
VEGA & VEGA ENGINEERING PLC

Cover Sheet
BIENESTAR ESTATES 9A
PHASE 2

Registered Professional Engineer (Civil)
CERTIFICATE NO.
50476
Vianey R. Vega
Date Signed 03-23-16
ARIZONA U.S.A.
EXPIRES 12-31-16

Notes:

Scale: N.T.S.	Date: MAR. 2016
Drawn: Staff	Job #: VnV16-200
Checked: Vna	

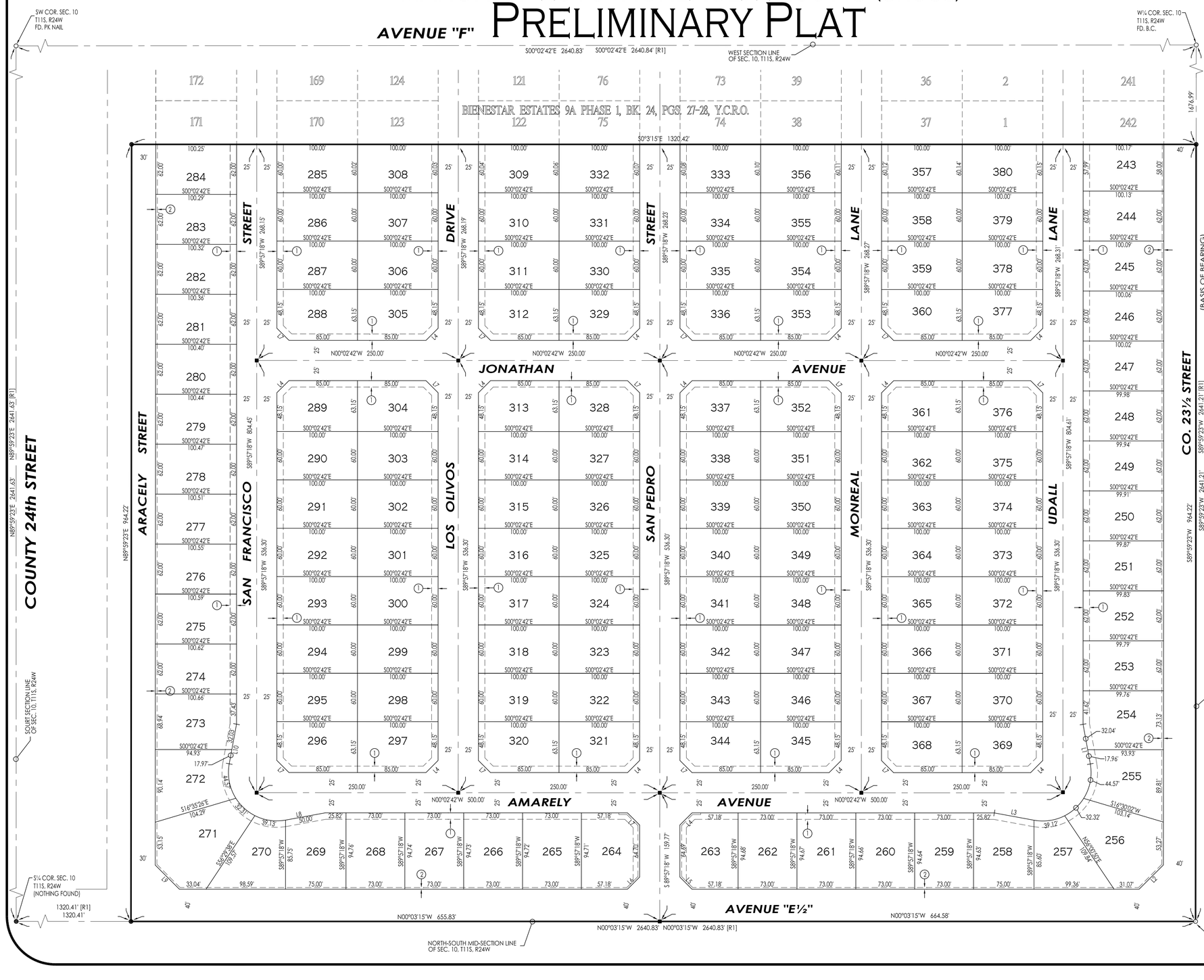
Sheet
0

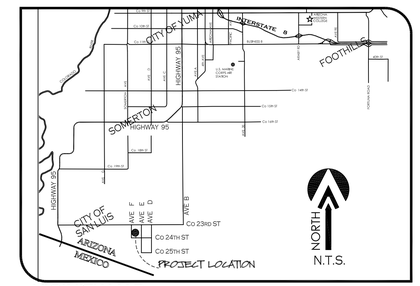
BIENESTAR ESTATES 9A- PHASE 2

A SUBDIVISION OF THE NE¼ OF THE SW¼ OF SECTION 10, T11S, R24W, G.&S.R.B.&M., YUMA COUNTY, ARIZONA.

MARCH OF 2016 ACREAGE: 29.00 AC (GROSS)

PRELIMINARY PLAT





VICINITY MAP

LINE DATA

LINE NUMBER	BEARING	LENGHT (FEET)
L1	N79°33'58"E	50.00'
L2	N45°01'56"W	42.44'
L3	S10°20'38"W	50.00'
L4	S45°02'42"E	21.21'
L5	S44°57'01"W	21.21'
L6	S45°02'59"E	21.21'
L7	S44°57'18"W	21.21'
L8	S10°26'02"E	50.00'
L9	N44°58'04"E	42.41'
L10	N79°39'22"W	50.00'

NORTH

SCALE: 1"=60'

OWNER OF RECORD:

SAM GROUP INVESTMENT PARTNERSHIP
10602 S. CAMINO DEL SOL
YUMA, AZ., 85367

BASIS OF BEARING

