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, May 25, 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, 25 de Mayo 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

AGENDA
Regular Meeting
San Luis City Council
San Luis Council Chambers
1090 E. Union Street
San Luis, AZ 85349
May 25, 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. PROCLAMATION/PRESENTATION

4. A. Proclamation on National Police Week May 15-20, 2016

4. B. Presentation on the San Luis Transit Route Circulation Study by Yuma County Intergovernmental Public Transportation Authority (YCIPTA) and Kimley-Horn. **(Shelly Kreger, YCIPTA and Alex Lange, Kimley-Horn)**

5. CONSENT AGENDA
All matters are considered to be routine by the City Council and will be enacted by one motion. If discussion is desired, that item will be removed from the Consent Agenda and will be considered separately.

5. A. MINUTES OF
-Work Session held April 6, 2016
-Special Council meeting held April 14, 2016

5. B. DISBURSEMENTS FROM MAY 2, 2016 THROUGH MAY 13, 2016
$806,331.58
(Eight Hundred Six Thousand, Three Hundred Thirty-One Dollars and Fifty-Eight Cents)

6. DISCUSSION AND POSSIBLE ACTION ITEMS:

6. A. Discussion and possible action on any and all matters regarding contract continuation and renewal with Standard Printing Company, Inc., DBA Information Outsource using Cooperative Procurement Procedures under Section 36.09 of the City Code for processing, printing and mailing of utility bills and notices. **(Olivia Jenkins, Utilities Director)**

6. B. Discussion and possible action on any and all matters regarding the increase of the approved budget in Account No. 200-210-90010 (Highway User Revenue Funds). **(Eulogio Vera, Public Works Director)**

6. C. Discussion and possible action on any an all matters regarding a contract to James Davey and Associates, Inc. to provide construction administration and inspection services associated with the construction of the 1st Avenue and 4th Avenue intersections and Juan Sanchez Boulevard Roadway Improvements Phase I. **(Eulogio Vera, Public Works Director)**

6. D. Public hearing followed by discussion on any and all matters regarding Rezoning Case No. 2016-065. A request by Edais Engineering, Inc., on behalf of Nieves Riedel, Riedel Holdings, L.L.C., owner, to rezone 27.58 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). **(John Starkey, Zoning Administrator)**

A. Open public hearing
    1. Staff Presentation
    2. Call to the Public on this Item
B. Close public hearing

6. E. 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. ITEM CONTINUED FROM REGULAR COUNCIL MEETING HELD APRIL 27, 2016. **(John Starkey, Zoning Administrator)**

6. F. Discussion and possible action on any and all matters regarding Second 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 27.58 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. Approval of Second Reading of Ordinance No. 351 by title only
B. Approval and Adoption of Ordinance No. 351

6. G. Discussion and possible action on any and all matters regarding the adoption of Resolution No. 1148. A resolution of the Mayor and Council of the City of San Luis, Arizona, authorizing the City Manager to amend the Classification and 2006 Salary Plan of the City of San Luis; create certain positions; and make other personnel and departmental changes to include transfers within the organization, in preparation for fiscal year 2016-2017. **(Kay M. Macuil, City Attorney)**

6. H. Public hearing followed by discussion and possible action on any and all matters regarding Text Amendment Case No. 2016-0204 and First Reading of Ordinance No. 350. An ordinance of the Mayor and Council of the City of San Luis, Arizona, amending the San Luis City Code, Chapter 152 Zoning Regulations, Sections 152.259(B) and 152.260 relating to Temporary Signs and Political Signs; repealing any conflicting provisions; and providing for severability. **(John Starkey, Zoning Administrator)**

A. Open Public Hearing
    1. Staff Presentation
    2. Call to the Public on this Item
B. Close Public Hearing
C. Approval of First Reading of Ordinance No. 350 by title only

6. I. Discussion and possible action on any and all matters regarding Second Reading of Ordinance No. 353. An ordinance of the Mayor and Council of the City of San Luis, Arizona, amending Title XV of the San Luis City Code, Chapter 150, adopting by reference NFPA 1 Fire Code 2012 (National Fire Protection Association 1 Fire Code 2012), including Annexes A, B, D, E, and G, and the amendments and providing a penalty for violations thereof. **(Hank Green, Fire Chief)**

A. Approval of Second Reading of Ordinance No. 353 by title only
B. Approval and adoption of Ordinance No. 353

6. J. Discussion and possible action on any and all matters regarding the Second Reading of Ordinance No. 354. An ordinance of the Mayor and City Council of the City of San Luis, Arizona, amending the Tax Code of the City of San Luis by adding Subsection 7A-460(d) relating to the sales tax rate for Retail Sales of Tangible Personal Property; adding Subsection 7A-610(e) relating to the use Tax Rate for Purchases of Tangible Personal Property; establishing an effective date; repealing Ordinance No. 348; repealing any conflicting provisions; and providing for severability. **(Kay M. Macuil, City Attorney)**

A. Approval of Second Reading of Ordinance 354 by title only
B. Approval and adoption of Ordinance 354

6. K. Discussion and possible action on any and all matters regarding Ordinance No. 355. An ordinance of the Mayor and City Council of the City of San Luis, Arizona authorizing Exchange of Real Property for Wastewater Diversion Lift Station Project; and declaring an emergency. **(Eulogio Vera, Public Works Director)**

A. Approval of Reading of Ordinance No. 355 by title only
B. Approval and adoption of Ordinance No. 355 and declare an emergency

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. ADJOURNMENT

PROCLAMATION

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

Meeting Date: 05/25/2016

Title:

Proclamation on National Police Week May 15-20, 2016

Attachments

National Police Week Proclamation

OFFICE OF THE
MAYOR
CITY OF SAN LUIS

Proclamation

National Police Week
May 15 – 20, 2016

WHEREAS, the Congress and the President of the United States have designated May 15th as the Peace Officers' Memorial Day, and the week in which May 15th falls as National Police Week, and

WHEREAS, there are approximately 900,000 law enforcement officers serving in communities across the United States, including the members of the City of San Luis Police Department, and

WHEREAS, the members of the City of San Luis Police Department play an essential role in safeguarding the rights and freedoms of the City of San Luis, Arizona, and

WHEREAS, nearly 60,000 assaults against law enforcement officers are reported each year, resulting in approximately 16,000 injuries, and

WHEREAS, since the first recorded death in 1791, almost 20,000 law enforcement officers in the United States have made the ultimate sacrifice and been killed in the line of duty, including 1 member of the City of San Luis Police Department, and

WHEREAS, the names of these dedicated public servants are engraved on the walls of the National Law Enforcement Officers Memorial this spring, including 128 officers killed in 2015 and,

WHEREAS, the service and sacrifice of all officers killed in the line of duty will be honored during the National Law Enforcement Officers Memorial Fund's 28th Annual Candlelight Vigil, on the evening of May 13th, 2016, and

WHEREAS, it is important that all citizens know and understand the duties, responsibilities, hazards, and sacrifices of their Police Officers, and that members of our Police Department recognize their duty to serve the people by safeguarding life and property, by protecting them against violence and disorder, and by protecting the innocent against deception and the weak against oppression, and

WHEREAS, the men and women of the City of San Luis Police Department unceasingly provide vital public service, and

WHEREAS, May 15th is designated as Peace Officers Memorial Day, in honor of all fallen officers and their families and U.S. flags should be flown at half staff;

NOW THEREFORE, I, Gerardo Sanchez, Mayor of San Luis, Arizona call upon all citizens of San Luis to observe the week of May 15th to May 20th, 2016 as

"Police Week"

In which all of our people may join in commemorating law enforcement officers, past and present, who, by their faithful and loyal devotion to their responsibilities, have rendered dedicated service to their communities and, in doing, have established for themselves an enviable and enduring reputation for preserving the rights and security of all residents.

I further call upon all residents of San Luis, Arizona to observe May 15th, 2016 as

"Peace Officers' Memorial Day"

In honor of those law enforcement officers who, through their courageous deeds, have made the ultimate sacrifice in service to their community or have become disabled in the performance of duty, and let us recognize and pay respect to the survivors of our fallen heroes.

PASSED AND APPROVED by the Mayor and City Council of the City of San Luis Arizona, this 25th day of May, 2016.

_____
Gerardo Sanchez, Mayor

ATTEST

_____
Sonia Cornelio, City Clerk

PRESENTATION

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

Meeting Date: 05/25/2016

Presentation Topic/Summary:

Presentation on the San Luis Transit Route Circulation Study by Yuma County Intergovernmental Public Transportation Authority (YCIPTA) and Kimley-Horn. **(Shelly Kreger, YCIPTA and Alex Lange, Kimley-Horn)**

AGENDA ITEM REVIEW FORM

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

Meeting Date: 05/25/2016

Summary

MINUTES OF

-Work Session held April 6, 2016

-Special Council meeting held April 14, 2016

Attachments

4/06/2016 WSM Minutes

4/14/2016 SPM Minutes

M I N U T E S
Work Session
San Luis City Council
San Luis Council Chambers
1090 E. Union Street
April 6, 2016
6:45 p.m.

1. CALL TO ORDER/ROLL CALL

Mayor Gerardo Sanchez called the Work Session to order at approximately 6:49 p.m.

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

OTHERS PRESENT: Tadeo A. De La Hoya, Interim City Manager
Sonia Cornelio, City Clerk
Kay Macuil, City Attorney
Andrea Moreno, Police Department
Chris Hagen, Management Analyst
Chris Kasid, Parks and Recreation Director
Craig Higgins Chief of Police
Derek Dueñas, IT Manager
Eulogio Vera, Public Works Director
Hank Green, Fire Chief
Jenny Torres, Community Development Director
John Starkey, Building Safety Director
Jonathan Dumadag, IT Technician
Joselyn Medina, Assistant to Council/Public Information Officer
Ketie St. Louis, Finance Director
Olivia Jenkins, Utilities Director
Ralph Velez, City Consultant
Rick Bauerman, Fire Department
Victor Figueroa, Police Lieutenant
Cesar Neyoy, Bajo El Sol
Eduardo Garcia, Factor Sales, Inc.
Javier Fimbres, Resident

2. AGENDA ITEMS:

2.A. Discussion on any and all matters regarding the purchase of artificial turf for the conversion of the old Joe Orduño Park tennis court or a basketball court at the east end of the park to futsal soccer field. (ITEM CONTINUED FROM REGULAR COUNCIL MEETING HELD MARCH 23, 2016) (Chris Kasid, Parks and Recreation Director)

Mr. Chris Kasid, Parks and Recreation Director, stated that as directed by Council, he requested and received a quote to purchase and install artificial turf at the basketball court on the East end of the park. The quote is in the amount of $135,000.00 on a concrete basketball slab and $170,000.00 at the old tennis court. He stated that the reason for the difference is that the concrete at the basketball court is suitable for the artificial turf and the one at the tennis court will have to be removed and pour a 6” crush rock. Mr. Kasid informed that currently the Parks and Recreation Department has $350,000.00 available from the impact fees account. He added that if staff proceeds with this project, the Juan Sanchez Blvd. landscaping, and the swimming pool, the department will still have a balance of $130,000.00 on impact fees.

Mayor Gerardo Sanchez thanked Mr. Kasid for bringing this item to Council and obtaining a new quote for this project. He mentioned that the swimming pool project is a big concern, as it needs a lot of repairs; he added that the Juan Sanchez Blvd. landscaping is also very important and it will make a big impact on the community. He mentioned that he is not against this project.

Mr. Kasid mentioned that he would like to see this project done this fiscal year, but there are other needs. He stated that one of his main concerns is that he would like to see installed lights at the San Luis High School, which will cost approximately $300,000.00.

Mayor Gerardo Sanchez stated that the City has been having similar projects, he asked if this can generate some sort of income to sustain itself. He mentioned that he knows that the City has never charged anything for the use of the fields. He suggested charging a minimum fee.

Mr. Kasid stated that during the budget retreat he will be presenting a fee schedule with a comparison of what the City of Somerton and the City of Yuma charges.

Council Member Mario Buchanan Jr. thanked Mr. Kasid for presenting this project, but emphasized the concern that Council Member Gloria Torres has in regards to the Friendship Park. He suggested investing this money into the Friendship Park to make it

better. He mentioned that there are other projects that will make a better impact in the community.

Vice-Mayor Matias Rosales commented that this project will create a big impact in the community just like the other projects. He stated that he understands the community needs visible impacts, such as beautifying streets, but this project will create a big impact on kids, by keeping them out of the streets.

Council Member Maria Ramos mentioned that if this project will keep kids out of the streets, she would love to have this project done. She stated that this is a positive project for the youth community.

Council Member Africa Luna-Carrasco stated that she would like to see this project five (5) years from now, as the City has other priorities. She mentioned that it is not good for the City to spend this amount of money on this project.

Council Member Ruben Walshe stated that he agrees with Vice-Mayor Matias Rosales comment as well as pushing the landscaping on Juan Sanchez Blvd. He mentioned that the City does not have a lot of parks in the community and the kids should be offered different options for recreational use.

2.B. Discussion on any and all matters regarding amending Title XV of the San Luis City Code, Chapter 150, adopting by reference the National Fire Protection Association 1 (NFPA 1) Uniform Fire Code 2012, including Annexes A, B, D, E, and G, and the amendments and providing a penalty for violations thereof. (Hank Green, Fire Chief)

Mr. Hank Green, Fire Chief, stated that this item is the introduction of a process that will take approximately six (6) weeks to complete, which is the changing of the Fire Code of 2003 to National Fire Protection Association (NFPA) 1 Uniform Fire Code 2012. He informed that during the next Regular Council meeting staff will be presenting a resolution adopting this, then it will go to the Building Advisory Board, then it will come back to Council in the form of an ordinance, then it will go into effect 30 days after the adoption of the Second Reading. He informed that by adopting the 2012 Uniform Fire Code, it will bring the fire code into alignment with regional fire agencies, standardizing code enforcement, building construction standards and building inspections.

Mayor Gerardo Sanchez asked how the new code will affect new constructions.

Mr. Green replied that fire codes are on a three (3) year cycle, there can be some changes, but the annexes and amendments that are been mentioned in the item, are the ones that fits San Luis.

2.C. Discussion on any and all matters regarding the authorization to purchase ten (10) portable radios from Motorola through the Arizona Department of Homeland Security Grant. (Craig Higgins, Chief of Police)

Mr. Craig Higgins, Chief of Police, informed that the San Luis Police Department is seeking authorization to purchase ten (10) portable radios from Motorola in the amount of $39,000.00. He stated that the San Luis Police Department was awarded a grant from the Arizona Department of Homeland Security, the purchase will be in accordance to the City of San Luis City Code, a Cooperative Purchase Contract based with the City of Yuma.

2.D. Discussion on any and all matters regarding the transferring of funds from Council's Contingency account to Capital Outlay General Fund account to purchase two (2) servers as well as software and software licensing. (Derek Dueñas, Acting I.T. Manager)

Mr. Derek Dueñas, Acting I.T. Manager, informed that the Information Technology Department is requesting funds from the Council's Contingency account to purchase two (2) servers as well as software licensing from Microsoft. He added that the current server is from 2007 and the other server crashed. He stated that if the server currently in use is to crash, staff will be looking into a minimum of 24-hour down time. He mentioned that the servers are utilized to communicate with other servers.

Mayor Gerardo Sanchez stated in previous year's staff purchased servers to avoid problems. He mentioned that the City should not be running in one (1) server as it is critical.

2.E. Discussion on any and all matters regarding the approval of Pace Advance Water Engineering contract for engineering design and construction services for the East Wastewater Treatment Plant Basin Repair Project, Public Works, Wastewater Division. (Eulogio Vera, Director of Public Works)

Mr. Eulogio Vera, Public Works Director, informed that last year staff looked into doing some repairs to the basin walls of the East Wastewater Treatment Plant, there were some cracking in the basing walls. He added that staff looked into doing some epoxy and monitoring the walls, but staff found that as originally planned this is not the best alternative to repair the extensive cracks in the basin walls, as well as the quotes

received were more than it was budgeted. Furthermore, he informed that staff performed a leakage test and excavated along the basin walls to better evaluate the magnitude of the problem. He stated that at this point he will contact Pace Advance Water Engineering to generate and finish the design, put together bid documents, go out to bid and help with the inspections of getting the repairs done. He informed that staff is recommending approval of contract with Pace Advance Water Engineering for design and construction services for an amount not to exceed $50,766.00.

Mayor Gerardo Sanchez commended Mr. Vera and Public Works staff for helping the City safe money on projects.

Council Member Maria Cecilia Ramos asked why the cracks were created.

Mr. Vera replied that these cracks are approximately 7 to 8 years old. He mentioned that staff is still doing some research and it is too early to say that it is a deficient design.

Mayor Gerardo Sanchez stated that it is very important that all projects get inspected properly and make contractors liable for their job. He mentioned that this type of project should last at least 30 years.

2.F. Discussion on any and all matters regarding the approval of contract as written with American Pavement Preservation, for the 2016 Pavement Preservation Project. (Eulogio Vera, Director of Public Works)

Mr. Eulogio Vera, Public Works Director, informed that staff is requesting approval of contract with American Pavement Preservation, which is the same company that has been doing slurry for the past two (2) years. He stated that the City of San Luis will piggyback with City of Yuma Slurry Seal Service. He added that in the current budget there is $250,000.00 for slurry seal and $250,000.00 for chip seal. Furthermore, he added that the City entered into a contract with Yuma County to do the chip seal, which significantly reduces the cost, as they only charge for time and material, but the Intergovernmental Agreement limits the cost that can be spent with them, as they are a government agency. Mr. Vera presented a map showing the street that will be done.

2.G. Discussion on any and all matters regarding the submission of the 5310 Grant Application for Senior Services Department. (Chris Hagen, Management Analyst)

Ms. Christine Hagen, Management Analyst, informed that with this item, staff is requesting permission to submit 5310 Grant Application through the Arizona

Department of Transportation Federal Transit Authority for Senior Services Department. She stated that the grant is for two (2) cutaway 14-passenger vehicles with a lift and a minivan with a lift to transport seniors and those with disabilities. She added that currently the Senior Services Department has two (2) vehicles that are averaging 250,330 miles for the two buses, one is 10 years old and the other is 16 years old and the lifts do not work on a daily basis. Furthermore, she added that the minivan that the Senior Services Department currently has is very old and it has 152,000 miles. This van is utilized to transport seniors and disabled to appointments, for this reason the department needs a new minivan to enhance senior and disabled client mobility. Ms. Hagen stated that the total capital would be $213,972.00, the Federal Transit Administration portion would be $167,821.00 and the expense to City of San Luis would be $46,000.00 for the three (3) vehicles.

Mayor Gerardo Sanchez asked when will staff find out if the City was awarded with the grant. He asked what the chances of getting awarded are.

Ms. Hagen replied that the grant award will be October-November 2016 and because of San Luis needs and there is not a lot of transportation available, San Luis will likely to get awarded. The mobility program is focused in seniors and disabled.

2.H. Discussion on any and all matters regarding Resolution No. 1141. A resolution of the Mayor and City Council of the City of San Luis, Arizona, declaring as a public record that certain document filed with the City Clerk and entitled "2015 S-2 Supplement to the Code of Ordinances of the City of San Luis, Arizona." (Kay Macuil, City Attorney)

Ms. Kay Macuil, City Attorney, informed that this item makes the supplements to the City Code a public record, which is a requirement in adopting the new supplements to the code. The code book was codified in 2012 into a published hard-cover book and online with American Legal Publishing.

3. DISCUSSION ITEM(S):

3.A. Discussion of any and all matters regarding update and video presentation of equipment purchases and acquisitions in Fiscal Year 2016. (Hank Green, Fire Chief)

Mr. Hank Green, Fire Chief, informed that during fiscal year 2016, the Fire Department was fortunate to purchase or acquire a variety of tools and equipment such as, two (2) eDRAULIC Jaws of life, two (2) STRYKER Power ambulance gurney and loading systems, two (2) Thermal Image Cameras, two (2) Cardic Monitors, Radio-Intercom

system, two (2) King Vision Laryngoscopes, four (4) Opticom system emitters, thirty-four (34) Personal Protective Equipment (PPE), twenty-two (22) Self-Contained Breathing Apparatus, Fire Hose 1.5" (1500 ft.), 2.5" (1200 ft.) and 4" (2000 ft.), and new Fire Engine and replacement Fire Engine. Mr. Green presented a short video with all the purchased/acquired equipment.

Mayor Gerardo Sanchez commented Council has always emphasized is public safety and security. He stated that Council is always trying the best to support the Fire and Police Departments.

3.B. Update and/or discussion on any and all matters regarding the agricultural route. (Council Member Gloria Torres)

Council Member Gloria Torres stated that she would like an update on the agricultural route.

Mr. Victor Figueroa, Police Lieutenant, informed that staff had a meeting with the major agricultural companies and there were no complaints on the bus route. He added that one of the major issues for them was the crossing at 4th Avenue and Juan Sanchez Boulevard, but now with the four way stop, it is easier for them to cross from North to South. He mentioned that the agricultural companies requested a meeting in September before the season starts, but staff will be meeting with them on April 26, 2016 to speak with the foreman's and bus driver to inform them about the regulations. Furthermore, he added that there were no citations given as everybody was following the rules. He informed that one of the things requested by companies is signage with the bus route. Mr. Figueroa the portable toilet were also discussed with them and informed that they need to be in a fenced area. The other issued brought to attention was littering and they were asked to maintain the areas litter clean as it is zero tolerance. He mentioned that agricultural companies have asked for a flyer once the winter season arrives to notify bus drivers about the consequences.

Council Member Gloria Torres asked if there have been any citations for not obeying the route.

Mr. Figueroa replied that there have not been any citations issued for not obeying the bus route, but there have been for other violations. He informed that local businesses have asked the Police department to get the buses out of their parking lots, but in order for an officer to do that is that the business owner needs to get a hold of the Police department and give authorization to do so. Furthermore, he added that the bus driver found loop holes through 1st Avenue and Park, Chase Bank and Payless Shoe Source,

but nothing can be done by the Police department, the business owner is the one that needs to put up barriers.

Council Member Gloria Torres asked what has been done with the semi-trucks blocking streets.

Mr. Figueroa replied there has been not so much complaints about loading/unloading trucks as there have been complying with the law.

Mayor Gerardo Sanchez mentioned that there were some concerns about sales going down for businesses on Main Street. He commented that he went and checked, but still saw people walking through Main Street with merchandise. He thanked the Police Department for the work done with the bus route, as this has made a big impact in the community.

3.C. Update and/or discussion on any and all matters regarding Friendship Park. (Council Member Gloria Torres)

Council Member Gloria Torres commented that she has received several complaints from the community, asking why the park has not been maintained. She mentioned that she spoke with Mr. Chris Kasid, Parks and Recreation Director about her concern, but he stated that the City will need to invest a lot of money to maintain the park. She asked if the City is allowed to maintain the park even though it does not belong to the City.

Mr. Eulogio Vera, Public Works Director, replied that it is the understanding that the City can still use Friendship Park. He stated that at one point it was discussed that if the San Luis Port I expands its facility, then they will be taking over Friendship Park and in exchange they will provide land somewhere else in the City. But since San Luis Port I is not planning to expand their facility, the park still belongs to the City.

Mayor Gerardo Sanchez mentioned that it was in accordance that Bureau of Land Management was going to take the park away from the City and the park was going to be transferred to a different area, but the transfer never occurred. The expansion of the port did not take that much of the park land and the other part is still in limbo. He asked Ms. Kay Macuil, City Attorney to confirm the transfer of land. Furthermore, he stated that the public restrooms need to be removed.

Council Member Gloria Torres mentioned that new trees and grass could be planted, but in the near future staff would have to discuss new plans for entrance and exit. She stated that something needs to be done as it is the first and last thing that visitors see as they enter and/or exit.

Mayor Gerardo Sanchez stated that staff should start working in obtaining costs if this is a proposed project for fiscal year 2017 and before doing improvements the legal department needs to do research to see who owns the park.

Council Member Africa Luna-Carrasco thanked Council Member Gloria Torres for bringing this item before Council for discussion. She mentioned that Friendship Park is a landmark, it will be great if the City does some beautification to this park.

Council Member Gloria Torres stated that it is sad to see the park just the way it is. She suggested looking for grants to beautify it.

Mr. Vera informed that he has had conversations with Mr. Kasid regarding the paving around the park area. He stated that he provided Mr. Kasid with a quote in the amount of approximately $200,000.00. He mentioned that it would be a great idea to work on a mini master plan and as the budget permits do improvements on a yearly basis.

4. Adjournment

MOTION: Council Member Mario Buchanan Jr./Council Member Africa Luna-Carrasco to adjourn the meeting at approximately 8:13 p.m. Motion passed unanimously.

MINUTES
Special Meeting
San Luis City Council
San Luis Council Chambers
1090 E. Union Street
San Luis, AZ 85349
April 14, 2016
6:30 P.M.

1. CALL TO ORDER Mayor Gerardo Sanchez called the Regular City Council meeting to order at approximately 6:38 p.m.

ROLL CALL

PRESENT: Mayor Gerardo Sanchez
Vice-Mayor Matias Rosales
Council Member Africa Luna-Carrasco
Council Member Maria Cecilia Ramos
Council Member Gloria Torres arrived at approx. 7:00 p.m.
Council Member Ruben Walshe

ABSENT: Council Member Mario Buchanan Jr.

OTHERS PRESENT: Tadeo De La Hoya, Interim City Manager
Ralph Velez, City Consultant
Sonia Cornelio, City Clerk
Aracely De La Hoya, Senior Services Director
Christine Hagen, Management Analyst
Chris Kasid, Parks and Recreation Manager
Craig Higgins, Chief of Police
Derek Dueñas, I.T. Manager
Eulogio Vera, Public Works Director
Hank Green, Fire Chief
Jennifer Cisneros, Asst. Parks and Recreation Director
Jenny Torres, Community Development Director
John Starkey, Building Safety Director
Jonathan Dumadag, I.T. Specialist
Joselyn Medina, PIO/Assistant to Council
Kay Macuil, City Attorney
Marc Holyfield, Fire Department
Olivia Jenkins, Utilities Director
Omar Velazquez, Parks Supervisor
Victor Figueroa, Police Department
Yolanda Dueñas, Fleet/ Facilities Manager
Caty Navarro, Regional Center for Border Health
Charles Gutierrez, Yuma Metropolitan Planning Organization

Diane Umphress, Amberly's Place Executive Director
Eduardo Garcia, Factor Sales
Javier Morales, Regional Center for Border Health

2. PLEDGE OF ALLEGIANCE

The pledge of allegiance was led by Council Member Maria Cecilia Ramos.

3. INVOCATION

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

4. PRESENTATIONS

4. A. Presentation on the San Luis Transit Route Circulation Study by Yuma Metropolitan Planning Organization (YMPO). (Charlene Fitzgerald, YMPO Executive Director)

Mr. Charles Gutierrez, YMPO, stated that Alex Lane from Kimmely Horn and Charlie Krueger from YCIPTA would be discussing the San Luis Circulation that will be implemented within six (6) months and one (1) year. Mr. Lane explained that there are four (4) potential routes that would be beneficial to the City of San Luis that would be running from 5:00 a.m. to 10:00 p.m. Monday through Friday and from 5:00 a.m. to 6:00 p.m. on Saturday with sixty (60) minutes in between buses on a fixed route.

Ms. Charlie Krueger presented Mayor and Council with a pamphlet that includes general information of YCITPA and YCAT. Ms. Krueger also provided more information about the circulator funding.

Mayor Gerardo Sanchez stated that he would personally like to see the correct numbers and asked for access to the survey conducted.

4. B. Presentation including video on Amberly's Place and Child Abuse Awareness month as well as the upcoming events in the community. (Diane Umphress, Executive Director of Amberly's Place)

Ms. Diane Umphress, Executive Director of Amberly's Place, stated that April is child abuse awareness month and encourages others to report any child abuse incident. Ms. Umphress presented a video about child abuse awareness month and thanked Mayor and Council for their ongoing support.

5. PROCLAMATIONS

5. A. Healthy Sister Cities Border Initiative

Ms. Sonia Cornelio, City Clerk, read the proclamation in it's entirety.

Mayor Gerardo Sanchez thanked the Regional Center for Border Heath for thinking of the City of San Luis.

5. B. National Public Safety Telecommunications Week- April 10 through April 16, 2016

Ms. Sonia Cornelio, City Clerk, read the proclamation in it's entirety.

Mayor Gerardo Sanchez stated that the Public Safety Telecommunications are a critical part of the City of San Luis and thanked them for everything they do.

6. CONSENT AGENDA

6. A. Minutes of
-Regular Council Meeting held February 24, 2016

6. B. Disbursements from March 14, 2016 through April 1, 2016
Total Disbursements $765,272.72
(Seven Hundred Sixty-Five Thousand, Two Hundred Seventy-Two Dollars and Seventy-Two Cents)

6. C. Discussion and possible action on any and all matters regarding the authorization to purchase ten (10) portable radios from Motorola through the Arizona Department of Homeland Security Grant. (Craig Higgins, Chief of Police)

6. D. Discussion and possible action on any and all matters regarding the transferring of funds from Council's Contingency account to the Capital Outlay General Fund account to purchase two (2) servers as well as software and software licensing. (Derek Dueñas, Acting I.T. Manager)

6. E. Discussion and possible action on any and all matters regarding the City of San Luis entering into contract with American Pavement Preservation for application of type 2 and type 3 slurry seal as part of the 2016 Pavement Preservation Project. (Eulogio Vera, Director of Public Works)

6. F. Discussion and possible action on any and all matters regarding the approval of Pace Advance Water Engineering contract for engineering design and

construction services for the East Wastewater Treatment Plant Basin Repair Project. (Eulogio Vera, Director of Public Works)

6. G. Discussion and possible action on any and all matters regarding Resolution No. 1141. A resolution of the Mayor and City Council of the City of San Luis, Arizona, declaring as a public record that certain document filed with the City Clerk and entitled "2015 S-2 Supplement to the Code of Ordinance of the City of San Luis, Arizona." (Kay Macuil, City Attorney)

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

7. DISCUSSION AND POSSIBLE ACTION ITEMS:

7. A. Discussion and possible action on any and all matters regarding the purchase of artificial turf for the conversion of the old tennis court or basketball court at Joe Orduño Park to the futsal soccer field. (Chis Kasid, Parks and Recreation Director)

Mr. Chis Kasid, Parks and Recreation Director, stated that new quote was received for a total of $135,000.00 for turf to be installed on the basketball court. If the purchase is approved construction will be ready to go on the second or third week of May and will be finished in approximately one (1) week to ten (10) days.

Vice-Mayor Matias Rosales asked if the old tennis court is still planned to be converted into batting cages.

Mr. Kasid replied that it would be added to the budget and discussed during the Budget Retreat. He added that it would be a great idea and that the basketball court in the front is also in need of an update.

MOTION: Vice- Mayor Matias Rosales/Council Member Maria Cecilia Ramos approved the purchase of the artificial turf and installation in the amount of $135,000.00 to be installed on a concrete basketball court slab on the east side as presented. Motion passed with five (5) aye votes and one (1) nay vote from Council Member Africa Luna-Carrasco.

7. B. Discussion and possible action on any and all matters regarding First Reading of Ordinance No. 349 by title only. An ordinance of the Mayor and City Council of the City of San Luis, Arizona, enacting and adopting a supplement to

the Code of Ordinance for the City of San Luis, Arizona; repealing any conflicting provisions; and providing for severability. (Kay Macuil, City Attorney)

Ms. Kay Macuil, City Attorney, stated that this Ordinance will be to add the remaining ordinances that have been adopted to the City Code book.

A. Approval of First Reading of Ordinance No. 349 by title only.

MOTION: Vice-Mayor Matias Rosales/Council Member Gloria Torres to approve the First Reading of Ordinance No. 349 by title only. Motion passed unanimously.

Ms. Sonia Cornelio, City Clerk, read Ordinance No. 349 by title only.

Mayor Gerardo Sanchez addressed the public that the next three items would be discussed at the same time as they are all related. Therefor the Public Hearing will be opened and closed just once.

7. C. Public Hearing followed by discussion and possible action on any and all matters regarding Resolution No. 1138. A resolution of the Mayor and Council of the City of San Luis, Arizona, approving and adopting the City of San Luis Title VI Implementation Plan Relating to Transportation Services. (Christine Hagen, Management Analyst)

A. Open Public Hearing

MOTION: Council Member Gloria Torres/Council Member Africa Luna-Carrasco to open Public Hearing. Motion passed unanimously.

Ms. Christine Hagen, Management Analysist, stated that the City of San Luis, Arizona will be applying for Section 5310 Grant adding that part of the grant is to have a Title IV no discrimination policy.

Mayor Gerardo Sanchez, asked if a similar policy was already enforced at the City of San Luis.

Ms. Kay Macuil, City Attorney, replied that the City of San Luis complies with the law but there is nothing in writing.

Ms. Hagen added there is a strong need for this grant, as some of the City vehicles are more than sixteen (16) year old. She also stated that the wheelchair lift on the Senior Center buses do not work on a regular bases.

B. Close Public Hearing

MOTION: Council Member Gloria Torres/Council Member Ruben Walshe to close Public Hearing. Motion passed unanimously.

C. Action on Resolution No. 1138

MOTION: Council Member Ruben Walshe/Council Member Africa Luna-Carrasco to approve and adopt Resolution No. 1128. Motion passed unanimously.

7. D. Public Hearing followed by discussion and possible action on any and all matters regarding Resolution No. 1139. A resolution of the Mayor and Council of the City of San Luis, Arizona, approving and adopting the City of San Luis Limited English Proficiency Plan. (Christine Hagen, Management Analyst)

A. Open Public Hearing

This public hearing was opened and closed with the previous item.

B. Close Public Hearing

C. Action on Resolution No. 1139

MOTION: Council Member Africa Luna-Carrasco/Council Member Maria Cecilia Ramos to approve and adopt Resolution No. 1139. Motion passed unanimously.

7. E. Public Hearing followed by discussion and possible action on any and all matters regarding Resolution No. 1140. A resolution of the Mayor and Council of the City of San Luis, Arizona, approving a grant application to obtain vehicles to enhance mobility of seniors and individuals with disabilities through the Arizona Department of Transportation for funds from the Federal Transit Administration Section 5310. (Christine Hagen, Management Analyst)

A. Open Public Hearing

This Public Hearing was opened and closed with the previous item.

B. Close Public Hearing

C. Action on Resolution No. 1140

MOTION: Council Member Ruben Walshe/Council Member Maria Cecilia Ramos to approve and adopt Resolution No. 1140. Motion passed unanimously.

8. SUMMARY OF CURRENT EVENTS

Council Member Maria Cecilia Ramos stated that she attended the Girls All-Star Softball League on April 13, 2016 and thanked Parks and Recreation for their hard work and efforts.

Mayor Gerardo Sanchez stated that he and Vice Mayor Matias Rosales were part of a welcoming committee to welcome a group called ACE that represents different parts of the world. Mayor Gerardo Sanchez added that the Budget Retreat will be from April 15, 2016 to April 17, 2016.

Mr. Tadeo De La Hoya, Interim City Manager, added that the Budget Retreat will be streaming live from the City of San Luis Council Chambers.

9. CALL TO THE PUBLIC

Mr. Javier Morales, Regional Center for Border Health, thanked the City of San Luis for having a proclamation designating the City of San Luis and San Luis Rio Colorado as Healthy Sisters Cities.

Mayor Gerardo Sanchez, on behalf of council and himself, thanked Mr. Chris Kasid for everything he has done for the City of San Luis and his hard work.

10. ADJORNMENT

MOTION: Council Member Gloria Torres/Council Member Ruben Walshe move to adjourn the Special Council Meeting at approximately 7:38 p.m.

