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, January 25, 2017. 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 GIVEN BY:

/s/ Sonia Cornelio, City Clerk

AVISO DE JUNTA REGULAR

De acuerdo con los Estatutos del Estado de Arizona A.R.S. §38-431.01, se le informa a los miembros del Cabildo y al público en general que el Alcalde y el Cabildo, tendrán una Junta Regular a las 7:00 p.m., el día Miercoles 25 de Enero del 2017. La junta se llevará a cabo en la Sala del Cabildo, ubicada en el 1090 E. Union Street, San Luis, Arizona, 85349. El público está cordialmente invitado a la junta.

De acuerdo con el Acta de Americanos con Discapacidades y la Sección 504 del Acta de Rehabilitación del 1973, la Ciudad de San Luis, Arizona no discrimina por causa de discapacidad la admisión y acceso a sus programas, actividades, servicios o en el trato en cuanto a empleo. Para más información referente a derechos y provisiones del Acta de Americanos con Discapacidades o Sección 504, o para solicitar adaptaciones qua sean razonables para la participación en programas, actividades o servicios de la Ciudad, contactar al: Coordinador del Acta de Americanos con Discapacidades/Sección 504, Departamento de Recursos Humanos de la Ciudad de San Luis, Arizona, ubicado en el 1090 E. Union Street, San Luis, Arizona, 85349; (928) 341-8520.

Por medio de este aviso y de acuerdo con los Estatutos del Estado de Arizona A.R.S §1-602.A.9, sujeto a ciertas excepciones reglamentarias, los padres de familia tienen el derecho de dar el consentimiento ante el Estado o cualquiera de sus subdivisiones políticas para hacer una grabación de audio o video de su hijo menor de edad. Las juntas del Cabildo se graban en audio y/o video y como resultado, el hecho de que haya menores presentes puede ser sujeto a que sean grabados. Para que los padres de familia puedan ejercer sus derechos pueden dar el consentimiento por escrito con la Secretaria de la Ciudad a tal grabación, o tomar acción personal para asegurarse que su hijo menor no esté presente cuando la grabación se lleve a cabo. Si un menor de edad está presente en el momento de la grabación, la Ciudad asumirá que los padres de familia están cediendo los derechos sobre una posible grabación de acuerdo con los Estatutos del Estado de Arizona A.R.S. §1-602.A.9.

ESTE AVISO ES DADO POR:

/f/ Sonia Cornelio, Actuaria de la Ciudad

AMENDED AGENDA
JANUARY 24, 2017

AGENDA
Regular Meeting
San Luis City Council
San Luis Council Chambers
1090 E. Union Street
San Luis, AZ 85349
January 25, 2017
7:00 p.m.

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

1. CALL TO ORDER/ROLL CALL

2. PLEDGE OF ALLEGIANCE

3. INVOCATION

4. PRESENTATION

4. A. Introduction to the Mayor and City Council of recently hired City of San Luis employees from October through December 2016. **(Olivia Jenkins, Human Resources Director)**

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

5. A. MINUTES OF
-Regular Council meeting held October 12, 2016

5. B. DISBURSEMENTS FROM JANUARY 1, 2017 TO JANUARY 13, 2017
Total Disbursements $861,285.62
(Eight Hundred Sixty-One Thousand, Two Hundred Eighty-Five Dollars and Sixty-Two Cents)

5. C. Discussion and possible action on any and all matters regarding the Price Center parking lot projects and request to ratify and to waive formal purchase procedures as authorized by San Luis City Code-Purchasing, Section 36.01 (H). **(Jenny Torres, Community Development Director)**

5. D. Discussion and possible action on any and all matters regarding approval of Shuck Drilling Company, Invoice #8017 for Well #9 at Well Site #6 rehabilitation and ratification of the same. **(Manuel Rojas, Assistant Public Works Director)**

5. E. Discussion and possible action on any and all matters regarding approval of final proposal from Synovia Solutions for the purchase of a Global Positioning System (GPS) software and hardware for Public Works Fleet. **(Manuel Rojas, Assistant Public Works Director)**

5. F. Discussion and possible action on any and all matters regarding funds for potential invoicing from the United States Department of Interior, Bureau of Land Management for the use of land for the solar panels at the City Hall Complex and funds for legal costs regarding related contract negotiations. **(Kay Marion Macuil, City Attorney)**

6. DISCUSSION AND POSSIBLE ACTION ITEMS:

6. A. Discussion and possible action on any and all matters regarding the appointment of two City of San Luis citizens to serve on the City of San Luis Planning and Zoning Commission. **(John Starkey, Planning and Zoning Director)**

6. B. Discussion and possible action on any and all matters regarding Subdivision Case No. 2016-0423 Modification of Conditions of Final Plat and wastewater line update. Applicant is Edais Engineering, Inc., on behalf of Riedel Holdings, LLC, property owner, for Las Quintas de San Luis II Subdivision located south of County 22nd Street between the East Main Canal and Las Quintas Subdivision. **(John Starkey, Planning and Zoning Director and Eulogio Vera, Public Works Director)**

6. C. Discussion and possible action on any all matters regarding Resolution No. 1176. A resolution of the Mayor and City Council of the City of San Luis, Arizona, approving the Fourth Amended and Restated Bylaws of the Greater Yuma Port Authority, Incorporated, an Arizona Nonprofit Corporation. **(Kay Marion Macuil, City Attorney)**

7. SUMMARY OF CURRENT EVENTS
Events by Mayor, Council Members and/or City Manager 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

PRESENTATION

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

Meeting Date: 01/25/2017

Presentation Topic/Summary:

Introduction to the Mayor and City Council of recently hired City of San Luis employees from October through December 2016. **(Olivia Jenkins, Human Resources Director)**

Attachments

New Hire Report

CITY OF SAN LUIS – NEW HIRE REPORT

2016 4th Quarter (10/01 – 12/31)