THE EAST-WEST MID-SECTION LINE OF SECTION 10, T11S, R24W, G.&S.R.B.&M., YUMA COUNTY, ARIZONA (BEING THIS LINE THE CENTERLINE OF Co. 23½ STREET), AS SHOWN ON BORDER RANCHES SUBDIVISION, AS RECORDED IN BOOK 27 OF PLATS, PAGES 9 & 10, YUMA COUNTY RECORDERS OFFICE, YUMA COUNTY ARIZONA.

BEARING S89°59'23"W

KEYNOTES

(1) NEW 8' UTILITY EASEMENT

(2) EX. 1' NON-ACCESS EASEMENT TO BE ABANDONED UPON RECORDATION OF THIS PLAT

NOTE

- PROPERTY CORNERS TO BE MARKED BY 1/2" DIAMETER REBAR TAGGED WITH CAP L.S. 16528
- PROJECT ZONING: R-1-6

ELABORATED BY:

VNV16-200

VEGA & VEGA ENGINEERING, PLC
1846 S. 8th Avenue 928-329-0000 Tel
Yuma, Az. 85364 928-247-6232 Fax
www.vegaNvega.com

LEGEND

———	INDICATES BOUNDARY LINE
— · — · —	INDICATES CENTERLINE
— — — —	INDICATES EASEMENT LINE
11	NEW LOT NUMBER
●	NEW YUMA COUNTY STD. DETAIL No. 4-030 SUB'D BOUNDARY MONUMENT
■	NEW YUMA COUNTY STD. DETAIL No. 4-080 STREET MONUMENT
○	EXISTING MONUMENT (TYPE AS SHOWN)
B.C.	INDICATES BRASS CAP
Y.C.R.	INDICATES YUMA COUNTY RECORDERS
G.L.O.	INDICATES GENERAL LAND OFFICE
N.A.E.	INDICATES NON ACCESS EASEMENT
[M]	INDICATES MEASURED DATA
[R1]	DATA REFERS TO BIENESTAR ESTATES 9A - PHASE 1, AS RECORDED IN BOOK 24, PAGES 27 & 28, Y.C.R.