AGENDA ITEM REVIEW FORM

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

Meeting Date: 05/25/2016

Summary

DISBURSEMENTS FROM MAY 2, 2016 THROUGH MAY 13, 2016
$806,331.58
(Eight Hundred Six Thousand, Three Hundred Thirty-One Dollars and Fifty-Eight Cents)

Attachments

Disbursements 5/25/2016

City of San Luis

Finance Department

RECEIVED
2016 MAY 16 PM 3:58
CITY OF SAN LUIS
OFFICE OF THE CITY CLERK

COUNCIL MEETING May 25, 2016
Disbursement Reports from 5/2/2016 to 5/13/2016

Bank Accounts	Check Date	Amount	Schedule
Accounts Payable Check Account	5/5/2016	$ 44,789.66	Schedule A
Accounts Payable Check Account	5/5/2016	$ 386,409.52	Schedule B
Payroll Check Account	5/5/2016	$ 234,229.42	Schedule C
Accounts Payable Check Account	5/10/2016	$ 2,580.18	Schedule D
Accounts Payable Check Account	5/10/2016	$ 132.79	Schedule E
Accounts Payable Check Account	5/12/2016	$ 137,680.01	Schedule F
Accounts Payable Check Account	5/12/2016	$ 510.00	Schedule G

Total Disbursements: **$ 806,331.58**

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

Prepared by Angelica V. Castro: Angelica V Castro

Verified by Finance Director: C Cortés by KSL

For Council approval on: _____

Mayor: _____

Council: _____

_____

_____

_____

_____

_____

• P.O. Box 7740 • 1090 East Union Street • San Luis, AZ 85349 • Ph (928) 341-8520 • Fax (928) 341-8549 •

City of San Luis

Payment Batch Register

Bank Account: 1BYPAYABLE - 1st BY Accounts Payable

Batch Date: 05/05/2016

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Bank Account: 1BYPAYABLE - 1st BY Accounts Payable						
Check	05/05/2016	75127	Accounts Payable	ARIZONA DEPT OF ECONOMIC SECUR		4,483.58
	Invoice		Date	Description		Amount
	ADES 033116		05/05/2016	ADES 033116		4,483.58
Check	05/05/2016	75128	Accounts Payable	CALIFORNIA STATE DISBURSEMENT UNIT		164.31
	Invoice		Date	Description		Amount
	2016-00000996		05/05/2016	532 - GARNISHMENT - CHILD SUPPORT		164.31
Check	05/05/2016	75129	Accounts Payable	FOP/ALC		296.00
	Invoice		Date	Description		Amount
	2016-00000997		05/05/2016	714 - FOP/ALC		296.00
Check	05/05/2016	75130	Accounts Payable	INTERNAL REVENUE SERVICE		50.00
	Invoice		Date	Description		Amount
	2016-00000998		05/05/2016	533 - GARNISHMENT		50.00
Check	05/05/2016	75131	Accounts Payable	PUBLIC SAFETY PERSONNEL RET SY		947.89
	Invoice		Date	Description		Amount
	ALT PSPRS 042916		05/05/2016	ALT PSPRS 042916		947.89
Check	05/05/2016	75132	Accounts Payable	PUBLIC SAFETY PERSONNEL RET SY		34,355.21
	Invoice		Date	Description		Amount
	PSPRS PPE042916		05/05/2016	PSPRS PPE 042916		34,355.21
Check	05/05/2016	75133	Accounts Payable	SAN LUIS POLICE OFFICERS ASSOC		330.00
	Invoice		Date	Description		Amount
	2016-00000999		05/05/2016	539 - ASK COPS - SLPD		330.00
Check	05/05/2016	75134	Accounts Payable	SUPPORT PAYMENT CLEARINGHOUSE		3,466.17
	Invoice		Date	Description		Amount
	CS PPE 04292016		05/05/2016	CS PPE 04292016		3,466.17
Check	05/05/2016	75135	Accounts Payable	UNITED WAY OF YUMA COUNTY INC.		33.00
	Invoice		Date	Description		Amount

Schedule A

City of San Luis

Payment Batch Register

Bank Account: 1BYPAYABLE - 1st BY Accounts Payable

Batch Date: 05/05/2016

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
	2016-00001000		05/05/2016	705 - UNITED WAY	33.00	
Check	05/05/2016	75136	Accounts Payable	UNITED YUMA FIRE FIGHTERS-IAFF		578.50
	Invoice		Date	Description	Amount	
	2016-00001001		05/05/2016	543 - IAFF- FIRE DEPT	578.50	
Check	05/05/2016	75137	Accounts Payable	ZIONS FIRST NATIONAL BANK		85.00
	Invoice		Date	Description	Amount	
	2016-00001002		05/05/2016	533 - GARNISHMENT	85.00	
1BYPAYABLE 1st BY Accounts Payable Totals:				Transactions: 11		$44,789.66
	Checks:	11	$44,789.66			

Prepared By:
Maggie Dominguez
Date: Maggie D. 5/5/16

City of San Luis

Payment Batch Register

Bank Account: 1BYPAYABLE - 1st BY Accounts Payable

Batch Date: 05/05/2016

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Bank Account: 1BYPAYABLE - 1st BY Accounts Payable						
Check	05/05/2016	75138	Accounts Payable	ALBERT HOLLER & ASSOCIATES		2,000.00

Invoice	Date	Description	Amount
APRIL 2016	04/30/2016	SALES TAX AUDITOR - APRIL 2016	2,000.00

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	05/05/2016	75139	Accounts Payable	ALSCO, INC		2,009.49

Invoice	Date	Description	Amount
LYUM1046745	03/04/2016	UNIFORM SERVICE FOR PW PERSONNEL (MARCH 2016)	123.59
LYUM1048707	03/11/2016	UNIFORM SERVICE FOR PW PERSONNEL (MARCH 2016)	123.59
LYUM1050732	03/18/2016	UNIFORM SERVICE FOR PW PERSONNEL (MARCH 2016)	123.59
LYUM1052691	03/25/2016	UNIFORM SERVICE FOR PW PERSONNEL (MARCH 2016)	123.59
LYUM1046750	03/04/2016	UNIFORM SERVICE FOR PW PERSONNEL (MARCH 2016)	102.63
LYUM1048712	03/11/2016	UNIFORM SERVICE FOR PW PERSONNEL (MARCH 2016)	102.63
LYUM1050737	03/18/2016	UNIFORM SERVICE FOR PW PERSONNEL (MARCH 2016)	102.63
LYUM1052696	03/25/2016	UNIFORM SERVICE FOR PW PERSONNEL (MARCH 2016)	102.63
LYUM1046744	03/04/2016	UNIFORM SERVICE FOR PW PERSONNEL (MARCH 2016)	113.08
LYUM1048706	03/11/2016	UNIFORM SERVICE FOR PW PERSONNEL (MARCH 2016)	113.08
LYUM1050731	03/18/2016	UNIFORM SERVICE FOR PW PERSONNEL (MARCH 2016)	113.08
LYUM1052690	03/25/2016	UNIFORM SERVICE FOR PW PERSONNEL (MARCH 2016)	113.08
LYUM1052689	03/25/2016	UNIFORM SERVICE FOR PW PERSONNEL (MARCH 2016)	36.36
LYUM1050730	03/18/2016	UNIFORM SERVICE FOR PW PERSONNEL (MARCH 2016)	36.36
LYUM1048705	03/11/2016	UNIFORM SERVICE FOR PW PERSONNEL (MARCH 2016)	36.36
LYUM1046743	03/04/2016	UNIFORM SERVICE FOR PW PERSONNEL (MARCH 2016)	36.36
LYUM1052694	03/25/2016	UNIFORM SERVICES - FACILITIES	67.21
LYUM1056643	04/08/2016	UNIFORM SERVICES - FACILITIES	61.36
LYUM1054616	04/01/2016	UNIFORM SERVICES - FACILITIES	81.29
LYUM1050735	03/18/2016	UNIFORM SERVICES - FACILITIES	67.21
LYUM1056642	04/08/2016	UNIFORM SERVICES - FLEET SERVICES	50.84
LYUM1054615	04/01/2016	UNIFORM SERVICES - FLEET SERVICES	50.84
LYUM1054238	03/31/2016	UNIFORM SERVICES - UTILITIES	25.62
LYUM1056257	04/07/2016	UNIFORM SERVICES - UTILITIES SERVICES	25.62
LYUM1058193	04/14/2016	UNIFORM SERVICES - UTILITIES SERVICES	25.62
LYUM1060117	04/21/2016	UNIFORM SERVICES - UTILITIES SERVICES	25.62
LYUM1062062	04/28/2016	UNIFORM SERVICES - UTILITIES SERVICES	25.62

City of San Luis

Payment Batch Register

Bank Account: 1BYPAYABLE - 1st BY Accounts Payable

Batch Date: 05/05/2016

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	05/05/2016	75140	Accounts Payable	AMBERLY'S PLACE		6,500.00

Invoice	Date	Description	Amount
092906	04/11/2016	ADVOCACY AND MANAGEMENT SERVICES - MARCH 2016	3,250.00
092883	03/02/2016	ADVOCACY SERVICES FOR FEB 2016	3,250.00

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	05/05/2016	75141	Accounts Payable	ANGEL'S TOWING SERVICE/AUTO SALES		225.00

Invoice	Date	Description	Amount
1900	04/24/2016	TOW SERVICE FOR SLPD IMPOUNDED VEHICLES	75.00
1897	04/21/2016	TOW SERVICE FOR SLPD IMPOUNDED VEHICLES	75.00
1898	04/21/2016	TOW SERVICE FOR SLPD IMPOUNDED VEHICLES	75.00

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	05/05/2016	75142	Accounts Payable	APOLLO DRAIN SERVICE LLC		2,903.93

Invoice	Date	Description	Amount
14551	04/22/2016	PROFESSIONAL CCTV INSPECTION@SAM GROUP & MAGRINO SUBDIVISIONS	2,903.93

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	05/05/2016	75143	Accounts Payable	ARIZONA PUBLIC SERVICE		166.89

Invoice	Date	Description	Amount
719801282APR2016	05/05/2016	ELECTRICITY - BORDER FRIENDSHIP LIGHTS	166.89

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	05/05/2016	75144	Accounts Payable	ARIZONA STATE UNIVERSITY		550.00

Invoice	Date	Description	Amount
1793113-92313603	05/04/2016	REGISTRATION FEE- ARIZONA MUNICIPAL CLERKS ACADEMY 2016	275.00
1793113-92360299	05/03/2016	REGISTRATION FEE- ARIZONA MUNICIPAL CLERKS ACADEMY 2016	275.00

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	05/05/2016	75145	Accounts Payable	ARIZONA STATE UNIVERSITY		360.00

Invoice	Date	Description	Amount
2016-00000993	05/04/2016	1 DAY SEMINAR PAINLESS PERFORMANCE - M.MUNOZ	360.00

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	05/05/2016	75146	Accounts Payable	AZ INTERAGENCY FARMWORKERS COALITION INC		500.00

Invoice	Date	Description	Amount
2016-00001004	05/05/2016	CIVIC CONTRIBUTION-SCHOLARSHIPS FOR STUDENTS	500.00

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	05/05/2016	75147	Accounts Payable	BALAR EQUIPMENT CORPORATION		2,622.60

Invoice	Date	Description	Amount

City of San Luis

Payment Batch Register

Bank Account: 1BYPAYABLE - 1st BY Accounts Payable

Batch Date: 05/05/2016

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
	316100		04/13/2016	PURCHASE OF AUTOMOTIVE PARTS FOR HWY USER DEPT VIN# 5204	1,312.17	
	116107		04/04/2016	PURCHASE OF AUTOMOTIVE PARTS FOR WASTEWATER DEPT VIN# 1680	1,310.43	
Check	05/05/2016	75148	Accounts Payable	BALAR EQUIPMENT CORPORATION		247,442.52
	Invoice		Date	Description	Amount	
	316192		04/22/2016	NEW SCHWARZE M6 AVALANCHE STREET SWEEPER	247,442.52	
Check	05/05/2016	75149	Accounts Payable	BILL ALEXANDER FORD		3,082.68
	Invoice		Date	Description	Amount	
	321646		04/20/2016	PURCHASE OF AUTOMOTIVE PARTS FOR WASTER DEPT VIN#1680	1,943.12	
	320942		03/31/2016	WW 1680 EE180	152.94	
	321292		04/07/2016	HWY USER 8356 EE180	30.80	
	CM321292		04/27/2016	CREDIT	(30.80)	
	321844		04/27/2016	FLEET SERVS 0893 EE180	75.22	
	321896		04/27/2016	PARKS 0848 EE180	96.43	
	321573		04/15/2016	SENIOR CENTER 5332 EE180	243.34	
	321442		04/12/2016	PD 7757 EE180	125.55	
	321164		04/05/2016	HWY USER 8356 EE180	224.68	
	321274		04/07/2016	PD 4625 EE180	29.08	
	321082		04/07/2016	WW 1680 EE180	192.32	
Check	05/05/2016	75150	Accounts Payable	BINGHAM AUTO & TRUCK PARTS		547.02
	Invoice		Date	Description	Amount	
	3023-413410		04/25/2016	PURCHASE OF AUTOMOTIVE PARTS FOR FIRED EPT VIN# 8313	179.25	
	3023-412511		04/15/2016	PURCHASE OF AUTOMOTIVE PART FOR HWY USERS DEPT VIN# 3580	367.77	
Check	05/05/2016	75151	Accounts Payable	CARLOS, ARMIDA		700.00
	Invoice		Date	Description	Amount	
	042616		04/26/2016	PAYMENT FOR DISTRIBUTION OF CHURROS DULCES FOR DIA DEL NINO 2016	700.00	
Check	05/05/2016	75152	Accounts Payable	CASTILLO, JUAN		67.76
	Invoice		Date	Description	Amount	
	CASTILLO 050516		05/05/2016	REIMBURSEMENT - STEEL TOE BOOTS	67.76	
Check	05/05/2016	75153	Accounts Payable	CATANIA, ANDREA		108.00
	Invoice		Date	Description	Amount	

City of San Luis

Payment Batch Register

Bank Account: 1BYPAYABLE - 1st BY Accounts Payable

Batch Date: 05/05/2016

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
	CATANIA 050916		05/05/2016	TRAVEL - ADOSH TRANING GENERAL INDUSTRY HAZARD RECOGNITION	108.00	
Check	05/05/2016	75154	Accounts Payable	CENTERLINE SUPPLY WEST		4,247.89
	Invoice		Date	Description	Amount	
	00075834		04/21/2016	STREET MAINTENANCE SUPPLIES & TRAFFIC CONTROL EQUIPMENT	4,247.89	
Check	05/05/2016	75155	Accounts Payable	COMITE DE BIENESTAR INC		92.82
	Invoice		Date	Description	Amount	
	1064		03/24/2016	VISION GROUP BREAKFAST	92.82	
Check	05/05/2016	75156	Accounts Payable	CSC OF YUMA		112.40
	Invoice		Date	Description	Amount	
	000513809		04/18/2016	SW 3270 EE735	67.95	
	000513778		04/18/2016	SW 3270 EE735	44.45	
Check	05/05/2016	75157	Accounts Payable	DUENAS, YOLANDA		76.00
	Invoice		Date	Description	Amount	
	DUENAS 050916		05/05/2016	TRAVEL - GENERAL INDUSTRY HAZARD RECOGNITION ADOSH	76.00	
Check	05/05/2016	75158	Accounts Payable	DUMADAG , JONATHAN		80.00
	Invoice		Date	Description	Amount	
	DUMADAG 050516		05/05/2016	REIMBURSEMENT - PARKING FEES FROM NWS USER GRP TRAINING	16.00	
	DUMADAG 050216		05/05/2016	TRAVEL - NEW WORLD USER GRP MEETING	64.00	
Check	05/05/2016	75159	Accounts Payable	EDUCATIONAL SERVICES INC		7,242.73
	Invoice		Date	Description	Amount	
	005493		04/22/2016	EMPLOYEE COST AGREEMENT FOR J. DELAVARA PPE 040916	7,242.73	
Check	05/05/2016	75160	Accounts Payable	EXCEPTIONAL WATER SYSTEMS, LLC		6,406.52
	Invoice		Date	Description	Amount	
	4817		04/28/2016	PURCHASE OF CHEMICAL CONTROLLER FOR AQUATIC CENTER RENOVATION	6,406.52	
Check	05/05/2016	75161	Accounts Payable	FISHER CHEVROLET - PARTS		393.06
	Invoice		Date	Description	Amount	
	404981		04/07/2016	PURCHASE OF AUTOMOTIVE PARTS FOR WATER DEPT VIN# 4174	73.80	
	405789		04/13/2016	PD 4494 EE180	319.26	
	403831		03/29/2016	WATER 4174 EE180	73.80	

City of San Luis

Payment Batch Register

Bank Account: 1BYPAYABLE - 1st BY Accounts Payable

Batch Date: 05/05/2016

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
	CM403831		04/07/2016	CREDIT	(73.80)	
Check	05/05/2016	75162	Accounts Payable	FLEET FUELING		333.04
	Invoice		Date	Description	Amount	
	44918425		04/30/2016	FUEL FOR VARIOUS DEPARTMENTS FOR THE MONTH OF APRIL 2016	333.04	
Check	05/05/2016	75163	Accounts Payable	FRESH TERRA SERVICES LLC		2,590.00
	Invoice		Date	Description	Amount	
	4885		04/06/2016	GROUNDWATER & WASTEWATER ANALYSIS REQUIRED BY ADEQ REGULATIONS	115.00	
	4903		04/08/2016	GROUNDWATER & WASTEWATER ANALYSIS REQUIRED BY ADEQ REGULATIONS	100.00	
	4880		04/01/2016	GROUNDWATER & WASTEWATER ANALYSIS REQUIRED BY ADEQ REGULATIONS	900.00	
	4941		04/22/2016	TESTING REQUIREMENTS PER ADEQ REGULATIONS/EAST WWTP	100.00	
	4950		04/28/2016	TESTING REQUIREMENTS PER ADEQ REGULATIONS/EAST WWTP	100.00	
	4939		04/21/2016	TESTING REQUIREMENTS PER ADEQ REGULATIONS/WEST WWTP	450.00	
	4937		04/21/2016	TESTING REQUIREMENTS PER ADEQ REGULATIONS/WEST WWTP	425.00	
	4952		04/28/2016	TESTING REQUIREMENTS PER ADEQ REGULATIONS/WEST WWTP	170.00	
	4951		04/28/2016	TESTING REQUIREMENTS PER ADEQ REGULATIONS/WEST WWTP	115.00	
	4909		04/12/2016	TESTING REQUIREMENTS PER ADEQ REGULATIONS/WEST WWTP	115.00	
Check	05/05/2016	75164	Accounts Payable	GARCIA-BONILLA, ELIZABETH		108.00
	Invoice		Date	Description	Amount	
	GB 050916		05/05/2016	TRAVEL - CERTIFIED PUBLIC MANAGER PRGM	108.00	
Check	05/05/2016	75165	Accounts Payable	GATEWAY COMMUNITY COLLEGE		87.00
	Invoice		Date	Description	Amount	
	2016-00000989		05/04/2016	ADEQ OPERATOR CERTIFICATION EXAM FEE (EE#582 LOPEZ)	87.00	
Check	05/05/2016	75166	Accounts Payable	GATEWAY COMMUNITY COLLEGE		87.00
	Invoice		Date	Description	Amount	
	2016-00000990		05/04/2016	ADEQ OPERATOR CERTIFICATION EXAM FEE (EE#519 VALENZUELA)	87.00	
Check	05/05/2016	75167	Accounts Payable	GERARDO FELIX /SAN LUIS FIRE EXTINGUISHER		85.24
	Invoice		Date	Description	Amount	

City of San Luis

Payment Batch Register

Bank Account: 1BYPAYABLE - 1st BY Accounts Payable

Batch Date: 05/05/2016

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
	0322016		03/02/2016	PURCHASE OF SUPPLIES FOR YOUTH CENTERS FIRST AID KIT	85.24	
Check	05/05/2016	75168	Accounts Payable	GIMBUT, GLENN J.		91.00
	Invoice		Date	Description	Amount	
	GIMBUT 050816		05/05/2016	TRAVEL - ATTEND DESPOSITION RE SLFDC VS CEC	91.00	
Check	05/05/2016	75169	Accounts Payable	GREATER YUMA ECONOMIC DEV CORP		600.00
	Invoice		Date	Description	Amount	
	2015-296		03/21/2016	SPONSORSHIPS: ACE DELEGATION DINNER	600.00	
Check	05/05/2016	75170	Accounts Payable	GUERRA , RUTH		500.00
	Invoice		Date	Description	Amount	
	129		04/29/2016	TRANSLATING SERVICES FOR COURT - 042516-042916	500.00	
Check	05/05/2016	75171	Accounts Payable	GUERRERO , JUAN MANUEL		1,336.00
	Invoice		Date	Description	Amount	
	2016-00000992		05/04/2016	TEMPORARY MAGISTRATE FOR MUNICIPAL COURT 041816-042916	1,336.00	
Check	05/05/2016	75172	Accounts Payable	GUEVARA , GABY		209.00
	Invoice		Date	Description	Amount	
	GUEVARA 051016		05/05/2016	TRAVEL - COMMUNICATIONS TRAINING OFFICER WORKSHOP	209.00	
Check	05/05/2016	75173	Accounts Payable	HILL BROTHERS CHEMICAL CO.		5,782.95
	Invoice		Date	Description	Amount	
	4418844		04/20/2016	BLEACH TO DISINFECT EFFLUENT DISCHARGE/SCRUBBER SYSTEM@WEST WWTP	4,626.36	
	4418845		04/20/2016	BLEACH USED TO DISINFECT EFFLUENT DISCHARGE AT EAST WWTP	1,156.59	
Check	05/05/2016	75174	Accounts Payable	ISCA, INC		6,094.00
	Invoice		Date	Description	Amount	
	1690		04/11/2016	REPROGRAM NEW PLC PROGRAM/ELECTRICAL WORK@EAST WWTP	600.00	
	1691		04/11/2016	REPROGRAM NEW COLOR TOUCH SCREEN@WEST WWTP	1,200.00	
	1692		04/11/2016	VFD CONTROL TROUBLESHOOTING@WEST WWTP	500.00	
	1727		04/20/2016	REPLACEMENT OF CPU FOR MTU AT WELL SITE #1	3,794.00	
Check	05/05/2016	75175	Accounts Payable	JAMES COOKE & HOBSON INC.		2,336.30
	Invoice		Date	Description	Amount	

City of San Luis

Payment Batch Register

Bank Account: 1BYPAYABLE - 1st BY Accounts Payable

Batch Date: 05/05/2016

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
	351950		04/21/2016	REPLACEMENT PARTS F/ SUBMERSIBLE PUMP #2@LOS ALAMOS LS	2,336.30	
Check	05/05/2016	75176	Accounts Payable	JAMES DAVEY AND ASSOCIATES		6,542.00
	Invoice		Date	Description	Amount	
	2016229		04/05/2016	ENGINEERING SERVICES FOR CDBG #107-16	6,542.00	
Check	05/05/2016	75177	Accounts Payable	LAWSON PRODUCTS INC.		960.08
	Invoice		Date	Description	Amount	
	9304021777		04/12/2016	MAINTENANCE SUPPLIES USED@WWTPs	514.60	
	9304026573		04/14/2016	PURCHASE OF TOOLS FOR CITY SHOP	152.28	
	9304041018		04/20/2016	PURCHASE OF BOLT LOOSENER FOR PARKS DEPT VIN# 0848	142.24	
	9304041017		04/20/2016	PURCHASE OF TOOLS FOR CITY SHOP	150.96	
Check	05/05/2016	75178	Accounts Payable	LEGAL TABS CO		740.91
	Invoice		Date	Description	Amount	
	65988		12/14/2015	LEGAL CUSTOM TAB DIVIDERS FOR PROSECUTOR	740.91	
Check	05/05/2016	75179	Accounts Payable	LEXIS NEXIS RISK DATA MANAGEMENT INC.		100.00
	Invoice		Date	Description	Amount	
	1499424-20160331		04/20/2016	MONTHLY SUBSCRIPTION ACC 1499424-20160331	100.00	
Check	05/05/2016	75180	Accounts Payable	MACUIL , KAY		229.00
	Invoice		Date	Description	Amount	
	MACUIL 051816		05/05/2016	TRAVEL - ACAA 2016 SUMMER CONFERENCE	101.00	
	MACUIL 051116		05/05/2016	TRAVEL - 19TH ANNUAL PUBLIC PRACTICE LEGAL SEMINAR/HR SUMMIT	128.00	
Check	05/05/2016	75181	Accounts Payable	MCNEECE BROS. OIL COMPANY, INC		22,738.76
	Invoice		Date	Description	Amount	
	836695		04/30/2016	FUEL FOR CITY VEHICLES FOR APRIL 2016	22,738.76	
Check	05/05/2016	75182	Accounts Payable	MORENO , ANDREA		108.00
	Invoice		Date	Description	Amount	
	MORENO 050916		05/05/2016	TRAVEL - CERTIFIED PUBLIC MANAGER PRGM	108.00	
Check	05/05/2016	75183	Accounts Payable	MOTION INDUSTRIES, INC.		747.25
	Invoice		Date	Description	Amount	

City of San Luis

Payment Batch Register

Bank Account: 1BYPAYABLE - 1st BY Accounts Payable

Batch Date: 05/05/2016

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
	AZ54-653402		04/06/2016	REPLACEMENT PARTS F/ BLOWERS FOR BASIN 3,4@WEST WWTP	747.25	
Check	05/05/2016	75184	Accounts Payable	NEWMAN TRAFFIC SIGNS		3,368.75
	Invoice		Date	Description	Amount	
	TI-0296697		04/13/2016	REPLACE DAMAGED/MISSING STREET NAME SIGNS CITYWIDE	3,368.75	
Check	05/05/2016	75185	Accounts Payable	PG COMMUNICATION TECH LLC		3,201.30
	Invoice		Date	Description	Amount	
	536		04/15/2016	LED LIGHTING FOR MOCTEZUMA PARK	3,201.30	
Check	05/05/2016	75186	Accounts Payable	PIERCE COLEMAN PLLC		1,000.00
	Invoice		Date	Description	Amount	
	20526		04/06/2016	MAGISTRATE AGREEMENT	150.00	
	20492		03/09/2016	MAGISTRATE/CHIEF OF POLICE CONTRACT	850.00	
Check	05/05/2016	75187	Accounts Payable	PINNACLE MEDICAL GROUP AZ P.C		195.00
	Invoice		Date	Description	Amount	
	71588-021916		03/31/2016	DMV PE	65.00	
	6399-021716		03/31/2016	DMV PE	65.00	
	3134-012216		03/31/2016	DMV PE	65.00	
Check	05/05/2016	75188	Accounts Payable	PPEP INC.		6,500.00
	Invoice		Date	Description	Amount	
	2016-00000988		04/12/2016	2ND QUARTER YOUTHBUILD PRGM	6,500.00	
Check	05/05/2016	75189	Accounts Payable	PRIETO, ERNESTO		150.00
	Invoice		Date	Description	Amount	
	PRIETO 050916		05/05/2016	TRAVEL - INTERDICTION FOR THE PROTECTION OF CHILDREN	150.00	
Check	05/05/2016	75190	Accounts Payable	PROFESSIONAL PEST CONTROL LLC		835.00
	Invoice		Date	Description	Amount	
	1420		03/17/2016	GENERAL PEST CONTROL SERVICE (PIGEON) AT ACT	40.00	
	1517		04/19/2016	PIGEON CONTROL AND SERVICE FOR YOUTH CENTER	750.00	
	1523		04/21/2016	PEST CONTROL @BUSINESS INCUBATOR	45.00	
Check	05/05/2016	75191	Accounts Payable	QUINONEZ , FRANCISCO		255.00
	Invoice		Date	Description	Amount	

City of San Luis

Payment Batch Register

Bank Account: 1BYPAYABLE - 1st BY Accounts Payable

Batch Date: 05/05/2016

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
	8711		04/23/2016	TOW SERVICE FOR SLPD IMPOUNDED VEHICLES	85.00	
	8632		04/22/2016	TOW SERVICE FOR SLPD IMPOUNDED VEHICLES	75.00	
	8540		04/21/2016	TOW SERVICE FOR SLPD IMPOUNDED VEHICLES	95.00	
Check	05/05/2016	75192	Accounts Payable	RAMOS , MARIA CECILIA		52.00
	Invoice		Date	Description	Amount	
	RAMOS 042516		05/05/2016	TRAVEL - ARIZONA TOWN HALL	52.00	
Check	05/05/2016	75193	Accounts Payable	REDBURN TIRE COMPANY		1,529.86
	Invoice		Date	Description	Amount	
	11018074		05/02/2016	PURCHASE OF TIRES FOR POLICE DEPT VIN# 4450	543.25	
	11017919		04/20/2016	PURHCASE OF TIRES FOR PARKS DEPT VIN# 4058	396.74	
	11017920		04/20/2016	PURCHASE TIRES FOR POLICE DEPT VIN# 2586	589.87	
Check	05/05/2016	75194	Accounts Payable	REYES, FERNANDO		500.00
	Invoice		Date	Description	Amount	
	2016-00001003		05/05/2016	CIVIC CONTRIBUTION-DIABLOS SOCCER TEAM	500.00	
Check	05/05/2016	75195	Accounts Payable	REYNOSO, NIGEL		1,200.00
	Invoice		Date	Description	Amount	
	2016-00000995		05/05/2016	CJA 384 TUITION REIMBURSEMENT	1,200.00	
Check	05/05/2016	75196	Accounts Payable	RODRIGUEZ , OSVALDO		76.00
	Invoice		Date	Description	Amount	
	RODRIGUEZ 050916		05/05/2016	TRAVEL - GENERAL INDUSTRY HAZARD RECOGNITION ADOSH	76.00	
Check	05/05/2016	75197	Accounts Payable	ROMO, OSCAR		209.00
	Invoice		Date	Description	Amount	
	ROMO 051016		05/05/2016	TRAVEL - COMMUNICATIONS TRAINING OFFICER WORKSHOP	209.00	
Check	05/05/2016	75198	Accounts Payable	SAM'S CLUB		1,294.96
	Invoice		Date	Description	Amount	
	002664		03/31/2016	SNACKS FOR COUNCIL EXECUTIVE MEETINGS	224.27	
	002663		03/31/2016	SNACKS FOR COUNCIL EXECUTIVE MEETINGS	338.78	
	002149		04/06/2016	KITCHEN AND JANITORIAL SUPPLIES FOR SLFD	633.16	
	99999999		04/07/2016	ANNUAL MEMBERSHIP FEE FOR AUTHORIZED BUYER	16.26	

City of San Luis

Payment Batch Register

Bank Account: 1BYPAYABLE - 1st BY Accounts Payable

Batch Date: 05/05/2016

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
	004148		04/18/2016	OTHER SUPPLIES FOR BUSINESS EXPO	82.49	
Check	05/05/2016	75199	Accounts Payable	SAN LUIS AIR CONDITIONING LLC		225.00
	Invoice		Date	Description	Amount	
	16-166		04/20/2016	REPAIRS AT THE BUSINESS INCUBATOR	225.00	
Check	05/05/2016	75200	Accounts Payable	SAN LUIS HIGH SCHOOL/ YUMA DISTRICT # 70		500.00
	Invoice		Date	Description	Amount	
	2016-00001006		05/05/2016	CIVIC CONTRIBUTION TO ATTEND SPORTS MEDICINE HOSA	500.00	
Check	05/05/2016	75201	Accounts Payable	SERVERSUPPLY.COM, INC		1,425.00
	Invoice		Date	Description	Amount	
	2821699		03/24/2016	HARD DRIVES FOR PW SERVER	1,425.00	
Check	05/05/2016	75202	Accounts Payable	SIGN MASTERS		108.41
	Invoice		Date	Description	Amount	
	39561		03/01/2016	HELMET REFLECTORS	108.41	
Check	05/05/2016	75203	Accounts Payable	SIMS MURRAY, LTD.		180.00
	Invoice		Date	Description	Amount	
	14869		04/11/2016	LEGAL SERVICE RE; SOLAR ENERGY	180.00	
Check	05/05/2016	75204	Accounts Payable	SIRCHIE FINGER PRINT LABORATORIES		71.50
	Invoice		Date	Description	Amount	
	0250728-IN		04/18/2016	STANDARD FIBER BRUSH FOR SLPD	71.50	
Check	05/05/2016	75205	Accounts Payable	URIAS , RAYMOND		75.00
	Invoice		Date	Description	Amount	
	SL2016-01		04/20/2016	LEGAL SERVICES	75.00	
Check	05/05/2016	75206	Accounts Payable	VALENCIA , CLAUDIA B		250.00
	Invoice		Date	Description	Amount	
	2016-00001005		05/05/2016	CIVIC CONTRIBUTION-JOHNS HOPKINS UNIVERSITY	250.00	
Check	05/05/2016	75207	Accounts Payable	W.W.GRAINGER, INC		218.72
	Invoice		Date	Description	Amount	

City of San Luis

Payment Batch Register

Bank Account: 1BYPAYABLE - 1st BY Accounts Payable

Batch Date: 05/05/2016

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
	883009409		04/12/2016	SUPPLIES FOR GARBAGE CONTAINERS DUTIES/METER READERS	218.72	
Check	05/05/2016	75208	Accounts Payable	YUMA AUTOGLASS SPECIALIST LLC		243.90
	Invoice		Date	Description	Amount	
	1316		04/05/2016	WINDOW TINTING FOR CITY CLERK'S FORD TAURUS	243.90	
Check	05/05/2016	75209	Accounts Payable	YUMA COMMUNITY FOOD BANK		10,000.00
	Invoice		Date	Description	Amount	
	2016-00000987		05/04/2016	SPONSORSHIPS	10,000.00	
Check	05/05/2016	75210	Accounts Payable	YUMA COUNTY HUMANE SOCIETY		4,205.00
	Invoice		Date	Description	Amount	
	MARCH 2016		04/11/2016	KENNELING SERVICES FOR MARCH 2016	4,205.00	
Check	05/05/2016	75211	Accounts Payable	YUMA COUNTY WATER USERS		3.75
	Invoice		Date	Description	Amount	
	2016-00000994		04/14/2016	COPIES OF WATER CONVERSION CONTRACTS MAILED TO CUSTOMERS	3.75	
Check	05/05/2016	75212	Accounts Payable	YUMA COUNTY WATER USERS		180.41
	Invoice		Date	Description	Amount	
	2016-00000991		05/04/2016	INTEREST DUE ON LATE PAYMENT 2015 O&M	180.41	
Check	05/05/2016	75213	Accounts Payable	YUMA PRINTING & GRAPHIC DEPT.		560.24
	Invoice		Date	Description	Amount	
	8754		04/08/2016	2016 NEIGHBORHOOD CLEAN-UP PROJECT/BROCHURES	560.24	
Check	05/05/2016	75214	Accounts Payable	YUMA SUN, INC		1,825.24
	Invoice		Date	Description	Amount	
	72146		11/20/2015	PUBLICITY & ADVERTISEMENT FOR XMAS FESTIVAL 2015	349.00	
	72147		11/23/2015	PUBLICITY & ADVERTISEMENT FOR XMAS FESTIVAL 2015	299.00	
	72154		11/25/2015	PUBLICITY & ADVERTISEMENT FOR XMAS FESTIVAL 2015	954.00	
	9314-113015		11/30/2015	SERVICE CHARGE	52.42	
	90538		04/25/2016	LEGAL PUBLICATIONS	73.55	
	90530		04/25/2016	LEGAL PUBLICATIONS	97.27	
Check	05/05/2016	75215	Accounts Payable	YUMA WINLECTRIC CO.		3,023.36
	Invoice		Date	Description	Amount	

Schedule B

City of San Luis

Payment Batch Register

Bank Account: 1BYPAYABLE - 1st BY Accounts Payable

Batch Date: 05/05/2016

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
	476217 00		04/13/2016	ELECTRICAL MATERIAL F/ NEW CHLORINATOR ROOM@WS#3 & #4	3,023.36	
Check	05/05/2016	75216	Accounts Payable	YUMA WINNELSON CO.		2,104.28
	Invoice		Date	Description	Amount	
	268790 00		02/17/2016	REPAIR FOR BLACKFLOW IN FRONT OF KARATE BUILDING - WILKINS 4-350	2,104.28	
1BYPAYABLE 1st BY Accounts Payable Totals:				Transactions: 79		$386,409.52

Checks: 79 $386,409.52

Prepared By:
Maggie Dominguez
Date: 5/5/16

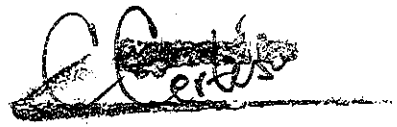
Schedule C

Pay Day Register Report

Pay Date Range 04/16/16 - 04/29/16

Pay Batch 201609

UNITED WAY	33.00	.00	NORTH ISLAND CREDIT UNION	777.80
US & MEX DENTAL= FAMILY	619.50	.00	Sunbank	466.74
US & MEX HEALTH = C	5,761.73	.00	THE FOOTHILLS BANK	1,891.28
US & MEX HEALTH = FAMILY	3,009.44	.00	WASHINGTON FEDERAL	4,275.10
US & MEX HEALTH = SP	1,405.30	.00	Wells Fargo	44,316.94
VSP - VISION FAMILY	590.85	.00	Total	$213,293.74
Net	$234,229.42			
			Check	$20,935.68



City of San Luis

Payment Batch Register

Bank Account: 1BYPAYABLE - 1st BY Accounts Payable

Batch Date: 05/10/2016

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
Bank Account: 1BYPAYABLE - 1st BY Accounts Payable					
Check	05/10/2016	75217 Utility Management Refund	ARAGON , RAYMUNDO & DOLORES		112.61
	Account Type		Account Number	Transaction Date	Transaction Type
Check	05/10/2016	75218 Utility Management Refund	BRIAN A BARKER & BARKER MORRISSEY CONTRACTING		265.32
	Account Type		Account Number	Transaction Date	Transaction Type
Check	05/10/2016	75219 Utility Management Refund	CARRILLO , LUIS A		188.98
	Account Type		Account Number	Transaction Date	Transaction Type
Check	05/10/2016	75220 Utility Management Refund	CASTANEDA , ADRIANNA		154.85
	Account Type		Account Number	Transaction Date	Transaction Type
Check	05/10/2016	75221 Utility Management Refund	CISNEROS , FRANCISCO J		64.76
	Account Type		Account Number	Transaction Date	Transaction Type
Check	05/10/2016	75222 Utility Management Refund	COLUNGA , CRISTIAN & JESSICA		46.65
	Account Type		Account Number	Transaction Date	Transaction Type
Check	05/10/2016	75223 Utility Management Refund	DELGADO CRISTIAN , HOLGUIN ALMA		202.79
	Account Type		Account Number	Transaction Date	Transaction Type
Check	05/10/2016	75224 Utility Management Refund	ENCINAS, JOAQUIN & CAROLINA E		155.75
	Account Type		Account Number	Transaction Date	Transaction Type
Check	05/10/2016	75225 Utility Management Refund	GUERRERO , HAZOL A		212.38
	Account Type		Account Number	Transaction Date	Transaction Type
Check	05/10/2016	75226 Utility Management Refund	GUZMAN , ROSA & FRANCISCA		153.60
	Account Type		Account Number	Transaction Date	Transaction Type
Check	05/10/2016	75227 Utility Management Refund	LUNA , JOSE		205.97
	Account Type		Account Number	Transaction Date	Transaction Type
Check	05/10/2016	75228 Utility Management Refund	MARTINEZ, IRENE & PULLIN, SERGIO		155.95
	Account Type		Account Number	Transaction Date	Transaction Type

Schedule D.