EMPLOYEE NAME	DEPARTMENT	POSITION
CAMPAS, JESUS	FIRE DEPARTMENT	FIREFIGHTER EMT
FLORES, MARCO	FIRE DEPARTMENT	FIREFIGHTER EMT
AGUIRRE JR, LOUIS	FIRE DEPARTMENT	FIREFIGHTER EMT
TERAN, OMAR	FIRE DEPARTMENT	FIREFIGHTER EMT
ELIZARRARAS, MARIO	FIRE DEPARTMENT	FIREFIGHTER EMT
CHAYRA, AXEL	INFORMATION TECH. DEPARTMENT	I.T. TECHNICIAN
FUENTES, DAVID	FIRE DEPARTMENT	FIREFIGHTER EMT
JACOBO, DANIEL	FIRE DEPARTMENT	FIREFIGHTER EMT
DINWIDDIE, MATTHEW	FIRE DEPARTMENT	FIREFIGHTER EMT
DOMINGUEZ, DANIEL JR.	FIRE DEPARTMENT	FIREFIGHTER EMT
FRAGOZO, RAFAEL	PUBLIC WORKS/HIGHWAY USERS - HURF	MAINTENANCE TECHNICIAN
MUNOZ, LAURA	BUILDING SAFETY	OFFICE SUPPORT SPECIALIST

AGENDA ITEM REVIEW FORM

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

Meeting Date: 01/25/2017

Summary

MINUTES OF

-Regular Council meeting held October 12, 2016

Attachments

Minutes

MINUTES
Regular Meeting
San Luis City Council
San Luis Council Chambers
1090 E. Union Street
San Luis, AZ 85349
October 12, 2016
7:00 P.M.

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

ROLL CALL

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

ABSENT: Vice-Mayor Matias Rosales

OTHERS PRESENT: Olivia Jenkins, Acting City Manager
Sonia Cornelio, City Clerk
Craig Higgins, Chief of Police
Derek Dueñas, I.T. Manager
Edgar Juarez, Youth Center
Eulogio Vera, Public Works Director
Hank Green, Fire Chief
Jonathan Dumadag, I.T. Technician
Jose Guzman, Assistant Planner
Joselyn Medina, PIO/ Assistant to Council
Kay Macuil, City Attorney
Ketie St. Louis, Finance Director
Manuel Rojas, Assistant Public Works Director
Miguel Alvarez, Police Lieutenant
Marco Santana, Police Sergeant
Rick Bauermann, Firefighter/EMPT
Victor Figueroa, Police Lieutenant
Victor Olivarez, Animal Control Officer
Yolanda Dueñas, Fleet/Facilities Manager
Diane Umphress, Amberly's Place
Eduardo Garcia, Factor Sales
Francisca Guzman, Translator

2. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Council Member Gloria Torres.

3. INVOCATION

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

4. PRESENTATION

4. A. Certificate of Appreciation to Tony Rico, Firehouse Subs Safety Foundation Regional Manager, for the support given to the City of San Luis Police Department. (Craig Higgins, Chief of Police)

Mr. Craig Higgins, Chief of Police, stated that Mr. Tony Rico, Regional Manager for the Firehouse Subs Safety Foundation, facilitated a life-saving equipment to the City of San Luis Police Department and thanked him for the support.

Mr. Tony Rico, Regional Manager for the Firehouse Subs Safety Foundation, thanked the San Luis Police Department and added that he likes helping law enforcement agencies.

Mr. Miguel Alvarez, Police Lieutenant, presented a Certificate of Appreciation to Mr. Rico.

Mayor Gerardo Sanchez thanked Mr. Rico for the support given to the City of San Luis.

5. CONSENT AGENDA

5. A. MINUTES OF
-Regular Council meeting held August 10, 2016

5. B. DISBURSEMENTS FROM SEPTEMBER 17, 2016 TO SEPTEMBER 30, 2016
Total Disbursements $785,338.81
(Seven Hundred Eighty-Five Thousand, Three Hundred Thirty-Eight Dollars and Eighty-One Cents)

5. C. Discussion and possible action on any and all matters regarding the contract with Century Link to provide fiber optic services at the Business Incubator over the next five (5) years. (Jenny Torres, Community Development Director)

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

6. DISCUSSION AND POSSIBLE ACTION ITEMS:

6. A. Discussion and possible action on any and all matters regarding authorization to award South Yuma County Landfill the City's landfill services for Fiscal Year 2016-2017 and ratification of the same. (Manuel Rojas, Assistant Public Works Director)

Mr. Manuel Rojas, Assistant Public Works Director, explained that the quote received for the landfill services is $27.50 per ton plus the ADEQ tax of $.25 per ton on all waste that was deposited into the landfill for Fiscal Year 2016-2017. Mr. Rojas explained that the average increase per ton is 3.5% nationally and in Arizona it varies from 30 to 30.25 in addition they will be preparing requests for proposals sometime in March-April 2018 for the upcoming fiscal year and try to expand it over the years.

MOTION: Council Member Africa Luna-Carrasco/Council Member Mario Buchanan Jr. to approve the contract with South Yuma County Landfill as presented, to waive formal procurement procedures under San Luis Purchasing Code, and to ratify payments made to South Yuma County Landfill from July 1 to the present. Motion passed unanimously.

6. B. Discussion and possible action on any and all matter 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 2017 Pavement Preservation Project. (Eulogio Vera, Public Works Director)

Mr. Eulogio Vera, Public Works Director, stated that the City of San Luis will piggy-back with the City of Yuma's contract. Staff recommends approval of the contract with American Pavement Preservation.

MOTION: Council Member Mario Buchanan Jr./Council Member Maria Cecilia Ramos to approve the contracts with American Pavement Preservation for a total amount of $220,000.00 for slurry seal services. Motion passed unanimously.

6. C. Discussion and possible action on any and all matters regarding authorization to award a construction contract to DPE Construction, Inc. for Merrill Avenue Improvements Project. (Jenny Torres, Community Development Director)

Mr. Eulogio Vera, Public Works Director, explained that this is a CDBG project and that DPE was the lowest bid and the project consists of paving a section on Merrill Avenue from Juan Sanchez Boulevard and Villa Street as well as eliminating a drainage issue in this area at the retention basin located on Rio Sonora Street and Merrill Avenue. This is a project of two phases, with this one being phase one; phase two is paving Merrill Avenue from Villa Street to Los Oros. Mr. Vera provided details on the process for obtaining a grant for phase two.

Mayor Gerardo Sanchez asked that residents of those areas be notified and granted access to and from their homes while the construction is going on and completed. Furthermore, he thanked staff for being pro-active and their hard work.