IMPROVEMENTS

- WATER BY CITY OF SAN LUIS
- SEWER BY CITY OF SAN LUIS
- ELECTRICITY BY ARIZONA PUBLIC SERVICE
- TELEPHONE BY CENTURY LINK
- FIRE PROTECTION BY CITY OF SAN LUIS
- REFUSE COLLECTION BY CITY OF SAN LUIS FOR RESIDENTIAL (SINGLE FAMILY PROPERTIES ONLY) FOR COMMERCIAL AND MULTIFAMILY PROPERTIES BY A PRIVATE REFUSE COLLECTION COMPANY
- 8' UTILITY AND CABLE TV EASMENT WILL BE PROVIDED AT THE FRONT OF EACH LOT

LAND SURVEYOR'S CERTIFICATE:

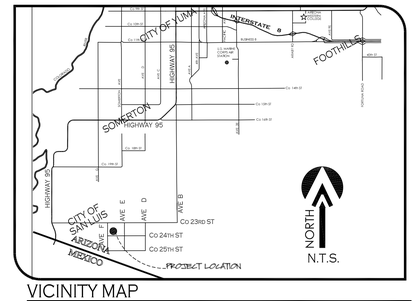
I HEREBY CERTIFY THAT I AM A LAND SURVEYOR LISTED ON THE ROSTER OF ACTIVE REGISTRANTS BY THE STATE BOARD OF TECHNICAL REGISTRATION OF ARIZONA AND THAT THIS MAP CONSISTING OF ONE (1) SHEET CORRECTLY REPRESENTS A SURVEY MADE UNDER MY SUPERVISION DURING MARCH OF 2016 THAT ALL MONUMENTS SHOWN HEREON ACTUALLY EXIST AND THEIR POSITIONS ARE CORRECTLY SHOWN, OR WILL BE IN PLACE WITHIN ONE YEAR FROM RECORDATION OF THIS MAP. THE MONUMENTS WILL BE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED. THE SURVEY IS TRUE AND COMPLETE AS SHOWN. ALL DISTANCES ARE SHOWN IN FEET AND DECIMALS PARTS.

REGISTERED LAND SURVEYOR 16528 JOHN C. ENGLISH II Date Signed 03-22-16 ARIZONA, U.S.A. EXPIRES 9/30/17

BY: JOHN C. ENGLISH II R.L.S. No. 16528

LOT AREAS TABLE:

LOT #	AREA (SF)	LOT #	AREA (SF)	LOT #	AREA (SF)	LOT #	AREA (SF)	LOT #	AREA (SF)	LOT #	AREA (SF)	LOT #	AREA (SF)
243	5808.05 SF.	263	6609.34 SF.	283	6218.90 SF.	303	6,000.00 SF.	323	6,000.00 SF.	343	6,000.00 SF.	363	6,000.00 SF.
244	6207.00 SF.	264	6610.74 SF.	284	6217.37 SF.	304	6,202.50 SF.	324	6,000.00 SF.	344	6,202.50 SF.	364	6,000.00 SF.
245	6204.66 SF.	265	6914.22 SF.	285	6000.80 SF.	305	6,202.50 SF.	325	6,000.00 SF.	345	6,202.50 SF.	365	6,000.00 SF.
246	6202.33 SF.	266	6915.06 SF.	286	6000.00 SF.	306	6,000.00 SF.	326	6,000.00 SF.	346	6,000.00 SF.	366	6,000.00 SF.
247	6200.00 SF.	267	6915.91 SF.	287	6000.00 SF.	307	6,000.00 SF.	327	6,000.00 SF.	347	6,000.00 SF.	367	6,000.00 SF.
248	6197.66 SF.	268	6916.76 SF.	288	6,202.50 SF.	308	6002.39 SF.	328	6,202.50 SF.	348	6,000.00 SF.	368	6202.50 SF.
249	6195.33 SF.	269	6885.43 SF.	289	6,202.50 SF.	309	6004.78 SF.	329	6,202.50 SF.	349	6,000.00 SF.	369	6202.50 SF.
250	6192.99 SF.	270	6050.14 SF.	290	6,000.00 SF.	310	6,000.00 SF.	330	6,000.00 SF.	350	6,000.00 SF.	370	6,000.00 SF.
251	6190.66 SF.	271	8943.30 SF.	291	6,000.00 SF.	311	6,000.00 SF.	331	6,000.00 SF.	351	6,000.00 SF.	371	6,000.00 SF.
252	6188.33 SF.	272	7111.81 SF.	292	6,000.00 SF.	312	6,202.50 SF.	332	6006.38 SF.	352	6,202.50 SF.	372	6,000.00 SF.
253	6185.99 SF.	273	6849.57 SF.	293	6,000.00 SF.	313	6,202.50 SF.	333	6008.77 SF.	353	6,202.50 SF.	373	6,000.00 SF.
254	7202.92 SF.	274	6239.87 SF.	294	6,000.00 SF.	314	6,000.00 SF.	334	6,000.00 SF.	354	6,000.00 SF.	374	6,000.00 SF.
255	7017.40 SF.	275	6237.54 SF.	295	6,000.00 SF.	315	6,000.00 SF.	335	6,000.00 SF.	355	6,000.00 SF.	375	6,000.00 SF.
256	8795.54 SF.	276	6235.21 SF.	296	6,202.50 SF.	316	6000.00 SF.	336	6,202.50 SF.	356	6010.37 SF.	376	6,202.50 SF.
257	6074.04 SF.	277	6232.88 SF.	297	6,202.50 SF.	317	6,000.00 SF.	337	6,202.50 SF.	357	6012.76 SF.	377	6,202.50 SF.
258	6875.23 SF.	278	6230.55 SF.	298	6,000.00 SF.	318	6,000.00 SF.	338	6,000.00 SF.	358	6,000.00 SF.	378	6,000.00 SF.
259	6908.55 SF.	279	6228.22 SF.	299	6,000.00 SF.	319	6,000.00 SF.	339	6,000.00 SF.	359	6,000.00 SF.	379	6,000.00 SF.
260	6909.40 SF.	280	6225.89 SF.	300	6,000.00 SF.	320	6,202.50 SF.	340	6,000.00 SF.	360	6,202.50 SF.	380	6014.35 SF.
261	6910.25 SF.	281	6223.56 SF.	301	6,000.00 SF.	321	6,202.50 SF.	341	6,000.00 SF.	361	6,202.50 SF.		
262	6911.10 SF.	282	6221.23 SF.	302	6,000.00 SF.	322	6,000.00 SF.	342	6,000.00 SF.	362	6,000.00 SF.		



VICINITY MAP

NORTH

SCALE: 1"=60'