City of San Luis

Payment Batch Register

Bank Account: 1BYPAYABLE - 1st BY Accounts Payable
Batch Date: 05/10/2016

Type	Date	Number	Source	Payee Name	EFT Bank/Account		Transaction Amount
Check	05/10/2016	75229	Utility Management Refund	MEZA , CAROLINA			23.76
	Account Type			Account Number	Transaction Date	Transaction Type	
Check	05/10/2016	75230	Utility Management Refund	MUNOZ, OMAR & MAYRA GONZALEZ			88.06
	Account Type			Account Number	Transaction Date	Transaction Type	
Check	05/10/2016	75231	Utility Management Refund	NINO , MA CARMEN			188.98
	Account Type			Account Number	Transaction Date	Transaction Type	
Check	05/10/2016	75232	Utility Management Refund	SANTIESTEBAN , MARTHA			145.27
	Account Type			Account Number	Transaction Date	Transaction Type	
Check	05/10/2016	75233	Utility Management Refund	TORRES , OLGA A			74.13
	Account Type			Account Number	Transaction Date	Transaction Type	
Check	05/10/2016	75234	Utility Management Refund	TREVINO , JOSE & KARLA			140.37
	Account Type			Account Number	Transaction Date	Transaction Type	

1BYPAYABLE 1st BY Accounts Payable Totals: Transactions: 18 $2,580.18

Checks: 18 $2,580.18

Prepared By:
Maggie Dominguez
Date: 5/10/16

Schedule E

City of San Luis

Payment Batch Register

Bank Account: 1BYPAYABLE - 1st BY Accounts Payable

Batch Date: 05/10/2016

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Bank Account: 1BYPAYABLE - 1st BY Accounts Payable						
Check	05/10/2016	75235	Accounts Payable	CENTURYLINK		132.79

Invoice	Date	Description	Amount
2016-00001007	05/10/2016	SERVICES FOR THE BUSINESS INCUBATOR 040416-050316	132.79

1BYPAYABLE 1st BY Accounts Payable Totals:		Transactions: 1	$132.79

Checks:	1	$132.79

Prepared By:
Maggie Dominguez
Date: Maggie D. 5/10/14

City of San Luis

Payment Batch Register

Bank Account: 1BYPAYABLE - 1st BY Accounts Payable

Batch Date: 05/12/2016

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Bank Account: 1BYPAYABLE - 1st BY Accounts Payable						
Check	05/12/2016	75236	Accounts Payable	84 LUMBER		4,033.81

Invoice	Date	Description	Amount
3004-736140	03/04/2016	MATERIAL F/ NEW CHLORINATOR ROOM CONSTRUCTION@WS#3	1,509.01
3004-737044	03/23/2016	MATERIAL F/ NEW CHLORINATOR ROOM CONSTRUCTION@WS#3	1,103.11
3004-738478	04/22/2016	MATERIAL F/ NEW CHLORINATOR ROOM CONSTRUCTION@WS#3	1,382.51
2016-00001018	05/10/2016	FINANCE CHARGES	39.18

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	05/12/2016	75237	Accounts Payable	ALSCO, INC		166.56

Invoice	Date	Description	Amount
LYUM1052695	03/25/2016	UNIFORM SERVICE FOR PARKS EMPLOYEES	83.28
LYUM1050736	03/18/2016	UNIFORM SERVICE FOR PARKS EMPLOYEES	83.28

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	05/12/2016	75238	Accounts Payable	ANGEL'S TOWING SERVICE/AUTO SALES		225.00

Invoice	Date	Description	Amount
1753	04/27/2016	TOW SERVICE FOR SLPD IMPOUNDED VEHICLES	75.00
1754	04/28/2016	TOW SERVICE FOR SLPD IMPOUNDED VEHICLES	75.00
1757	04/30/2016	TOW SERVICE FOR SLPD IMPOUNDED VEHICLES	75.00

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	05/12/2016	75239	Accounts Payable	ARIZONA BRAKE & CLUTCH SUPPLY		126.17

Invoice	Date	Description	Amount
36352	03/03/2016	BRAKE SPRING TOOL	48.73
37770	04/27/2016	CREDIT	(48.73)
37555	04/19/2016	HWY USER 3580 EE735	126.17

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	05/12/2016	75240	Accounts Payable	ARIZONA PUBLIC SERVICE		70.63

Invoice	Date	Description	Amount
014832287MAY16	05/12/2016	ELECTRICITY - 1170 N LAKIN DR SLIFT	70.63

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	05/12/2016	75241	Accounts Payable	ARIZONA SOUTHWEST UNIFORMS LLC		151.71

Invoice	Date	Description	Amount
16-03071	03/09/2016	UNIFORM SHIRTS / EMBROIDERY FOR CHIEF	151.71

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	05/12/2016	75242	Accounts Payable	BALAR EQUIPMENT CORPORATION		1,642.65

Invoice	Date	Description	Amount

City of San Luis

Payment Batch Register

Bank Account: 1BYPAYABLE - 1st BY Accounts Payable

Batch Date: 05/12/2016

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
	216068		03/15/2016	PURCHASE OF AUTOMOTIVE PARTS FOR WASTEWATER DEPT VIN#1680	1,392.91	
	216020		03/15/2016	PURCHASE OF AUTOMOTIVE PARTS FOR WASTEWATER VIN# 1680	249.74	
Check	05/12/2016	75243	Accounts Payable	BILL ALEXANDER FORD		32.78
	Invoice		Date	Description	Amount	
	321305		04/08/2016	WW 4839 EE180	32.78	
Check	05/12/2016	75244	Accounts Payable	BORDER FITNESS GYM		925.00
	Invoice		Date	Description	Amount	
	2016-00001008		05/03/2016	APRIL 2016 MONTHLY SERVICE FEE	925.00	
Check	05/12/2016	75245	Accounts Payable	CAZAREZ , KATHYA		190.00
	Invoice		Date	Description	Amount	
	2016-00001026		05/12/2016	SERVICES RENDERED OF SCOREKEEPER FOR MEN'S BASKETBALL FALL SEAS	190.00	
Check	05/12/2016	75246	Accounts Payable	CENTURYLINK		111.93
	Invoice		Date	Description	Amount	
	1371305366		05/12/2016	LONG DISTANCE PHONE SERVICE - MARCH 2016	111.93	
Check	05/12/2016	75247	Accounts Payable	CENTURYLINK		4,245.28
	Invoice		Date	Description	Amount	
	2016-00001021		05/12/2016	LOCAL PHONE SERVICE - APRIL 2016	4,245.28	
Check	05/12/2016	75248	Accounts Payable	CITY OF YUMA		29,287.34
	Invoice		Date	Description	Amount	
	2016-0000061		04/04/2016	QUARTERLYL YRCS RADIO/MAINTENANCE FEES	28,799.84	
	2016-0000046		01/05/2016	QUARTERLYL YRCS RADIO/MAINTENANCE FEES	487.50	
Check	05/12/2016	75249	Accounts Payable	COPPER STATE BOLTS & NUT CO.		21.04
	Invoice		Date	Description	Amount	
	I01555658		03/17/2016	NUTS & BOLTS FOR MAINTENANCE REPAIRS	21.04	
Check	05/12/2016	75250	Accounts Payable	DAVE'S AUTO GLASS & UPHOLSTERY		108.00
	Invoice		Date	Description	Amount	
	042716		04/27/2016	REPAIR UPHOLSTERY ON GOLF CART SEATS FOR POLICE DEPT VIN# 5788	108.00	
Check	05/12/2016	75251	Accounts Payable	DIRECTV, INC		111.98

City of San Luis

Payment Batch Register

Bank Account: 1BYPAYABLE - 1st BY Accounts Payable

Batch Date: 05/12/2016

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
	Invoice		Date	Description	Amount	
	2016-00001009		05/11/2016	DIRECTV MONTHLY SERVICES FOR YOUTH CENTER 0415-0514	111.98	
Check	05/12/2016	75252	Accounts Payable	EMPIRE MACHINERY		220.00
	Invoice		Date	Description	Amount	
	EPWK0382145		02/22/2016	INSPECT TRANSFER SWITCH	110.00	
	EPWK0382141		02/22/2016	INSPECT TRANSFER SWITCH	110.00	
	EPPS0523051		03/04/2016	FREIGHT CHARGES	18.67	
	EPPC0127585		02/09/2016	CREDIT FOR FREIGHT CHARGES	(18.67)	
Check	05/12/2016	75253	Accounts Payable	FX TACTICAL, LLC		465.43
	Invoice		Date	Description	Amount	
	I1		05/11/2016	UNIFORM FOR PD	430.20	
	I1-10001924		04/05/2016	UNIFORM FOR PD	35.23	
Check	05/12/2016	75254	Accounts Payable	GARCIA , JESUS		360.00
	Invoice		Date	Description	Amount	
	2016-00001027		05/12/2016	SERVICES RENDERED OF REFERE FOR FLAG FOOTBALL FALL SEASON 2016	360.00	
Check	05/12/2016	75255	Accounts Payable	GARCIA-BONILLA, ELIZABETH		167.00
	Invoice		Date	Description	Amount	
	GB 042416		04/21/2016	TRAVEL - NEW WORLD 2016 USER CONFERENCE	59.00	
	GB 051616		05/12/2016	TRAVEL - CERTIFIED PUBLIC MANAGER PRGM	108.00	
Check	05/12/2016	75256	Accounts Payable	GATEWAY COMMUNITY COLLEGE		87.00
	Invoice		Date	Description	Amount	
	2016-00001023		05/12/2016	ADEQ OPERATOR CERTIFICATION EXAM FEE (EE#801 HERNANDEZ)	87.00	
Check	05/12/2016	75257	Accounts Payable	GREEN D. HENRY		260.00
	Invoice		Date	Description	Amount	
	2016-00001025		05/12/2016	PUBLIC SAFETY PERSONNEL RETIREMENT SYSTEM REIMBURSEMENT	260.00	
Check	05/12/2016	75258	Accounts Payable	INTERNATIONAL MUNICIPAL SIGNAL ASSOC		415.00
	Invoice		Date	Description	Amount	
	2678		05/12/2016	REGISTRATION F/ TRAFFIC SIGNAL TECH. (EE#819 GONZALEZ)	415.00	

City of San Luis

Payment Batch Register

Bank Account: 1BYPAYABLE - 1st BY Accounts Payable

Batch Date: 05/12/2016

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	05/12/2016	75259	Accounts Payable	JENKINS, OLIVIA		108.00

Invoice	Date	Description	Amount
JENKINS 051816	05/12/2016	TRAVEL - MLI PAINLESS PERFORMANCE MGMT	108.00

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	05/12/2016	75260	Accounts Payable	LEXIS NEXIS RISK DATA MANAGEMENT INC.		100.00

Invoice	Date	Description	Amount
1499424-20160430	04/30/2016	MONTHLY SUBSCRIPTION FEE	100.00

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	05/12/2016	75261	Accounts Payable	MAYA'S CONSTRUCTION LLC.		1,206.36

Invoice	Date	Description	Amount
527	05/02/2016	REPLACEMENT OF APPROXIMATELY 30 PIECES OF ROOF TILE AT FIRE DEPT	1,206.36

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	05/12/2016	75262	Accounts Payable	MGM INTERNET SOLUTIONS, INC		45.00

Invoice	Date	Description	Amount
38551	05/01/2016	MONTHLY DOMAIN, HOSTING, MAINTENANCE	45.00

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	05/12/2016	75263	Accounts Payable	MORENO , ANDREA		108.00

Invoice	Date	Description	Amount
MORENO 051616	05/12/2016	TRAVEL - CERTIFIED PUBLIC MANAGER PRGM	108.00

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	05/12/2016	75264	Accounts Payable	MUNOZ , MARIA		108.00

Invoice	Date	Description	Amount
MUNOZ 051716	05/12/2016	TRAVEL - MLI PAINLESS PERFORMANCE MGMT	108.00

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	05/12/2016	75265	Accounts Payable	NAT'L ASSOC OF LATINO ELECTED & APPOINTED OFFICIAL		700.00

Invoice	Date	Description	Amount
61150	05/12/2016	NALEO MEMBERSHIP DUES	700.00

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	05/12/2016	75266	Accounts Payable	PLUMBERS DEPOT INC.		653.04

Invoice	Date	Description	Amount
PD-31134	04/08/2016	REPLACEMENT PARTS FOR CAMERA USED W/ VAC-TRUCK (INSPECTIONS)	653.04

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	05/12/2016	75267	Accounts Payable	PPEP TEC HIGH SCHOOL		500.00

Invoice	Date	Description	Amount
2016-00001024	05/12/2016	GRADUATION SPONSORSHIP	500.00

City of San Luis

Payment Batch Register

Bank Account: 1BYPAYABLE - 1st BY Accounts Payable

Batch Date: 05/12/2016

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	05/12/2016	75268	Accounts Payable	QUINONES TIRE LLC		115.00
	Invoice		Date	Description	Amount	
	8838		04/07/2016	REPAIRS AND/OR MAINTENANCE FOR PW VEHICLES	50.00	
	8843		04/11/2016	REPAIRS AND/OR MAINTENANCE FOR PW VEHICLES	65.00	
Check	05/12/2016	75269	Accounts Payable	QUINONEZ , FRANCISCO		300.00
	Invoice		Date	Description	Amount	
	9149		04/29/2016	TOW SERVICE FOR SLPD IMPOUNDED VEHICLES	75.00	
	9276		04/30/2016	TOW SERVICE FOR SLPD IMPOUNDED VEHICLES	75.00	
	9323		05/01/2016	TOW SERVICE FOR SLPD IMPOUNDED VEHICLES	75.00	
	9356		05/02/2016	TOW SERVICE FOR SLPD IMPOUNDED VEHICLES	75.00	
Check	05/12/2016	75270	Accounts Payable	RAMON MOSQUEDA		40.50
	Invoice		Date	Description	Amount	
	1364		04/25/2016	PAYMENT FOR CITY LOGO EMBROIDERY FOR CULTURAL CENTER SHIRTS	40.50	
Check	05/12/2016	75271	Accounts Payable	REAL PURIFIED WATER LLC		40.65
	Invoice		Date	Description	Amount	
	13784		04/05/2016	WATER SERVICES AT SENIOR CENTER	8.13	
	13002		04/06/2016	WATER SERVICES AT SENIOR CENTER	8.13	
	13530		03/09/2016	WATER SERVICES AT SENIOR CENTER	8.13	
	12395		02/10/2016	WATER SERVICES AT SENIOR CENTER	8.13	
	12223		01/13/2016	WATER SERVICES AT SENIOR CENTER	8.13	
Check	05/12/2016	75272	Accounts Payable	ROJAS, MANUEL		108.00
	Invoice		Date	Description	Amount	
	ROJAS 051716		05/12/2016	TRAVEL - MLI PAINLESS PERFORMANCE MGMT	108.00	
Check	05/12/2016	75273	Accounts Payable	SAN LUIS SPEAR POINT SOLAR I, LLC		26,070.09
	Invoice		Date	Description	Amount	
	000481		04/30/2016	SOLAR POWER DELIVERED - APRIL 2016	26,070.09	
Check	05/12/2016	75274	Accounts Payable	SANFORD , JAMES		71.76
	Invoice		Date	Description	Amount	
	SH 14636		02/16/2016	UNIFORM SHIRTS FOR SL FFS	71.76	
Check	05/12/2016	75275	Accounts Payable	SMART MANAGEMENT		600.00

City of San Luis

Payment Batch Register

Bank Account: 1BYPAYABLE - 1st BY Accounts Payable

Batch Date: 05/12/2016

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
	Invoice		Date	Description	Amount	
	05132016		05/09/2016	BAND SERVICES FOR MOTHERS DAY CELEBRATION AT SENIOR CENTER	600.00	
Check	05/12/2016	75276	Accounts Payable	SOUTH YUMA COUNTY LANDFILL		38,264.10
	Invoice		Date	Description	Amount	
	8183		03/15/2016	LANDFILL FEES FROM 030116-031516	12,660.91	
	8257		04/01/2016	LANDFILL FEES FROM 031616-033116	12,641.24	
	8344		04/15/2016	LANDFILL FEES FROM 040116-041516	12,961.95	
Check	05/12/2016	75277	Accounts Payable	SUN RENTAL AND SALES INC.		82.37
	Invoice		Date	Description	Amount	
	172197		05/12/2016	PURCHASE OF LINE TRIMMER NEEDED FOR WEED EATERS FROM PARKS DEPT	82.37	
Check	05/12/2016	75278	Accounts Payable	TIME WARNER CABLE		11,512.37
	Invoice		Date	Description	Amount	
	0383		05/11/2016	SERVICE PERIOD 04/30/16 TO 05/29/16	64.81	
	2531MAY		05/12/2016	ISP FOR CITY HALL AND REMOTE SITES	2,950.00	
	1733MAY		05/12/2016	ISP FOR CITY HALL AND REMOTE SITES	1,564.86	
	2556MAY		05/12/2016	ISP FOR CITY HALL AND REMOTE SITES	1,554.86	
	2549MAY		05/12/2016	ISP FOR CITY HALL AND REMOTE SITES	1,999.10	
	2598MAY		05/12/2016	ISP FOR CITY HALL AND REMOTE SITES	3,168.76	
	3153MAY		05/12/2016	ISP FOR CITY HALL AND REMOTE SITES	209.98	
Check	05/12/2016	75279	Accounts Payable	TORRES , CRISTIAN		120.00
	Invoice		Date	Description	Amount	
	42716		05/12/2016	RENTAL OF CHAIRS AND TABLES FOR DIA EL NINO EVENT AT JOE ORDUNO	120.00	
Check	05/12/2016	75280	Accounts Payable	VALENCIA , ADALBERTO		108.00
	Invoice		Date	Description	Amount	
	2016-00001028		05/12/2016	SERVICES RENDERED OF REFEREE FOR WOMEN VOLLEYBALL LEAGUE 2016	108.00	
Check	05/12/2016	75281	Accounts Payable	VERIZON WIRELESS MESSAGING SVC		2,880.76
	Invoice		Date	Description	Amount	
	9764271675		05/12/2016	MONTHLY STATEMENT CHARGES #342064499-00001 MDC	2,880.76	
Check	05/12/2016	75282	Accounts Payable	YOUNG PEST CONTROL LLC		510.00

Schedule F

City of San Luis

Payment Batch Register

Bank Account: 1BYPAYABLE - 1st BY Accounts Payable

Batch Date: 05/12/2016

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
	Invoice		Date	Description	Amount	
	2016-00001019		04/25/2016	PEST CONTROL SERVICES FOR VARIOUS DEPARTMENTS	510.00	
Check	05/12/2016	75283	Accounts Payable	YUMA PRINTING & GRAPHIC DEPT.		104.58
	Invoice		Date	Description	Amount	
	8799		04/18/2016	EMPLOYEE PICNIC INVITATIONS	104.58	
Check	05/12/2016	75284	Accounts Payable	YUMA REGIONAL MEDICAL CENTER		4,242.11
	Invoice		Date	Description	Amount	
	2564		07/31/2015	PHARMACY CHARGES FROM JULY 2015	652.23	
	2605		08/31/2015	PHARMACY CHARGES FROM AUG 2015	283.37	
	2646		09/30/2015	PHARMACY CHARGES FROM SEPT 2015	652.84	
	2768		01/22/2016	PHARMACY CHARGES FROM OCT, NOV DEC 2015	2,653.67	
Check	05/12/2016	75285	Accounts Payable	YUMA SUN, INC		645.74
	Invoice		Date	Description	Amount	
	0079688		01/31/2016	PIO AD	399.00	
	0053529		02/01/2015	LEGAL AD FOR NEW WATER MAIN CO. 25TH ST FROM AVE 'E' TO AVE 'D'	246.74	
Check	05/12/2016	75286	Accounts Payable	YUMA WINLECTRIC CO.		2,276.33
	Invoice		Date	Description	Amount	
	478187 00		03/31/2016	REPLACEMENT/SPARE FUSES F/ CONTROL PANELS@ALL LIFSTATIONS	2,276.33	
Check	05/12/2016	75287	Accounts Payable	Z TRENDZ		2,334.94
	Invoice		Date	Description	Amount	
	16-650		04/25/2016	EMPLOYEE PICNIC SHIRTS	2,334.94	
Check	05/12/2016	75288	Accounts Payable	ZARAGOZA, GERARDO		300.00
	Invoice		Date	Description	Amount	
	2016-00001029		05/12/2016	YEARLY TRIP FOR EXPLORERS	300.00	
1BYPAYABLE 1st BY Accounts Payable Totals:				Transactions: 53		$137,680.01

Checks: 53 $137,680.01

Prepared By:
Maggie Dominguez
Date: 5/12/16

Schedule G

City of San Luis

Payment Batch Register

Bank Account: 1BYPAYABLE - 1st BY Accounts Payable

Batch Date: 05/12/2016

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Bank Account: 1BYPAYABLE - 1st BY Accounts Payable						
Check	05/12/2016	75289	Accounts Payable	ROSALES , MATIAS		255.00

Invoice	Date	Description	Amount
ROSALES 051716	05/12/2016	TRAVEL - BINATIONAL BRIDGES/BORDER CROSSINGS GRP MEETING	255.00

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	05/12/2016	75290	Accounts Payable	SANCHEZ, GERARDO		255.00

Invoice	Date	Description	Amount
SANCHEZ 051716	05/12/2016	TRAVEL - BINATIONAL BRIDGES/BORDER CROSSINGS GRP MEETING	255.00

1BYPAYABLE 1st BY Accounts Payable Totals: Transactions: 2 $510.00

Checks: 2 $510.00

Prepared By:
Maggie Dominguez
Date: 5/12/16

AGENDA ITEM REVIEW FORM

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

Meeting Date: 05/25/2016

Department Head: Olivia Jenkins, Utilities Director, Utilities Department

Submitted By: Olivia Jenkins, Utilities Director, Utilities Department

Action Requested: Motion

ITEM:

Discussion and possible action on any and all matters regarding contract continuation and renewal with Standard Printing Company, Inc., DBA Information Outsource using Cooperative Procurement Procedures under Section 36.09 of the City Code for processing, printing and mailing of utility bills and notices. **(Olivia Jenkins, Utilities Director)**

SUMMARY:

The utility department contracts out for processing, printing and mailing of utility bills and notices. The contract signed in 2013 with Information Outsource has expired and the contract stipulates that it may be renewed for an additional three (3) years. The current annual expense for service is approximately **$15,100.00**; but it may go above that amount due to increase in utility accounts. The City has established good-efficient service with this vendor. Information Outsource (IOS) has been dependable and is offering to continue with same pricing. Contract renewal will guarantee same pricing, service, continuity, avoid additional costs involved with changing companies for this service.

The City's Procurement Code Section 36.09 allows for cooperative purchasing. The City contract is a piggy-back to an awarded bid from the City of Buckeye, Arizona.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO APPROVE AND AUTHORIZE APPROPRIATE CITY OFFICIALS TO EXECUTE AND CONTINUE THE CONTRACT AGREEMENT WITH STANDARD PRINTING COMPANY, INC., DBA INFORMATION OUTSOURCE IN THE FORM AS PRESENTED.

Supporting information not attached to the Agenda Item Review Form:

Supporting information is attached.

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:	$2,500.00
BUDGETED:	$39,600.00
AVAILABLE TO TRANSFER:	N/A

GL ACCT # & NAME/REMAINING BALANCE BEFORE PURCHASE: 300-301-80000 - Contractual Services, $8,801.10

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

The expense is budgeted in contractual services.

Attachments

Renewal Contract
Pricing Proposal
Email from IOS
City of Bukeye Contract
2013 Contract

Purchase Agreement
Between
The City of San Luis
And
Standard Printing Company, Inc., d/b/a Information Outsource

THIS PURCHASE AGREEMENT (this agreement) is entered into as of March 2, 2016 between the City of San Luis, (the City) and Standard Printing Company, Inc. d/b/a Information Outsource. (Vender)

RECITALS

A. After a competitive procurement process, the Town of Buckeye entered into Contract No. 2012-142 (the Buckeye Contract) with the Vender, to provide the processing, printing and mailing of utility bills, delinquent notices, final notices and associated services. (the services) A copy of the Buckeye Contract is attached hereto and incorporated herein by reference.

B. The City of San Luis is permitted to purchase the services under the Buckeye Contract without further public bidding.

C. The City of San Luis desires to contract with the Vender for the Services under the Buckeye Contract.

Agreement

1. Term of Agreement. This agreement shall be effective as of the date set forth above and shall remain in effect until March 31, 2018. Thereafter the parties may renew this agreement up to three addition one-year terms with no changes to the terms and conditions unless mutually agreed upon by all parties noted above.

2. Scope of Work. Vender shall provide the services under the terms and conditions of the Buckeye Contract.

3. Compensation. The City of San Luis shall pay the Vender for services as set forth on the pricing schedule.

City:

City of San Luis

By: _____

Title: _____

Date: _____

Vender:

Standard Printing Company, Inc., d/b/a Information Outsource

By: Debbie Bogdanski

Title: Director of Operations

Date: March 2, 2016

Pricing Proposal

Date: 9/17/13
To: Olivia Jenkins - San Luis
From: Debbie Bogdanski - IO
Subject: City of San Luis UB's - 5700/mo (ojenkins@cityofsanluis.org)

Job Summary

Information Outsource (I/O) will simplex print City of San Luis's Utility Bills on preprinted White 20# Bond paper w/one horizontal perf. I/O will insert these statements into our standard #10 outbound envelopes with a "Return Service Requested" endorsement, along with our standard #9 envelope. I/O will then pre-sort, meter and deliver these envelopes to the USPS.

Cost Summary

Item		Cost	Description
Paper	$	0.032	*20# white stock with horizontal perforation. Based on a 6 month qty.*
#10 Envelope	$	0.023	*Standard #10 double-window envelope*
#9 Envelope	$	0.020	*Standard #9 single-window envelope*
NCOA			*Charge per address*
Pre-Processing	$	0.005	*Conversion to IO database*
First Page Service	$	0.092	*Formatting data, postal sorting, postal reports, laser image first page (simplex), fold, insert, seal, meter, tray and deliver to USPS*
Sub-Total Per Envelope	***$***	***0.172***	
Postage	$	0.384	*Postage is only an estimate. Actual postage will be applied and ranges from $.360 - $.460, depending on the make-up of your data file*
Grand Total Per Envelope	**$**	**0.556**	

Additional Services

Materials	***Cost per piece***
Standard blank stock, white 20# bond with no perforation	$ 0.010
9" x 12" stock double-window envelope (7 - 54 page documents)	$ 0.080
10" x 13" stock envelope (55 - 219 page documents)	$ 0.090
Letter size shipping carton (220+ page documents)	$ 2.500
Archival	
CD Archival - Compact Disk, stock	$ 15.000
.DBF archival - per record	$ 0.010
.PDF archival - per image	$ 0.020
Handling	
NCOA Link	$ 0.010
Additional page - image, simplex, fold & insert	$ 0.060
Static inserts - insertion fee	$ 0.010
Selective inserts & business reply envelopes - insertion fee ($25 minimum per insert type)	$ 0.015
"Pulled documents" - not mailed to customer	$ 0.050
Electronic Bill Presentment & Payment	
Document upload	upon request
Email notification	upon request

Manual Mail Prep Charges

Manual mail prep per envelope charge: 7-54 pages	$ 0.250
Manual mail prep per envelope charge: 55 + pages	$ 0.750

Programming

Per Hour Charge:	$ 100.000

A programming estimate will be provided after test data has been reviewed.

A Minimum processing fee of $75.00 will be added to your invoice if the Service Cost and additional costs fall below $75.00. (Cost variance will be applied)

Signed By:_____
Company: _____
Date: _____

Signed By: _____
Information Outsource
Date: _____

Please review the Terms & Conditions sheet of this workbook as well.

Standard Printing Company/Information Outsource
Phone: 800-735-9515

Pricing secured for 90 days.

Thank you for your business!

RE: San Luis - Contract

Monday, April 11, 2016 6:24 PM

Subject	**RE: San Luis - Contract**
From	Sherry Stevens
To	Olivia Jenkins; Jorge Perez
Cc	Debbie Bogdanski
Sent	Monday, March 21, 2016 3:52 PM
Attachments	IOProposal _San Luis... CIty of Buckeye_...

Hi Olivia!

I have attached the extension letter from Buckeye and your pricing proposal. We will hold your prices as is for 2016. Please let me know if you need anything else.

Thanks!
~Sherry~

From: Olivia Jenkins [mailto:OJenkins@cityofsanluis.org]
Sent: Monday, March 21, 2016 10:30 AM
To: Sherry Stevens; Jorge Perez
Cc: Debbie Bogdanski
Subject: RE: San Luis - Contract

Hello Sherry,

Thank you for getting back to me on the matter. I had forwarded the purchase agreement to finance and legal, and I overlooked getting back to you since they had not responded. I just checked with legal, and they need to see the pricing sheet, and the Service Agreement between Buckeye and IOS.

If you could please provide at your earliest, it will be greatly appreciated, thank you.

Olivia

From: Sherry Stevens [mailto:sherrys@spcio.com]
Sent: Friday, March 18, 2016 11:52 AM
To: Olivia Jenkins <OJenkins@cityofsanluis.org>; Jorge Perez <jperez@cityofsanluis.org>
Cc: Debbie Bogdanski <debbieb@spcio.com>

Subject: RE: San Luis - Contract

Hi Olivia!

I wanted to check in on this to see if you had any questions or if you are ready to sign and return to us?

Thanks!
~Sherry~

From: Sherry Stevens
Sent: Wednesday, March 02, 2016 3:33 PM
To: 'Olivia Jenkins'; Jorge Perez
Cc: Debbie Bogdanski
Subject: RE: San Luis - Contract

Hi Olivia and Jorge!

I have attached the new Contract. Please look it over and sign and return.

Thank you for your confidence in us!! We really do appreciate your business!!

~Sherry~

From: Olivia Jenkins [mailto:OJenkins@cityofsanluis.org]
Sent: Tuesday, March 01, 2016 10:08 AM
To: Sherry Stevens; Jorge Perez
Subject: RE: San Luis - Contract

Hi Sherry,

Yes, that is one I have…please if you could forward a copy, we would appreciate it.

Thank you,

Olivia

From: Sherry Stevens [mailto:sherrys@spcio.com]
Sent: Tuesday, March 01, 2016 9:59 AM
To: Olivia Jenkins <OJenkins@cityofsanluis.org>; Jorge Perez <jperez@cityofsanluis.org>
Subject: RE: San Luis - Contract

Hi Olivia!

We did receive the renewal from Buckeye to extend their contract, so if we need to update this, please let me know. The one I found was through 9/15…was that what you found?

Thanks!!

~Sherry~

Sherry Stilwell Stevens
Client Specialist
sherrys@spcio.com
INFORMATION OUTSOURCE
a division of Standard Printing Co.
3540 West Lincoln Street
Phoenix, AZ 85009
800-735-9515 Toll Free
602-352-2369 Phone
602-352-2370 Fax

From: Olivia Jenkins [mailto:OJenkins@cityofsanluis.org]
Sent: Tuesday, March 01, 2016 9:53 AM
To: Jorge Perez; Sherry Stevens
Subject: RE: Contract

Hello Sherry,

I found it…. ☺ thank you!!!

Olivia

From: Jorge Perez
Sent: Tuesday, March 01, 2016 5:37 AM
To: Sherry Stevens <Sherrys@spcio.com>
Cc: Olivia Jenkins <OJenkins@cityofsanluis.org>
Subject: Contract

Good morning Sherry,

Could you please provide us with the status of our contract with Information Outsource? We kind of remember that it was valid for three years, and sincerely I do not have it right on hand to look at it. we are currently preparing our next fiscal year budget and we would definitely like to continue working with you.

Thank you in advance.

Jorge R. Perez, CPM
Water Meter Reader Tech | Utilities Billing & Collections
1090 E. Union Street | P.O. Box 3750 | San Luis, Az 85349
Office: (928) 341-8570 | Ext. 2028 | Fax: (928) 341-8549
jperez@cityofsanluis.org | www.cityofsanluis.org

CHANGE ORDER #1

CITY OF BUCKEYE
CONTRACT 2012-142

CONTRACT EXTENSION

THIS CONTRACT, made and entered into on the 1st day of November, 2013, by and between the City of Buckeye, an Arizona municipal corporation (the "City"), and Standard Printing Company, Inc. dba Information Outsource, an Arizona Corporation ("the Vendor").

TERM OF CONTRACT

In accordance with Paragraph 1 of the Contract, the contract term is being extended for an additional year commencing October 1, 2015 through September 30, 2016.

All other terms and conditions of the original contract remain in full force and effect.

IN WITNESS WHEREOF, the City of Buckeye by its Manager of Construction and Contracting has hereunto subscribed his name this 3 day of Nov., 2015.

CITY OF BUCKEYE:

Christopher A. Williams, Manager
Construction & Contracting Division

VENDOR:
STANDARD PRINTING COMPANY, INC.
dba INFORMATION OUTSOURCE

Debbie Bogdanski, Director of Operations

3540 West Lincoln Street
Phoenix, AZ 85009

RECEIVED
2013 OCT 24 PM 4:26
CITY OF SAN LUIS
OFFICE OF THE CITY CLERK

October 22, 2013

City of San Luis
1090 E. Union Street
San Luis, AZ, 85349-1170

Attention: Melissa Lopez, CMC - Deputy City Clerk

Dear Melissa,

As you requested, I have enclosed the fully executed copy of the agreement.

A copy of the pricing proposal is included as well.

If you require any more from Standard Printing Company, please let me know.

We look forward to working with all at the City of San Luis.

Best regards,

Debbie Bogdanski
Director of Operations
Standard Printing Company

Purchase Agreement
Between
The City of San Luis
and
Standard Printing Company, Inc., d/b/a Information Outsource

THIS PURCHASE AGREEMENT (this agreement) is entered into as of September 15, 2013 between the City of San Luis, (the City) and Standard Printing Company, Inc., d/b/a Information Outsource (Vender)

RECITALS

A. After a competitive procurement process, the Town of Buckeye entered into Contract No. 2012-142 (the Buckeye Contract) with the Vender, to provide the processing, printing, and mailing of utility bills, delinquent notices, final notices and associated services. (the services) A copy of the Buckeye Contract is attached hereto and incorporated herein by reference.

B. The City of San Luis is permitted to purchase the services under the Buckeye Contract without further public bidding.

C. The City of San Luis desires to contract with the Vender for the Services under the Buckeye Contract.

Agreement

1. Term of Agreement. This agreement shall be effective as of the date set forth above and shall remain in effect until September 30, 2015. Thereafter the parties may renew this agreement for up to three additional one-year terms with no changes to the terms & conditions unless mutually agreed upon by all parties noted above.

2. Scope of Work. Vender shall provide the services under the terms and conditions of the Buckeye Contract.

3. Compensation. The City of San Luis shall pay the Vender for services as set forth on the pricing schedule.

City:

City of San Luis

By: Raquel Velez

Title: City Mgr

Date: 10/15/2013

Vender:

Standard Printing Company, Inc., d/b/a Information Outsource

By: Debbie Bogdonski

Title: Director of Operations

Date: October 22, 2013

Pricing Proposal

Date:	9/17/13
To:	Olivia Jenkins - San Luis
From:	Debbie Bogdanski - IO
Subject:	City of San Luis UB's - 5700/mo (ojenkins@cityofsanluis.org)

Job Summary

Information Outsource (I/O) will simplex print City of San Luis's Utility Bills on preprinted White 20# Bond paper w/one horizontal perf. I/O will insert these statements into our standard #10 outbound envelopes with a "Return Service Requested" endorsement, along with our standard #9 envelope. I/O will then pre-sort, meter and deliver these envelopes to the USPS.

Cost Summary

Item	Cost	Description
Paper	$ 0.032	*20# white stock with horizontal perforation. Based on a 6 month qty.*
#10 Envelope	$ 0.023	*Standard #10 double-window envelope*
#9 Envelope	$ 0.020	*Standard #9 single-window envelope*
NCOA		*Charge per address*
Pre-Processing	$ 0.005	*Conversion to IO database*
First Page Service	$ 0.092	*Formatting data, postal sorting, postal reports, laser image first page (simplex), fold, insert, seal, meter, tray and deliver to USPS*
Sub-Total Per Envelope	***$ 0.172***	
Postage	$ 0.384	*Postage is only an estimate. Actual postage will be applied and ranges from $.360 - $.460, depending on the make-up of your data file*
Grand Total Per Envelope	**$ 0.556**	

Additional Services

Materials	***Cost per piece***
Standard blank stock, white 20# bond with no perforation	$ 0.010
9" x 12" stock double-window envelope (7 - 54 page documents)	$ 0.080
10" x 13" stock envelope (55 - 219 page documents)	$ 0.090
Letter size shipping carton (220+ page documents)	$ 2.500
Archival	
CD Archival - Compact Disk, stock	$ 15.000
.DBF archival - per record	$ 0.010
.PDF archival - per image	$ 0.020
Handling	
NCOA Link	$ 0.010
Additional page - image, simplex, fold & insert	$ 0.060
Static inserts - insertion fee	$ 0.010
Selective inserts & business reply envelopes - insertion fee ($25 minimum per insert type)	$ 0.015
"Pulled documents" - not mailed to customer	$ 0.050
Electronic Bill Presentment & Payment	
Document upload	upon request
Email notification	upon request
Manual Mail Prep Charges	
Manual mail prep per envelope charge: 7-54 pages	$ 0.250
Manual mail prep per envelope charge: 55 + pages	$ 0.750
Programming	
Per Hour Charge:	$ 100.000

A programming estimate will be provided after test data has been reviewed.

A Minimum processing fee of $75.00 will be added to your invoice if the Service Cost and additional costs fall below $75.00. (Cost variance will be applied)

Signed By: Raul Velez
Company: City of San Luis
Date: 10-15-2013

Signed By: Debbie Bogdanski
Information Outsource
Date: 10/22/13

Please review the Terms & Conditions sheet of this workbook as well.

Pricing secured for 90 days.

Thank you for your business!

Purchase Agreement
Between
The City of San Luis
and
Standard Printing Company, Inc., d/b/a Information Outsource

THIS PURCHASE AGREEMENT (this agreement) is entered into as of September 15, 2013 between the City of San Luis, (the City) and Standard Printing Company, Inc., d/b/a Information Outsource (Vender)

RECITALS

A. After a competitive procurement process, the Town of Buckeye entered into Contract No. 2012-142 (the Buckeye Contract) with the Vender, to provide the processing, printing, and mailing of utility bills, delinquent notices, final notices and associated services. (the services) A copy of the Buckeye Contract is attached hereto and incorporated herein by reference.

B. The City of San Luis is permitted to purchase the services under the Buckeye Contract without further public bidding.

C. The City of San Luis desires to contract with the Vender for the Services under the Buckeye Contract.

Agreement

1. Term of Agreement. This agreement shall be effective as of the date set forth above and shall remain in effect until September 30, 2015. Thereafter the parties may renew this agreement for up to three additional one-year terms with no changes to the terms & conditions unless mutually agreed upon by all parties noted above.

2. Scope of Work. Vender shall provide the services under the terms and conditions of the Buckeye Contract.

3. Compensation. The City of San Luis shall pay the Vender for services as set forth on the pricing schedule.

City:

City of San Luis

By: Raquel Vera

Title: City Mgr

Date: 10/15/2013

Vender:

Standard Printing Company, Inc., d/b/a Information Outsource

By: _____

Title: _____

Date: _____

SERVICE AGREEMENT
BETWEEN
THE TOWN OF BUCKEYE
AND
STANDARD PRINTING COMPANY, INC.
dba INFORMATION OUTSOURCE

THIS SERVICE AGREEMENT (this "Agreement") is made as of November 1, 2013, between the Town of Buckeye, an Arizona municipal corporation (the "Town") and Standard Printing Company, Inc. dba Information Outsource, an Arizona corporation (the "Vendor").

RECITALS

A. The Town issued a Request for Proposals entitled "Automated Printing and Mailing Services (2012-142)" (the "RFP"), attached hereto as Exhibit A and incorporated herein by reference, seeking proposals from Vendors interested in providing Automated Printing and Mailing Services.

B. The Vendor submitted a proposal in response to the RFP (the "Proposal"), attached hereto as Exhibit B and incorporated herein by reference, and the Town desires to enter into an Agreement with the Vendor for Automated Printing and Mailing Services (the "Services").

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by reference, and the following mutual covenants and conditions, the Town and the Vendor hereby agree as follows:

1. Term of Agreement. This Agreement shall be effective as of the date first set forth above and shall remain in full force and effect until September 30, 2015. Thereafter, the parties may renew this Agreement for up to three (3) additional one-year terms, with no material changes to the terms and conditions unless agreed upon by mutual agreement of the Vendor and the Town of Buckeye.

2. Scope of Work. Vendor shall provide the Services as set forth in the Scope of Work, attached hereto as Exhibit C and incorporated herein by reference, and the Vendor Proposal, attached hereto as Exhibit C and incorporated herein by reference.

3. Compensation. The Town shall pay for the Services as set forth in the Fee Proposal, attached hereto as Exhibit D and incorporated herein by reference.

4. Payments and Invoice. The Town shall pay the Vendor monthly, based upon work performed and completed to date, and upon submission and approval of invoices. All invoices shall document and itemize all work completed to date. The invoice should include a detailed description of work performed in sufficient detail to justify payment. If invoice is subject to a cash discount, the discount period will be calculated from the date of receipt of the

claim or the material, whichever is later. Invoice should contain a contract number (2012-142) and should be mailed at the time of each shipment, unless otherwise specified.

5. Documents. All documents prepared and submitted to the Town pursuant to this Agreement shall be the property of the Town.

6. Vendor Personnel. Vendor shall provide adequate, experienced personnel, capable of and devoted to the successful completion of the Services to be performed under this Agreement.

7. Inspection; Acceptance. All Services, work and equipment associated with the Services shall be subject to inspection and acceptance by the Town at reasonable times during Vendor's performance. The Vendor shall provide and maintain a self-inspection system that is acceptable to the Town.

8. Licenses; Materials. Vendor shall maintain in current status all federal, state and local licenses and permits required for the operation of the business conducted by the Vendor. The Town has no obligation to provide Vendor, its employees or subcontractors any business registrations or licenses required to perform the specific services set forth in this Agreement. The Town has no obligation to provide tools, equipment or material to Vendor.

9. Performance Warranty. Vendor warrants that the Services rendered will conform to the requirements of this Agreement and to the highest professional standards in the field.

10. Indemnification. To the fullest extent permitted by law, the Vendor shall indemnify, defend and hold harmless the Town and each council member, officer, employee or agent thereof (the Town and any such person being herein called an "Indemnified Party"), for, from and against any and all losses, claims, damages, liabilities, costs and expenses (including, but not limited to, reasonable attorneys' fees, court costs and the costs of appellate proceedings) to which any such Indemnified Party may become subject, under any theory of liability whatsoever ("Claims"), insofar as such Claims (or actions in respect thereof) relate to, arise out of, or are caused by or based upon the negligent acts, intentional misconduct, errors, mistakes or omissions, in connection with the work or services of the Vendor, its officers, employees, agents, or any tier of subcontractor in the performance of this Agreement. The amount and type of insurance coverage requirements set forth below will in no way be construed as limiting the scope of the indemnity in this Section.