Council Member Maria Cecilia Ramos commented that she is happy that these projects are getting started as those streets are deteriorated.

MOTION: Council Member Mario Buchanan Jr./Council Member Maria Cecilia Ramos to award DPE Construction, Inc. the construction contract for Merrill Avenue Improvement Project in the amount of $291,198.00 as presented. Motion passed unanimously.

6. D. Public hearing followed by discussion and possible action on any and all matters regarding recommendation of a Special Event Liquor License application to the Arizona Department of Liquor Licenses and Control to authorize San Luis FRONTERA Rotary Club to sell alcohol at the Lunas De Octubre event to be held October 20, 2016. (Marcos Ramirez, Sergeant at Arms of the San Luis FRONTERA Rotary Club)

A. Open public hearing

MOTION: Council Member Mario Buchanan Jr./Council Member Ruben Walshe to open the public hearing. Motion passed unanimously.

1. Staff Presentation

Mr. Marcos Ramirez, San Luis Frontera Rotary Club, mentioned that they were approached by Parks & Recreation staff to inquire if they were interested in participating at this event. San Luis Frontera Rotary Club is interested in participating at this particular event and submitted all the necessary paperwork.

Mayor Gerardo Sanchez commended the San Luis Frontera Rotary Club for their professionalism and thanked them for their participation at various City of San Luis events.

2. Call to the Public on this item

There were no comments from the public on this item.

B. Close public hearing

MOTION: Council Member Mario Buchanan Jr./Council Member Ruben Walshe to close the public hearing. Motion passed unanimously.

C. Action on Special Event Liquor License Application to the Arizona Department of Liquor Licenses & Control

MOTION: Council Member Mario Buchanan Jr./Council Member Africa Luna-Carrasco to recommend to the Arizona Department of Liquor Licenses and Control approval of the San Luis Frontera Rotary Club application as presented. Motion passed with 5 aye votes and one nay vote by Council Member Maria Cecilia Ramos.

6. E. Public hearing followed by discussion and possible action on any and all matters regarding recommendation of a Special Event Liquor License application to the Arizona Department of Liquor Licenses and Control to authorize San Luis FRONTERA Rotary Club to sell alcohol at the Founder's Day event to be held November 5, 2016. (Marcos Ramirez, Sergeant at Arms of the San Luis FRONTERA Rotary Club)

A. Open public hearing

MOTION: Council Member Mario Buchanan Jr./Council Member Gloria Torres to open the public hearing. Motion passed unanimously.

1. Staff Presentation

Mr. Marcos Ramirez, San Luis Frontera Rotary Club, stated that he was also approached by Parks & Recreation staff on this event. The San Luis Frontera Club has agreed to participate at this event and added that all the necessary documentation was submitted for consideration and approval.

Mayor Gerardo Sanchez asked if they contract with different vendors or if it was always the same one. Mr. Ramirez responded that it is always with the same one as they have an agreement and have never had any issues.

2. Call to the Public on this item

There were no comments from the public.

B. Close public hearing

MOTION: Council Member Mario Buchanan Jr./Council Member Ruben Walshe to close the public hearing. Motion passed unanimously.

C. Action on Special Event Liquor License Application to the Arizona Department of Liquor Licenses & Control

MOTION: Council Member Mario Buchanan Jr./Council Member Africa Luna-Carrasco to recommend to the Arizona Department of Liquor Licenses and Control approval of the San Luis Frontera Rotary Club application as presented. Motion passed with 5 aye votes and one nay vote by Council Member Maria Cecilia Ramos.

6. F. Discussion and possible action on any and all matters regarding the purchase of one (1) new animal control and one (1) new patrol vehicle. (Victor Figueroa, Lieutenant)

Mr. Victor Figueroa, Police Lieutenant, explained that the San Luis Police Department is requesting authorization to purchase one (1) new animal control vehicle to replace one of the two vehicles currently in their fleet. The vehicle will be outfitted with the animal control equipment; the other vehicle will be added to their fleet which is greatly needed. Lt. Figueroa added that both vehicles will be equipped through Arizona Emergency Products.

Council Member Africa Luna-Carrasco asked how many Animal Control Officers are there. Lt. Figueroa responded that there are two (2) full time officers and added that the animal control vehicles are ran almost every day except for Sundays, however Patrol Officers take animal control calls on Sundays and utilize these vehicles.

MOTION: Council Member Mario Buchanan Jr./Council Member Africa Luna-Carrasco to approve the purchase of one (1) animal control vehicle and one (1) patrol vehicle for the amount of $54,295.00 for both and equip both vehicles for the amount of $47,148.00 as presented. Motion passed unanimously.

6. G. Discussion and possible action on any and all matters regarding Resolution No. 1160. A resolution of the Mayor and City Council of the City of San Luis, Arizona, declaring its intention to purchase electricity, and maintain poles, luminaries, and underground conduit, together with a charge for use of lighting facilities, for lighting public streets within an area described as Southwest Arizona Industrial Subdivision, Yuma County, Arizona. (Jose Guzman, Assistant Planner)

Mr. Jose Guzman, Assistant Planner, explained that the Subdivision Regulations requires new subdivisions to create improvement districts as this allows the City to recover the costs for electricity, street lighting and the retention basins maintenance. This resolution is to form the improvement district of the subdivision located at the Southwest corner of County 24th and Avenue E, previously as Sam's Group Subdivision but they changed the name to Southwest Arizona Industrial Subdivision.

Mayor Gerardo Sanchez asked if the improvement district will be paying for the lighting and maintenance. Mr. Guzman responded that with this resolution the improving district will be paying for the lighting and maintenance.

MOTION: Council Member Mario Buchanan Jr./Council Member Africa Luna-Carrasco to approve Resolution No. 1160. Motion passed unanimously.

6. H. Discussion and possible action on any and all matters regarding Resolution No. 1161. A resolution of the Mayor and City Council of the City of San Luis, Arizona, declaring its intention to provide the enhanced municipal services of operating and maintaining certain retention basins within the area described as Southwest Arizona Industrial Subdivision, Yuma County, Arizona. (Jose Guzman, Assistant Planner)

Mr. Jose Guzman, Assistant Planner, explained that this resolution is for the enhanced municipal services for the retention basins' costs and maintenance.