LEGEND

- INDICATES EX. ASPHALT PAVEMENT
- INDICATES EX. CONCRETE
- INDICATES BOUNDARY LINE
- INDICATES CENTERLINE
- INDICATES RIGHT-OF-WAY LINE
- INDICATES EX. FENCE
- INDICATES EX. CMU WALL
- E(OH) — INDICATES EX. ELECTRICAL OVERHEAD LINE
- EX. 6"-PVC-W — INDICATES EX. WATER LINE
- EX. 8"-PVC-S — INDICATES EX. SEWER LINE
- GAS — INDICATES EX. GAS LINE
- INDICATES NEW ASPHALT PAVEMENT
- INDICATES NEW CONCRETE
- INDICATES NEW CMU WALL
- NEW YUMA COUNTY STD. DETAIL No. 4-030 SUB'D BOUNDARY MONUMENT
- NEW YUMA COUNTY STD. DETAIL No. 4-080 STREET MONUMENT
- O — EXISTING MONUMENT (TYPE AS SHOWN)
- B.C. — INDICATES BRASS CAP
- Y.C.R. — INDICATES YUMA COUNTY RECORDERS
- PP — INDICATES EXISTING POWER POLE
- [C] — INDICATES CALCULATED DATA
- [M] — INDICATES MEASURED DATA
- [E] — INDICATES EXISTING ELECTRICAL BOX
- POLE — INDICATES EXISTING POLE
- GM — INDICATES EXISTING GAS METER
- PP — INDICATES EXISTING POWER POLE
- GW — INDICATES EXISTING GUY WIRE
- INDICATES EXISTING STREET SIGN
- MH — INDICATES EXISTING MANHOLE
- FH — INDICATES EXISTING FIRE HYDRANT
- WM — INDICATES EXISTING WATER METER
- WV — INDICATES EXISTING WATER VALVE
- (C-160.55) — INDICATES EX. CURB ELEVATION
- (SW-160.56) — INDICATES EX. SIDEWALK ELEVATION
- (A-160.50) — INDICATES EX. ASPHALT ELEVATION
- (T160.51) — INDICATES EX. NATURAL SOIL ELEVATION
- A-161.02 — INDICATES NEW ASPHALT ELEVATION

DRAINAGE NOTE

DRAINAGE STORMWATER RUNOFF WILL BE STORED IN EXISTING RETENTION BASIN LOCATED NORTHEAST INTERSECTION OF SAN PEDRO STREET AND EMMANUEL AVENUE AS SHOWN IN DRAINAGE REPORT FOR BIENESTAR ESTATES 9A PHASE 1 SUBDIVISION, APPROVED IN XX-XX-XX

BENCHMARK

TOP OF ½" REBAR WITH RLS 16528 LOCATED AT THE C¼ OF SEC. 10, T11S, R24W, G.&S.R.B.&M. LOCATED AT THE INTERSECTION OF AVENUE E½ AND Co. 23½ STREET.

ELEVATION: 160.99 FEET

CALL TWO WORKING DAYS BEFORE YOU DIG
1-800-STAKE-IT

VEGA & VEGA ENGINEERING PLLC
1846 S. 8th AVENUE
YUMA, AZ. 85364
928-329-0000 TEL
928-247-6232 FAX
VnV@vegaandvega.com

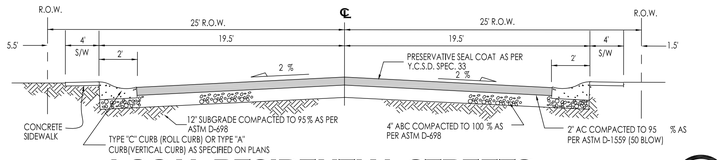
Preliminary Paving & Grading Plan
BIENESTAR ESTATES 9A PHASE 2

REGISTERED PROFESSIONAL ENGINEER CERTIFICATE NO. 50476 Vianey R. Vega Date Signed 03-31-16 ARIZONA, U.S.A. EXPIRES: 12-31-16

Notes:

Scale: N.T.S.	Date: MAR. 2016
Drawn: Staff	Job #: VnV16-200
Checked: Vna	

Sheet 1

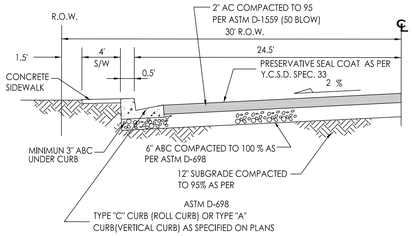


LOCAL RESIDENTIAL STREETS

A/2

NTS

(YUMA COUNTY STD-2-050)

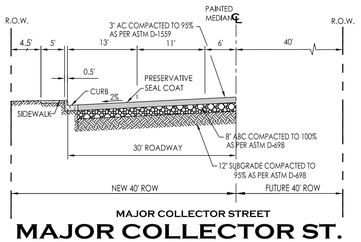


RESIDENTIAL COLLECTOR

B/2

NTS

(YUMA COUNTY STD-2-050)



MAJOR COLLECTOR ST.