11. Insurance.

11.1 General.

a. Insurer Qualifications. Without limiting any obligations or liabilities of Vendor, Vendor shall purchase and maintain, at its own expense, hereinafter stipulated minimum insurance with insurance companies duly licensed by the State of Arizona with an AM Best, Inc. rating of A- or above with policies and forms satisfactory to the Town. Failure to maintain insurance as specified herein may result in termination of this Agreement at the Town's option.

b. No Representation of Coverage Adequacy. By requiring insurance herein, the Town does not represent that coverage and limits will be adequate to protect Vendor. The Town reserves the right to review any and all of the insurance policies and/or endorsements cited in this Agreement but has no obligation to do so. Failure to demand such evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency shall not relieve Vendor from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

c. Additional Insured. All insurance coverage and self-insured retention or deductible portions, except Workers' Compensation insurance and Professional Liability insurance, if applicable, shall name, to the fullest extent permitted by law for claims arising out of the performance of this Agreement, the Town, its agents, representatives, officers, directors, officials and employees as Additional Insured as specified under the respective coverage sections of this Agreement.

d. Coverage Term. All insurance required herein shall be maintained in full force and effect until all work or services required to be performed under the terms of this Agreement are satisfactorily performed, completed and formally accepted by the Town, unless specified otherwise in this Agreement.

e. Primary Insurance. Vendor's insurance shall be primary insurance with respect to performance of this Agreement and in the protection of the Town as an Additional Insured.

f. Claims Made. In the event any insurance policies required by this Agreement are written on a "claims made" basis, coverage shall extend, either by keeping coverage in force or purchasing an extended reporting option, for three years past completion and acceptance of the services. Such continuing coverage shall be evidenced by submission of annual Certificates of Insurance citing applicable coverage is in force and contains the provisions as required herein for the three-year period.

g. Waiver. All policies, except for Professional Liability, including Workers' Compensation insurance, shall contain a waiver of rights of recovery (subrogation) against the Town, its agents, representatives, officials, officers and employees for any claims arising out of the work or services of Vendor. Vendor shall arrange to have such subrogation waivers incorporated into each policy via formal written endorsement thereto.

h. Policy Deductibles and/or Self-Insured Retentions. The policies set forth in these requirements may provide coverage that contains deductibles or self-insured retention amounts. Such deductibles or self-insured retention shall not be applicable with respect to the policy limits provided to the Town. Vendor shall be solely responsible for any such deductible or self-insured retention amount.

i. Use of Subcontractors. If any work under this Agreement is subcontracted in any way, Vendor shall execute written agreement with Subcontractor containing the indemnification provisions set forth in this Section and insurance requirements set forth herein protecting the Town and Vendor. Vendor shall be responsible for executing the agreement with Subcontractor and obtaining certificates of insurance verifying the insurance requirements.

j. Evidence of Insurance. Prior to commencing any work or services under this Agreement, Vendor shall furnish the Town with certificate(s) of insurance, or formal endorsements as required by this Agreement, issued by Vendor's insurer(s) as evidence that policies are placed with acceptable insurers as specified herein and provide the required coverages, conditions and limits of coverage specified in this Agreement and that such coverage and provisions are in full force and effect. If a certificate of insurance is submitted as verification of coverage, the Town shall reasonably rely upon the certificate of insurance as evidence of coverage but such acceptance and reliance shall not waive or alter in any way the insurance requirements or obligations of this Agreement. If any of the above-cited policies expire during the life of this Agreement, it shall be Vendor's responsibility to forward renewal certificates within ten days after the renewal date containing all the aforementioned insurance provisions. Additionally certificates of insurance submitted without referencing a contract number will be subject to rejection and returned or discarded. Certificates of insurance shall specifically include the following provisions:

(1) The Town, its agents, representatives, officers, directors, officials and employees are Additional Insureds as follows:

(a) Commercial General Liability - Under Insurance Services Office, Inc., ("ISO") Form CG 20 10 03 97 or equivalent.

(b) Auto Liability - Under ISO Form CA 20 48 or equivalent.

(c) Excess Liability - Follow Form to underlying insurance.

(2) Vendor's insurance shall be primary insurance as respects performance of the Agreement.

(3) All policies, including Workers' Compensation, waive rights of recovery (subrogation) against Town, its agents, representatives, officers, officials and employees for any claims arising out of work or services performed by Vendor under this Agreement.

(4) A 30-day advance notice cancellation provision. If ACORD certificate of insurance form is used, the phrases in the cancellation provision "endeavor to" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives"

shall be deleted. Certificate forms other than ACORD form shall have similar restrictive language deleted.

11.2 Required Insurance Coverage.

a. Commercial General Liability. Vendor shall maintain "occurrence" form Commercial General Liability insurance with an unimpaired limit of not less than $1,000,000 for each occurrence, $1,000,000 Products and Completed Operations Annual Aggregate and a $1,000,000 General Aggregate Limit. The policy shall cover liability arising from premises, operations, independent Vendors, products-completed operations, personal injury and advertising injury. Coverage under the policy will be at least as broad as ISO policy form CG 00 010 93 or equivalent thereof, including but not limited to, separation of insured's clause. To the fullest extent allowed by law, for claims arising out of the performance of this Agreement, the Town, its agents, representatives, officers, officials and employees shall be cited as an Additional Insured under ISO, Commercial General Liability Additional Insured Endorsement form CG 20 10 03 97, or equivalent, which shall read "Who is an Insured (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that insured by or for you." If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be "follow form" equal or broader in coverage scope than underlying insurance.

b. Vehicle Liability. Vendor shall maintain Business Automobile Liability insurance with a limit of $1,000,000 each occurrence on Vendor's owned, hired and non-owned vehicles assigned to or used in the performance of the Vendor's work or services under this Agreement. Coverage will be at least as broad as ISO coverage code "1" "any auto" policy form CA 00 01 12 93 or equivalent thereof. To the fullest extent allowed by law, for claims arising out of the performance of this Agreement, the Town, its agents, representatives, officers, directors, officials and employees shall be cited as an Additional Insured under ISO Business Auto policy Designated Insured Endorsement form CA 20 48 or equivalent. If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be "follow form" equal or broader in coverage scope than underlying insurance.

c. Workers' Compensation Insurance. Vendor shall maintain Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Vendor's employees engaged in the performance of work or services under this Agreement and shall also maintain Employers Liability Insurance of not less than $500,000 for each accident, $500,000 disease for each employee and $1,000,000 disease policy limit.

11.3 Cancellation and Expiration Notice. Insurance required herein shall not expire, be canceled, or materially changed without 30 days prior written notice to the Town.

12. Applicable Law; Venue. In the performance of this Agreement, Vendor shall abide by and conform to any and all laws of the United States, State of Arizona and Town of

Buckeye, including but not limited to, federal and state executive orders providing for equal employment and procurement opportunities, the Federal Occupational Safety and Health Act and any other federal or state laws applicable to this Agreement. This Agreement shall be governed by the laws of the State of Arizona and suit pertaining to this Agreement may be brought only in courts in the State of Arizona.

13. Termination; Cancellation.

13.1 For Town's Convenience. This Agreement is for the convenience of the Town and, as such, may be terminated without cause after receipt by Vendor of written notice by the Town. Upon termination for convenience, Vendor shall be paid for all undisputed Services delivered to the termination date.

13.2 For Cause. This Agreement may be terminated by either party upon 30 days' written notice should the other party fail to substantially perform in accordance with this Agreement's terms, through no fault of the party initiating the termination. In the event of such termination for cause, payment shall be made by the Town to the Vendor for the undisputed portion of its fee due as of the termination date.

13.3 Due to Work Stoppage. This Agreement may be terminated by the Town upon 30 days' written notice to Vendor in the event that the Services are permanently abandoned. In the event of such termination due to work stoppage, payment shall be made by the Town to the Vendor for the undisputed portion of its fee due as of the termination date.

13.4 Conflict of Interest. This Agreement is subject to the provisions of ARIZ. REV. STAT. § 38-511. The Town may cancel this Agreement without penalty or further obligations by the Town or any of its departments or agencies if any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of the Town or any of its departments or agencies is, at any time while the Agreement or any extension of the Agreement is in effect, an employee of any other party to the Agreement in any capacity or a Vendor to any other party of the Agreement with respect to the subject matter of the Agreement.

13.5 Gratuities. The Town may, by written notice to the Vendor, cancel this Agreement if it is found by the Town that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Vendor or any agent or representative of the Vendor to any officer, agent or employee of the Town for the purpose of securing this Agreement. In the event this Agreement is cancelled by the Town pursuant to this provision, the Town shall be entitled, in addition to any other rights and remedies, to recover or withhold from the Vendor an amount equal to 150% of the gratuity.

13.6 Agreement Subject to Appropriations. The provisions of this Agreement for payment of funds by the Town shall be effective when funds are appropriated for purposes of this Agreement and are actually available for payment. The Town shall be the sole judge and authority in determining the availability of funds under this Agreement and the Town shall keep the Vendor fully informed as to the availability of funds for the Agreement. The obligation of the Town to make any payment pursuant to this Agreement is a current expense of the Town,

payable exclusively from such annual appropriations, and is not a general obligation or indebtedness of the Town. If the Town Council fails to appropriate money sufficient to pay the amounts as set forth in this Agreement during any immediately succeeding fiscal year, this Agreement shall terminate at the end of then-current fiscal year and the Town and the Vendor shall relieved of any subsequent obligation under this Agreement.

14. Miscellaneous.

14.1 Independent Vendor. The Vendor acknowledges and agrees that the Services provided under this Agreement are being provided as an independent Vendor, not as an employee or agent of the Town. Vendor, its employees and subcontractor are not entitled to workers' compensation benefits from the Town. The Town does not have the authority to supervise or control the actual work of Vendor, its employees or subcontractors. The Vendor, and not the Town, shall determine the time of its performance of the services provided under this Agreement so long as Vendor meets the requirements of its agreed scope of work as set forth in Section 2 above. Vendor is neither prohibited from entering into other contracts nor prohibited from practicing its profession elsewhere. Town and Vendor do not intend to nor will they combine business operations under this Agreement. The Vendor is advised that taxes or Social Security payments will not be withheld from any Town payments issued hereunder and Vendor agrees to be fully and solely responsible for the payment of such taxes or any other tax applicable to this Agreement.

14.2 Laws and Regulations. The Vendor shall keep fully informed and shall at all times during the performance of its duties under this Agreement ensure that it and any person for whom the Vendor is responsible remains in compliance with all rules, regulations, ordinances, statutes or laws affecting the Services, including the following: (i) existing and future Town and County ordinances and regulations, (ii) existing and future state and federal laws and (iii) existing and future Occupational Safety and Health Administration ("OSHA") standards.

14.3 Amendments. This Agreement may be modified only by a written amendment signed by persons duly authorized to enter into contracts on behalf of the Town and the Vendor.

14.4 Provisions Required by Law. Each and every provision of law and any clause required by law to be in the Agreement will be read and enforced as though it were included herein and, if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the Agreement will promptly be physically amended to make such insertion or correction.

14.5 Severability. The provisions of this Agreement are severable to the extent that any provision or application held to be invalid by a Court of competent jurisdiction shall not affect any other provision or application of the Agreement which may remain in effect without the invalid provision or application.

14.6 Entire Agreement; Interpretation; Parol Evidence. This Agreement represents the entire agreement of the parties with respect to its subject matter, and all previous

agreements, whether oral or written, entered into prior to this Agreement are hereby revoked and superseded by this Agreement. No representations, warranties, inducements or oral agreements have been made by any of the parties except as expressly set forth herein, or in any other contemporaneous written agreement executed for the purposes of carrying out the provisions of this Agreement. This Agreement shall be construed and interpreted according to its plain meaning, and no presumption shall be deemed to apply in favor of, or against the party drafting the Agreement. The parties acknowledge and agree that each has had the opportunity to seek and utilize legal counsel in the drafting of, review of, and entry into this Agreement.

14.7 Assignment. No right or interest in this Agreement shall be assigned by Vendor without prior, written permission of the Town signed by the Town Manager and no delegation of any duty of Vendor shall be made without prior, written permission of the Town signed by the Town Manager. Any attempted assignment or delegation by Vendor in violation of this provision shall be a breach of this Agreement by Vendor.

14.8 Subcontracts. No subcontract shall be entered into by the Vendor with any other party to furnish any of the material or services specified herein without the prior written approval of the Town. The Vendor is responsible for performance under this Agreement whether or not subcontractor are used.

14.9 Rights and Remedies. No provision in this Agreement shall be construed, expressly or by implication, as waiver by the Town of any existing or future right and/or remedy available by law in the event of any claim of default or breach of this Agreement. The failure of the Town to insist upon the strict performance of any term or condition of this Agreement or to exercise or delay the exercise of any right or remedy provided in this Agreement, or by law, or the Town's acceptance of and payment for services, shall not release the Vendor from any responsibilities or obligations imposed by this Agreement or by law, and shall not be deemed a waiver of any right of the Town to insist upon the strict performance of this Agreement.

14.10 Attorneys' Fees. In the event either party brings any action for any relief, declaratory or otherwise, arising out of this Agreement or on account of any breach or default hereof, the prevailing party shall be entitled to receive from the other party reasonable attorneys fees and reasonable costs and expenses, determined by the court sitting without a jury, which shall be deemed to have accrued on the commencement of such action and shall be enforced whether or not such action is prosecuted through judgment.

14.11 Liens. All materials or services shall be free of all liens and, if the Town requests, a formal release of all liens shall be delivered to the Town.

14.12 Offset.

A. Offset for Damages. In addition to all other remedies at law or equity, the Town may offset from any money due to the Vendor any amounts the Vendor owes to the Town for damages resulting from breach or deficiencies in performance or breach of any obligation under this Agreement.

B. Offset for Delinquent Fees or Taxes. The Town may offset from any money due to the Vendor any amounts the Vendor owes to the Town for delinquent fees, transaction privilege taxes and property taxes, including any interest or penalties.

14.13 Notices and Requests. Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if (i) delivered to the party at the address set forth below, (ii) deposited in the U.S. Mail, registered or certified, return receipt requested, to the address set forth below, (iii) given to a recognized and reputable overnight delivery service, to the address set forth below or (iv) delivered by facsimile transmission to the number set forth below:

If to the Town:
Town of Buckeye
530 East Monroe Avenue
Buckeye, Arizona 85326
Facsimile: (623) 349-6098
Attn: Stephen S. Cleveland, Town Manager

With copy to:
Gust Rosenfeld PLC
201 East Washington, Suite 800
Phoenix, Arizona 85004-2327
Facsimile: 602-254-4878
Attn: Scott Ruby, Esq.

If to Vendor:
Debbie Bogdanski, Director of Operations
Information Outsource
3540 W. Lincoln Street
Phoenix, Arizona 85009

or at such other address, and to the attention of such other person or officer, as any party may designate in writing by notice duly given pursuant to this Section. Notices shall be deemed received (i) when delivered to the party, (ii) three business days after being placed in the U.S. Mail, properly addressed, with sufficient postage, (iii) the following business day after being given to a recognized overnight delivery service, with the person giving the notice paying all required charges and instructing the delivery service to deliver on the following business day, or (iv) when received by facsimile transmission during the normal business hours of the recipient. If a copy of a notice is also given to a party's counsel or other recipient, the provisions above governing the date on which a notice is deemed to have been received by a party shall mean and refer to the date on which the party, and not its counsel or other recipient to which a copy of the notice may be sent, is deemed to have received the notice.

14.14 Confidentiality of Records. The Vendor shall establish and maintain procedures and controls that are acceptable to the Town for the purpose of ensuring that information contained in its records or obtained from the Town or from others in carrying out its obligations under this Agreement shall not be used or disclosed by it, its agents, officers, or employees, except as required to perform Vendor's duties under this Agreement. Persons requesting such information should be referred to the Town. Vendor also agrees that any

information pertaining to individual persons shall not be divulged other than to employees or officers of Vendor as needed for the performance of duties under this Agreement.

14.15 E-verify Requirements. To the extent applicable under ARIZ. REV. STAT. § 41-4401, the Vendor and its subcontractors warrant compliance with all federal immigration laws and regulations that relate to their employees and compliance with the E-verify requirements under ARIZ. REV. STAT. § 23-214(A). The Vendor's or its subcontractor's failure to comply with such warranty shall be deemed a material breach of this Agreement and may result in the termination of this Agreement by the Town.

14.16 Conflicting Terms. In the event of any inconsistency, conflict or ambiguity among the terms of the Agreement, the Scope of Work, the Fee Proposal, the RFP and the Vendor's Proposal, the documents shall govern in the order listed herein.

14.17 Information Technology.

A. Data Confidentiality. All data, regardless of form, including originals, images and reproductions, prepared by, obtained by or transmitted to the Vendor in connection with this Agreement is confidential, proprietary information owned by the Town. Except as specifically provided in this Agreement, the Vendor shall not disclose data generated in the performance of the service to any third person without the prior, written consent of the Town Manager or authorized designee. The Vendor agrees that the requirements of this Section shall be incorporated into all subcontractor agreements entered into by the Vendor. It is further agreed that a violation of this Section shall be deemed to cause irreparable harm that justifies injunctive relief in court. A violation of this Section may result in immediate termination of this Agreement without notice.

B. Data Security. Personal identifying information, financial account information, or restricted Town information, whether electronic format or hard copy, must be secured and protected at all times to avoid unauthorized access. At a minimum, the Vendor must encrypt and/or password-protect electronic files. This includes data saved to laptop computers, computerized devices or removable storage devices. When personal identifying information, financial account information, or restricted Town information, regardless of its format, is no longer necessary, the information must be redacted or destroyed through appropriate and secure methods that ensure the information cannot be viewed, accessed or reconstructed.

C. Compromised Security. In the event that data collected or obtained by the Vendor in connection with this Agreement is believed to have been compromised, the Vendor shall notify the Town Manager, or authorized designee, immediately. The Vendor agrees to reimburse the Town for any costs incurred by the Town to investigate potential breaches of this data and, where applicable, the cost of notifying individuals who may be impacted by the breach.

D. Survival. The obligations of the Vendor under this Section shall survive the termination of this Agreement.

14.18 Records and Audit Rights. The Vendor's and its subcontractor's books, records, correspondence, accounting procedures and practices, and any other supporting evidence relating to this Agreement, including the papers of any Vendor and its subcontractors' employees who perform any work or Services pursuant to this Agreement to ensure that the Vendor and its subcontractors are complying with the warranty under subsection 14.18 below (all the foregoing hereinafter referred to as "Records"), shall be open to inspection and subject to audit and/or reproduction during normal working hours by the Town, to the extent necessary to adequately permit (A) evaluation and verification of any invoices, payments or claims based on the Vendor's and its subcontractors' actual costs (including direct and indirect costs and overhead allocations) incurred, or units expended directly in the performance of work under this Agreement and (B) evaluation of the Vendor's and its subcontractors' compliance with the Arizona employer sanctions laws referenced in subsection 14.16 above. To the extent necessary for the Town to audit Records as set forth in this subsection, the Vendor and its subcontractors hereby waive any rights to keep such Records confidential. For the purpose of evaluating or verifying such actual or claimed costs or units expended, the Town shall have access to said Records, even if located at its subcontractors' facilities, from the effective date of this Agreement for the duration of the work and until three years after the date of final payment by the Town to the Vendor pursuant to this Agreement. The Vendor and its subcontractors shall provide the Town with adequate and appropriate workspace so that the Town can conduct audits in compliance with the provisions of this subsection. The Town shall give the Vendor or its subcontractors reasonable advance notice of intended audits. The Vendor shall require its subcontractors to comply with the provisions of this subsection by insertion of the requirements hereof in any subcontract pursuant to this Agreement.

14.19 Price Warranty. Vendor shall give the Town the benefit of any price reductions before actual time of shipment, expect that should the Procurement Officer of the Town permit shipment to be made prior to specified shipping date that the Town shall have advantage of any price reduction before specified shipping date.

14.20 Waiver. Waiver by the Town of condition in any shipment shall not be considered a waiver of (a) any other terms of this Agreement or (b) that conditions for subsequent shipments.

14.21 Packing. No extra charges shall be made for packaging or packing material unless authority is expressly incorporated in this Agreement. Vendor shall be responsible for safe packing which must conform to the requirement of carrier's tariffs. All shipments must carry the correct quantity, product identification, contract number, receiving address and product department plainly marked on all packages. Cars or trucks must be loaded to minimum weigh requirements to assure lowest rate unless otherwise specified or shipper will be charged with excess freight that the Town is required to pay.

14.22 Deliveries. Time is of the essence for all orders placed under this Agreement. The Town reserves the right to cancel and reject the goods upon default by Vendor in time, rate or manner of delivery. The Town also reserves the right to refuse shipments made in advance of any schedule delivery date appearing on the face of the purchase order.

14.23 Quantity. The quantity of goods ordered must not be exceeded or reduced without the Town Procurement Officer's permission in writing except in conformity with acknowledged industry tolerances.

14.24 Inspection. All articles are subject to inspection and test at place of manufacture, the destination or at both places by the Town's representative. Materials failing to meet the requirement of this order will be held at Vendor's risk, and may be returned to Vendor with costs of transportation, unpacking, inspection, repacking, reshipping or other like expenses to the responsibility of the Vendor.

14.25 Specification Changes. The Town shall have the right, by written change order to make changes from time to time in the work to be performed or the materials to be furnished by the Vendor. If such changes cause an increase or decrease in the amount due under the contract, or in the time required for its performance, an acceptable adjustment shall be made and the contract shall be modified in writing accordingly. Any agreement for adjustment must be asserted in writing within ten days from when the change is ordered. Nothing in this Agreement shall relieve the Vendor from proceeding without delay in the performance of the contract as changed.

14.26 F.O.B. Unless otherwise agreed to in writing, signed by the Procurement Officer or designee, all delivery terms are F.O.B. Destination and are to be prepaid. All other freight charges are to be prepaid and charged on the invoice. If a cash discount is not permitted on freight charges, then specific notation of this must be shown on the invoice.

14.27 Non-Exclusive Contract. This Agreement is entered into with the understanding and agreement that it is for the sole convenience of the Town. The Town reserves the right to obtain like goods and services from another source when necessary.

14. 28 Cooperative Purchasing. Specific eligible political subdivisions and nonprofit educational or public health institutions ("Eligible Procurement Unit(s) ") are permitted to utilize procurement agreements developed by the City, at their discretion and with the agreement of the awarded Vendor. Vendor may, at its sole discretion, accept orders from Eligible Procurement Unit(s) for the purchase of the Materials and/or Services at the prices and under the terms and conditions of this Agreement, in such quantities and configurations as may be agreed upon between the parties. All Cooperative procurements under this Agreement shall be transacted solely between the requesting of the Eligible Procurement Unit. The exercise of any rights, responsibilities or remedies by Eligible Procurement Unit shall be the exclusive obligation of such unit. The Town assumes no responsibility for payment, performance or any liability or obligation associated with any cooperative procurement under this Agreement. The Town shall not be responsible for any disputes arising out of transactions made by others.

[SIGNATURE ON FOLLOWING PAGE]

THEREFORE, the Town of Buckeye by its Town Manager has hereunto subscribed his names this ____ day of _____, 2013.

TOWN OF BUCKEYE

_____
Steven S. Cleveland, Town Manager

STANDARD PRINTING COMPANY
DBA INFORMATIN OUTSOURCE

BY: _____

Its: _____

AGENDA ITEM REVIEW FORM

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

Meeting Date: 05/25/2016

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

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

Action Requested:

ITEM:

Discussion and possible action on any and all matters regarding the increase of the approved budget in Account No. 200-210-90010 (Highway User Revenue Funds). **(Eulogio Vera, Public Works Director)**

SUMMARY:

In fiscal year 2014- 2015, City Council approved the payment of eighty-five thousand dollars **($85,000.00)** to Greater Yuma Port Authority (GYPA) for roadway improvement as part of the Magrino Industrial Park Unit 2 Subdivision. Payment was executed in fiscal year 2015- 2016 but due to it not being budgeted in fiscal year 2015-2016, it was paid out of the pavement preservation appropriated amount. Now the pavement preservation needs to be replenished so that slurry and chip seal projects can be completed as planned and budgeted. Highway Users Revenue Fund (HURF) for fiscal year 2015- 2016 needs to be increased by eighty-five thousand dollars **($85,000.00)** to cover the payment to GYPA.

RECOMMENDATION / SUGGESTED MOTION:

I HEREBY MOVE TO INCREASE APPROVED BUDGET IN ACCOUNT NO. 200-210-90010 FOR THE CURRENT FISCAL YEAR 2015-2016 BY EIGHTY-FIVE THOUSAND DOLLARS ($85,000.00).

Supporting information not attached to the Agenda Item Review Form:

Supporting information is attached.

Document to be Recorded?:

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:	Yes
CITY/STATE/FEDERAL FUNDS:	City
TOTAL:	85,000.00
BUDGETED:	0
AVAILABLE TO TRANSFER:	N/A
GL ACCT # & NAME/REMAINING BALANCE BEFORE PURCHASE:	0

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

Payment to Greater Yuma Port Authority was not budgeted this fiscal year as payment was approved as an increase in appropriation during fiscal year 2014-2015. Invoice was received and paid in fiscal year 2015- 2016 to avoid penalties. It was paid out of General Ledger Acct #200-210-90010 Highway Users Revenue Fund (HURF) but now a replenishment needs to happen to fund budgeted pavement preservation projects.

Attachments

Approval FY2015

GYPA Invoice

City of San Luis

Public Works Department

APPROVED by Council
Date: 4/22/15
Clerks Office: MLopez

• Administration • • Streets • • Water and Wastewater • • Solid Waste •

AGENDA ITEM REVIEW FORM

ITEM: Discussion and possible action on any and all matters regarding the use of Hurf funds to fund $85,000 of roadway improvements for Magrino Industrial Park Unit 2.

SUMMARY: In conjunction with Yuma County and the Cocopah Tribe, the City of San Luis is participating in developing improvements for the Magrino Industrial Park, Unit 2. Bids came in higher than estimated. Attached is an explanatory email from Robert Pickels, Yuma County Manager. Staff is proposing that the City of San Luis assists Yuma County Port Authority to cover costs that were above the budgeted amount for onsite paving at Magrino Industrial Park Unit 2. Bids came in higher than anticipated and overage would be split three ways with Yuma County and Cocopah Indian Tribe. Since the County is covering the extra costs on paving County 25th Street, it is proposed that the Cocopah Tribe and the City of San Luis each contribute an additional $85,000 each.

RECOMMENDATION/SUGGESTED MOTION:
MOTION TO APPROVE THE RELEASE OF ADDITIONAL BUDGET IN THE AMOUNT OF $85,000 TO BE EXPENDED DURING FY 2015 FOR IMPROVEMENTS AT MAGRINO INDUSTRIAL PARK UNIT 2.

BUDGETED ITEM: ☐ YES ■ NO ☐ N/A
Please explain the funding source (Account # to be used and remaining account balance):

Account Nos. & remaining balances:

#200-210-90010 $44,700

SIGNATURE:

Title: Director of Public Works

DATE OF MEETING: April 22, 2015

Reviewed by City Manager:

Robert Eads

• P.O. Box 3750 • 1090 East Union Street • San Luis, AZ 85349 • Ph (928) 341-8577 • Fax (928) 341-8599 •

Melissa Lopez

From: Glenn Gimbut
Sent: Monday, April 20, 2015 4:09 PM
To: Melissa Lopez
Subject: FW: Magrino Subdivision Costs

From: Robert Eads
Sent: Friday, April 17, 2015 4:32 PM
To: Eulogio Vera; Glenn Gimbut; Kay Macuil; Ketie St. Louis; Manuel Rojas
Subject: Fwd: Magrino Subdivision Costs

Robert A. Eads

Begin forwarded message:

> **From:** Robert Pickels <Robert.Pickels@yumacountyaz.gov>
> **Date:** April 17, 2015 at 4:33:29 PM MST
> **To:** "Dr.michaelreed@gmail.com" <Dr.michaelreed@gmail.com>, "Gary Magrino (Magrinog@cocopah.com)" <Magrinog@cocopah.com>, "reads@cityofsanluis.org" <reads@cityofsanluis.org>
> **Subject: Magrino Subdivision Costs**
>
> All:
>
> I met with the County Engineer to finalize the costs for the surface improvements. If you recall, the overage for the Co. 25th St. bid was $76,547 and the other improvements (culvert crossing and internal roads) was $243,290 over. I will be recommending that the County absorb the entire $76,547 for the Co. 25th St. construction (this will give credit to San Luis for covering the water line cost). I am proposing that the remaining $243,790 be apportioned as follows:
>
> Yuma County - $73,790
> San Luis - $85,000
> Cocopah - $85,000
>
> I believe that this will cover all anticipated costs for construction of all improvements. SLCOM and GYPA will equally share the costs of the utility improvements separately. I realize that the $85,000 is $4,000 higher than the originally estimated amount, but the restated apportionment is very equitable all things considered.
>
> Let me know your thoughts or if you have any questions.
>
> Robert
>
> Robert L. Pickels, Jr., Esq.
> County Administrator
> 198 S. Main St.

MINUTES
Regular Meeting
San Luis City Council
San Luis Council Chamber
1090 E. Union Street
April 22, 2015
7:00 p.m.

APPROVED by Council
Date: May 13, 2015
Clerk's Office: /s/ S. Cornelio

CALL TO ORDER Mayor G. Sanchez called the Regular City Council meeting to order at approximately 6:59 p.m.

ROLL CALL

PRESENT: Mayor Gerardo Sanchez
Vice-Mayor Matias Rosales-arrived at 7:02 p.m.
Council Member Africa Luna-Carrasco
Council Member Maria C. Ramos
Council Member Mario Buchanan Jr.

ABSENT: Council Member Ruben Walshe
Council Member Gloria Torres

OTHERS PRESENT: Robert Eads, City Manager
Tadeo De La Hoya, Assistant to the City Manager
Melissa Lopez, Deputy City Clerk
Andrea Moreno, Police Administrator
Aracely de la Hoya, Senior Services Director
Carlos Cortes, Assist. Finance Director
Daniel Paz, IT Director
Eulogio Vera, Public Works Director
Geraldine Gutierrez, Asst. to Council/PIO
Isaac Gutierrez, GIS
Kay Macuil, Assistant City Attorney
Gloria Rodrigues, Legal Secretary
Ketie St. Louis, Finance Director
Lizeth Servin, Cultural Center Coordinator
Maria Sabori, HR Senior Analyst
Olivia Jenkins, Utilities Director
Victor Figueroa, Police Lieutenant
Yolanda Dueñas, Fleet Services/Facilities
Miguel Ramirez Finance Department
Debora Luna, Finance Department
Roula Encinas, Finance Department
Maura Gonzalez, Finance Department
Marcos Ramirez, FRONTERA Rotary Club
Jesse Lopez, PPEP Youthbuild

Gilberto Torres, Waste Water Department
Andrea Catania, Risk Management
Yadira Bobadilla, Police Department
Margarita Dominguez, Finance Department
Cesar Neyoy, Bajos El Sol
Lucy Lopez, San Luis Arizona News
Francisco Vasquez, San Luis Middle School Rocket Club
Doming Sosa, IT Department
Jennifer Cisneros, Assist. Parks and Recreation Director

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Council Member Africa Luna-Carrasco

INVOCATION

The invocation was made by Ms. Aracely de la Hoya, Senior Services Director.

PROCLMATIONS/PRESENTATION

• Presentation by Jesse Lopez, Program Coordinator, on behalf of PPEP Youthbuild.

Mr. Jesse Lopez, PPEP Youthbuild AmeriCorps, introduced to Mayor and Council fourteen (14) new Youthbuild students. He also introduced Mr. Jesus Espinoza, Youthbuild student.

Mr. Espinoza informed that students collected one (1) ton of food cans collected within Yuma County. He stated that the collection of cans was done in one week.

Mr. Lopez invited Mayor and Council members to participate in the Juan Sanchez Boulevard Clean Up on May 29, 205 starting at 7:00 a.m. He presented a power point which included projects accomplished by PPEP Youthbuild AmeriCorps Program. Furthermore, Mr. Lopez introduced the reusable grocery bag project that students are currently working. He handed Mayor and Council a reusable bag as a commitment from the City of San Luis to support this project.

Mayor G. Sanchez thanked Mr. Lopez for his commitment and PPEP Youthbuild AmeriCopts. He mentioned that every time the City supports an organization, the city looks for outcomes. He added that over the years this program has become bigger and doing more projects in the community.

This presentation was followed by a round of applause.

• Presentation of award from Government Finance Officers' Association (GFOA) Certificate of Achievement for Excellence in Finance Reporting

Mr. Robert Eads, City Manager, presented the Finance Department with the award of Government Finance Officers Association (GFOA) Certificate of Achievement for Excellence in Finance Reporting for the June 30, 2014 Comprehensive Annual Financial Report (CAFR). He informed that this year marks the second year that City of San Luis has received the GFOA Certificate of Achievement. He stated that this is not only the Finance Department efforts, but other department's efforts play the role in what is done in finances. Mr. Eads added that the City does not have to be evaluated, but this is something that the City choses to be evaluated in the City's finances. This is done because staff knows the kind of work that is been done. He thanked the Finance Department for the great job. He presented the Certificate of Achievement for Excellence in Finance Reporting.

Ms. Ketie St. Louis, Finance Director, stated that her department is very proud and as Mr. Eads mentioned staff would have to work harder in order to obtain this certificate each year.

Mayor G. Sanchez informed the public that the Finance Department has been recognized the GFOA for the second year.

This presentation was followed by a round of applause.

• Presentation of awards to City of San Luis employees on behalf of the Employee Recognition and Awards Program

Mr. Isaac Gutierrez, GIS Technician/ERAP Chairman, presented award to employees who have exceeded the line of duty. He presented the Certificate of Recognition to the following people/department: Gilberto Torres, Customer Service Award; Waste Water Division, Achievement Award; Yadira Bobadilla, Award of Excellence; and Domingo Sosa, Employee of the Quarter.

Mayor G. Sanchez thanked all employees for their hard work.

The presentations were followed by a round of applause.

• Presentation by Francisco Vasquez, M.Ed., on behalf of the San Luis Middle School Rocket Club

Mayor G. Sanchez introduced the San Luis Middle School Rocket Club. He mentioned that this club has been representing the City of San Luis nationally.

Mr. Francisco Vasquez, M.Ed., introduced the New Horizons and Midnight Stars Rocket Clubs from the San Luis Middle School, which will be traveling to Washington D.C. on May 8-9, 2015 to participate in the Team America Rocketry Challenge Nationals.

The two (2) teams made a power point presentation which is in file with the complete packet in the Office of the City Clerk.

Mr. Vasquez mentioned that the City's, parents and school support have paid. He mentioned that students have been through a lot during their practices. He presented Mayor and Council with a picture of the group that attended the Team America Rocketry Challenge Nationals. He mentioned that this picture represents the effort of not only one person, but the whole community. He thanked the City of San Luis for the support given throughout the years.

Mayor G. Sanchez stated that the City is proud for their children and the community. He mentioned that San Luis has lots of talented people.

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.

MINUTES OF
- Work Session meeting held March 18, 2015
- Regular Council meeting held March 25, 2015

DISBURSEMENTS from March 30, 2015 to April 10, 2015
Total disbursements $1,255,590.60
(One Million, Two-Hundred, Fifty-Five-Thousand, Five-Hundred, Ninety- Dollars and Sixty-Cents)

MOTION: Vice-Mayor M. Rosales/Council M. Buchanan Jr., to approved the consent agenda as presented. Motion passed unanimously.

DISCUSSION AND POSSIBLE ACTION ITEMS:

1. Discussion and possible action on any and all matters regarding the use of HURF funds to fund an additional $60,000.00 for slurry pavement preservation with American Pavement Preservation's contract.

Mr. Eulogio Vera, Public Works Director, mentioned staff is proposing to expend an additional $60,000.00 on slurry to complete subdivision, that staff have done the prep work for as well as Juan Sanchez Boulevard from 1st Avenue to 10th Avenue.

Council Member M. Ramos thanked Mr. Vera for doing what is been directed. She mentioned that the numbers are big, but Council knows that this is what is needed in the community.

Mayor G. Sanchez thanked Mr. Vera for doing a great job and saving City funds on this project.

MOTION: Council Member M. Buchanan Jr./Council Member M. Ramos to approve the use of HURF Funds to fund an additional $60,000.00 on slurry for pavement preservation.

2. Discussion and possible action on any and all matters regarding the use of HURF funds to fund $85,000.00 of road improvements for Magrino Industrial Park Unit 2.

Mr. Eulogio Vera, Public Works Director, informed that the City of San Luis is working in conjunction with Yuma County. He mentioned the City has an intergovernmental agreement to pave County 25th Street, as part of the project they have a grant to pave this street as well as the interior road of Magrino Industrial Park Unit 2.

Mr. Glenn Gimbut, City Attorney, informed that in conjunction with the agenda packet staff included some emails from Robert Pickels City Administrator from Yuma County, these email explain that the bids for the paving of County 25th Street as well as the paving of the interior street of Magrino Industrial Park Unit 2 came out higher than expected, for this reason is proposing a split between the three (3) entities that compose Yuma County Port Authority. Furthermore, he added that Yuma County will be paying approximately $150,000.00 of the extra cost by covering the overage of County 25th Street and approximately $75,000.00 of the overage of the interior street. He mentioned that the Cocopah Tribe will be covering $85,000.00 and San Luis $85,000.00 of the additional cost. Mr. Gimbut informed that the money is available in HURF Funds.

MOTION: Council Member A. Luna-Carrasco/Council Member M. Ramos to approve the release of additional budget in the amount of $85,000.00 to be expended during FY 2015 for improvements at Magrino Industrial Park Unit 2. Motion passed unanimously.

3. Public hearing followed by discussion and possible action to recommend a special event liquor license application to the Arizona Department of Liquor Licenses and Control to authorize Marcos Ramirez on behalf of FRONTERA Rotary Club of San Luis to sell alcohol as a fundraiser during the 4th Annual Off Road Expo San Luis on May 16, 2015.

Mr. Marco Ramirez, FRONTERA Rotary Club of San Luis, informed that once again he was contacted by organizers of the 4th Annual Off Road Expo to help them with the beer

sales for this event. He mentioned that 75% of the sales will be donated to the Miss San Luis Scholarship Pageant and 25% will for the San Luis FRONTERA Rotary Club.

A. Open Public Hearing

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

B. Close Public Hearing

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

C. Recommendation of special event liquor license application to the Arizona Department of Liquor Licenses and Control

MOTION: Vice-Mayor M. Rosales/Council Member M. Buchanan Jr. to recommend the special event liquor license application to the Arizona Department of Liquor Licenses and Control. Motion passed with 4 ayes and 1 nay from Council Member M. Ramos.

4. Discussion and possible action on any and all matters regarding setting a public hearing and adoption of Resolution No. 1093. A Resolution of the Mayor and Council of the City of San Luis, Arizona, adopting a Notice of Intention to Change Hotel/Motel Utility Rates.

Ms. Kay Macuil, Assistant City Attorney, stated that staff is requesting that the hotel/motel water rates be changed from residential rates to commercial rates. She informed that Mr. Dan V. Jackson of Economist.com, prepared an analysis in July 2013 and his correspondence with the City's Director of Municipal Utilities supports that the change for hotels and motels to be commercial rate would be reasonable and just.

Mr. Glenn Gimbut, City Attorney, informed that state statutes requires that a notice to be published in the paper. He stated that during this meeting staff is requesting the approval of the notice for the public hearing.

MOTION: Council Member M. Buchanan Jr./Council Member M. Ramos to set public hearing for Wednesday, May 27, 2015 at 7:00 p.m. in the Council Chamber located at 1090 E. Union Street, San Luis, Arizona, and to adopt Notice of Intention to change Hotel/Motel utility rate. Motion passed unanimously.

Mayor G. Sanchez suggested moving item #5 of the agenda to be discussed before going into executive session. There was no objection from Council.

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

Vice-Mayor M. Rosales informed that he had the honor of presenting the City of San Luis with two awards during the Best South Yuma County. He mentioned that the 4th of July Event received the best event and the Joe Orduño Park as the best park in South Yuma County.

Mayor G. Sanchez thanked employees that worked during the Budget Retreat meeting that was held during April 17-19, 2015. He mentioned that this was a very productive retreat. Mayor G. Sanchez informed that it was a pleasure to attend a ribbon cutting ceremony for a local business.

CALL TO THE PUBLIC

Ms. Cecilia Covarrubias, San Luis resident, presented the City of San Luis with a program call "Every 15 Minutes", this program is demonstrate what could happen when people drink and drive. She mentioned that she would like to start this program in San Luis.

Mayor G. Sanchez asked Ms. Covarrubias to provide her information to Ms. Geraldine Gutierrez, Assistant to Mayor and Council/PIO.

Mr. Covarrubias replied that she has provided the information to Council Member M. Ramos.

EXECUTIVE SESSION:

ES1. Discussion and possible action to hold an executive session pursuant to A.R.S. §38-431.03.A.1 on any and all matters relating to the position of Chief of Police and the recruitment, employment, assignment, appointment, resignation and/or salaries of that position.

VOTE TO HOLD EXECUTIVE SESSION(S) PURSUANT TO A.R.S. § 38-431.03.A.3 and A.R.S. §38-431.03.A.4

MOTION: Vice-Mayor M. Rosales/Council Member M. Buchanan Jr. to hold and executive session at approximately 8:08 p.m. Motion passed unanimously.