MOTION: Council Member Gloria Torres/Council Member Ruben Walshe to approve Resolution No. 1161. Motion passed unanimously.

6. I. Discussion and possible action on any and all matters regarding Resolution No. 1162. A resolution of the Mayor and City Council of the City of San Luis, Arizona, authorizing and directing the City Engineer to order the purchase of electricity and to order the maintenance of poles, luminaries and underground conduit incident to the installation of street lights for lighting public streets within an area described as Southwest Arizona Industrial Subdivision, Yuma County, Arizona. (Jose Guzman, Assistant Planner)

Mr. Jose Guzman, Assistant Planner, said that this resolution is needed in order to activate the improvement district for street lighting.

MOTION: Council Member Mario Buchanan Jr./Council Member Africa Luna-Carrasco to approve Resolution No. 1162. Motion passed unanimously.

6. J. Discussion and possible action on any and all matters regarding Resolution No.1163. A resolution of the Mayor and City Council of the City of San Luis, Arizona, authorizing and directing the City Engineer to order the operation and maintenance of certain retention basins for an area described as Southwest Arizona Industrial Subdivision, Yuma County, Arizona. (Jose Guzman, Assistant Planner)

Mr. Jose Guzman, Assistant Planner, explained that this resolution is to activate the enhanced municipal services district for the retention basins.

MOTION: Council Member Gloria Torres/Council Member Mario Buchanan Jr. to approve Resolution No. 1163. Motion passed unanimously.

6. K. Discussion and possible action on any and all matters regarding Second Reading of Ordinance No. 358. An ordinance of the Mayor and City Council of the City of San Luis, Arizona amending the San Luis City Code Title 9, Chapter 95 relating to animals by adding Section 95.03, Personal Dog Kennels; repealing any conflicting provisions; establishing an effective date and providing for severability. (Marco Santana, Police Department Sergeant)

Mr. Marco Santana, Police Sergeant, stated that this ordinance will enforce personal dog kennels. There were questions/answers exchanged amongst the City Council and Mr. Santana regarding the number of dogs allowed, animal cruelty enforcement, vaccines and nuisance.

A. Second Reading of Ordinance No. 358 by title only

MOTION: Council Member Mario Buchanan Jr./Council Member Gloria Torres to approve Second Reading of Ordinance No. 358 by title only. Motion passed with five (5) ayes and one (1) nay vote by Council Member Africa Luna-Carrasco.

Ms. Sonia Cornelio, City Clerk, read Ordinance No. 358 by title only.

B. Approval and adoption of Ordinance No. 358

MOTION: Council Member Mario Buchanan Jr./Council Member Africa Luna-Carrasco to approve and adopt Ordinance No. 358. Motion passed unanimously.

7. SUMMARY OF CURRENT EVENTS

Council Member Maria Cecilia Ramos reported that she participated at the annual domestic violence walk and added that the community's feedback is positive, furthermore Ms. Ramos thanked the Mayor and City Council for supporting this event.

Mayor Gerardo Sanchez congratulated the Parks & Recreation, Police and Fire Departments who made it possible for the City of San Luis to host the Aguilas de Mexicali and added that baseball is back in San Luis, Arizona. He thanked the All-Star Team from San Luis, Arizona. He included that positive comments were received from Mayor Reyna from San Luis Rio Colorado, Sonora, Mayor-Elect Yepez, Mayor and Council Members from Somerton. Mayor Gerardo Sanchez also said that the baseball field is really nice but the digital score board needs some work.

Council Member Gloria Torres reported that she and Council Member Maria Cecilia Ramos visited the three (3) shelters including the orphanage in San Luis Rio Colorado, Sonora and added that it was really sad to see the seniors and children's needs at these shelters. She encouraged everyone to participate by donating food, clothes or money.

Mayor Gerardo Sanchez agreed with Council Member Gloria Torres.
Council Member Maria Cecilia Ramos said that is was a heartbreaker to see children sleep on thin foam mats and added that people complain about things they are blessed with.

8. CALL TO THE PUBLIC

Ms. Diane Umphress, Amberly's Place, stated that every 20 seconds a domestic violence victim is beaten in this country, one (1) out of three (3) women will experience domestic violence sometime in their life as in seven (7) men; October has been set aside as the domestic violence awareness month and Governor Deucey along with the Governor's Commission has asked the State of Arizona to light-up in purple and as she drove-up to City Hall it was wonderful to see the purple lights in front of the building. She thanked the Mayor, City Council and Administration for the support given to Amberly's Place.

Gerardo Sanchez, 1067 7th Avenue, San Luis, AZ, stated that it was brought to his attention by the UPS driver about a problem that happens on a daily basis on Main Street when it comes to a vehicle parking illegally which gets towed immediately. He understands that there are private towing companies who have invested in the community, but there is no hesitation on towing the vehicles. This happened to a young mother of twins in a stroller during a day where the temperature was 112 degrees. She parked in a business as it was the nearest parking; was gone for approximately 15 minutes and upon her return the car had not been towed yet and said to the towing driver that she was not away longer than 15 minutes and asked how much it was going to cost her. The towing driver told her that it was going to cost her $75.00 now but if he towed the vehicle it was going to cost her $125.00 or $150.00, there was no compassion. Mr. Sanchez's biggest concern is that it is always the same person, always the same company towing those vehicles. He doesn't know if this is business friendly and he knows the City does regulate their business but it is a bad practice as it is not the first time. Maybe the City should start hiring their own person that goes around and issues citations and have that individual call the towing company when those services are needed. Mr. Sanchez asked how many complaints are needed to start doing something about this. The lady is not a resident of the City of San Luis and she does not want to come to San Luis again due to that bad experience.

9. EXECUTIVE SESSION

9. A. Discussion and possible action to hold an executive session pursuant to A.R.S. §§38-431.03(A)(3) and (4) for discussion or consultation for legal advice with the City Attorney or City's Attorneys in order to consider its position and instruct the City Attorney or City's Attorneys regarding the public body's position regarding contracts that are the subject of negotiations or in settlement discussions conducted in order to avoid or resolve litigation regarding an update on the San Luis Regional Detention Center. (Kay Marion Macuil, City Attorney)

MOTION: Council Member Mario Buchanan Jr./Council Member Africa Luna-Carrasco to go into Executive Session at approximately 8:04 p.m. Motion passed unanimously.