C/2

NTS

(YUMA COUNTY STD-2-030)

VEGA & VEGA ENGINEERING PLC
1846 S. 8th AVENUE YUMA, AZ. 85364
928-329-0000 TEL
928-247-6232 FAX
VnV@vegaandvega.com

Street Sections
BIENESTAR ESTATES 9A
PHASE 2

Professional Engineer Seal
CERTIFICATE NO.
50476
Vianey R.
Vega
Date Signed 03-31-16
Arizona, U.S.A.
EXPIRES 12-31-16

Notes:

Scale: N.T.S.	Date: MAR. 2016
Drawn: Staff	Job #: VnV16-200
Checked: Vna	

Sheet
2

NORTH

SCALE: 1"=60'

BIENESTAR ESTATES 9A PHASE 1, BK. 12, PGS. 27-28, Y.C.R.O.

NEW 325 LF 10" PVC C-900 WATER LINE

NEW 632 LF 10" PVC C-900 WATER LINE

NEW 642 LF 10" PVC C-900 WATER LINE

NEW 665 LF 10" PVC C-900 WATER LINE

NEW 273 LF 8" PVC C-900 WATER LINE

NEW 537 LF 8" PVC C-900 WATER LINE

NEW 323 LF 10" PVC C-900 WATER LINE

NEW 380 LF 8" PVC SEWER LINE @ 0.33 %

NEW 250 LF 8" PVC C-900 WATER LINE

NEW 250 LF 8" PVC SEWER LINE @ 0.33 %

NEW 146 LF 10" PVC SEWER LINE @ 0.25 %

JONATHAN AVENUE

AMARELY AVENUE

AVENUE "E½"

ARACELY STREET

FRANCISCO STREET

SAN OLIVOS DRIVE

SAN PEDRO STREET

MONREAL LANE

UDALL LANE

CO. 23½ STREET

LEGEND

- 163 — INDICATES EX. CONTOURS ELEVATION
- EX.—6"—PVC—W— INDICATES EX. WATER LINE
- EX.—8"—PVC—S— INDICATES EX. SEWER LINE
- GAS — INDICATES EX. GAS LINE
- E — INDICATES EXISTING ELECTRICAL BOX
- GP — INDICATES EXISTING GAS PADDLE
- MH — INDICATES EXISTING MANHOLE
- FH — INDICATES EXISTING FIRE HYDRANT
- WM — INDICATES EXISTING WATER METER
- WV — INDICATES EXISTING WATER VALVE
- NEW—PVC—S— INDICATES NEW SANITARY SEWER LINE
- NEW SEWER STUB
- NEW SEWER MANHOLE
- NEW 4" PVC SEWER SERVICE
- NEW—PVC—W— INDICATES NEW WATER LINE
- NEW SINGLE WATER SERVICE
- FIRE LINE W/ END PLUG AND THRUST BLOCK
- NEW WATER VALVE
- NEW FIRE HYDRANT
- NEW TEMPORARY BLOWOFF VALVE
- 276 — INDICATES LOT NUMBERS

CALL TWO WORKING DAYS BEFORE YOU DIG 1-800-STAKE-IT

VEGA & VEGA ENGINEERING PLLC
1846 S. 8th AVENUE YUMA, AZ. 85364
928-329-0000 TEL
928-247-6232 FAX
VnV@vegaandvega.com

Preliminary Water & Sewer Plan
BIENESTAR ESTATES 9A PHASE 2

Registered Professional Engineer (Civil) CERTIFICATE NO. 50476 Vianey R. Vega Date Signed 03-31-16 ARIZONA U.S.A. EXPIRES 12-31-16

Notes:

Scale: N.T.S. Date: MAR. 2016
Drawn: Staff Job #: VnV16-200
Checked: Vna

Sheet 3

March 3, 2016

REZONING CASE NUMBER: 2016-066

CASE SUMMARY: A request by Vega & Vega Engineering, PLC. on behalf of Comite De Bienestar Inc., owner, to rezone 29 acres, more or less, form Medium-High Density (R-2) to Medium Density Residential (R1-6) zoning district. Assessor parcel ID # 777-54-243 located Southwest corner of Avenue E ½ & County 23 ½ Street. The purpose of the zone change is to allow for the building of a future subdivision to be called Bienestar Estates 9A Phase 2.