MOTION TO GO BACK TO REGULAR SESSION

MOTION: Vice-Mayor M. Rosales/Council Member A. Luna-Carrasco to go back into regular session at approximately 8:49 p.m. Motion passed unanimously.

6. Adjournment

MOTION: Council Member A. Luna-Carrasco/Vice-Mayor M. Rosales to adjourn the meeting at approximately 8:49 p.m. Motion passed unanimously.

Certification of Council Minutes

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the Regular Council meeting of the San Luis City Council held on April 22, 2015. I further certify the meeting was dully called and held and that the quorum was present and that the City Council approved these minutes at their Regular Council meeting held on May 13, 2015.

Dated this 14th day of May 2015.

/s/ Sonia Cuello, City Clerk

M I N U T E S
Regular Meeting
San Luis City Council
San Luis Council Chambers
1090 E. Union Street
September 23, 2015
7:00 p.m.

1. CALL TO ORDER Mayor G. Sanchez called the Regular City Council meeting to order at approximately 7:03 p.m.

ROLL CALL

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

OTHERS PRESENT:
Robert Eads, City Manager
Tadeo A. De La Hoya, Assistant to the City Manager
Melissa Lopez, Deputy City Clerk
Andrea Moreno, Police Administrator
Aracely De La Hoya, Senior Services Director
Chris Kasid, Parks and Recreation Director
Derek Dueñas, I. T. Technician
Geraldine Gutierrez, PIO/Assistant to Council
Glenn Gimbut, City Attorney
Hank Green, Fire Chief
Jennifer Cisneros, Assistant Parks and Recreation Director
Jenny Torres, Community Development Director
Jonathan Dumadag, I.T. Technician
John Starkey, Building Safety Director
Jose Guzman, Assistant Planner
Kay Macuil, Assistant City Attorney
Ketie St. Louis, Finance Director
Paulino Lara, Police Officer
Victor Figueroa, Acting Chief of Police
Francisca Guzman, Translator
Cesar Neyoy, Bajo El Sol
Lucy Lopez, San Luis News
Maria Chavoya, CENPATICO
Steve Coleman, Attorney (via phone)

2. PLEDGE OF ALLEGIANCE

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

3. INVOCATION

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

4. Presentations

4. A. Presentation by Ms. Maria Chavoya on the services CENPATICO provides for the Community. (Maria Chavoya, CENPATICO)

Ms. Maria Chavoya, CENPATICO, provided information to the Mayor, Council and residents regarding the services they provide.

5. CONSENT AGENDA

5. A. Minutes of:

- Regular Council meeting held August 12, 2015

5. B. DISBURSEMENTS from August 31, 2015 through September 11, 2015
Total disbursements $435,647.39
(Four hundred, Thirty-Five Thousand, Six Hundred, Forty-Seven Dollars and Thirty-Nine Cents)

MOTION: Council Member G. Torres/ Council Member A. Luna-Carrasco to approve the Consent Agenda. Motion passed unanimously.

5. C. Discussion and possible action on any and all matters regarding Resolution No. 1112. A resolution of the Mayor and Council of the City of San Luis, Arizona to designate official places for posting the City's Public Notices. (Sonia Cornelio, City Clerk)

6. DISCUSSION AND POSSIBLE ACTION ITEMS

6. A. Discussion and possible action to approve and authorize the transfer of funds from Council Contingencies to the general non-departmental section to cover an unexpected invoice regarding the interagency agreement with the Arizona Department of Revenue (AZDOR) (Ketie St. Louis, Finance Director)

Ms. Ketie St. Louis, Finance Director, stated that out of all the cities of Arizona only fifteen (15) are seeking reimbursement. She added that the City of San Luis Finance Department received the bill at the end of July for a total of $60,700.00.

Mr. Glenn Gimbut, City Attorney, stated that this is a one (1) time bill and a special deal in this legislative section. He too stated that it is unknown if it will be done in the next legislative section.

MOTION: Council Member G. Torres/ Council Member M.C. Ramos to approve and authorize appropriate City Officials to execute the transfer of funds from Council Contingencies to General Non-Departmental Section to cover the invoice from the Arizona Department of Revenue as presented. Motion passed unanimously.

6. B. Discussion and possible action for a City Attorney contract starting October 16, 2015. (Steve Coleman, Pierce Coleman Legal Counsel)

Mr. Steve Coleman, Pierce Coleman Legal Counsel, stated that based on his review he did not see anything controversial and the contract is appropriate.

Mayor G. Sanchez asked if Mr. Coleman was able to compare previous contract with the current City Attorney contract.

Mr. Steve Coleman stated that his partner Justine Pierce has reviewed both and advised him there was no significant deviation. He added that the new contract acquires the City Attorney to devote 100% effort as City Attorney.

MOTION: Council Member M. Buchanan Jr. / Council Member R. Walshe to approve the contract for the City Attorney in the form presented. Motion passed unanimously.

6. C. Discussion and possible action on any and all matters regarding Resolution No. 1111. A resolution of the Mayor and City Council of the City of San Luis, Arizona, approving the First Amendment to the Intergovernmental Agreement with the County of Yuma regarding payment obligations for the Construction of Roadway on County 25th Street- Avenue E to Avenue D. (Eulogio Vera, Public Works Director)

Mr. Glenn Gimbut, City Attorney, stated that the City Council had previously approved an Intergovernmental Agreement with the County of Yuma for the construction on 25th Street and it was agreed the cost would be shared. He added that the amendment states the County would pay the cost over run and not the City of San Luis.

MOTION: Council Member Luna-Carrasco/ Council Member M. Buchanan Jr. to approve and adopt Resolution No. 1111 approving the first amendment to the IGA for construction on County 25th Street- Avenue E to D. Motion passed unanimously.

6. D. Discussion and possible action to adopt Resolution No. 1113. A resolution of the Mayor and Council of the City of San Luis, Arizona to allow the City of San Luis Police Department to receive funding from the Governor's Office of Highway Safety for the Impaired Driver/DUI Alcohol Enforcement and STEP/Selective

Traffic Enforcement projects in the amount totaling $16,000.00. (Victor Figueroa, Acting Chief of Police)

Mr. Victor Figueroa, Acting Chief of Police, stated that the Police Department is requesting to receive the funds from the Governor's Office of highway Safety in the amount of $16,000.00. Mr. Victor Figueroa added that the funds will be used to enhance DUI and traffic enforcement. He also added that the Police Department will be educating the students at Arizona Western College on drinking and driving, they also would be doing a reenactment at the high school near the end of the year.

MOTION: Council Member R. Walshe/ Council Member M. Buchanan Jr. to approve and adopt Resolution No. 1113 to allow governor's funding of DUI and Traffic Law Enforcement. Motion passed unanimously.

6. E. Discussion and possible action on any and all matters regarding Resolution No. 1114. A resolution of the Mayor and Council of the City of San Luis, Arizona designating portions of Archibald Street, Main Street, Urtuzuastegui Street, D Street and First Avenue as restricted to parking, standing, and stopping of vehicles, repealing any conflicting provisions; and providing for severability. (Victor Figueroa, Acting Chief of Police)

Mr. Victor Figueroa, Acting Chief of Police, stated that the Resolution would help the San Luis Police Department do more reinforcement. Mr. Figueroa added that this resolution will help alleviate and know what areas the Police Department need to concentrate on.

MOTION: Vice-Mayor M. Rosales/ Council Member M. Buchanan Jr. to approve and adopt Resolution No. 1114. Motion passed unanimously.

6. F. Discussion and possible action on any and all matters regarding Resolution No. 1115. A Resolution of the Mayor and City Council of the City of San Luis, Arizona, approving and adopting the Agreement renewal with the United States Department of Justice, Drug Enforcement Administration (DEA) for funds supporting the San Luis Police Department's participation in the DEA Task Force. (Victor Figueroa, Acting Chief of Police)

Mr. Victor Figueroa, Acting Chief of Police, stated that DEA contacted the City of San Luis Police Department for a renewal of the contract. He added that the only difference is the amount.

MOTION: Council Member G. Torres/ Council Member M. Buchanan Jr. to approve and adopt Resolution No. 1115. Motion passed unanimously.

7. SUMMARY OF CURRENT EVENTS

Council Member M.C. Ramos stated that the Domestic Violence walk presentations have started. She added that event promoters from Campesions Sin Fronteras are working together on this event.

Council Member G. Torres stated that she had attended the Seventh Annual Safety Event. She added that there were several organizations teaching the children about health and the law.

Council Member A. Luna-Carrasco stated that it was a good event and that more people were present any other year.

Mayor G. Sanchez stated that Vice-Mayor M. Rosales, Mayor of Yuma, Mayor of Somerton, and himself went to Hermosillo, Sonora the previous week for the inauguration of Claudia Pavlovich, Sonora Governor.

Vice-Mayor M. Rosales stated that Ms. Jenny Torres, Community Development Director, Kevin from the City of Yuma, along with several staff attended the Retail Commercial show in San Diego, California. He added that the event allowed staff to talk to vendors and retailers to create good contacts.

Mayor G. Sanchez stated that Mr. Ramirez believed that the Port of Entry II came at the perfect timing. He added that there support from Mexico.

8. CALL TO THE PUBLIC

Mr. Alberto Cardenas, resident, stated that he would like to know why the City of San Luis is on one of the "ten (10) worst places to live in Arizona" and why no one has spoken up. He added that the employees are the ones who represent the City.

Mayor G. Sanchez commented that when he saw the article, he disregarded it. He added that the first thing that caught his attention was that the pictures that were used were not recent. He stated that the residents and employees should be proud to be part of the City, one that they have paid and worked for.

Mr. Glenn Gimbut, City Attorney, stated that he understands where Mr. Cardenas is coming from. He added that there has been at a rate of 250 jobs per year as per the City of San Luis being noted as unsafe he responds that it is impossible since the City of San Luis is noted one of the top safest cities.

Ms. Monica Castro, President of Lulac, invited the Mayor and Council to attend a fundraiser on October 15, 2015. She would like the City of San Luis to be a part of the event.

9. EXECUTIVE SESSION

MOTION: Council Member R. Walshe/ Council Member A. Luna-Carrasco to go to executive session at approximately 8:02 p.m. Motion passed unanimously.

9. A. Discussion and possible action to hold an Executive Session pursuant to A.R.S §§38-431.0.A.1 and 38-431.03.A.3 on any and all matters relating to the position of City Manager and the employment, assignment, appointment, dismissal, resignation, and/or salaries of that position and/or discussion and legal advice with the Attorney or Attorneys of the City regarding same. (Mayor Gerardo Sanchez)

10. MOTION TO GO BACK TO REGULAR SESSION

MOTION: Council Member M. Buchanan Jr. / Council Member Luna-Carrasco to go back to Regular Session at approximately 9:28 p.m. Motion passed unanimously.

11. DISCUSSION AND POSSIBLE ACTION ITEM(S):

12. Discussion and possible action regarding any and all matters related to the employment and employment contract of the City Manager.

MOTION: Council Member M. Buchanan Jr. / Council Member A. Luna-Carrasco to place City Manager on Administration leave with pay effective immediately. Motion passed with four (4) aye votes and two (2) nay votes from Vice-Mayor M. Rosales and Council Member M.C. Ramos.

13. ADJOURNMENT

MOTION: Council Member M. Buchanan Jr. /Council Member A. Luna-Carrasco to adjourn the Regular Council Meeting at approximately 9:29 p.m. Motion passed unanimously.

CONFORMED COPY
2015-24581 RESC ION
11/02/2015 10:07:0. M Pages: 5 Fees: $8.00
Requested By:CITY OF SAN LUIS
Recorded By: askaggs
Robyn Stallworth Pouquette County Recorder, YUMA County AZ

WHEN RECORDED MAIL TO:

CITY OF SAN LUIS
ATTN: SONIA CORNELIO, CITY CLERK
P.O. BOX 1170
SAN LUIS, ARIZONA 85349

The above area is to be reserved for recording information

****

CAPTION HEADING:

Resolution No. 1111
Intergovernmental Agreement with the County of Yuma regarding payment obligations for construction of roadway on County 25th Street-Avenue E to Avenue D.

OFFICE OF THE
MAYOR
CITY OF SAN LUIS

Resolution

No. 1111

RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF SAN LUIS, ARIZONA. APPROVING THE FIRST AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT WITH THE COUNTY OF YUMA REGARDING PAYMENT OBLIGATIONS FOR CONSTRUCTION OF ROADWAY ON COUNTY 25TH STREET -AVENUE E TO AVENUE D.

WHEREAS, the City of San Luis, Arizona approved an Intergovernmental Agreement between the City of San Luis and the County of Yuma for Roadway Construction on County 25th Street – Avenue E to Avenue D which was recorded with the Yuma County Recorder's Office on October 25, 2013 under Recorder's Number 2013-29285 (referred to below as the "IGA"); and

WHEREAS, under the IGA the City of San Luis financial obligation is $175,000.00 which it has paid in full; and

WHEREAS, under the IGA the obligation of $175,000.00 was contemplated to be 50% of the cost to build the road; and

WHEREAS, there were cost overruns to build the road; and

WHEREAS, it was understood that a private developer was planning to install a water line in the same area of County 25th Street – Avenue E to D but the private developer did not do so.; and

WHEREAS, the City of San Luis at its own expense installed the water line in the same area of County 25th Street – Avenue E to D; and

WHEREAS, in light of the contribution of the water line to the infrastructure by the City of San Luis, the parties to the IGA have agreed to amend the IGA holding the financial contribution to the road construction to $175,000.00.

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

Section 1: Approve the Intergovernmental Agreement between the City of San Luis and the County of Yuma for Roadway Construction on County 25th Street – Avenue E to Avenue D First Amendment.

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

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

PASSED AND ADOPTED by the Mayor and City Council of the City of San Luis, Arizona, this 23rd day of September, 2015.

Gerardo Sanchez, Mayor

ATTEST:

For Sonia Cornelio, City Clerk

APPROVED AS TO FORM

for Glenn J. Gimbut, City Attorney

INTERGOVERNMENTAL AGREEMENT
BETWEEN THE CITY OF SAN LUIS AND THE COUNTY OF YUMA
FOR ROADWAY CONSTRUCTION ON
COUNTY 25th STREET – AVENUE E TO AVENUE D
FIRST AMENDMENT

This First Amendment is to amend the County 25th Street Intergovernmental Agreement executed on the 21st day of October, 2013.

RECITALS

WHEREAS, the County is empowered by Arizona Revised Statutes [A.R.S.] § 11-251 and § 28-601 et seq. to maintain, control and manage public roads within the County and ARS § 11-951 et seq. provides that the County may enter into intergovernmental agreements for the provisions of joint or cooperative action and the City is empowered by ARS § 11-951 et seq. and the San Luis City Charter, to enter into this Agreement; and

WHEREAS, a public need exists for the improvement of the existing road to a two lane asphaltic roadway on County 25th Street, between Avenue E and Avenue D, hereafter referred to as the "PROJECT", within the County and within the City limits of the City of San Luis; and

WHEREAS, the final estimated construction cost of the Project is now $441,168; and

WHEREAS, the cost of construction has exceeded the original estimate and the City and County desire to modify the payment terms; and

WHEREAS, Section 13 of the aforementioned Agreement allows for signed, written modification of the Agreement.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree to amend the Agreement as follows:

1. SECTION 3. OBLIGATIONS OF THE PARTIES is hereby modified as follows:

   A. COUNTY OBLIGATIONS.
      3. The County will be responsible for all costs exceeding the City's share.

   B. CITY'S OBLIGATIONS.
      1. The City will be responsible for $175,000 of the total project cost.

2. SECTION 18. OWNERSHIP AND MAINTENANCE is hereby added as follows:

   Upon completion of the Project, the City will be responsible for the improvements within City Limits and shall provide for, at its own cost, proper maintenance and/or replacement of the PROJECT improvements.

3. The remainder of the aforementioned Agreement is not changed by this First Amendment and remains in full force and effect.

4. This Amendment runs concurrently with the aforementioned agreement and prior Amendments and will terminate with the agreement.

IN WITNESS WHEREOF, the parties hereto have caused this First Amendment to be duly executed on the day and year last written herein below.

DATE: September 23, 2015

CITY OF SAN LUIS

ROBERT A. EADS
City Manager

ATTEST:

for SONIA CORNELIO
City Clerk

DATE: 10/05/15, 2015

COUNTY OF YUMA

RUSSELL McCLOUD, Chairman
Board of Supervisors

ATTEST:

JAMES W. FLORY
Interim County Administrator/Clerk of Board

Pursuant to A.R.S. § 11-952, the foregoing First Amendment to the Agreement has been submitted to the undersigned City Attorney for the City of Yuma, Arizona. The undersigned has determined that this First Amendment to the Agreement is in proper form and is within the powers and authority granted under the San Luis City Charter, and the laws of the State of Arizona to the City of San Luis:

for GLENN GIMBUT, San Luis City Attorney

Pursuant to A.R.S. § 11-952, the foregoing First Amendment to the Agreement has been submitted to the undersigned Deputy County Attorney for the County of Yuma, Arizona. The undersigned has determined that this First Amendment to the Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona to the County of Yuma:

JON R. SMITH, County Attorney

EDWARD P. FEHELEY, Deputy County Attorney

RECEIVED

NOV - 2 2015

Office of the City Clerk
City of San Luis, Arizona

MOTION: Council Member M.A. Pinzon/Council Member A. Luna-Carrasco to approve the amended bylaws of the Greater Yuma Port Authority as presented. Motion passed unanimously.

6. Discussion and possible action on any and all matters regarding the processing of payment for the $175,000.00 invoice submitted by Yuma County to cover 50% of the estimated cost to improve County 25th Street between Avenue D and Avenue E as agreed to on previously executed Intergovernmental Agreement (IGA). (Eulogio Vera)

Mr. Eulogio Vera, Public Works Director, explained that a few months back an Intergovernmental Agreement (IGA) was approved between the City of San Luis and Yuma County for paving County 25th Street, the design has been completed and they are ready to go out to bid, therefore they are asking the City of San Luis to pay a portion of the commitment which is half of the estimated costs totaling $175,000.00.

Mayor G. Sanchez asked if it was not $125,000.00. Mr. Ralph Velez, City Manager, responded it was $150,000.00 but should have been $175,000.00 it was the City's error and $175,000.00 was budgeted.

MOTION: Council Member A. Luna-Carrasco/Council Member M.C. Ramos to approve payment of Yuma County invoice in the amount of $175,000.00 to cover half of the estimated construction cost to improve County 25th Street between Avenue D and Avenue E. Motion passed unanimously.

7. Discussion and possible action on any and all matters pertaining to the approval of change order no. 1 to M and Y Electric's contract in the amount of $8,937 for the Mechanic Shop Electrical Retrofit Project. (Eulogio Vera)

Mr. Eulogio Vera, Public Works Director, explained that the contractor has completed all work part of the original scope but some additional electrical circuits are needed for optimal mechanic shop operation; final inspection might be done October 9, 2014. This change order includes part of the circuits for the lift.

MOTION: Council Member G. Torres/Council Member A. Luna-Carrasco to approve Change Order No. 1 to M and Y Electric's contract in the amount of $8,937.00. Motion passed unanimously.

8. Discussion and possible action on any and all matters regarding the Agreement for Interconnection of Customer's Generation Facility to the APS Distribution System between Arizona Public Service Company and the City of San Luis (APS Agreement No. 2249). (Tadeo De La Hoya)

Mr. Tadeo De La Hoya, Director of Operations, stated that this agreement was sent to him by APS Commercial Renewal Energy division; it has been reviewed by Mr. Glenn

INVOICE

P.O. Box 4601
Yuma, AZ 853566-4601
Phone (928) 342-3000

OCTOBER 30, 2015

TO:
City Administrator
City of San Luis
767 N. 1st Avenue
San Luis, AZ 85349

FOR:
Magrino Industrial Park Capital Call
Underground Improvements
Greater Yuma Port Authority

DESCRIPTION		AMOUNT
Magrino Industrial Park – Unit No. 2		
MAGRINO 242 LATERAL CULVERT TOTAL PAID BY YUMA COUNTY	$769,586.66	
242 LATERAL CULVERT PORTION PAID BY COUNTY	(101,868.50)	
ACA GRANT	(500,000.00)	
GYPA AMOUNT DUE	$167,718.20	
Per terms of agreement: ½ share of projected cost		
Capital Call to City of San Luis		$85,000.00
Capital Call to Cocopah Indian Tribe		$85,000.00
CITY OF SAN LUIS AMOUNT DUE	$85,000.00	

Make all checks payable to GYPA

If you have any questions concerning this invoice, contact Linda Matthias as 928/580-8070

AGENDA ITEM REVIEW FORM

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

Meeting Date: 05/25/2016

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 on any an all matters regarding a contract to James Davey and Associates, Inc. to provide construction administration and inspection services associated with the construction of the 1st Avenue and 4th Avenue intersections and Juan Sanchez Boulevard Roadway Improvements Phase I. **(Eulogio Vera, Public Works Director)**

SUMMARY:

The City recently completed the design of Phase I of the 1st Avenue and 4th Avenue intersections and Juan Sanchez Boulevard Roadway Improvements Project and has recently awarded the construction contract to DPE Construction. James Davey and Associates (JDA) in the past has undertaken and successfully completed several Construction Administration Contracts with the City and is about to start one for the Lakin Street Improvements Project. Taking advantage that JDA will be in town doing inspections for a different project, we would like to recommend issuing the 1st Avenue and 4th Avenue intersections and Juan Sanchez Boulevard Roadway Improvements Construction Administration Contract as a more economical option due to the travel time savings. Cost proposal and proposed contract is attached.

JDA is on the qualified list of City Engineers that City Council recently accepted. Under the San Luis City Code Purchasing Chapter Section 36.08, engineering services do not have to go out to bid. Since the estimated amount of the contract is **$17,800.00,** over $15,000.00, it does have to be approved by City Council, under the same Section of the City Code.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO APPROVE JDA FOR THE CONTRACT ADMINISTRATION OF THE 1ST AVENUE AND 4TH AVENUE INTERSECTIONS AND JUAN SANCHEZ BOULEVARD ROADWAY IMPROVEMENTS PROJECT AND AUTHORIZE THE APPROPRIATE CITY OFFICIALS TO EXECUTE THE CONTRACT AND TAKE ALL NECESSARY STEPS TO IMPLEMENT THE CONTRACT AS PRESENTED.

Supporting information not attached to the Agenda Item Review Form:

Supporting information attached.

Document to be Recorded?: No

N/A

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:	Yes
CITY/STATE/FEDERAL FUNDS:	HURF

TOTAL:	$17,800
BUDGETED:	$150,000
AVAILABLE TO TRANSFER:	0
GL ACCT # & NAME/REMAINING BALANCE BEFORE PURCHASE:	$290,947

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

Project is being funded out of the Highway Users Revenue Fund (HURF) impact fee General Ledger Account # 200-210-90010.806.

Attachments

Cost Proposal

Agreement for Engineering Services

Proposal for Construction Administration Services
City of San Luis
4th Ave./1st Ave. and Juan Sanchez Blvd. Roadway Improvements, Phase 1

Prepared by: James Davey and Associates, Inc.

April 25, 2016

Item	Description	Principal Engineer	Project Engineer	Engineering Technician	Survey Crew	Direct Costs	Comments
1	Project Management	4					
2	Construction Inspection and Administration	10	116				Based on 120 Calendar Day Construction Schedule, about 66 working days with about 45 site inspections (2 hours/visit - some travel time shared with Lakin Project). Also includes Submittal Reviews, Preconstruction Conference, Meetings during Construction, and Pay Estimate Preparations
3	Project Closeout		16				Final Inspections, Punchlists, Final Quantities and Pay Estimate, Project Closeout
	Total Estimated Hours	14	132	0	0	---	
	Hourly Rates	$140	$120	$80	$160	---	
	Subtotals	$1,960	$15,840	$0	$0	$0	
	TOTAL FEE ESTIMATE					$17,800	

AGREEMENT FOR ENGINEERING SERVICES

This Agreement is made on the ____ day of _____, 2016, between the City of San Luis, Arizona, a municipal corporation of the State of Arizona, ("City"), and James Davey and Associates of Yuma, Arizona, having a principal being a registered engineer of the State of Arizona ("Engineer"):

Witness:

By this agreement the City hereby engages the services of Engineer for the following described project ("Project"): 4th/1st Avenue and Juan Sanchez Blvd Roadway Improvements -Phase 1.

The accomplishment of the work and services described in this Agreement is necessary and essential to the public works improvement program of the City; and

The City desires to engage the Engineer to render professional engineering services for the project described in this Agreement, and the Engineer is willing to perform those services.

Therefore, in consideration of the premises and agreements contained here, the parties agree as follows:

Article I. Description of Project

A. Construction administration, inspection, coordination with contractor, submittal review, construction meetings, pay estimate reviews, project closeout, and final quantity and walk through, all for an estimated cost of $17,800.00. ("Basic Fee"").

B. The term "estimated construction cost" is defined as the total estimated cost for the construction of the Project assigned to the Engineer under this Agreement for construction administration and inspection related activities, excluding fees or other costs for engineering, lands, and rights-of-way, and for legal and administrative procedures.

Article II. Engineer's Scope of Services

The Engineer shall perform professional engineering services relevant to the Project in accordance with the terms and conditions set forth here, and as provided in Exhibit I, which is attached to this agreement and by this reference made a part of it.

Article III. Changes in Scope

If changes occur either in the Engineer's Scope of Services or the Description of the Project, a supplemental agreement may be negotiated at the request of either party. For the purposes of such a change, the Engineer will supply to City an estimate of the cost for such change in services or project, and the amount paid for such change in services or project by City shall not exceed said estimate.

Article IV. Engineer's Fee

A. Basic Fee.

1. As compensation for Basic Services as described in Paragraph A of Exhibit I of this Agreement, and for services required in the fulfillment of Article II, the Engineer shall be paid a "Basic Fee," which shall constitute full and complete payment for those services and all expenditures that may be made and expenses incurred, except as otherwise expressly provided in this Agreement. The Basic Fee shall be the lump sum amount $17,800.00.

2. The parties agree that the Basic Fee is based upon the Scope of Services to be provided by the Engineer and is not necessarily related to the estimated construction cost of the Project. In the event that the estimated construction cost differs from the estimated construction cost, the Engineer's compensation will not be adjusted unless the Scope of Services to be provided by the Engineer changes, and the adjustment is agreed to by the parties in writing pursuant to the provisions of Article III above.

B. Payment Schedule for Basic Fee.

The Basic Fee shall be paid in the following installments as the Engineer's work progresses:

1. The fee of $17,800.00 prorated in accordance with the project progress. Final payment shall be payable only upon completion of the Project, and receipt all related reports and documentation.

C. Payment for Special Services.

As compensation for the services rendered by the Engineer as set forth in Paragraph B of Exhibit I of this Agreement entitled "Special Services," the City shall pay the Engineer such sums as may be agreed to by written amendment to this agreement. For such Special Services, Engineer agrees to furnish to City an estimate of cost for such special service. If the City agrees to have Engineer perform that service, Engineer agrees that the amount charged shall not exceed such estimate. Any agreement for such special service shall be as a supplemental agreement pursuant to Article III above.

D. Certified Cost Records.

The Engineer shall furnish certified cost records for all billings pertaining to other than lump sum fees to substantiate all charges. For those purposes, the books of account of the Engineer shall be subject to audit by the City. The Engineer shall complete work and cost records for all billings on those forms and in that manner as will be satisfactory to the City.

E. Gross Receipts Tax.

To the fees and other payments payable under this agreement, the Engineer may add any applicable gross receipts tax.

Article V. Ownership of Plans and Documents: Records

A. The field notes, design notes, and logs of any wells drilled, as instruments of service, are and shall remain, the property of the Engineer, however, copies of such records shall be furnished to City upon its request. All drawings of the construction plans, including any "as built" drawings, shall be the property of City. The City agrees that Engineer shall retain any common law copyright and that the City will not allow copies to be reproduced in a manner inconsistent with said common law copyright. The City shall be furnished, at no additional cost, a disk of all design drawings, including any "as built" construction drawings, with one set of reproducible mylars of the original drawings of the work.

B. The City shall make copies, for the use of the Engineer, of all of its maps, records, laboratory tests, or other data pertinent to the work to be performed by the Engineer under this Agreement, and also make available any other maps, records, or other materials available to the City from any other public agency or body.

C. The Engineer shall furnish to the City, copies of all maps, records, field notes, and soil tests that were developed in the course of work for the City and for which compensation has been received by the Engineer.

Article VI. Contract Times

The Engineer's work will be completed and ready for final payment within 120 calendar days of the date in the Notice to Proceed.

Article VII. Termination

A. This Agreement may be terminated by either party upon fifteen (15) days' prior written notice to the other party in the event of substantial failure by the other party to fulfill its obligations under this Agreement through no fault of the terminating party.

B. This Agreement may be terminated by the City for its convenience upon twenty (20) days' prior written notice to the Engineer.

C. In the event of termination, as provided in this Article, the Engineer shall be paid as compensation in full for services performed to the date of that termination, an amount calculated in accordance with Article IV of this Agreement. Such amount shall be paid by the City upon the Engineer's delivering or otherwise making available to the City, all data, drawings, specifications, reports, estimates, summaries, and that other information and ma-terials as may have been accumulated by the Engineer in performing the services included in this Agreement, whether completed or in progress.

Article VIII. Assignment

This Agreement shall not be assignable except at the written consent of the parties, and if so assigned, shall be binding upon the successors and assigns of the parties.

Article IX. Conflict of Interest

This agreement is subject to the Conflict of Interest Laws of the State of Arizona. It is subject to the cancellation provisions of A.R.S. §38-511.

Article X. Indemnity

To the fullest extent permitted by law, the Engineer agrees to defend and indemnify the City and its officers, agents, and employees against any and all actions of any character brought because of any injury or damage sustained by any person, persons, or property resulting from any asserted negligent act, error, or omission of the Engineer or its agents or employees, in whole or in part. The indemnity required here shall not be limited by reason of the specification of any particular insurance coverage in this Agreement.

Article XI. Insurance

The Engineer agrees to procure and maintain at its expense until final payment by the City for services covered by this Agreement, insurance in the kinds and amounts provided below with insurance companies authorized to do business in the State of Arizona, covering all operations under this Agreement, whether performed by it or its agents. Before commencing the work, the Engineer shall furnish to the City a certificate or certificates in form satisfactory to the City, showing that it has complied with this paragraph. All certificates shall provide that the policy shall not be changed or cancelled

until forty-five days' prior written notice shall have been given to the City. Kinds and amounts of insurance required are as follows:

Workmen's Compensation Insurance.

Workmen's Compensation Insurance for its employees in accordance with the provisions of the Workmen's Compensation Act of the State of Arizona.

Liability Insurance.

Professional liability insurance in an amount not less than $1,000,000.00 per claim and aggregate and automobile liability insurance in an amount not less than $1,000,000.00, for injuries to any one person and $1,000,000.00 on account of any one accident and in an amount of not less than $500,000.00 for property damage to protect the Engineer and its agents from claims that may arise from services rendered under this Agreement, whether those services are rendered by the Engineer or by any of its agents or by anyone employed by either.

Article XII. Discrimination Prohibited

In performing the services required under this agreement, the Engineer shall not discriminate against any person on the basis of race, color, religion, sex, national origin or ancestry, age, or physical handicap.

Article XIII. Administration of Agreement

The City Manager, or authorized representative, shall administer this Agreement for the City.

In Witness, the parties have executed this Agreement as of the day and year written first above.

The City of San Luis

By:_____

James Davey and Associates

By:_____

APPROVED AS TO FORM:

By:_____
City Attorney

Exhibit I. Duty of Engineer

The Engineer shall render professional engineering services as described below:

A. Basic Services.

1. Preliminary Design Phase.

a. Confer with the City to review its objectives and requirements, inspect the site of the work, review the available material assembled by the City, and discuss design criteria and scheduling.

b. Plan and make the necessary reconnaissance surveys and other field investigations, if any are required.

c. Prepare, preliminary plans, preliminary estimate of cost, and outline specifications.

(2) Preliminary engineering studies, preliminary plans, preliminary estimates of cost, and outline specifications, shall be submitted for review and comment by the City.

(3) The Engineer shall not proceed with further performance of Basic Services until receiving a written order to do so from the City.

2. Final Design Phase.

a. Confer with the City and other interested parties as required to review comments from the preliminary Design Phase submittal.

b. Prepare complete detailed working drawings and accompanying documents. All plans, specifications, documents, and layouts prepared by the Engineer shall conform to and comply with standard practice and design requirements of the City and applicable codes and ordinances. Drawings shall show existing utilities and their locations. Contract Documents shall indicate the sequence in which utilities are to be relocated, where applicable.

c. Prepare and submit a detailed Engineer's estimate of cost for the Project.

d. Detailed working drawings, specifications, and other Contract Documents to the City for review and comments.

e. Confer with the City and other interested parties or agencies as required to review comments from the preceding submission. Corrections and minor changes in the completed Contract Documents, which are required by the City, shall be made by the Engineer at no additional cost to the City.

f. After incorporation of comments, provide the City with the requested number of check sets of Contract Documents for the Project.

g. Upon final City approval of the contract documents and prior to the first Advertisement For Bids, provide the City with [the requested number of sets of the approved Contract Documents for the Project

3. The Construction Phase.

a. Assist the City in obtaining construction bids. Tabulate bids and furnish a recommendation regarding the award of the construction contract.

b. Upon award of the construction contract, provide the City with the requested number of sets of formal Contract Documents for the Project, including plans and specifications.

c. Assist the City in the execution of formal Contract Documents for the construction contract.

d. Furnish consultation and advice during construction of the work.

e. Make periodic inspections and observation of the work in progress and provide inspection reports.

f. Make periodic estimates and certificates of payment at intervals required by the specifications of the Project.

g. Prepare reproducible "as built" drawings to reflect construction as actually accomplished.

h.. Make final inspection and recommendation regarding acceptance of the work performed in the construction contract. In performing construction inspection and observation, it is expressly understood and agreed that the Engineer will exert all reasonable effort to insure compliance with requirements of the construction contract, but the Engineer does not guarantee the performance of the Contractor.

B. Special Services.

Only when directed in writing by the City, the Engineer shall furnish or acquire for the City requested professional and technical services not covered by the Basic Services.

C. Performance.

1. The Engineer agrees that, immediately upon the execution of this Agreement, it will enter upon the duties prescribed in this agreement, proceed with the work continuously, and make the various submittals on or before the schedule specified here. The City is

not liable and will not pay the Engineer for any services rendered before written authorization is received by the Engineer.

2. The Engineer shall submit:

a. Preliminary engineering studies and field investigations as may be required;

b. Preliminary plans, outline specifications, and preliminary estimate of costs.

c. Final Design Phase plans, specifications, estimate of cost, and bid proposal documents for review.

d. Final construction contract documents ready for bid.

e. "As built" drawings after satisfactory completion of the Project.

3. If any delay is caused to the Engineer by order of the City to change the design or plans; or by failure of the City to designate right-of-way, or to supply or cause to be supplied any data not otherwise available to the Engineer that is required in performing the work described; or by other delays due to causes entirely beyond the control of the Engineer; then, in that event, the time schedules will be adjusted equitably in writing, as mutually agreed between the City and the Engineer at the moment a cause for delay occurs.

4. Since the work of the Engineer must be coordinated with the activities of the City, the Engineer shall advise the City in advance, of all meetings and conferences between the Engineer and any governmental agency, political subdivision, or third party which is necessary to the performance of the work of the Engineer.

AGENDA ITEM REVIEW FORM

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

Meeting Date: 05/25/2016

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

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

Action Requested: Motion
Public Hearing

ITEM:

Public hearing followed by discussion on any and all matters regarding Rezoning Case No. 2016-065. A request by Edais Engineering, Inc., on behalf of Nieves Riedel, Riedel Holdings, L.L.C., owner, to rezone 27.58 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). **(John Starkey, Zoning Administrator)**

A. Open public hearing
    1. Staff Presentation
    2. Call to the Public on this Item
B. Close public hearing

SUMMARY:

The area to be rezoned shall include Assessor Parcel ID #776-11-001 and Assessor Parcel ID #776-03-003, San Luis, Arizona. 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 Land Use in the City of San Luis 2020 General Plan. The activities proposed will be consistent with that designation (Chapter 2, Pages 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. One of the conditions was that all houses and buildings shall be single story.

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. Zoning Administrator, John Starkey, suggested one story houses on lots 1 through 37 and the applicant agreed. This will 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.

A new Development Agreement has been created (Proposed Resolution No. 1145) and 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. City agrees to provide 50% of the installation cost of street lighting on the off-site road commonly known as Sidewinder Road.
3. Owner agrees to sign a Street Lighting Improvement District for the subdivision and provide 50% of the installation 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. Redesign shall comply with Yuma County Standards, American Association of State Highway Transportation Officials (AASHTO) Guidelines and 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 South side of County 22nd Street between Las Quintas de San Luis II Subdivision and 10th Avenue.
6. If necessary, a traffic study must be conducted. Owner agrees to pay for said traffic study and provide any infrastructure needed according to the findings of the study.

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:
City Council had a positive response to the idea of single story homes on lots 1 thru 37. Additionally, Council recommended to add the requirement of a traffic study to the Development Agreement in case is necessary.

The applicant has provided the information and materials necessary for staff to review the Rezoning request.

RECOMMENDATION / SUGGESTED MOTION:

A. I MOVE TO OPEN PUBLIC HEARING.
B. I MOVE TO CLOSE PUBLIC HEARING.

Supporting information not attached to the Agenda Item Review Form:

Supporting information is attached.