10. MOTION TO GO BACK INTO REGULAR SESSION

MOTION: Council Member Mario Buchanan Jr./Council Member Ruben Walshe to go back into Executive Session at approximately 8:38 p.m. Motion passed unanimously.

11. ADJOURNMENT

MOTION: Council Member Mario Buchanan Jr./Council Member Ruben Walshe to adjourn the meeting at approximately 8:38 p.m.

AGENDA ITEM REVIEW FORM

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

Meeting Date: 01/25/2017

Summary

DISBURSEMENTS FROM JANUARY 1, 2017 TO JANUARY 13, 2017
Total Disbursements $861,285.62
(Eight Hundred Sixty-One Thousand, Two Hundred Eighty-Five Dollars and Sixty-Two Cents)

Attachments

Disbursements 1/25/2017

City of San Luis
Finance Department

COUNCIL MEETING JANUARY 25, 2017
Disbursement Reports from 1/1/2017 to 1/13/2017

Bank Accounts	Check Date	Amount	Schedule
Accounts Payable Check Account	1/3/2017	$ 1,354.62	Schedule A
Accounts Payable Check Account	1/4/2017	$ 10,160.66	Schedule B
Accounts Payable Check Account	1/5/2017	$ 104,986.33	Schedule C
Accounts Payable Check Account	1/5/2017	$ 9,825.28	Schedule D
Payroll Check Account	1/11/2017	$ 254,828.66	Schedule E
Accounts Payable Check Account	1/12/2017	$ 44,466.77	Schedule F
Accounts Payable Check Account	1/12/2017	$ 416,337.08	Schedule G
Accounts Payable Check Account	1/12/2017	$ 19,326.22	Schedule H

Total Disbursements: **$ 861,285.62**

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

For Council approval on: _____

Mayor: _____

Council: _____

_____

_____

_____

_____

_____

RECEIVED
2017 JAN 18 P 3:27
CITY OF SAN LUIS
OFFICE OF THE CITY CLERK

Schedule A

City of San Luis

Payment Batch Register

Bank Account: 1BYPAYABLE - 1st BY Accounts Payable
Batch Date: 01/03/2017

Type	Date	Number	Source	Payee Name	EFT Bank/Account		Transaction Amount
	Account Type			Account Number	Transaction Date	Transaction Type	
	Commercial			1790-001	12/15/2016	Refund - Account Credit	
Check	01/03/2017	78116	Utility Management Refund	RIEDEL CONSTRUCTION BLDG 2			43.09
	Account Type			Account Number	Transaction Date	Transaction Type	
	Commercial			1791-001	12/15/2016	Refund - Account Credit	
Check	01/03/2017	78117	Utility Management Refund	RIEDEL CONSTRUCTION BLDG 3			43.09
	Account Type			Account Number	Transaction Date	Transaction Type	
	Commercial			1792-001	12/15/2016	Refund - Account Credit	
Check	01/03/2017	78118	Utility Management Refund	RIEDEL CONSTRUCTION BLDG 4			43.09
	Account Type			Account Number	Transaction Date	Transaction Type	
	Commercial			1794-001	12/15/2016	Refund - Account Credit	
Check	01/03/2017	78119	Utility Management Refund	VARGAS , MARGARITA			117.73
	Account Type			Account Number	Transaction Date	Transaction Type	
Check	01/03/2017	78120	Utility Management Refund	VILLANUEVA , JOSE & HERLINDA			149.84
	Account Type			Account Number	Transaction Date	Transaction Type	

1BYPAYABLE 1st BY Accounts Payable Totals: Transactions: 17 $1,354.62

Checks: 17 $1,354.62

Prepared By:
Maggie Dominguez
Date: 1/3/17

City of San Luis

Payment Batch Register

Bank Account: 1BYPAYABLE - 1st BY Accounts Payable
Batch Date: 01/03/2017

Type	Date	Number	Source	Payee Name	EFT Bank/Account		Transaction Amount
Bank Account: 1BYPAYABLE - 1st BY Accounts Payable							
Check	01/03/2017	78104	Utility Management Refund	ABAROA , ROSSANA			101.87
	Account Type			Account Number	Transaction Date	Transaction Type	
Check	01/03/2017	78105	Utility Management Refund	ALBERTIN , MARC J & ANGELICA RU			62.65
	Account Type			Account Number	Transaction Date	Transaction Type	
Check	01/03/2017	78106	Utility Management Refund	CRUZ , VICTOR M			6.88
	Account Type			Account Number	Transaction Date	Transaction Type	
Check	01/03/2017	78107	Utility Management Refund	G & M AUTO SALES / CELAYA MARIA			342.26
	Account Type			Account Number	Transaction Date	Transaction Type	
Check	01/03/2017	78108	Utility Management Refund	GAUNA, MARIA V & JANET STEVENS			2.59
	Account Type			Account Number	Transaction Date	Transaction Type	
Check	01/03/2017	78109	Utility Management Refund	MONREAL , LUIS & MARIA LUISA			3.30
	Account Type			Account Number	Transaction Date	Transaction Type	
Check	01/03/2017	78110	Utility Management Refund	NUNEZ , BIBIANA			153.95
	Account Type			Account Number	Transaction Date	Transaction Type	
Check	01/03/2017	78111	Utility Management Refund	PRECIADO , SORAYA			68.82
	Account Type			Account Number	Transaction Date	Transaction Type	
Check	01/03/2017	78112	Utility Management Refund	RAMIREZ , LUIS & AMALIA			86.19
	Account Type			Account Number	Transaction Date	Transaction Type	
Check	01/03/2017	78113	Utility Management Refund	RIEDEL CONSTRUCTION			43.09
	Account Type			Account Number	Transaction Date	Transaction Type	
	Commercial			1799-001	12/15/2016	Refund - Account Credit	
Check	01/03/2017	78114	Utility Management Refund	RIEDEL CONSTRUCTION BLDG #6			43.09
	Account Type			Account Number	Transaction Date	Transaction Type	
	Commercial			1796-001	12/15/2016	Refund - Account Credit	
Check	01/03/2017	78115	Utility Management Refund	RIEDEL CONSTRUCTION BLDG 1			43.09