A Citizen Review Meeting has been scheduled on the 5th day of April, 2016 at 6:00 p.m. at the San Luis City Hall Council Chambers, 1090 E. Union Street, San Luis, Arizona, in order to give interested parties an opportunity to meet with the applicant to have questions answered and express any issues or concerns prior to any public hearing.

PUBLIC HEARING: April 12, 2016

COMMENTS DUE: March 21, 2016

Your comments on this case will help us prepare an accurate and timely staff report. Your comments on this case will be inserted "as is" into the staff report with your name, department, and telephone number, should the applicant have any questions. Your comments are a public record and will be available to the public, media, and the applicant, in addition to the Commission hearing this case. Please complete the section below and return via e-mail. For additional information please contact me at 341-8563, extension 2012, or at Jstarkey@cityofsanluis.org

Thank you,

John Starkey
Zoning Administrator
Attachment: Location Map, Picture of subject area and Site Plan

---

☑ COMMENTS ☐ NO COMMENTS

Enter Comments *below*:
The City of San Luis Fire Department has no comments at this time, but reserves the right to comment upon subsequent submittals.

Date:
03/03/16

Agency:
City of San Luis Fire Department

Phone:
928/341-8550

Return to: Jstarkey@cityofsanluis.org

March 3, 2016

REZONING CASE NUMBER: 2016-066

CASE SUMMARY: A request by Vega & Vega Engineering, PLC. on behalf of Comite De Bienestar Inc., owner, to rezone 29 acres, more or less, form Medium-High Density (R-2) to Medium Density Residential (R1-6) zoning district. Assessor parcel ID # 777-54-243 located Southwest corner of Avenue E ½ & County 23 ½ Street. The purpose of the zone change is to allow for the building of a future subdivision to be called Bienestar Estates 9A Phase 2.

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Thank you,

John Starkey
Zoning Administrator
Attachment: Location Map, Picture of subject area and Site Plan

---

☑ COMMENTS ☐ NO COMMENTS

Enter Comments *below*:
The subject property is located near Rolle Airfield where aviation activity is expected to increase in the future. It is recommended to submit an avigation easement acknowledging aviation activities. Thank you for the opportunity to comment.

Date:
3/9/16

Agency:
Gen Grosse, Yuma County Airport Authority

Phone:
(928) 726-5882

Return to: Jstarkey@cityofsanluis.org

AGENDA ITEM REVIEW FORM

Regular City Council Meeting **9. A.**

Meeting Date: 04/27/2016

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

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

Action Requested: Motion

ITEM:

Discussion and possible action to hold an executive session pursuant to A.R.S.§38-431.03(A)(3) for discussion or consultation for legal advice with the City Attorney or attorneys and A.R.S. §38-431.03(A)(4) for discussion or consultation with the City Attorney or attorneys in order to consider its position and instruct its attorneys regarding the City's position regarding contracts that are the subject of negotiations relating to the proposals of Sonórtica Dent-ALL Group to be a dental health provider for the City. **(Kay Marion Macuil, City Attorney)**

SUMMARY:

Executive session as stated in the agenda item.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO HOLD AN EXECUTIVE SESSION PURSUANT TO A.R.S. §§38-431.03(A) SUBSECTIONS (3) AND (4) FOR THE PURPOSES STATED IN THIS AGENDA ITEM.

Supporting information not attached to the Agenda Item Review Form:

No Supporrting documents are attached

Document to be Recorded?: No

N/A

Fiscal Impact

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

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

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