Document to be Recorded?: No

N/A

Fiscal Impact

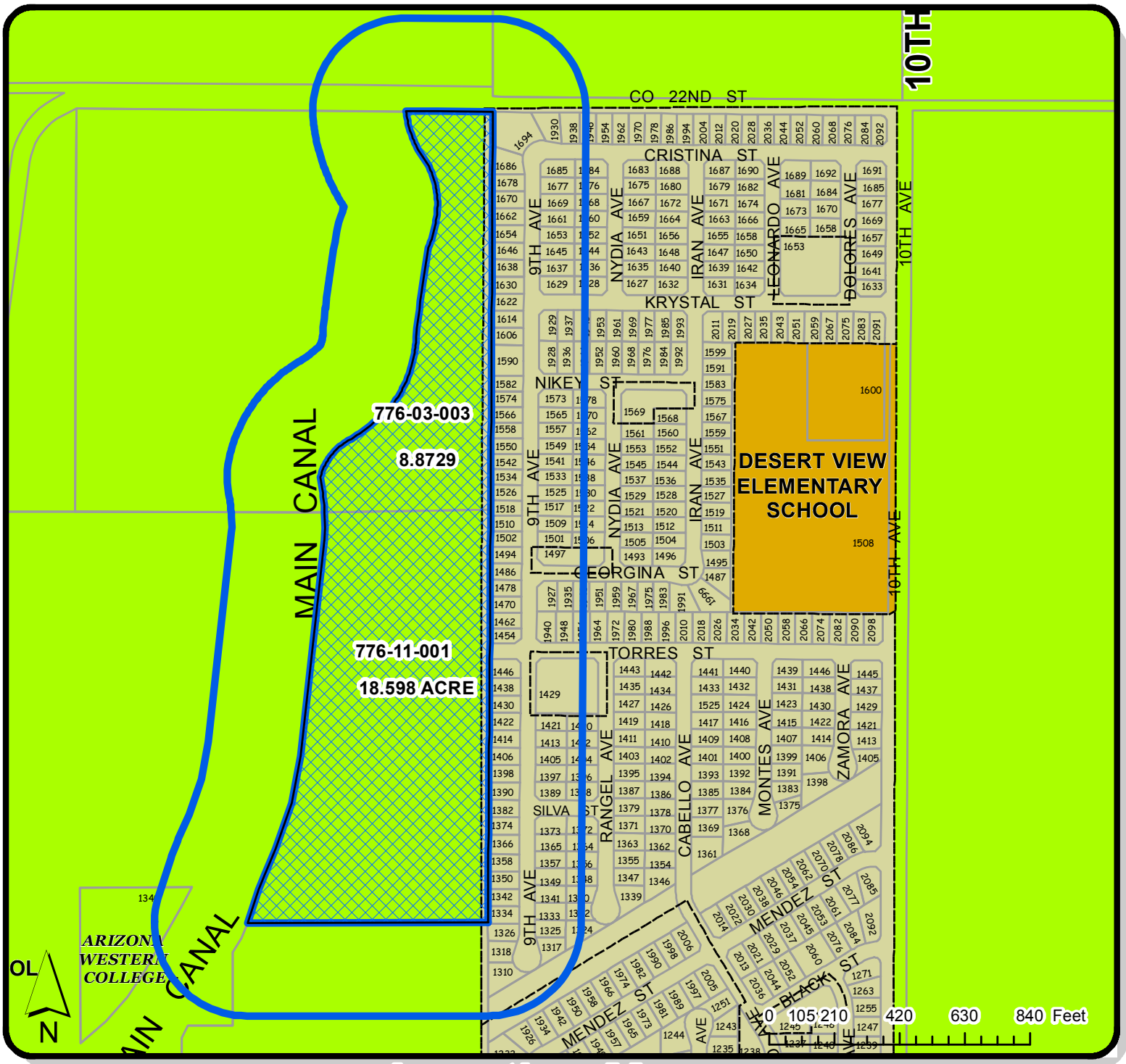
IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:	N/A
CITY/STATE/FEDERAL FUNDS:	N/A
TOTAL:	N/A
BUDGETED:	N/A
AVAILABLE TO TRANSFER:	N/A
GL ACCT # & NAME/REMAINING BALANCE BEFORE PURCHASE:	N/A

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

N/A

Attachments

Location Map
Tentative Plat
Picture of Location
Email to Property Owner (4-6-16)
Yuma County Water User's Association comments (3-7-16)
Fire Department Comments (3-3-16)



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	IG	2016-065
Checked By:	**APPROVED BY:**	

IT

GIS DIVISION

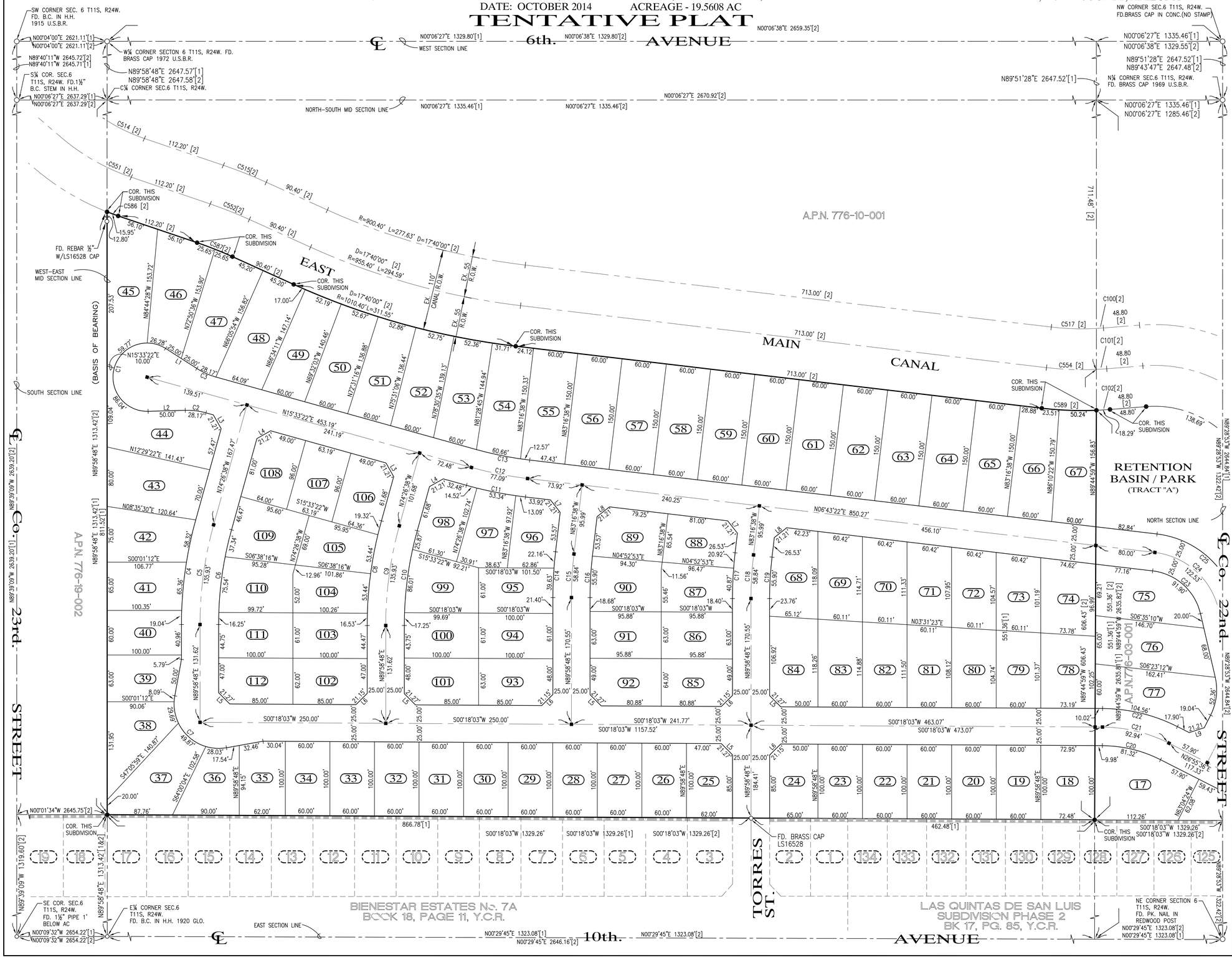
LAS QUINTAS DE SAN LUIS 2 SUBDIVISION

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

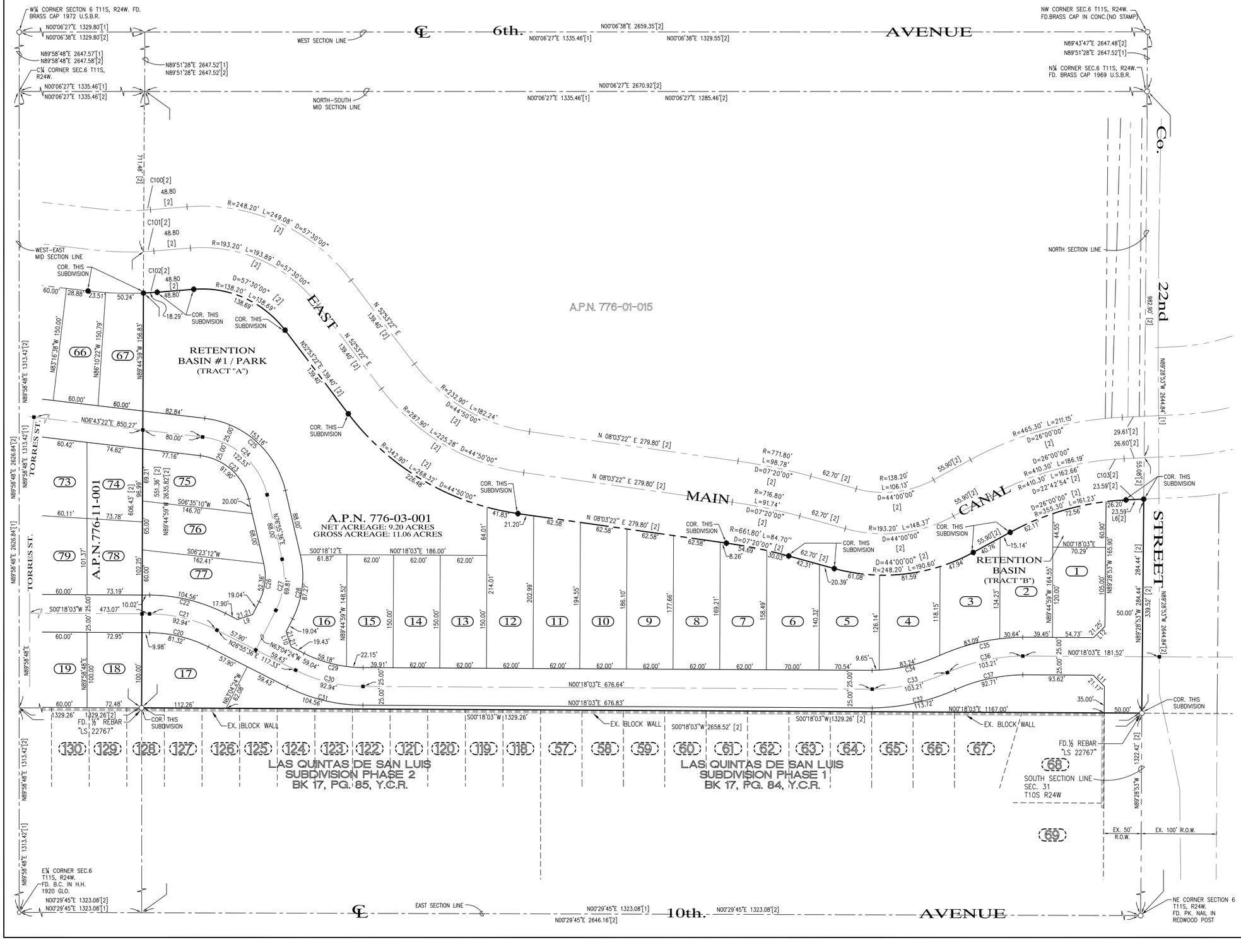
TENTATIVE PLAT


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

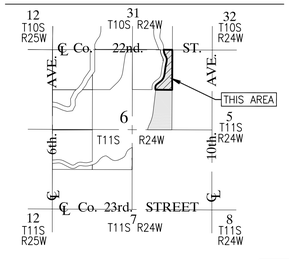
BASIS OF BEARING

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

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 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.

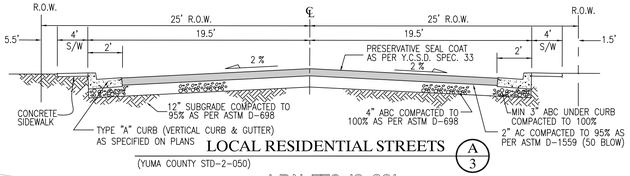
N89°51'28"E 2647.52'[1]

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]

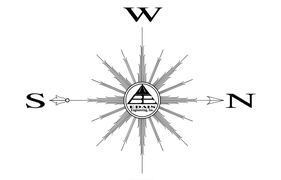
BIENESTAR ESTATES No. 7A
BOOK 18, PAGE 11, Y.C.R.

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

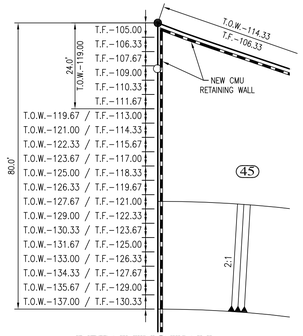
N00°29'45"E 1323.08'[2]
N00°29'45"E 1323.08'[1]



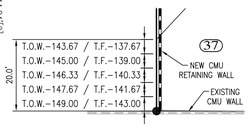
SCALE: 1"=60'

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.
- ([2]) DATA REFER TO BARKLEY LOT SPLIT No. 2 AS RECORDED IN BOOK __ OF PLATS, PAGE __. Y.C.R.O., YUMA COUNTY, ARIZONA.
- (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

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

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
T.O.W.–115.00 T.F.–107.00
T.O.W.–114.33 T.F.–106.33
T.O.W.–113.67 T.F.–105.67
T.O.W.–113.00 T.F.–105.00
T.O.W. 113.00
T.O.W. 112.33
T.O.W.–113.67 T.F.–105.67
T.O.W.–113.67 T.F.–105.67
T.O.W. 125.0 T.F.–105.00
T.O.W.–125.0 T.F.–104.33
T.O.W.–125.0 T.F.–105.67
T.O.W.–125.0 T.F.–106.33
T.O.W.–125.0 T.F.–107.0
T.O.W.–125.0 T.F.–107.67
T.O.W.–125.0 T.F.–108.33
T.O.W.–125.0 T.F.–109.0
T.O.W.–125.0 T.F.–109.67
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
263-1100
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

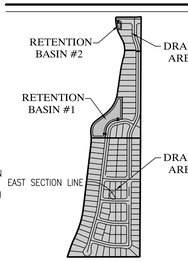
RETENTION BASIN #2 (TRACT "B"):
TOP AREA : 4,738 SF
BOTTOM AREA : 1,867 SF
DEPTH = 3 FT
STORAGE VOLUME PROVIDED =
( 4,738 + 1,867 ) 3 / 2 = 9,908 CF
FACTOR OF SAFETY = 9,908 = 1.28 ∴ OK
7,744

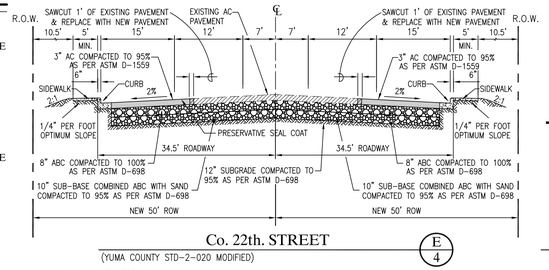
2.– THERE IS NO OFF SITE STORMWATER ENTERING THE SITE AND ALL STORMWATER GENERATED BY THE SITE WILL BE STORED ON SITE.

3.– THIS PROJECT IS LOCATED IN FLOOD ZONE "B" AS DETERMINED BY THE FIRM MAPS.

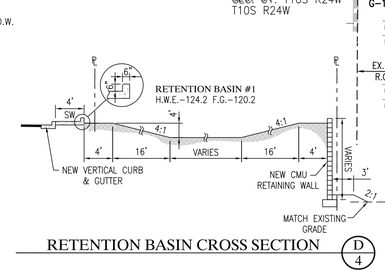
4.– THE ON–SITE SOIL AS CLASSIFIED AS SUPERSTITION SAND AS DETERMINED BY THE SOIL CONSERVATION SERVICE MAPS FOR YUMA–WELTON AREA WITH HIGH PERCOLATION RATE. NO PONDING OF WATER IS ANTICIPATED DUE THE SOIL CONDITION. CONSERVATION SERVICE MAPS FOR YUMA–WELTON AREA WITH HIGH PERCOLATION RATE.

## 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
```

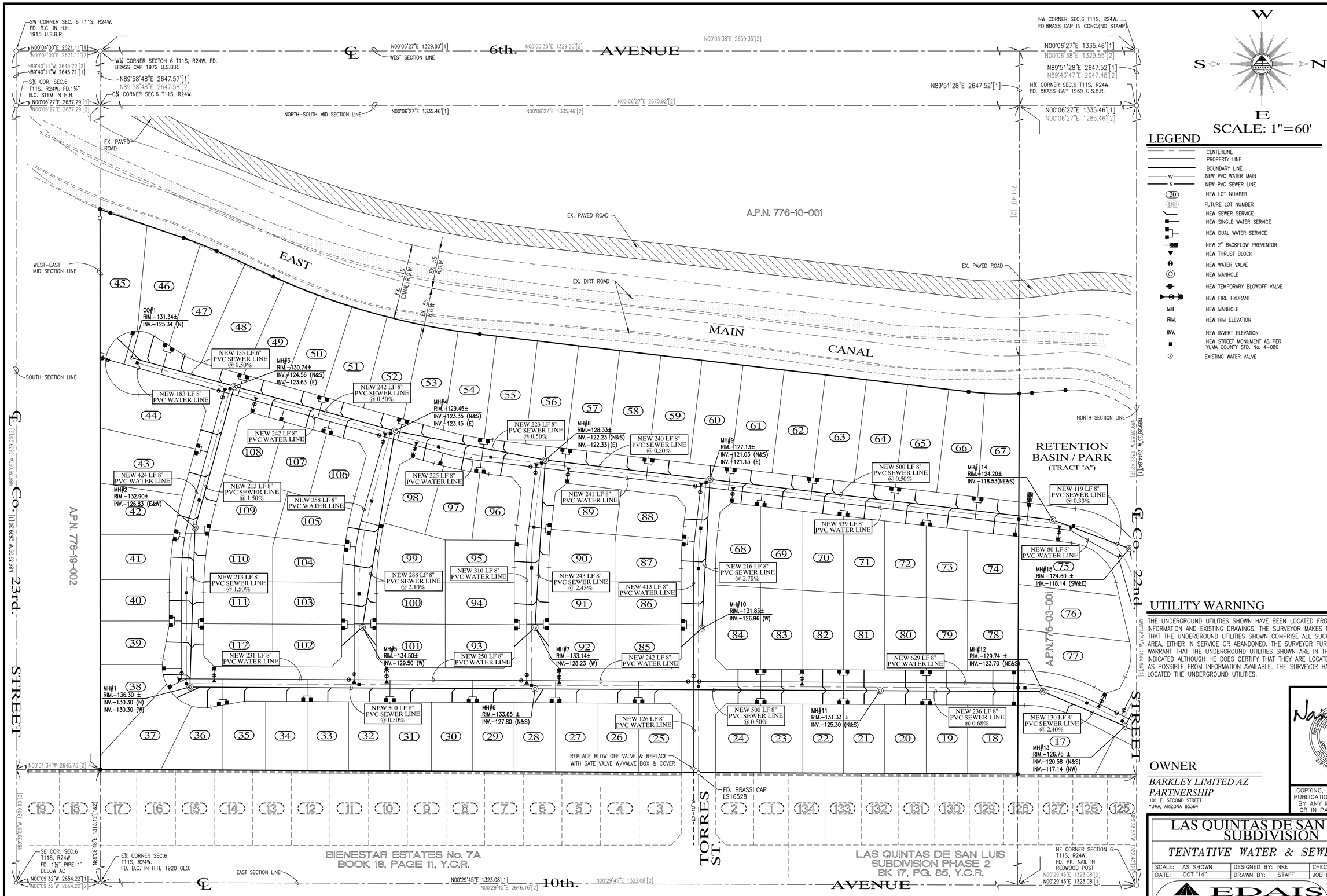

LEGEND

- 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

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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

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
- 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.

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

COPYING, REPRODUCTION, OR PUBLICATION OF THESE PLANS BY ANY METHOD, IN WHOLE OR IN PART IS PROHIBITED

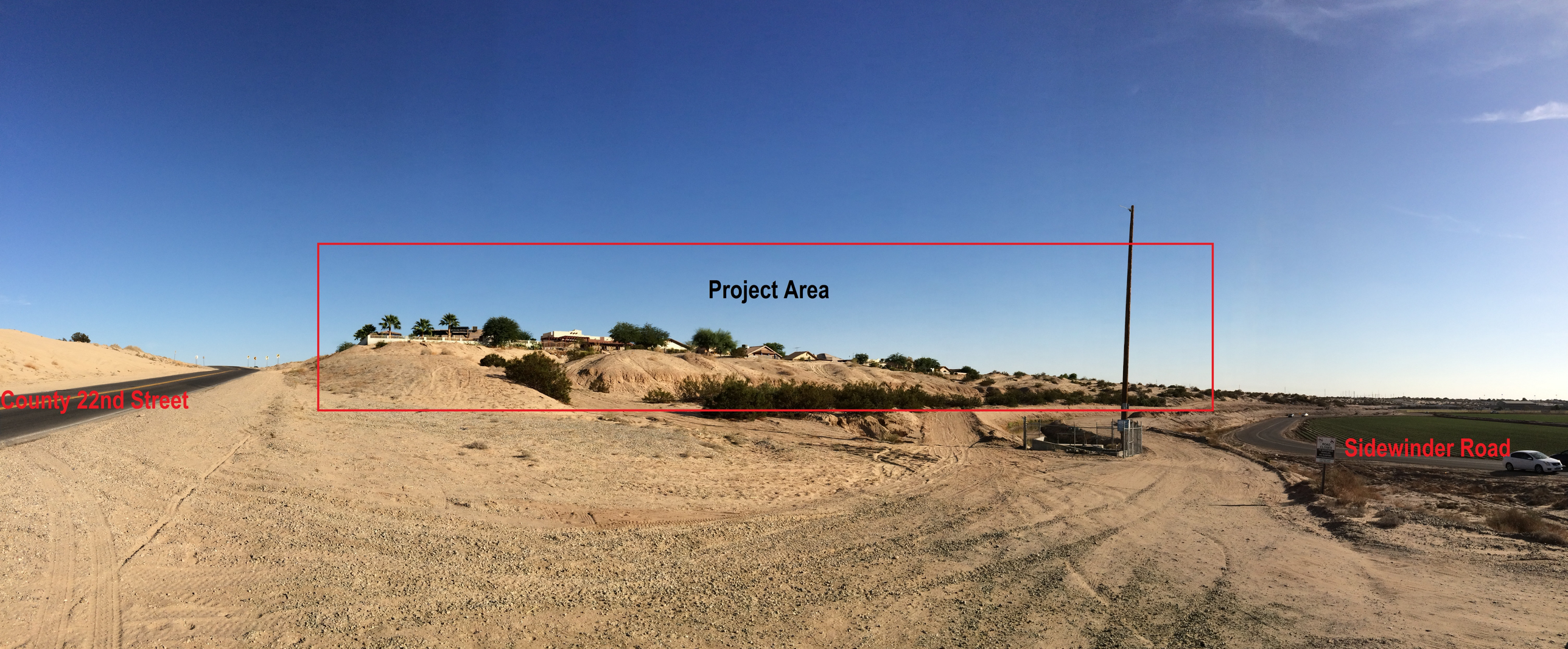
LAS QUINTAS DE SAN LUIS 2 SUBDIVISION

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 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. E.**

Meeting Date: 05/25/2016

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. ITEM CONTINUED FROM REGULAR COUNCIL MEETING HELD APRIL 27, 2016. **(John Starkey, Zoning Administrator)**

SUMMARY:

The Development Agreement between City of San Luis, Arizona and Riedel Holdings, 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 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 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. The terms and conditions of the Agreement include the following commitments:

- Owner agrees all houses and buildings located in lots 1 thru 37 shall be single story not to exceed 15 feet at the roof ridge.
- Owner agrees to provide 50% and City agrees to provide 50% of the installation cost of street lighting on the off-site road commonly known as Sidewinder Road.
- Owner agrees to sign a Street Lighting Improvement District for the subdivision and provide 50% of the installation 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. Redesign shall comply with Yuma County Standards, American Association of State Highway Transportation Officials (AASHTO) Guidelines and 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 South side of County 22nd Street between Las Quintas II Subdivision and 10th Avenue.
- If necessary, a traffic study must be conducted. Owner agrees to pay for said traffic study and provide any infrastructure needed according to the findings of the study.

The resolution is written so that it only becomes effective upon passage 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
GL ACCT # & NAME/REMAINING BALANCE BEFORE PURCHASE:	N/A

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

N/A

Attachments

Resolution No. 1145

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.

APPROVED:

_____
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 City agrees to provide 50% of the installation 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 sign a street lighting improvement district for the subdivision of the rezoned parcels and provide 50% of the installation cost of street lighting on the off-site road commonly known as 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. Redesign shall comply with Yuma County Standards, AASHTO guidelines and 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 south side of County 22nd Street between Las Quintas De San Luis II subdivision and 10th Avenue.

3.6 If necessary, a traffic study must be conducted. Owner agrees to pay said traffic study and provide any infrastructure needed according to the findings of the study.

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

THE OWNER, _____

By: _____
Its: _____

ATTEST:

By: _____
City Clerk

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:

That part of the NW ¼ NE ¼ Section 6 Township 11S Range 24W lying east of East Main Canal G.&S.R.&M.

Assessor Parcel ID No. 77611001

LEGAL DESCRIPTION:

That part of the SW ¼ NE ¼ Section 6 Township 11S Range 24W lying east of the East Main Canal G.&S.R.&M.

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.

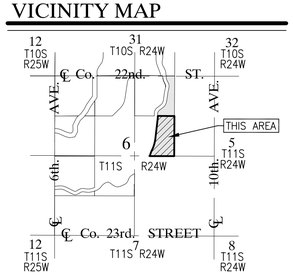
BEARING N89°58'48"E

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	

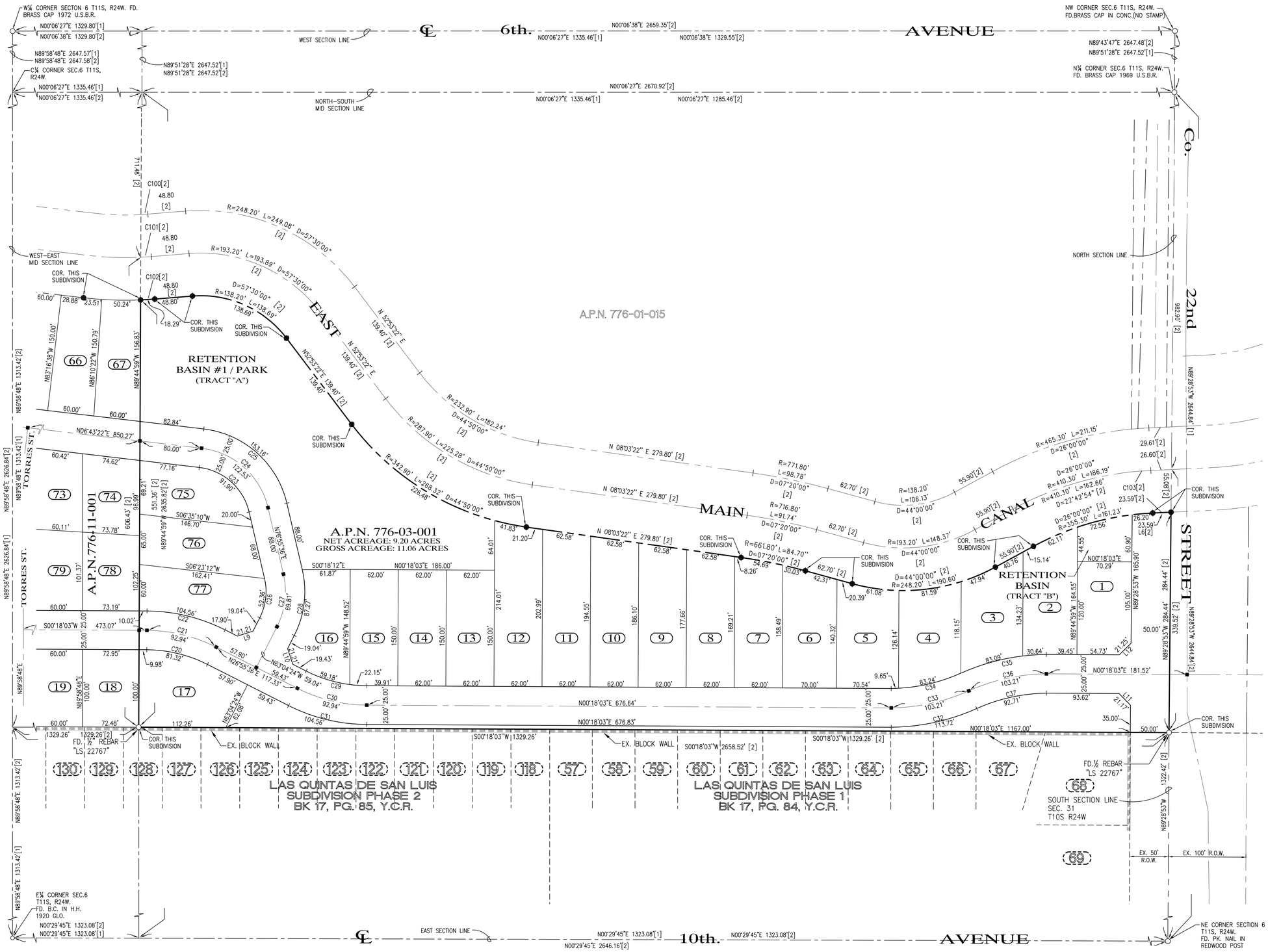
EDAIS Engineering, Inc.
PLANNING-CIVIL-SURVEYING-ARCHITECTURAL
3075 S. Ave. 4E Yuma, Arizona 85365
(928) 344-3566 FAX (928) 341-1075
EMAIL: najeh@Edaisgroup.com

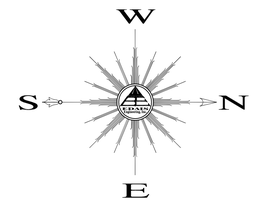
SHEET 1

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

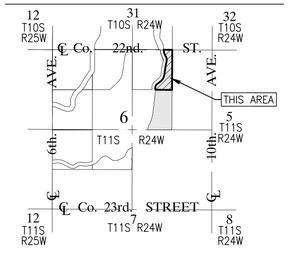
BASIS OF BEARING

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

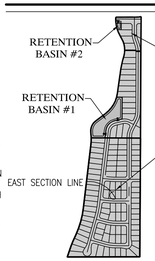
II. STORAGE VOLUME PROVIDED:

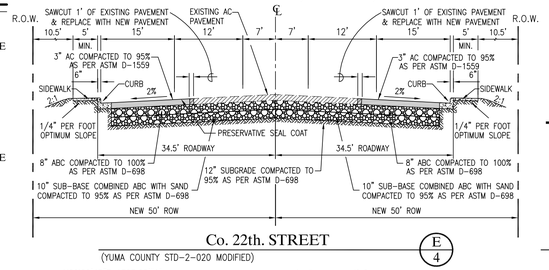
RETENTION BASIN #1 (TRACT "A"):
TOP AREA : 66,635 SF
BOTTOM AREA : 46,382 SF
DEPTH = 4 FT
STORAGE VOLUME PROVIDED = (66,635 + 46,382) 4 / 2 = 226,034 CF
FACTOR OF SAFETY = 226,034 = 2.23 ∴ OK 101,428

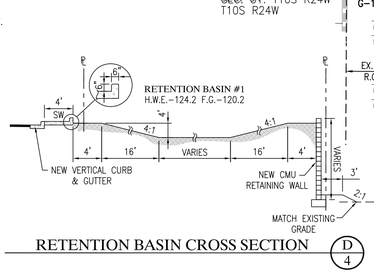
RETENTION BASIN #2 (TRACT "B"):
TOP AREA : 4,738 SF
BOTTOM AREA : 1,867 SF
DEPTH = 3 FT
STORAGE VOLUME PROVIDED = (4,738 + 1,867) 3 / 2 = 9,908 CF
FACTOR OF SAFETY = 9,908 = 1.28 ∴ OK 7,744

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





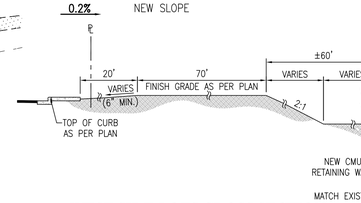


CALL TWO WORKING DAYS BEFORE YOU DIG
263-1100
1-800-STAKE-IT
(OUTSIDE MARICOPA COUNTY)

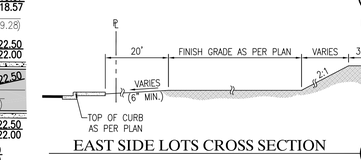
LEGEND

SCALE: 1"=60'

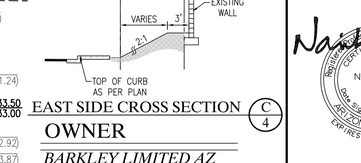
- CENTERLINE
- BOUNDARY LINE
- EXISTING LOTS
- EXISTING CMU WALL
- EXISTING DIRT ROAD
- EXISTING ASPHALT
- NEW CMU WALL
- ○ FOUND MONUMENT (TYPE AS SHOWN)
- B.C. INDICATES BRASS CAP
- H.H. INDICATE HAND HOLE
- T.O.W. INDICATE TOP OF WALL ELEVATION
- T.F. INDICATE TOP OF FOOTING ELEVATION
- ([1]) DATA 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

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

COPYRIGHT, REPRODUCTION, OR PUBLICATION OF THESE PLANS BY ANY METHOD, IN WHOLE OR IN PART IS PROHIBITED

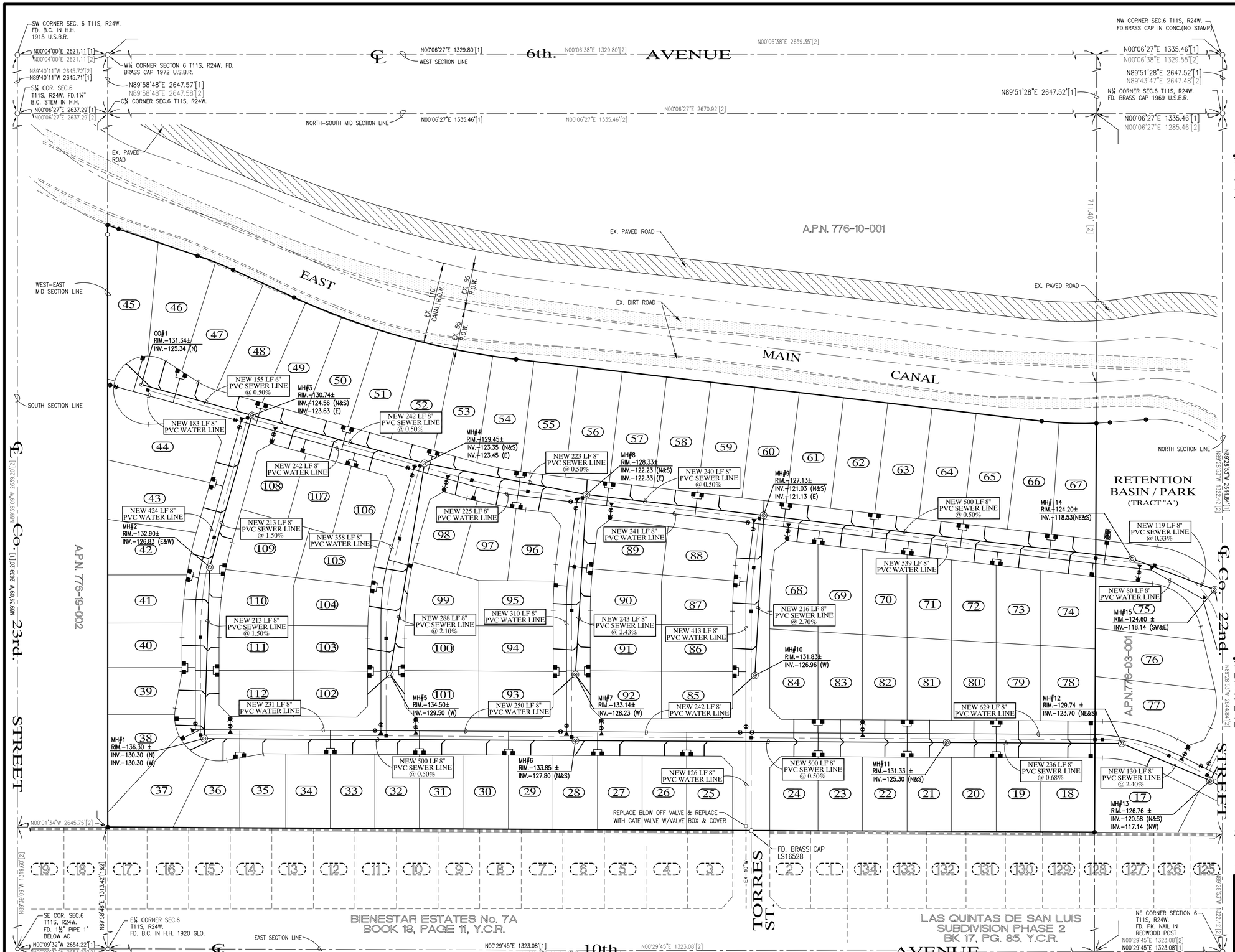
LAS QUINTAS DE SAN LUIS 2 SUBDIVISION

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.
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

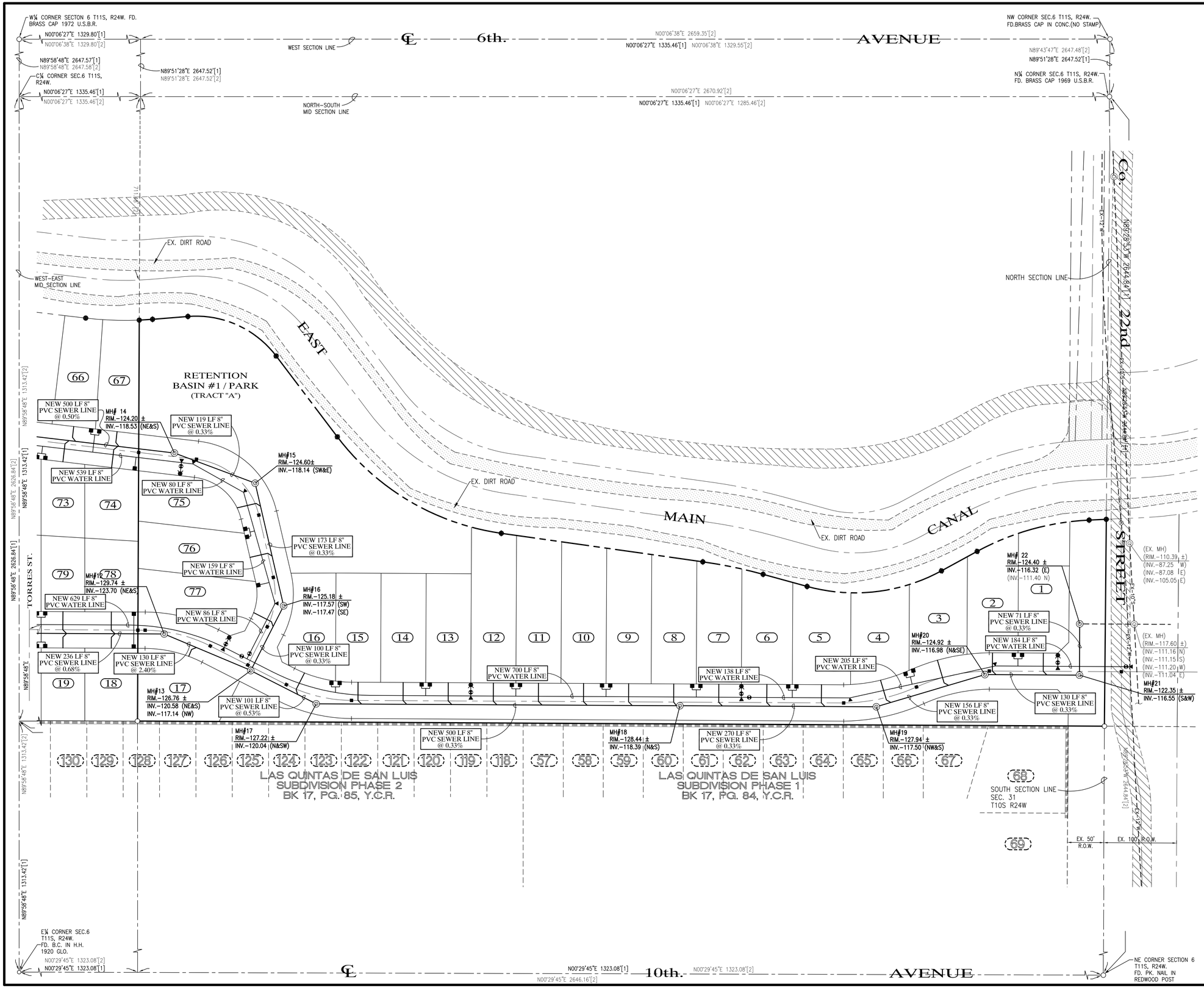
TENTATIVE WATER & SEWER PLAN

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
- 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
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- NEW STREET MONUMENT AS PER YUMA COUNTY STD. No. 4-080
- EXISTING 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

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-ARCHITECTURE
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. F.**

Meeting Date: 05/25/2016

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

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

Action Requested: Motion
Ordinance - 2nd Reading

ITEM:

Discussion and possible action on any and all matters regarding Second 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 27.58 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. Approval of Second Reading of Ordinance No. 351 by title only
B. Approval and Adoption of Ordinance No. 351

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 Land Use in the City of San Luis 2020 General Plan. The activities proposed will be consistent with that designation (Chapter 2, Pages 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 to in 2014. One of the conditions was that all houses and buildings shall be single story.

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. Zoning Administrator, John Starkey suggested one story houses on lots 1 through 37 and the applicant agreed. This will 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.

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% and City agrees to provide 50% of the cost of street lighting on the off-site road commonly known as Sidewinder Road.
3. Owner agrees to sign a Street Lighting Improvement 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.
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. Redesign shall comply with Yuma County Standards, American Association of State Highway Transportation Officials (AASHTO) Guidelines and 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 South side of County 22nd Street between Las Quintas de San Luis II Subdivision and 10th Avenue.
6. If necessary, a traffic study must be conducted. Owner agrees to pay for said traffic study and provide any infrastructure needed according to the findings of the study.

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.

CITY COUNCIL REGULAR MEETING

A City Council Public Hearing and First Reading of the ordinance was held at the Regular Meeting on April 27, 2016. The Council approved the First Reading by title only.

Staff recommends approval of Ordinance No.351, subject to terms and conditions contained in the Development Agreement proposed by City staff.

RECOMMENDATION / SUGGESTED MOTION:

A. I MOVE TO APPROVE SECOND READING OF ORDINANCE NO. 351 BY TITLE ONLY.
B. I MOVE TO APPROVE AND ADOPT ORDINANCE NO. 351 SUBJECT TO THE TERMS AND CONDITIONS OF THE DEVELOPMENT AGREEMENT WHICH CITY COUNCIL ADOPTED BY 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
GL ACCT # & NAME/REMAINING BALANCE BEFORE PURCHASE:	N/A

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

N/A

Attachments

Ordinance No. 351
Location Map
Tentative Plat
Picture of Location
Email to Property Owner (4-6-16)
Yuma County Water User's Association comments (3-7-16)
Fire Department Comments (3-3-16)

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 27.58 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. §9462.04 to change the zoning classification for 27.58 acres of real property located on Assessor Parcel ID # 776-03-001 and Assessor Parcel ID # 776-11-001; as attached hereto as "Exhibit A" 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 with the 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: and

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 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:

_____

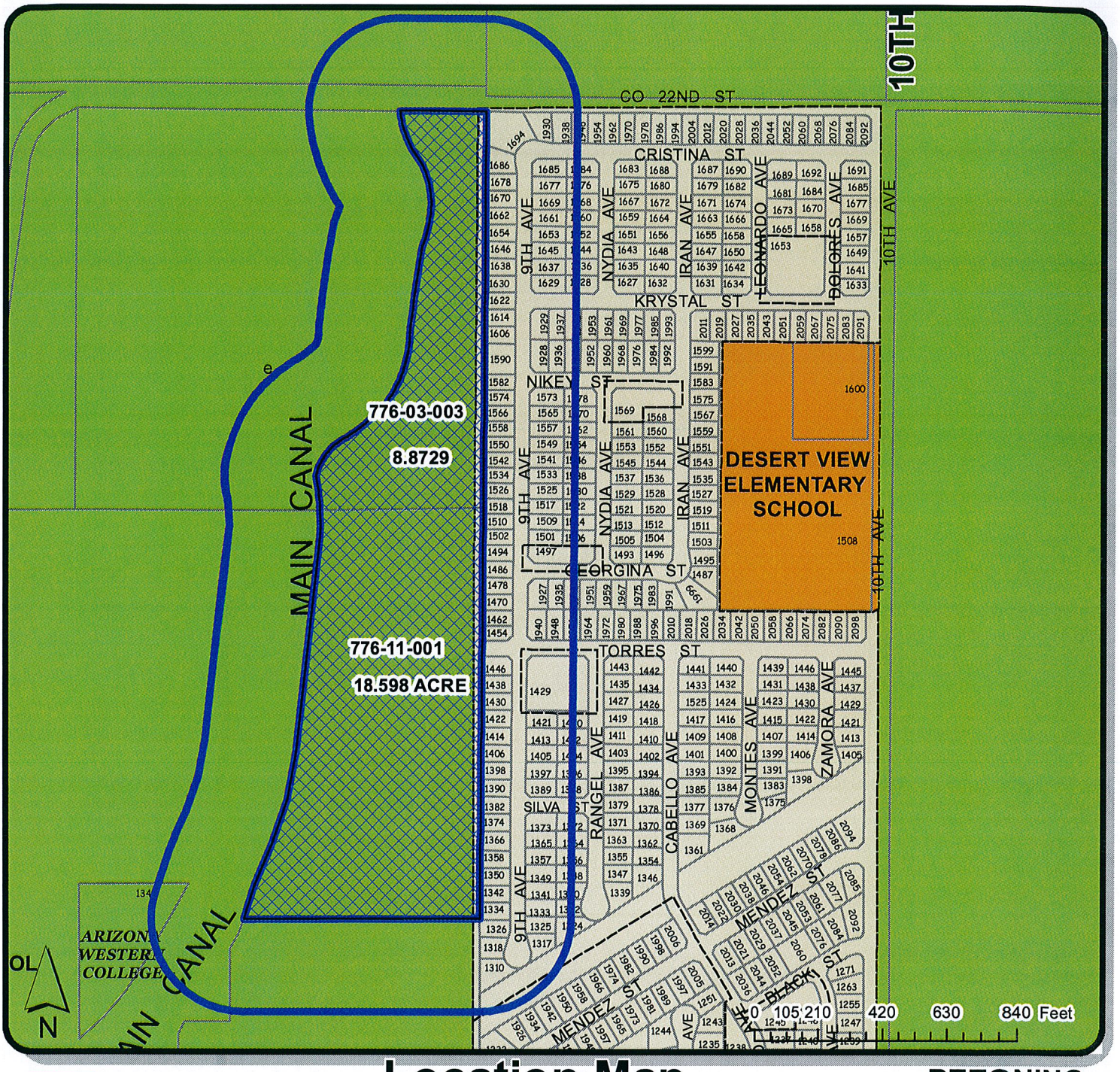
Sonia Cornelio, City Clerk

APPROVED AS TO FORM:

_____

Kay Marion Macuil, City Attorney

Ordinance No. 351
Exhibit A



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

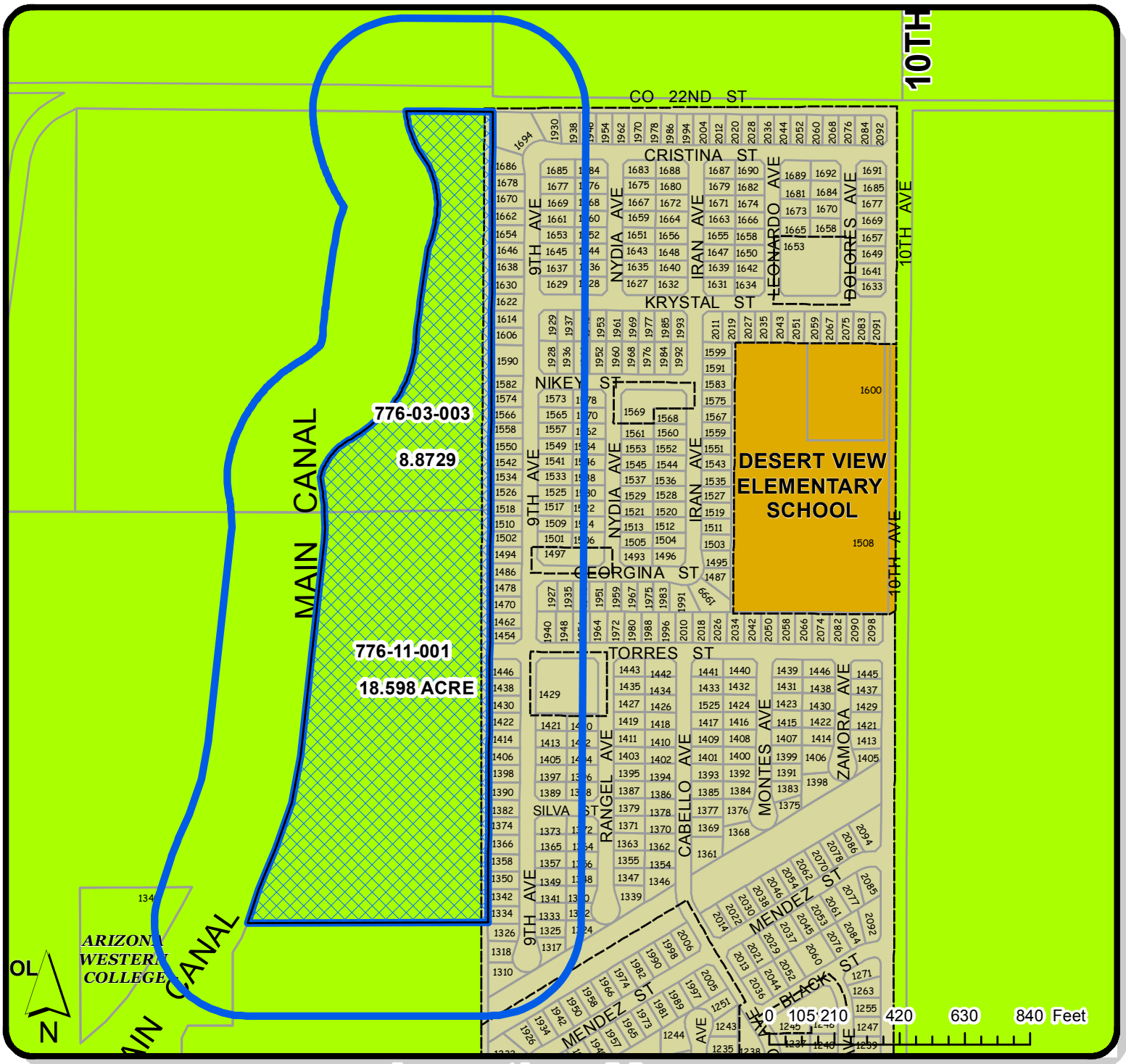
SINGLE RESIDENCE ZONING DISTRICTS

RA-10

Date:	Prepared By:	Case No.
2/29/2016	IG	2016-065
Checked By:	**APPROVED BY:**	
JG	JS	

IT

GIS DIVISION



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:**	

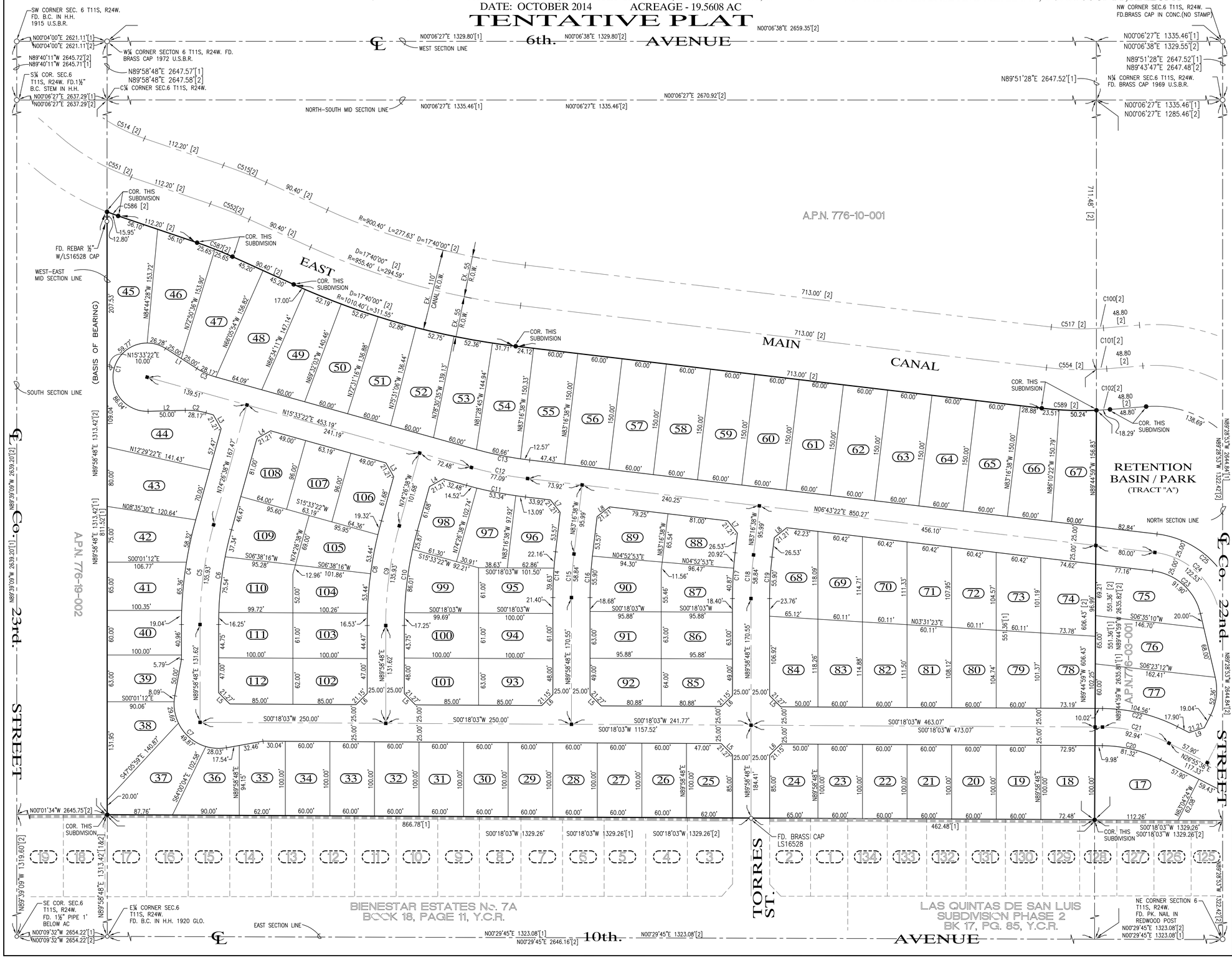
LAS QUINTAS DE SAN LUIS 2 SUBDIVISION

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

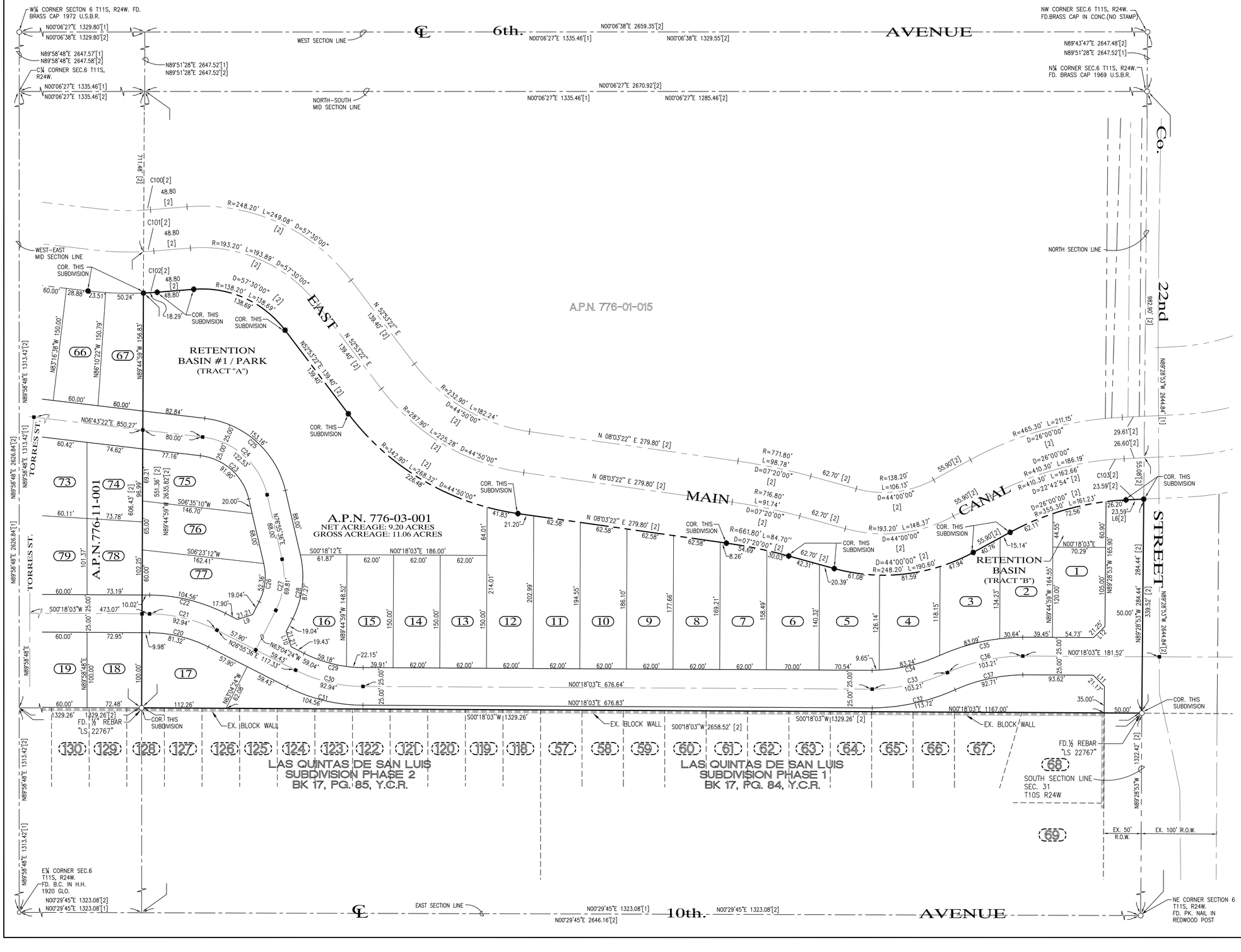
TENTATIVE PLAT


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

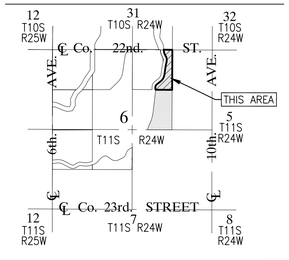
BASIS OF BEARING

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

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 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.

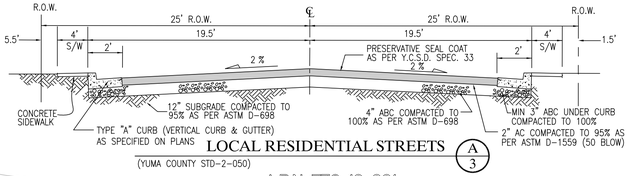
N89°51'28"E 2647.52'[1]

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]

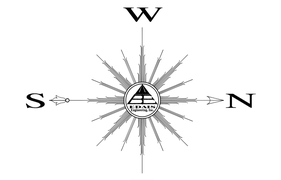
BIENESTAR ESTATES No. 7A
BOOK 18, PAGE 11, Y.C.R.

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

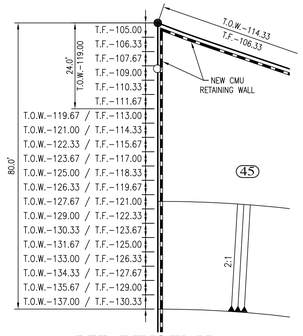
N00°29'45"E 1323.08'[2]
N00°29'45"E 1323.08'[1]



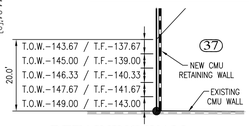
SCALE: 1"=60'

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.
- ([2]) DATA REFER TO BARKLEY LOT SPLIT No. 2 AS RECORDED IN BOOK __ OF PLATS, PAGE __. Y.C.R.O., YUMA COUNTY, ARIZONA.
- (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

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

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
T.O.W.–115.00 T.F.–107.00
T.O.W.–114.33 T.F.–106.33
T.O.W.–113.67 T.F.–105.67
T.O.W.–113.00 T.F.–105.00
T.O.W. 113.00
T.O.W. 112.33
T.O.W.–113.67 T.F.–105.67
T.O.W.–113.67 T.F.–105.67
T.O.W. 125.0 T.F.–105.00
T.O.W.–125.0 T.F.–104.33
T.O.W.–125.0 T.F.–105.67
T.O.W.–125.0 T.F.–106.33
T.O.W.–125.0 T.F.–107.0
T.O.W.–125.0 T.F.–107.67
T.O.W.–125.0 T.F.–108.33
T.O.W.–125.0 T.F.–109.0
T.O.W.–125.0 T.F.–109.67
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
263-1100
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

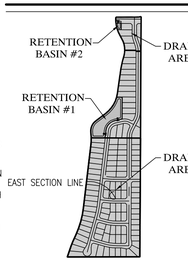
RETENTION BASIN #2 (TRACT "B"):
TOP AREA : 4,738 SF
BOTTOM AREA : 1,867 SF
DEPTH = 3 FT
STORAGE VOLUME PROVIDED =
( 4,738 + 1,867 ) 3 / 2 = 9,908 CF
FACTOR OF SAFETY = 9,908 = 1.28 ∴ OK
7,744

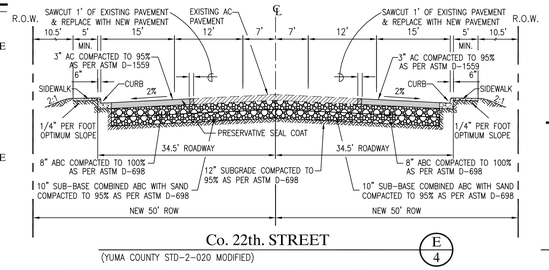
2.– THERE IS NO OFF SITE STORMWATER ENTERING THE SITE AND ALL STORMWATER GENERATED BY THE SITE WILL BE STORED ON SITE.

3.– THIS PROJECT IS LOCATED IN FLOOD ZONE "B" AS DETERMINED BY THE FIRM MAPS.

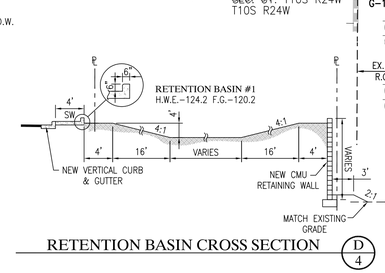
4.– THE ON–SITE SOIL AS CLASSIFIED AS SUPERSTITION SAND AS DETERMINED BY THE SOIL CONSERVATION SERVICE MAPS FOR YUMA–WELTON AREA WITH HIGH PERCOLATION RATE. NO PONDING OF WATER IS ANTICIPATED DUE THE SOIL CONDITION. CONSERVATION SERVICE MAPS FOR YUMA–WELTON AREA WITH HIGH PERCOLATION RATE.

## 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
```