Schedule B

City of San Luis

Payment Batch Register

Bank Account: 1BYPAYABLE - 1st BY Accounts Payable

Batch Date: 01/04/2017

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Bank Account: 1BYPAYABLE - 1st BY Accounts Payable						
Check	01/03/2017	78121	Accounts Payable	ALVAREZ, MIGUEL		91.00

Invoice	Date	Description	Amount
ALVAREZ 010317	01/03/2017	TRAVEL - AZ LEADERSHIP PROGRAM 20 (ORIENTATION)	91.00

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	01/03/2017	78122	Accounts Payable	ARIZONA DEPARTMENT OF REVENUE / TPT		25.99

Invoice	Date	Description	Amount
16018220469	12/22/2016	TAX CORRECTION NOTICE	25.99

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	01/03/2017	78123	Accounts Payable	ARIZONA PUBLIC SERVICE		10,043.67

Invoice	Date	Description	Amount
470828286NOV16N	11/19/2016	ELECTRICITY - 101 W JUAN SANCHEZ BLVD - NEW SES BLDG	10,043.67

1BYPAYABLE 1st BY Accounts Payable Totals:		Transactions: 3	$10,160.66
Checks:	3	$10,160.66	

Prepared By:
Maggie Dominguez
Date: Maggie D. 1/4/17

Schedule C

City of San Luis

Payment Batch Register

Bank Account: 1BYPAYABLE - 1st BY Accounts Payable
Batch Date: 01/05/2017

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
	Checks:	37		$104,986.33		

City of San Luis

Payment Batch Register

Bank Account: 1BYPAYABLE - 1st BY Accounts Payable

Batch Date: 01/05/2017

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Bank Account: 1BYPAYABLE - 1st BY Accounts Payable						
Check	01/05/2017	78124	Accounts Payable	4 IMPRINT		719.05

Invoice	Date	Description	Amount
5060923	12/08/2016	PROMOTIONAL ITEMS FOR DDS	719.05

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	01/05/2017	78125	Accounts Payable	ALSCO, INC		302.09

Invoice	Date	Description	Amount
LYUM1128773	12/27/2016	UNIFORM SERVICE FOR PARKS DEPT FOR THE MONTH OF DECEMBER 2016	84.41
LYUM1128774	12/27/2016	UNIFORM SERVICES - FACILITIES	68.67
LYUM1126807	12/20/2016	UNIFORM SERVICES - FLEET SERVICES	40.17
LYUM1128775	12/27/2016	UNIFORM SERVICES - FLEET SERVICES	40.17
LYUM1124820	12/13/2016	UNIFORM SERVICES - FACILITIES	68.67

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	01/05/2017	78126	Accounts Payable	ARIZONA REFUSE SALES, LLC		609.29

Invoice	Date	Description	Amount
2654	12/23/2016	SW 3796 EE180	609.29

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	01/05/2017	78127	Accounts Payable	BALAR EQUIPMENT CORPORATION		277.31

Invoice	Date	Description	Amount
11169200	12/05/2016	INSTALLED BROOMS ON LEFT GUTTER - HWY USERS VIN #1277	277.31

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	01/05/2017	78128	Accounts Payable	BORDER CONSTRUCTION SPECIALTIES		1,684.63

Invoice	Date	Description	Amount
INV-5262393	12/15/2016	PPE GEAR/SAFETY JACKETS F/ NEW WW OPERATORS	170.52
INV-5201374	10/05/2016	TOOLS/EQUIPMENT F/ NEW STAFF WORKING ON CONRETE PROJECTS	868.51
INV-5201395	10/05/2016	MATERIAL TO REPAIR SIDEWALKS CITYWIDE	645.60

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	01/05/2017	78129	Accounts Payable	BORDER GYM FITNESS LLC		1,250.00

Invoice	Date	Description	Amount
000012	01/02/2017	GYM MEMBERSHIP FOR DECEMBER 2016	1,250.00

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	01/05/2017	78130	Accounts Payable	CDWG		1,674.66

Invoice	Date	Description	Amount
GFF3077	12/06/2016	SPEAKERS FOR RECORDS FRONT DESK PC	21.17
GHG3363	12/15/2016	PURCHASE OF KEYBOARD AND MOUSE SET FOR FLEET SERVICES (SALVADOR)	65.33

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
	GGT5780		12/13/2016	APC (UPS) BACKUP FOR SAUCEDA/ELY PCS	47.50	
	GHH6242		12/15/2016	APC (UPS) BACKUP FOR SAUCEDA/ELY PCS	47.50	
	GGW4079		12/14/2016	COMPUTER MONITORS/DUAL MONITOR STANDS FOR UTILITY BILLING	300.71	
	GGV3371		12/13/2016	COMPUTER MONITORS/DUAL MONITOR STAND	167.37	
	GFH8998		12/06/2016	IT EQUIPMENT FOR THE BUSINESS INCUBATOR	116.66	
	GFX4457		12/08/2016	IT EQUIPMENT FOR THE BUSINESS INCUBATOR	643.07	
	GDX8774		12/05/2016	IT EQUIPMENT FOR THE BUSINESS INCUBATOR	22.22	
	GFQ4612		12/07/2016	IT EQUIPMENT FOR THE BUSINESS INCUBATOR	243.13	
Check	01/05/2017	78131	Accounts Payable	CEBREROS, LUIS		325.00
	Invoice		Date	Description	Amount	
	2017-00000583		01/04/2017	TUITION REIMBURSEMENT FALL 2016	325.00	
Check	01/05/2017	78132	Accounts Payable	CITY OF SOMERTON		5,464.04
	Invoice		Date	Description	Amount	
	300		12/06/2016	BILLING FEE FOR NOV AMBULANCE TRANSPORTS	5,464.04	
Check	01/05/2017	78133	Accounts Payable	DESERT DOCUMENT SHREDDERS, LLC		127.00
	Invoice		Date	Description	Amount	
	32021		12/05/2016	DOCUMENT DESTRUCTION	37.00	
	32033		12/28/2016	SPECIAL PICK UP FOR FINANCE - PURGE OF PURCHASING DOCS 122816	90.00	
Check	01/05/2017	78134	Accounts Payable	DESERT VALLEY SERVICES, INC		950.15
	Invoice		Date	Description	Amount	
	398719		12/20/2016	JANITORIAL SUPPLIES	950.15	
Check	01/05/2017	78135	Accounts Payable	DESERT WATER		33.23
	Invoice		Date	Description	Amount	
	65221		12/27/2016	50 BULK GALS OF WATER FOR FD	8.30	
	65224		12/27/2016	PURCHASE OF WATER FOR PARKS DEPT	24.93	
Check	01/05/2017	78136	Accounts Payable	FERTIZONA-YUMA L.L.C.		3,372.10
	Invoice		Date	Description	Amount	
	16055653		12/12/2016	PURCHASE OF FERTILIZER FOR VARIOUS PARKS AROUND CITY	3,372.10	
Check	01/05/2017	78137	Accounts Payable	FISHER CHEVROLET - PARTS		25,279.51
	Invoice		Date	Description	Amount	