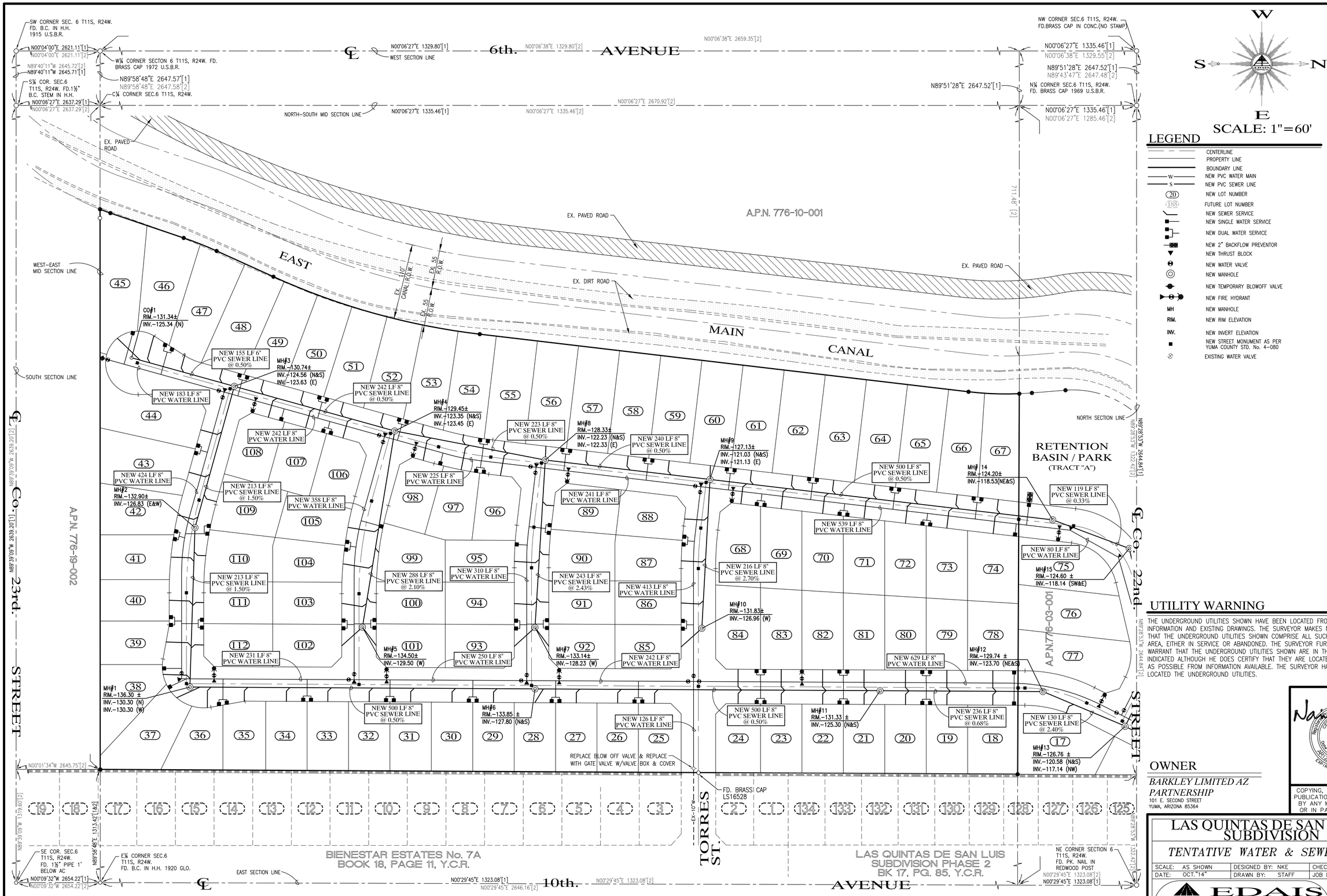

LEGEND

- 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

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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	

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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
- 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

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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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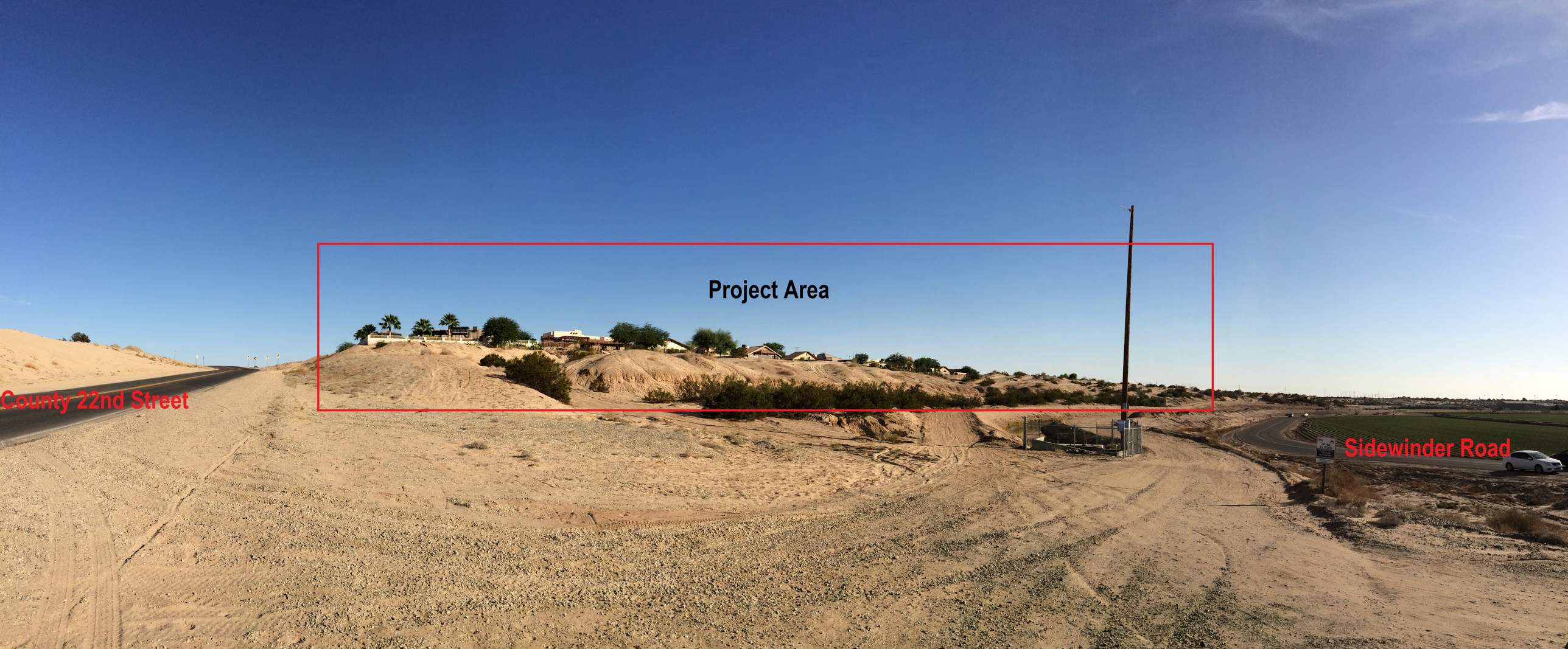
LAS QUINTAS DE SAN LUIS 2 SUBDIVISION

TENTATIVE WATER & SEWER PLAN

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 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. G.**

Meeting Date: 05/25/2016

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

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

Action Requested: Motion
Resolution

ITEM:

Discussion and possible action on any and all matters regarding the adoption of Resolution No. 1148. A resolution of the Mayor and Council of the City of San Luis, Arizona, authorizing the City Manager to amend the Classification and 2006 Salary Plan of the City of San Luis; create certain positions; and make other personnel and departmental changes to include transfers within the organization, in preparation for fiscal year 2016-2017. **(Kay M. Macuil, City Attorney)**

SUMMARY:

In anticipation of a significant reduction in City generated revenues, and to ensure that City expenses do no exceed revenues, this resolution authorizes the City Manager to amend the Classification and 2006 Salary Plan of the City; reduce or eliminate the accrual of overtime; eliminate all non-critical expenditures; with the exception of the Municipal Court, to transfer employees within the organization; and plan for potential layoffs and conversion of positions within the classified service in preparation for fiscal year 2016-2017.

The City had its annual budget workshop on April 15 and 16, 2016 and at that time, certain changes in the structure and operations were discussed. The attached resolution directs the City Manger to make those changes as part of the process of adoption of the fiscal year 2016-2017 budget.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO APPROVE AND ADOPT RESOLUTION NO. 1148.

Supporting information not attached to the Agenda Item Review Form:

Supporting information is 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
GL ACCT # & NAME/REMAINING BALANCE BEFORE PURCHASE:	N/A

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

Depending upon the particular actions there will be a fiscal impact cutting back expenses. Exact amounts are not yet known.

Attachments

Resolution No. 1148

OFFICE OF THE
MAYOR
CITY OF SAN LUIS

Resolution

NO. 1148

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SAN LUIS, ARIZONA, AUTHORIZING THE CITY MANAGER TO AMEND THE CLASSIFICATION AND 2006 SALARY PLAN OF THE CITY OF SAN LUIS; CREATE CERTAIN POSITIONS; AND MAKE OTHER PERSONNEL AND DEPARTMENTAL CHANGES TO INCLUDE TRANSFERS WITHIN THE ORGANIZATION, IN PREPARATION FOR FISCAL YEAR 2016-2017

WHEREAS, in order to provide for the most efficient delivery of service to the citizens of the City of San Luis and to maintain sound financial structure for the city in its finances and operations, it has been determined that certain amendments to the Classification and 2006 Salary Plan of the City of San Luis and reorganization of the city departments and divisions has become necessary;

WHEREAS, the City could experience a dramatic short-fall in business license revenue in the fiscal year 2016-2017 and the City needs to have a plan in place for such possible short-fall;

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

Section 1: The City Manager is hereby directed to prepare appropriate amendments to the Classification and 2006 Salary Plan of the City of San Luis in accordance with the provisions of this resolution as part of the budget process for fiscal year 2016-2017.

The changes are to be as follows:

a) The Development Services Division and the Building Safety Division shall be removed from the Public Works Department and is hereby transferred to be under the Planning and Zoning Department which shall be directly under City Administration. The Building Safety Director position will be converted to the Planning and Zoning Director.

b) The City Prosecutor shall no longer be a contracted position. The City Prosecutor shall be a salaried position as part of the Classification and Salary Plan effective August 18, 2016.

Section 2: The City Manager is hereby authorized and directed to take such steps as may be needed or necessary to reduce, suspend, or eliminate the accrual of overtime in all city departments, with the exception of overtime as actually paid by federal or state grants. It is the legislative intent of the City Council to specifically disallow regular paid overtime until July 1, 2017.

Section 4: The City Manager is hereby directed to take such acts or actions as may be needed or necessary with respect to reduce or eliminate all non-critical non-emergency expenditures of the city to ensure that expenditures do not exceed available funds for fiscal year 2016-2017.

Section 5: The City Manager is authorized and directed to counsel with employees who may wish to seek early retirement or otherwise leave the city service and negotiate such severance or other agreements that he deems appropriate for the consideration of City Council.

Section 6; The City Manager is hereby directed and authorized to prepare and implement if necessary guidelines and a plan pursuant to Section 8.03 of the City of San Luis Personnel Policies, dated July 1, 2008, to lay-off full-time positions within the Classification and 2006 Salary Plan of the City of San Luis and to convert full-time positions to part-time positions as may be needed due to possible business license revenue short-falls. The positions that would be subject to layoff and conversion if there is such a shortfall would not be eliminated nor would such action be considered an action of discipline, but rather this action would be taken solely as a budget measure in order to ensure that in the event of a shortfall in business license revenue for the fiscal year 2016-2017 the financial condition of the city is not jeopardized. The period of lay-off and conversion would begin at such time as the plan is implemented by the City Manager and would last until further decision of the City Council. City Council, by this resolution, specifically reserves the right to make further decisions as to specific numbers of lay-offs and conversions as the need arises.

Section 7: In the event of a conflict between the provisions of this resolution and any other resolution, regulation, or policy of the City of San Luis, the conflicting provisions are hereby provisionally amended, superseded, and replaced, and the provisions of this resolution shall govern. In making this provision, it is the specific legislative intent of the City Council that the Personnel Policies of the City of San Luis, the Classification Plan of the City of San Luis, the 2006 Salary Plan of the City of City of San Luis, the salary administration regulations and policies of the City of San Luis are hereby amended, superseded and/or replaced by this resolution such that actions and plans authorized in this resolution shall govern and supersede any and all existing policies, regulations, or plans so that the action and plans authorized in this resolution may be implemented, and that this is a non-appealable final legislative decision and action of the City Council of the City of San Luis.

Section 8: If any section, subsection, sentence, clause, phrase, or portion of this resolution is for any reason held to be invalid or unconstitutional by the final decision of

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

PASSED AND ADOPTED by the Mayor and 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

AGENDA ITEM REVIEW FORM

Regular City Council Meeting **6. H.**

Meeting Date: 05/25/2016

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 Text Amendment Case No. 2016-0204 and First Reading of Ordinance No. 350. An ordinance of the Mayor and Council of the City of San Luis, Arizona, amending the San Luis City Code, Chapter 152 Zoning Regulations, Sections 152.259(B) and 152.260 relating to Temporary Signs and Political Signs; repealing any conflicting provisions; and providing for severability. **(John Starkey, Zoning Administrator)**

A. Open Public Hearing
   1. Staff Presentation
   2. Call to the Public on this Item
B. Close Public Hearing
C. Approval of First Reading of Ordinance No. 350 by title only

SUMMARY:

This is a request by the City of San Luis for a text amendment to the San Luis City Code, Chapter 152 Zoning Regulations Sections 152.259 (B) and 152.260 relating to Temporary Signs and Political Signs.

The City of San Luis is requesting this text amendment in light of the *Reed v. Town of Gilbert 135 S. Ct. 2218 (2015)*. In June 2015 the U.S. Supreme Court made a ruling in the case titled *Reed v. Town of Gilbert* which caused a significant change in approach to sign regulations that had previously been used in San Luis and many other localities across the state and country. The case involved a Sign Ordinance in the Town of Gilbert, Arizona that regulated signs differently according to content-based sign types, such as directional signs, ideological signs, and political signs. A church appealed the City's regulations because they were limited to certain size signs that they used to direct parishioners to their church, yet signs with other messages were allowed to be much larger. They argued that if the visual clutter is the concern being addressed with sign regulations, then the message on the sign should not make a difference and all types of signs should be treated fairly.

The Supreme Court held that any regulation that distinguishes signs based on what they say is considered to be content based, and content based regulations are legally subject to strict scrutiny and are thus only allowed if they are narrowly tailored to serve a compelling governmental interest and other avenues of communication are available for the user of the sign. Aesthetical and safety justifications are not enough of a reason for a sign regulation to survive strict scrutiny. The ruling basically says "if you have to read the sign to know if it complies with zoning, the regulation is invalid."

Because of this ruling, many aspects of the current Zoning Ordinance for signage have become unenforceable. While amendments are needed for all components of the signage regulations that relate to sign content or content-based sign categories, a pressing issue is that of signs in the public

right-of-way.

Because the City currently allows certain signs in the right-of-way, it effectively has to allow all signs in the right-of-way. The City can no longer limit signage installations in the right-of-way to only political campaign signs because it is content-based regulation. As a result, the City has been limited in its ability to enforce proliferation of other types of signs that have recently been placed in roadway medians and along the sides of streets.

The proposed text amendment would remove the language regarding political signs from the Zoning Ordinance and City Code, which currently recites the State Statute (A.R.S. §16-1019). The new language would simply say that political signs are regulated by the State and not the City. It does not say the signs are legal; rather that removal is controlled by state law. This amendment would eliminate the content-based treatment on the right-of-way under our Zoning Ordinance. Basically, by changing the language of political signs, there would be no signs allowed in the public right-of-way.

CITIZEN REVIEW MEETING:
The Citizen Review Meeting was held on May 3, 2016 at City Hall Multipurpose Room at 6 PM. The intent of this meeting was to allow the public to learn about the project, ask questions, and express comments. There were no members of the public present.

ANALYSIS:
In the wake of Reed, some things are clear. Governments still have an array content-neutral regulations to apply to signs. But, content-based distinctions such as the ones in the Town of Gilbert's code must survive strict scrutiny to stand, because of mix of opinions from the Court, there are several open questions. We will not know the full scope and meaning of *Reed v. Town of Gilbert* until the federal courts begin to apply this decision to other sign litigations.

In the mean while, this amendment will maximize the City's opportunity to defeat any challenges to the signs on right-of-way regulations as being content-based. This text amendment would make Section 16.1-E of the Zoning Ordinance enforceable again, therefore allowing the City to regulate the illegal signs currently placed on the right-of-way.

PLANNING AND ZONING COMMISSION:
The Planning and Zoning Commission held a public hearing for this item on their Regular Meeting of May 10, 2016. The Commission recommended approval of this request.

The purpose of this amendment is to enhance and maintain the aesthetical character, to promote the public health, safety and general welfare, and to increase the effectiveness of visual communication in the City. It is also intended to avoid visual clutter that may adversely impact traffic and pedestrian safety, or be adverse to property values, business opportunities and the City's appearance and to prevent and abate public nuisances.

Staff recommends approval of First Reading of Ordinance No. 350 by title only.

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. 350 BY TITLE ONLY

Supporting information not attached to the Agenda Item Review Form:

Supporting Ordinance 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
GL ACCT # & NAME/REMAINING BALANCE BEFORE PURCHASE:	N/A

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

N/A

Attachments

Proposed Ordinance No. 350

OFFICE OF THE
MAYOR
CITY OF SAN LUIS

Ordinance

NO. 350

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF SAN LUIS, ARIZONA, AMENDING THE SAN LUIS CITY CODE, CHAPTER 152 ZONING REGULATIONS, SECTIONS 152.259(B) AND 152.260 RELATING TO TEMPORARY SIGNS AND POLITICAL SIGNS; REPEALING ANY CONFLICTING PROVISIONS; AND PROVIDING FOR SEVERABILITY.