City of San Luis

Payment Batch Register

Bank Account: 1BYPAYABLE - 1st BY Accounts Payable

Batch Date: 01/05/2017

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
	2017-00000582		01/04/2017	2016 CHEVROLET COLORADO 2WD EXT CAB - UTILITIES VEHICLE #8501	25,279.51	
Check	01/05/2017	78138	Accounts Payable	GILA ELECTRONIC		82.08
	Invoice		Date	Description	Amount	
	3841		12/15/2016	REPLACEMENT BATTERY F/ RADIO FOR EE#457	82.08	
Check	01/05/2017	78139	Accounts Payable	GUERRA , RUTH		400.00
	Invoice		Date	Description	Amount	
	2017-00000585		01/04/2017	INTERPRETATION SERVICES FOR COURT - 12/27/16-12/30/16	400.00	
Check	01/05/2017	78140	Accounts Payable	K&K		1,756.00
	Invoice		Date	Description	Amount	
	10630		12/09/2016	DEODORANTS F/ ODOR CONTROL@LIFTSTATIONS	1,756.00	
Check	01/05/2017	78141	Accounts Payable	LEGROS , BRIAN SEAN		341.86
	Invoice		Date	Description	Amount	
	5949		12/26/2016	UNIFORM HATS FOR FFS	341.86	
Check	01/05/2017	78142	Accounts Payable	MCNEECE BROS. OIL COMPANY, INC		22,167.75
	Invoice		Date	Description	Amount	
	843645		12/31/2016	FUEL FOR VARIOUS DEPARTMENTS FOR THE MONTH OF DECEMBER 2016	22,167.75	
Check	01/05/2017	78143	Accounts Payable	ORTIZ GOMEZ , JESUS		30.00
	Invoice		Date	Description	Amount	
	CR201600321		01/04/2017	RESTITUTION PYMT	30.00	
Check	01/05/2017	78144	Accounts Payable	PATRONATO DE AGROBAJA A.C.		1,255.00
	Invoice		Date	Description	Amount	
	2816		12/20/2016	BOOTH REGISTRATION FEE	1,255.00	
Check	01/05/2017	78145	Accounts Payable	QUINONEZ , FRANCISCO		300.00
	Invoice		Date	Description	Amount	
	26610		12/30/2016	TOWING SERVICES	75.00	
	26001		12/21/2016	TOWING SERVICES	75.00	
	26395		12/26/2016	TOWING SERVICES	75.00	
	26447		12/27/2016	TOWING SERVICES	75.00	

City of San Luis

Payment Batch Register

Bank Account: 1BYPAYABLE - 1st BY Accounts Payable

Batch Date: 01/05/2017

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	01/05/2017	78146	Accounts Payable	SAM'S CLUB		1,216.44

Invoice	Date	Description	Amount
005358	12/14/2016	CAKE FOR SWEARING-IN CEREMONY	40.66
001913	12/08/2016	OTHER SUPPLIES FOR CD	118.10
001599	12/01/2016	COFFEE SUPPLIES FOR ADMINISTRATION WING	210.60
00000	11/22/2016	OTHER SUPPLIES FOR FIRE DEPT	101.38
009659	11/23/2016	JANITORIAL AND KITCHEN SUPPLIES FOR SLFD	745.70

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	01/05/2017	78147	Accounts Payable	SANFORD , JAMES		1,385.39

Invoice	Date	Description	Amount
S10118	12/27/2016	UNIFORM SWEATPANTS FOR FULL-TIME FFS	565.82
S10117	12/19/2016	FULL-ZIP HOODIES FOR PART-TIME FFS	819.57

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	01/05/2017	78148	Accounts Payable	SHERWIN WILLIAM		204.90

Invoice	Date	Description	Amount
2013-0	12/15/2016	PAINT FOR FIRE HYDRANTS	204.90

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	01/05/2017	78149	Accounts Payable	SMITH, RALPH E. SR.		100.00

Invoice	Date	Description	Amount
24572	12/30/2016	MONITOR RES DIS (RDL) - 4TH QUARTER	100.00

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	01/05/2017	78150	Accounts Payable	SOUTH WEST LUMBER		618.04

Invoice	Date	Description	Amount
5560420	01/04/2017	PURCHASE OF MARKING LINE FOR ALL ATHLETIC FIELDS	618.04

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	01/05/2017	78151	Accounts Payable	THOMSON WEST PUBLISHING CO.		3,035.21

Invoice	Date	Description	Amount
835262737	12/04/2016	SUBSCRIPTION PRODUCTS/LAW BOOKS	3,035.21

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	01/05/2017	78152	Accounts Payable	TIME WARNER CABLE		5,362.84

Invoice	Date	Description	Amount
1733JAN17	01/04/2017	ISP FOR CITY HALL AND REMOTE SITES	782.43
2531JAN17	01/04/2017	ISP FOR CITY HALL AND REMOTE SITES	1,480.00
2549JAN17	01/04/2017	ISP FOR CITY HALL AND REMOTE SITES	999.55
2598JAN17	01/04/2017	ISP FOR CITY HALL AND REMOTE SITES	1,584.98
2849JAN17	01/04/2017	ISP FOR CITY HALL AND REMOTE SITES	515.88