WHEREAS, it is the desire of the City Council of the City of San Luis to have the regulation of signs conform to the holding of the U.S. Supreme Court in *Reed v. The Town of Gilbert;*

NOW THEREFORE BE IT ORDAINED by the mayor and council of the City of San Luis, Arizona, as follows:

Section 1: Section 152.259 of the Code of Ordinances of the City of San Luis, Arizona, is hereby amended to repeal subsection 152.259(B) in its entirety. Subsection 152.259 (C) shall be renumbered to be subsection 152.259 (B) and subsection 152.259 (D) shall be renumbered to be subsection 152.259 (C).

Section 2: Section 152.260 of the Code of Ordinances of the City of San Luis, Arizona, is hereby amended to read as follows:

§152.260 POLITICAL SIGNS ON PUBLIC STREETS

The Arizona Revised Statutes control the removal of political signs.

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 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

AGENDA ITEM REVIEW FORM

Regular City Council Meeting **6. I.**

Meeting Date: 05/25/2016

Department Head: Hank Green, Fire Chief, Fire Department

Submitted By: Hank Green, Fire Chief, Fire Department

Action Requested: Motion
Ordinance - 2nd Reading

ITEM:

Discussion and possible action on any and all matters regarding Second Reading of Ordinance No. 353. An ordinance of the Mayor and Council of the City of San Luis, Arizona, amending Title XV of the San Luis City Code, Chapter 150, adopting by reference NFPA 1 Fire Code 2012 (National Fire Protection Association 1 Fire Code 2012), including Annexes A, B, D, E, and G, and the amendments and providing a penalty for violations thereof. **(Hank Green, Fire Chief)**

A. Approval of Second Reading of Ordinance No. 353 by title only
B. Approval and adoption of Ordinance No. 353

SUMMARY:

The City of San Luis Fire Department is requesting City Council's action of a Second Reading and the adoption of Ordinance No. 353.

The City of San Luis Fire Department is currently using (enforcing) the NFPA 1 Uniform Fire Code 2003. The City of Yuma and the City of Somerton have adopted the NFPA 1 Fire Code 2012. When adopted, municipal fire departments, code enforcement, building construction and building inspections will be under the same Fire Code.

RECOMMENDATION / SUGGESTED MOTION:

A. I MOVE TO APPROVE SECOND READING OF ORDINANCE NO. 353 BY TITLE ONLY.
B. I MOVE TO APPROVE AND ADOPT ORDINANCE NO. 353.

Supporting information not attached to the Agenda Item Review Form:

Supporting information 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

GL ACCT # & NAME/REMAINING BALANCE BEFORE PURCHASE: N/A

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

By adopting the 2012 Fire Code and Amendments, the City anticipates savings in applying for grants.

Attachments

Ordinance No. 353

OFFICE OF THE
MAYOR
CITY OF SAN LUIS

Ordinance

NO. 353

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF SAN LUIS, ARIZONA, AMENDING TITLE XV OF THE SAN LUIS CITY CODE, CHAPTER 150, ADOPTING BY REFERENCE NFPA 1 FIRE CODE 2012 (NATIONAL FIRE PROTECTION ASSOCIATION 1 FIRE CODE 2012), INCLUDING ANNEXES A, B, D, E, AND G, AND THE AMENDMENTS AND PROVIDING A PENALTY FOR VIOLATIONS THEREOF

WHEREAS, on April 04, 2010, the City Council adopted the 2003 Edition of the NFPA 1 (National Fire Protection Association), Uniform Fire Code, with amendments;

WHEREAS, the City of San Luis is desirous of adopting the 2012 Edition of the NFPA 1, Fire Code, to keep current with the code cycle and amendments to reflect modern technology, materials and techniques; and

WHEREAS, the new fire code has been recommended for adoption by the Building Appeals Board, based on their actions taken at their meeting on April 29, 2016.

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

SECTION 1: That the City of San Luis City Code, Title XV, Chapter 150, Section 150.008, be amended to read as follows:

Section 150.008 ADOPTION OF NFPA 1, FIRE CODE, 2012.

That certain document known as "NFPA 1, Fire Code 2012" including Annexes "A", "B", "D", "E", and "G" published by the National Fire Protection Association three (3) copies of which are on file in the office of the City Clerk, together with this Ordinance No. 353 which lists certain amendments, which documents were made a public record by Resolution No. 116 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 the provisions thereof to become effective on the _____ day of _____, 2016.

SECTION 2: That the City of San Luis City Code, Title XV, Chapter 150, be amended to add Section 150.008(A), to read as follows:

This edition of NFPA 1, the Fire Code, adopted by the provision of this chapter is hereby amended, altered, and changed in the following respects:

NOTE: The section numbers that follow are the reference sections found in NFPA-1.

1.1.2 Title. Is hereby amended as follows:

These regulations shall be known as the 2012 Fire Code with City of San Luis Amendments, hereinafter referred to as "this code."

1.3.1 Application. Is hereby amended by the addition of the following sentence:

All construction and/or alterations of a structure, which require a building permit, shall comply with the current building code adopted by the City of San Luis.

1.3.2 Reference Standards. Is hereby amended as follows:

1.3.2.1.1

When reference is made to the Building Code, it shall mean the current building code adopted by the City of San Luis with amendments by the City of San Luis.

1.3.3.1 Conflicts. Is hereby amended by the addition of the following sentence:

The provisions of this code shall not be deemed to nullify any provisions of local, state or federal law.

1.3.3.2 Conflicts. Is hereby amended by the addition of the following sentence:

Where, in a specific case, different sections of this code specify different materials, methods of construction or other requirements, the most restrictive shall govern.

1.3.6.3 Buildings. Is hereby amended as follows:

Repairs, renovations, alterations, reconstruction, change of occupancy, and additions to buildings shall conform to the adopted building code of the jurisdiction having authority, except for repairs, renovation, alteration and reconstruction of fire sprinkler and fire alarms. Those activities shall be regulated by the current fire and building codes adopted by this ordinance.

1.7.11 Plans and Specifications. Is hereby amended by the addition of the following sentence:

All plans, specifications, calculations, and design criteria shall be stamped by a registrant licensed to practice in the state of Arizona. Calculation sheets for fire sprinkler systems shall be made a permanent part of the submitted design drawings.

1.10.1 Fire Code Board of Appeals. Is hereby amended by striking the entire paragraph and replacing it with the following:

Whenever reference is made to the "Board of Appeals" in "NFPA 1 – The Fire Code 2012", it shall mean the City of San Luis "Fire Appeals Board" and will follow rules,

guidelines and terms of service as identified within the criteria for establishing the "Fire Appeals Board".

1.10.1.1.4 Membership. Is hereby amended by striking the entire sentence.

1.10.1.1.5 Membership. Is hereby amended by striking the entire paragraph.

1.10.1.1.5.3 Membership. Is hereby amended by striking the entire sentence.

1.10.3 Authority of the Board of Appeals. Is hereby amended by striking sections 1.10.3.3 and 1.10.6.2.

Chapter 2 Reference Publications

2.2 NFPA Publications

The reference to the 2012 Edition of the *NFPA 5000, Building Construction and Safety Code* shall be changed to name the current building code adopted by the City of San Luis.

Chapter 3 Definitions. Is hereby amended by addition of the following:

3.3.01 Chief

Whenever the word Chief, Fire Chief or Chief of the Fire Department is used in NFPA 1, Fire Code, 2012 Edition shall be construed to mean the Fire Chief or the authorized representative of the City of San Luis Fire Department.

3.3.02 City

Whenever the word City, Municipality, Jurisdiction or Authority having Jurisdiction (AHJ) is used in NFPA 1, Fire Code, 2012 Edition shall be construed to mean the City of San Luis, Arizona.

3.3.03 Corporate Counsel

Whenever the word "Corporate Counsel" or "City Attorney" used in NFPA 1, Fire Code, 2012 Edition shall be construed to mean the Attorney of the City of San Luis, Arizona.

3.3.165.1 Combustible Liquid. Is hereby amended by addition of the following paragraph:

Note: Storage and use of combustible liquids with a flash point under 141 degrees F in outdoor areas and areas without climatic controls will be treated as Class I-C flammable liquids throughout the code.

Chapter 4 General Requirements

4.5.7 Changes of Occupancy. In order to determine when a change of occupancy will initiate a fire sprinkler retrofit, the following will be added to sub-section (1):

(1) For the purpose of determining if a change of occupancy will be a more hazardous operation requiring the retrofit of a fire sprinkler system, the "Means of Egress Hazard Categories Table" (for life safety) in the edition of the International Existing Building Code currently adopted by the City of San Luis will be referenced. See section 10.3.4.

Chapter 10 General Fire Safety

10.1.3 Building Code. Is hereby amended by the addition of the following sentence:

The design and construction of new structures shall comply with the current building code adopted by the City of San Luis, and any alterations, additions, changes in use or changes in structures required by this code, which are within the scope of the current building code adopted by the City of San Luis, shall be made in accordance therewith.

10.3.4.01 Change of Use or Occupancy Classification. Is hereby amended by the addition of the following paragraph:

No change shall be made in the use or occupancy of any structure that would place the structure in a different division of the same group or occupancy or in a different group of occupancies, unless such structure is made to comply with the requirements of this code and the current building code adopted by the City of San Luis. Subject to the approval of the fire code official, the use or occupancy of an existing structure shall be allowed to be changed and the structure is allowed to be occupied for the purposes in other groups without conforming to all the requirements of this code and the current building code adopted by the City of San Luis for those groups, provided the new or proposed use is less hazardous, based on life and fire risk, than the existing use.

10.12.1.1 Premises Identification. Is hereby amended by addition of the following sentence:

NFPA 704, figure 9.1(c) shall be used to determine the size of address lettering and numbering.

Chapter 11 Building Services

11.3.6.1 Requirements for Standardized Fire Service Keys. Is hereby amended by addition of the following exception:

Exception: The owner shall be permitted to place the building's non-standardized fire service elevator keys in a key box installed in accordance with section 11.3.6.5.1.1-7.

11.12.1 Photovoltaic Systems. Is hereby amended by addition of the following reference:

New photovoltaic systems shall be installed in accordance with section 11.10, section 11.12, NFPA 70, and the current building code adopted by the City of San Luis.

Chapter 12 Features of Fire Protection

12.5.1 Interior Finish. Is hereby amended by addition of the following reference:

Interior finish in buildings and structures shall meet the requirements of *NFPA 101*, this code, and the current building code adopted by the City of San Luis.

Chapter 13 Fire Protection Systems

13.1.4.1 Fire Department Connection. Is hereby amended by the addition of the following sentence:

The Fire Department Connection shall be remotely located from the building in a location approved by the AHJ.

13.3 Automatic Sprinklers

13.3.2.1 to 13.3.2.29 Where Required. Is hereby amended by the addition of the following to read as follows:

A. An automatic sprinkler system shall be installed throughout all levels of all buildings here after constructed, except for Group U and R-3 occupancies.
    a. Exception 1: Buildings housing a group A-1, A-2, A-3, A-4, A-5, B, E, F-2, M, or S-2 occupancy having square footage less than five hundred (500) square feet.
        i. Note: For the purposes of this article, fire resistive fire walls will not be considered a barrier creating a separate building.
    b. Exception 2: Temporary use of modular or factory built structures shall not be required to provide an automatic fire sprinkler system, provided that the use of the structure and the "Certificate of Occupancy" is limited to one year from the time of set up to removal.
    c. Exception 3: Free standing open canopy structure. When automatic fire sprinklers are not required by the current building code adopted by the City of San Luis, and when the structure meets each of the following criteria, fire sprinklers will not be required:
        i. The structure shall not exceed 10,000 square feet.
        ii. The entire covered area is open on all sides void of interior walls or partitions.
        iii. Setbacks from property lines or other structures are in accordance with the current building code adopted by the City of San Luis.
        iv. The building use is not classified as hazardous, or mercantile occupancy.

v. Portable fire extinguishers are installed in accordance with NFPA 10.
vi. Open flames and devices emitting flames or creating a glow capable of igniting combustible materials shall not be used in or adjacent to the structure.
vii. Flammable or combustible liquids and LP-Gas shall not be stored in or adjacent to the structure, except for automobile fueling islands.
viii. An approved water supply capable of supplying the required fire flow shall be provided.

Note: Any changes to the free standing open canopy structure or its use may result in the loss of this exception and may require a retrofit of an automatic fire sprinkler system.

B. Retrofit of fire sprinklers to existing structures. An existing building that undergoes a "change of occupancy" as outlined in section 4.5.7, whereby the new occupancy is deemed a greater hazard than the previous occupancy, the building will be treated as a new building and may require the installation of fire sprinklers. The "Means of Egress Hazard Categories Table" (for life safety) in the edition of the International Existing Building Code currently adopted by the City of San Luis shall be referenced to determine occupancy hazard level.
C. Any building except Group U and R-3 occupancies, which undergoes a total summation renovation in excess of 50% of value as assessed by the building code, shall meet the requirements of this section.
D. Any building that increases in size by a total summation of 50% as a result of one or more expansions will require a retrofit of an automatic fire sprinkler system.

13.3.2.20.1 One and Two-Family Dwellings. Is hereby amended by deletion.

Chapter 16 Safeguarding During Construction, Alteration, and Demolition Operations.

16.1.1 General Requirements. Is hereby amended by addition of the following reference:

Structures undergoing construction, alteration, or demolition operations, including those in underground locations, shall comply with NFPA 241, *Standard for Safeguarding Construction, Alteration, and Demolition Operations*, this chapter, and the current building code adopted by the City of San Luis.

Chapter 18 Fire Department Access and Water Supply.

18.2.3.1.1 Required Access. Is hereby amended by the addition of the following sentence:

When required, the apparatus access road shall be located no closer than fifty (50) feet from any structure unless authorized by the Chief.

18.5.1 Fire Hydrants. Is hereby amended by the addition of the following paragraph:

The average spacing in residential areas shall be five hundred (500) feet or as otherwise approved by the Fire Chief and/or the Chief's designee. For educational, industrial, commercial, institutional, mercantile, multi-family dwellings and storage areas, the average fire hydrant spacing shall be three hundred feet (300') or as otherwise approved by the Fire Chief and/or the Chief's designee.

Chapter 66 Flammable and Combustible Liquids

66.21.3 General Requirements. Is hereby amended by the addition of the following sentence:

Any permanent tank installation over 500 gallons will require that the foundation and anchorage be engineered by a design professional registered in the State of Arizona.

Chapter 69 Liquefied Petroleum Gases and Liquefied Natural Gasses

69.1 General Provisions. Is hereby amended by the addition of the following sentence:

Any permanent tank installation over 500 gallons will require that the foundation and anchorage be engineered by a design professional registered in the State of Arizona.

69.4.2 Operational Safety. Is hereby amended by the addition of the following paragraph:

Dispensing, filling, and evacuating of LP gases shall be performed by a qualified person. In service training for qualified persons shall be conducted annually and current records of such training shall be maintained on site.

SECTION 3: That the City of San Luis City Code, Title XV, Chapter 150, be amended to add Section 150.008(B), to read as follows:

Section 150.008(B). Areas Where Certain Materials are Prohibited:

(A) *Establishment of limits of districts in which storage of explosives and blasting agents is to be prohibited.* For volumes exceeding the maximum allowable quantities (as outlined in the Fire Code) the location in which storage of explosives and blasting agents is prohibited, are hereby established as follows:

(1) In all areas within the corporate limits of the city, other than those defined and designated as "light industrial" or "heavy industrial" districts by the zoning ordinance of the city, such storage is prohibited.

(2) Upon presentation of plans conforming to design criteria as established in the Fire Code and its referenced standards, the Authority Having Jurisdiction, as defined by the Fire Code, may approve the location of such storage, in areas where such storage is not prohibited by subdivision (1) above.

(B) *Establishment of limits of districts in which storage of flammable or combustible liquids in outside aboveground tanks is prohibited.* The limits, referred to in the Fire Code and its referenced standards, establishing districts in which the aboveground storage of flammable or combustible liquids is restricted are hereby established as follows:

(1) In all areas within the corporate limits of the city other than those defined and designated as "light industrial" or "heavy industrial" districts by the zoning ordinance of this city, the storage of flammable or combustible liquids in aboveground tanks is prohibited.

(2) Exception 1: Vaulted tanks up to 1,000 gallons which provide two-hour fire protection may be used in prohibited areas.

(3) Exception 2: Aboveground tanks up to 500 gallons in capacity may be used in commercial districts when tanks meet all setbacks, containment, and are screened from view. Screening shall meet standards set forth in the zoning ordinance.

SECTION 4: That the City of San Luis City Code, Title XV, Chapter 150, be amended to add Section 150.008(C), to read as follows:

Section 150.008(C). Establishment and Duties of the Prevention Division of City of San Luis Fire Department:

(A) The City of San Luis Fire Code shall be enforced by the Fire Prevention Division in the fire department of the City of San Luis, which is hereby established and which shall be operated under the supervision of the Chief of the San Luis Fire Department.

SECTION 5: That the City of San Luis City Code, Title XV, Chapter 150, be amended to add Section 150.008(D), to read as follows:

Section 150.008(D). Appeals:

Whenever the Chief of the City of San Luis Fire Department shall disapprove an application or refuses to grant a license or permit applied for, or when it is claimed that the provisions of the code do not apply or that the true intent and meaning of the code have been misconstrued or wrongly interpreted, the applicant may appeal the decision of the Chief of the Fire Department to the Fire Appeals Board, as established and referred to in the current adopted fire code for the City of San Luis, within 30 days from the date of the decision.

SECTION 6: Any person found guilty of violating any provision of this code shall be guilty of a class one misdemeanor. Each day that a violation continues shall be a separate offense punishable as herein above described.

SECTION 7: San Luis City Code Section 150.008 and all ordinances and parts of ordinances in conflict with the provisions of this ordinance or any part of the code adopted herein by reference are hereby repealed, effective as of the _____ day of _____, 2016.

SECTION 8: The repeal of the San Luis City Code Section 150.008, effective as of the _____ day of _____, 2016, does not affect the rights and duties that matured or penalties that were incurred and proceedings that were begun before the effective date of the repeal.

SECTION 9: If any section, subsection, sentence, clause, phrase or portion of this ordinance or any part of the code adopted herein by reference is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

Passed and Adopted by the Mayor and Council of the City of San Luis, Arizona this _____ day of _____, 2016.

APPROVED:

_____
Gerardo Sanchez
Mayor

ATTESTED:

_____
Sonia Cornelio, City Clerk

APPROVED AS TO FORM:

_____
Kay Marion Macuil, City Attorney

AGENDA ITEM REVIEW FORM

Regular City Council Meeting **6. J.**

Meeting Date: 05/25/2016

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 the Second Reading of Ordinance No. 354. An ordinance of the Mayor and City Council of the City of San Luis, Arizona, amending the Tax Code of the City of San Luis by adding Subsection 7A-460(d) relating to the sales tax rate for Retail Sales of Tangible Personal Property; adding Subsection 7A-610(e) relating to the use Tax Rate for Purchases of Tangible Personal Property; establishing an effective date; repealing Ordinance No. 348; repealing any conflicting provisions; and providing for severability. **(Kay M. Macuil, City Attorney)**

A. Approval of Second Reading of Ordinance 354 by title only
B. Approval and adoption of Ordinance 354

SUMMARY:

City Council passed Ordinance No. 348, amending the San Luis Tax Code and providing for a tiered sales tax rate of 1.5% on single items costing $2,500.00 or more while the sales tax on remaining items of lesser value have no change at 4%. This item has returned to City Council due to technical changes required by the Arizona Department of Revenue (ADOR). These changes do not change the substance of the ordinance creating a tiered tax. However, a new Ordinance No. 354 is required to replace Ordinance No.348 so that there is no confusion.

Under State Law, City Tax Codes must go through review by ADOR for uniformity through-out the State. This is done so that those who are subject to taxes in multiple cities can more easily understand their tax responsibilities with every City having the same organization of their tax codes.

Tax Codes differ from any type of City Code due to State law requiring a review by ADOR and requiring 60 days (rather than 30 days) after passage before the law becomes effective. When Ordinance No. 348 was submitted to ADOR, the review required that the section numbers be changed and that a section be added to comply with Federal Interstate Commerce requirements to include use tax on tangible personal property and have the same tiered tax rate.

The City of San Luis' membership in the Arizona League of Cities and Towns entitles the City of San Luis to their expert assistance with Tax Code issues. Tax Policy Analyst, Lee Grafstrom, made sure the use tax language will pass the ADOR review.

The City of San Luis has contracted with Tax Specialist Albert Holler to keep the City of San Luis Tax Code up to date with the ADOR changes that are required from time to time due to State Legislative action. Mr. Holler made sure the code sections used would pass the ADOR review.

This item has been properly noticed in the newspaper as required under Arizona law. After the Second Reading and passage of the current ordinance, this ordinance will be effective on August 1, 2016.

RECOMMENDATION / SUGGESTED MOTION:

A. I MOVE TO APPROVE THE SECOND READING OF ORDINANCE NO. 354 BY TITLE ONLY.
B. I MOVE TO APPROVE AND ADOPT ORDINANCE NO. 354.

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
GL ACCT # & NAME/REMAINING BALANCE BEFORE PURCHASE:	N/A

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

A reduction in tax for higher-priced items may attract businesses with higher-priced items to sell to locate in San Luis and so generate more sales tax revenue.

Attachments

Ordinance No. 354

OFFICE OF THE
MAYOR
CITY OF SAN LUIS

Ordinance

NO. 354

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF SAN LUIS, ARIZONA AMENDING THE TAX CODE OF THE CITY OF SAN LUIS BY ADDING SUBSECTION 7A-460(d) RELATING TO THE SALES TAX RATE FOR RETAIL SALES OF TANGIBLE PERSONAL PROPERTY; ADDING SUBSECTION 7A-610(e) RELATING TO THE USE TAX RATE FOR PURCHASES OF TANGIBLE PERSONAL PROPERTY; ESTABLISHING AN EFFECTIVE DATE; REPEALING ORDINANCE NO. 348; REPEALING ANY CONFLICTING PROVISIONS; AND PROVIDING FOR SEVERABILITY.

WHEREAS, the City Council of the City of San Luis, Arizona in order to relieve tax burdens placed upon the residents of the City of San Luis and to encourage economic growth desires to reduce the sales tax rate on certain retail sales of tangible personal property; and

WHEREAS, the Model City Tax Code makes provision for a difference in applicable rates for certain retail sales and purchases of tangible personal property as an available option to municipalities;

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

Section 1: The Tax Code of the City of San Luis is hereby amended by adding subsection 7A-460(d) to read as follows:

> (d) Notwithstanding the provisions of subsection (a) above, when the gross income from the sale of a single item of tangible personal property exceeds two thousand five hundred dollars ($2,500.00), the four percent (4%) tax rate shall apply to the first $2,500.00. Above $2,500.00, the measure of tax shall be at a rate of one and a half percent (1.5 %).

Section 2: The Tax Code of the City of San Luis is hereby amended by adding subsection 7A-610(e) to read as follows:

> (e) Notwithstanding the provisions of subsection (a) above, when the amount subject to the tax for any single item of tangible personal property exceeds two thousand five hundred dollars ($2,500.00), the four

percent (4%) tax rate shall apply to the first $2,500.00. Above $2,500.00, the measure of tax shall be at a rate of one and a half percent (1.5 %).

Section 3: The effective date of this adoption of subsection 7A-460(d) shall be August 1, 2016.

Section 4: Ordinance No. 348 is hereby specifically repealed, superseded, and replaced by this Ordinance.

Section 5: 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 6: If any section, subsection, sentence, clause, phrase or portion of this ordinance or any part of these amendments to the tax code adopted herein is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

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, City Attorney

AGENDA ITEM REVIEW FORM

Regular City Council Meeting **6. K.**

Meeting Date: 05/25/2016

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

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

Action Requested: Motion
Ordinance - 1st Reading
Ordinance - 2nd Reading

ITEM:

Discussion and possible action on any and all matters regarding Ordinance No. 355. An ordinance of the Mayor and City Council of the City of San Luis, Arizona authorizing Exchange of Real Property for Wastewater Diversion Lift Station Project; and declaring an emergency. **(Eulogio Vera, Public Works Director)**

A. Approval of Reading of Ordinance No. 355 by title only
B. Approval and adoption of Ordinance No. 355 and declare an emergency

SUMMARY:

In April 2014, the City of San Luis purchased a 100' x 100' parcel from Mr. Jimmie D. Smith, President of Somerton Farming Company, to be used for the placement of a new sewer lift station. Design of said lift station didn't get started until July 2014. During design, a new location for the lift station was recommended. City staff agreed with designer's recommendation for the new location since it would generate over $50,000.00 in savings due to a closer proximity to the existing infrastructure. This land exchange ordinance would take care of the land exchange and cover any additional expenses associated with the transaction. It is requested that this be adopted as an emergency measure to allow construction of this vital sewer lift station as soon as possible.

Under San Luis City Code Section 30.79, three fourths (3/4) vote of all seven (7) members of City Council are required to pass as an emergency, which is six (6) votes of the City Council.

RECOMMENDATION / SUGGESTED MOTION:

1. I MOVE TO APPROVE READING OF ORDINANCE NO. 355 BY TITLE ONLY.
2. I MOVE TO APPROVE AND ADOPT ORDINANCE NO. 355 AND DECLARE AN EMERGENCY.

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:	Yes
CITY/STATE/FEDERAL FUNDS:	City

TOTAL:	$10,000.00
BUDGETED:	$2,812,000.00
AVAILABLE TO TRANSFER:	$10,000.00
GL ACCT # & NAME/REMAINING BALANCE BEFORE PURCHASE:	$2,773,573.00

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

Funds for the land exchange will be paid out of the Utility Bond Funds for Waste Water Act # 310-311-90015.350 with a remaining balance of $2,773,573.00

Attachments

Ordinance No. 355

Memo

OFFICE OF THE
MAYOR
CITY OF SAN LUIS

Ordinance

NO. 355

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF THE CITY OF SAN LUIS, ARIZONA AUTHORIZING EXCHANGE OF REAL PROPERTY FOR WASTEWATER DIVERSION LIFT STATION PROJECT; AND DECLARING AN EMERGENCY

WHEREAS, the City of San Luis acquired 10,000 square feet of land from Somerton Farming Company in 2014 for the purpose of locating a diversion sewer lift station so that wastewater can be diverted from the West Main Wastewater Treatment Plant to the East Main Wastewater Treatment Plant;

WHEREAS, when the San Luis Wastewater Diversion Lift Station Project was in design, the design engineers, Dahl Robbins, recommended that the existing parcel be exchanged for a different parcel with a resulting savings of an estimated $66,250.00 in project construction costs;

WHEREAS, Somerton Farming Company is the owner of the parcel that is desired for construction of said project;

WHEREAS, Somerton Farming Company is willing to exchange parcels on the terms and conditions set forth below;

WHEREAS, the two parcels, as shown on exhibit A, are equal in size and are substantially equal in value, however in severing the parcel that is to be acquired severance damages to the remaining land will occur, lessening the value and utility of the remaining land;

WHEREAS, A.R.S. §9-407 authorizes an incorporated city to exchange a parcel of land owned by the city for another parcel of land by ordinance; and

WHEREAS, by the adoption of this ordinance as an emergency measure it will allow the Wastewater Diversion Lift Station Project to proceed without further delay, thereby resulting in cost savings in construction costs and creating treatment capacity in the West Main Wastewater Treatment Plant with a resulting beneficial impact to public health and safety.

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

Section 1: That the City Manager is hereby authorized to exchange the parcel of land described on exhibit B hereto for the parcel of land described on exhibit C hereto by special warranty deed.

Section 2: That the City Manager is authorized to pay $10,000.00 to Somerton Farming Company as full payment for acquisition of the parcel described on exhibit C, in addition to the exchange for the parcel described on exhibit B, including all costs for title insurance and any and all other costs or claims including claims for severance damages. City staff is authorized and directed to execute any and all documents and take such actions as may be needed or necessary to effectuate the exchange of property authorized herein.

Section 3: The City will perform such work or take such actions as may be needed or necessary to approve a lot tie so that the parcel described on exhibit B may be rejoined to the land from which it came at no cost to Somerton Farming Company.

Section 4: Whereas, it is necessary for the preservation of the peace, health, safety and welfare of the City of San Luis, Arizona, and for further reason that the that the best interests of the City require the provisions of this ordinance to go into immediate effect so that construction project delays may be avoided with a resulting savings to the public treasury and a beneficial impact to public health and safety by creating capacity in the West Main Wastewater Treatment Plant when the project is completed, an emergency is hereby declared to exist, and this ordinance shall become immediately operative and in force and effect from and after the date of posting hereof.

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

_____
Gerardo Sanchez, Mayor

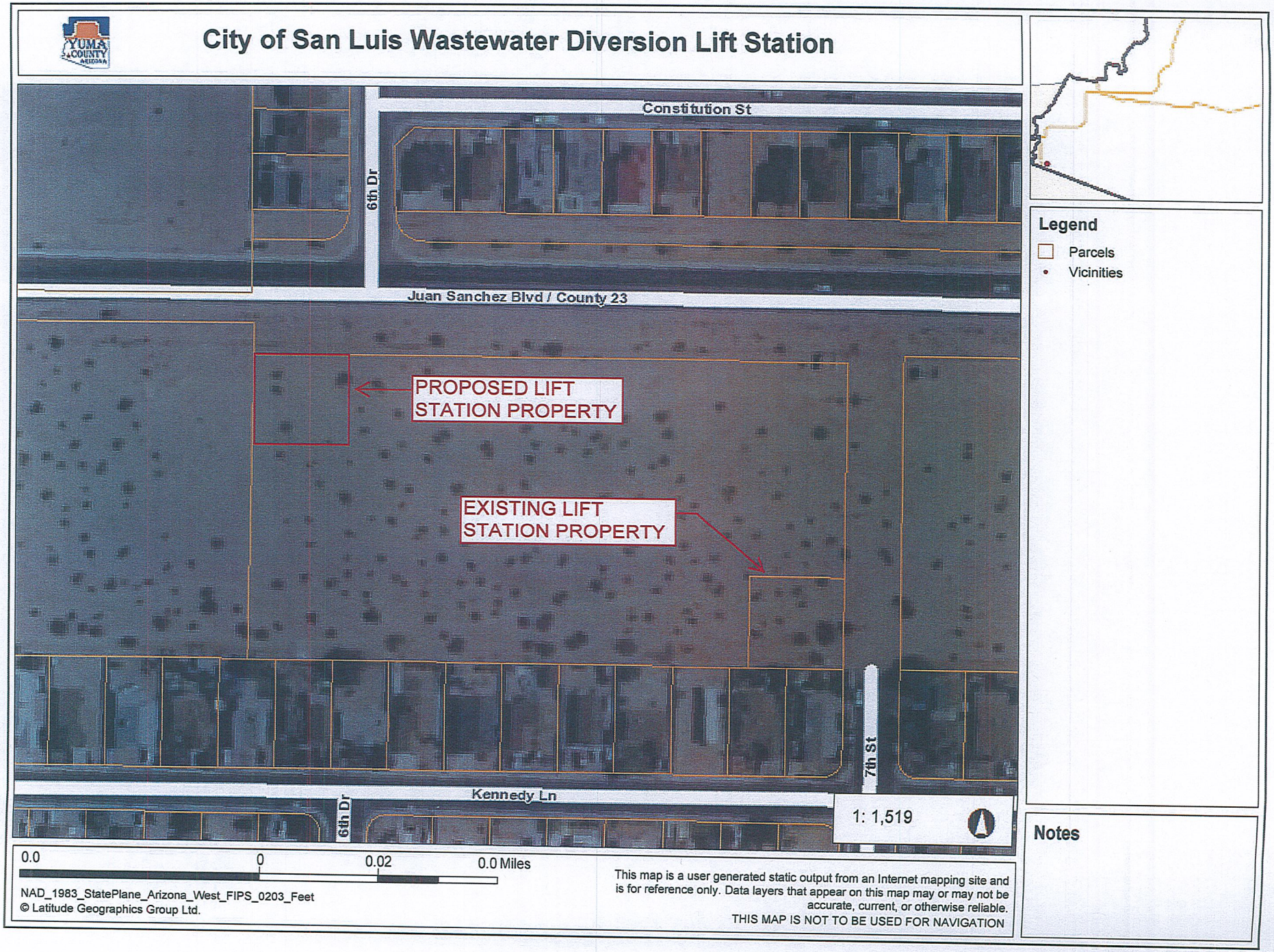
ATTEST:

_____
Sonia Cornelio, City Clerk

APPROVED AS TO FORM:

_____
Kay Marion Macuil, City Attorney

EXHIBIT A


City of San Luis Wastewater Diversion Lift Station
YUMA COUNTY ARIZONA
Constitution St
6th Dr
Juan Sanchez Blvd / County 23
PROPOSED LIFT STATION PROPERTY
EXISTING LIFT STATION PROPERTY
7th St
Kennedy Ln
6th Dr
1: 1,519
0.0
0
0.02
0.0 Miles
NAD_1983_StatePlane_Arizona_West_FIPS_0203_Feet
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Legend
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Notes

EXHIBIT B

EXHIBIT B

10,000 sq. ft. (100' x 100') of land presently owned by Grantor being part of Yuma County Assessor Parcel **#776-33-240** and more particularly described as the South 100 feet of the West 100 feet of the East 130 feet of Tract 9 of State Plat No. 17 – Comite de Bienestar, a subdivision of portions of Section 7, Township 10 South, Range 24 West, Gila and Salt River Base and Meridian, as recorded in Book 11 of Plats, Page 86, Records of Yuma County, Arizona.

EXHIBIT C

CITY OF SAN LUIS - JUAN SANCHEZ BLVD. LIFT STATION
LIFT STATION PARCEL
LEGAL DESCRIPTION

That portion of Tract 9, STATE PLAT No. 17 COMITE DE BIENESTAR, according to the Plat of Record in the Office of the County Recorder of Yuma County, Arizona in Book 11 of Plats, Pages 86 through 88, being located in the Northwest quarter of Section 7, Township 11 South, Range 24 West, Gila and Salt River Base and Meridian, Yuma County, Arizona more particularly described as follows:

Beginning at the Northwest corner of the Northwest quarter of said Section 7;

Thence South 89°41'09" East along the North line of the Northwest quarter of said Section 7 a distance of 661.44 feet to the northeast corner of the Northwest quarter of the Northwest quarter of the Northwest quarter of said Section 7;

Thence South 00°34'20" West along the East line of the Northwest quarter of the Northwest quarter of the Northwest quarter of said Section 7 a distance of 33.00 feet to the Northwest corner of said Tract 9;

Thence continuing South 00°34'20" West along the West line of said Tract 9 a distance of 32.00 feet to the TRUE POINT OF BEGINNING;

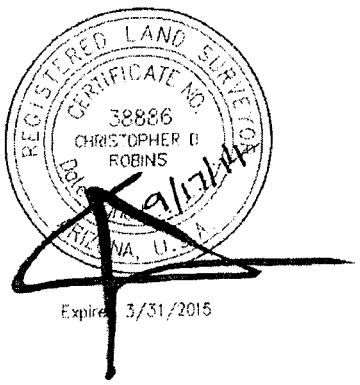
Thence South 89°41'09" East parallel with and 65.00 feet southerly of the North line of the Northwest quarter of said Section 7 a distance of 99.85 feet;

Thence South 00°18'51" West perpendicular to the North line of the Northwest quarter of said Section 7 a distance of 100.00 feet;

Thence North 89°41'09" West parallel with and 165.00 feet southerly of the North line of the Northwest quarter of said Section 7 a distance of 100.30 feet to the West line of said Tract 9;

Thence North 00°34'20" East along the West line of said Tract 9 a distance of 100.00 feet to the TRUE POINT OF BEGINNING;

Said parcel contains 10,008 square feet, more or less.



MEMROANDUM

DATE: May 11, 2016

TO: Ketie St. Louis, Finance Director

From: Eulogio Vera, Public Works Director

Re: City of San Luis Wastewater Diversion Lift Station Project – Exchange of Parcels – Somerton Farming Company

==========

The City of San Luis borrowed money pursuant to a Utility Bond Issue to construct a number of utility related projects including the Wastewater Diversion Lift Station Project the purpose of which was to divert wastewater from the West Main Wastewater Treatment Plant, which is at capacity, to the East Main Wastewater Treatment Plant, allowing for growth and development in the City west of 10th Ave. As part of this project, the City needed to acquire land to locate a lift station and force main to collect wastewater on the west mesa and divert to the East Main Wastewater Treatment Plant. A parcel belonging to Somerton Farming Company on Juan Sanchez Blvd. and the 7th Street alignment was identified and 10,000 square feet of that parcel was acquired in May of 2014. The services of Dahl Robbins Engineering were engaged to design the project. While in design Dahl Robbins determined that using a different piece of land as shown on the attached exhibit would be better suited for the project and would result in the City saving an estimated amount of $56,250.00 in construction costs as opposed to using the parcel that the city had acquired. This construction cost savings estimate is an engineer's cost estimate made by Dahl Robbins.

The owner of the main parcel, Jim D. Smith who owns the proprietorship Somerton Farming Company is willing to take back the parcel acquired in 2014 and deed the city the new parcel, as long as: 1) the City pays an additional $10,000; 2) the City approves a lot joinder for the old piece to rejoin the original larger parcel at no cost to him; and 3) it is recognized that only one piece has been split from the main parcel for subdivision law purposes. (The law is when land has been divided more than three times it must fully comply with all subdivision regulations. Without this understanding, in theory, three parcels would have been created making any further divisions impossible without full legal compliance.)

There are multiple reasons to justify this expenditure. First is the cost savings as stated. This is the primary reason. Second is the cost to redesign if the new parcel is not acquired. This additional cost is estimated to be in the amount of $20,000.00. (Cost estimate supplied by Dahl Robbins.) As a result, if the city exchanges parcels as proposed, it would save $56,250.00, even with the $10,000.00 payment. ($66,250.00 in savings minus $10,000 of additional cost.) But if the city does not proceed with the transaction, it will most likely cost the city $86,250.00 ($66,250.00 in extra construction costs plus $20,000 in redesign costs).

Third is that nothing in the law compels Mr. Smith to sell the new parcel, nor take back the previously acquired one. As a result the only way to compel sale is through eminent domain legal proceedings. This involves time and cost for 1) appraisal and expert witnesses and 2) legal fees and costs, all of which will most likely exceed $10,000.00

Further, this project has been delayed as it is by design taking two years. Construction costs are on the rise, and further delay could result in increased construction costs which also are likely to exceed $10.000.

Final justification is a bit more subtle. The parcel of land which was originally acquired was to the back of the property and preserved a portion which fronted on Juan Sanchez Blvd. and also maintained access on 7th Street. But taking the front corner on the 6th Drive alignment, the back portion no longer has direct access at that point to Juan Sanchez Blvd. and there is no 6th Drive to access either. Further the back piece will have to look over the Lift Station which will diminish value. In other words the City by taking the front piece will create a severance damage potential that did not exist when it was taking a back piece. Just how much this is at this point in time is unknown, but it is clear that such a claim would have validity. By this exchange and payment, the potential of such a dispute is avoided.

The original expenditure of $40,000 was approved by City Council in 2014 for acquisition of a site for the Wastewater Diversion Lift Station Project. This is an expenditure of an additional $10,000.00. As this is for acquisition of land which is unique, the securing of other quotes from other possible vendors is not required pursuant to §36.02 of the City Code, and this memorandum will serve as an explanation as to why price quotations were not obtained.

Prior to this transaction going forward, compliance will be needed with ARS §9-407 which allows for property exchange by ordinance. As a result, an ordinance approving this exchange will need to be adopted by Council. A notice of intent to exchange will need to be published in accordance with §39-204.

cc: Tadeo De La Hoya, Acting City Manager

Kay Macuil, City Attorney

Ralph Velez, Consultant