City of San Luis

Payment Batch Register

Bank Account: 1BYPAYABLE - 1st BY Accounts Payable

Batch Date: 01/05/2017

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	01/05/2017	78153	Accounts Payable	TIMECLOCK PLUS		5,622.83
	Invoice		Date	Description		Amount
	411452		12/29/2016	TIMECLOCK PLUS V7 UPGRADE		5,622.83
Check	01/05/2017	78154	Accounts Payable	URIAS , RAYMOND		191.67
	Invoice		Date	Description		Amount
	SL2016-04		11/30/2016	LEGAL SERVICES FOR DDS		191.67
Check	01/05/2017	78155	Accounts Payable	USA BLUE BOOK		132.18
	Invoice		Date	Description		Amount
	132967		12/14/2016	JACKET FOR METER READER		132.18
Check	01/05/2017	78156	Accounts Payable	VELEZ , RALPH G		1,040.00
	Invoice		Date	Description		Amount
	2017-00000587		01/04/2017	CONSULTING SERVICES WEEK OF DECEMBER 26, 2016		585.00
	2017-00000588		01/04/2017	CONSULTING SERVICES WEEK OF DECEMBER 19, 2016		455.00
Check	01/05/2017	78157	Accounts Payable	VERIZON WIRELESS MESSAGING SVC		8,816.28
	Invoice		Date	Description		Amount
	9775616605		01/04/2017	MONTHLY STATEMENT CHARGES FOR ACC#771777273-00001 DATA		1,992.93
	9775929324		01/04/2017	MONTHLY STATEMENT CHARGES FOR ACC#865746092-00001 CELL		5,146.30
	9775847681		01/04/2017	MONTHLY STATEMENT CHARGES FOR ACC#342064499-00001 MDC		1,677.05
Check	01/05/2017	78158	Accounts Payable	WATCHGUARD VIDEO		215.80
	Invoice		Date	Description		Amount
	ADVREP084417		10/27/2016	MICROPHONE FOR PD		215.80
Check	01/05/2017	78159	Accounts Payable	YUMA COUNTY ATTORNEYS OFFICE		2,371.00
	Invoice		Date	Description		Amount
	2017-00000586		01/04/2017	FORFEITED MONEY		2,371.00
Check	01/05/2017	78160	Accounts Payable	YUMA COUNTY HUMANE SOCIETY		6,273.00
	Invoice		Date	Description		Amount
	2017-00000584		12/08/2016	NOVEMBER KENNELING SERVICES		6,273.00
1BYPAYABLE 1st BY Accounts Payable Totals:				Transactions: 37		$104,986.33

Schedule D

City of San Luis

Payment Batch Register

Bank Account: 1BYPAYABLE - 1st BY Accounts Payable

Batch Date: 01/05/2017

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Bank Account: 1BYPAYABLE - 1st BY Accounts Payable						
Check	01/05/2017	78161	Accounts Payable	ARIZONA PUBLIC SERVICE		168.30
	Invoice		Date	Description		Amount
	719801282DEC16		01/05/2017	ELECTRICITY- BORDER FRIENDSHIP LIGHTS		168.30
Check	01/05/2017	78162	Accounts Payable	KANAWHA INSURANCE CO.		366.01
	Invoice		Date	Description		Amount
	677551546		01/05/2017	INSURANCE FOR DECEMBER 2016		366.01
Check	01/05/2017	78163	Accounts Payable	MASSMUTUAL FINANCIAL GROUP		60.00
	Invoice		Date	Description		Amount
	2967045		01/05/2017	INSURANCE AND SERVICES		60.00
Check	01/05/2017	78164	Accounts Payable	RUIZ , OSCAR		327.00
	Invoice		Date	Description		Amount
	RUIZ01052017		01/05/2017	TRAVEL- AZPOST FIREARMS JAN9-13 2017		327.00
Check	01/05/2017	78165	Accounts Payable	STANDARD INSURANCE CO.		1,297.40
	Invoice		Date	Description		Amount
	2017-00000589		01/05/2017	INSURANCE FOR DECEMBER 2016		1,297.40
Check	01/05/2017	78166	Accounts Payable	TRANSWESTERN INSURANCE ADMIN		203.26
	Invoice		Date	Description		Amount
	2017-00000590		01/05/2017	INSURANCE FOR JANUARY 2017		203.26
Check	01/05/2017	78167	Accounts Payable	VASQUEZ, JOSE		268.00
	Invoice		Date	Description		Amount
	VASQUEZ 010517		01/05/2017	TRAVEL - ADVANCED CRIMINAL INTERDICTION TRAINING		268.00
Check	01/05/2017	78168	Accounts Payable	VISION SERVICE PLAN OF ARIZONA		7,135.31
	Invoice		Date	Description		Amount
	2017-00000591		01/05/2017	INSURANCE FOR JANUARY 2017		7,135.31
1BYPAYABLE 1st BY Accounts Payable Totals:				Transactions: 8		$9,825.28

Checks: 8 $9,825.28

R. Encinas

C

Schedule E

Pay Day Register Report

Pay Date Range 12/24/16 - 01/06/17

Pay Batch 201701

U.S. MEX DENTAL - EE &	465.52	.00
U.S. MEX DENTAL - EE &	84.64	.00
UNITED WAY	26.00	.00
US & MEX DENTAL= FAMILY	686.92	.00
US & MEX HEALTH = C	6,141.80	.00
US & MEX HEALTH = FAMILY	4,583.00	.00
US & MEX HEALTH = SP	1,498.00	.00
VSP - VISION FAMILY	596.70	.00
Net	$254,828.66 ✓	

POLICE OFFICERS	3,940.44	89,964.39
RECREATION- ALL EMPLOYEES/	156.96	11,456.97
SEWAGE DISPOSAL/ PLANT	566.55	16,469.38
Street or Road Construction	1,274.62	15,873.24
WATERWORKS OPERATIONS	572.43	16,496.61
Total	$10,750.01	

Direct Deposits	Amount
1st Bank Yuma	23,396.68
Bank of America	400.00
Chase Bank	102,855.91
CHASE BANK CA	2,216.29
CHASE BANK MORGAN	1,463.36
chase bank somerton	1,867.36
Federal Credit Union	32,333.08
FEDERAL CREDIT UNION DS	852.62
FIRST CREDIT UNION	2,534.23
HUGHES FCU	220.00
National Bank	1,406.53
Navy Federal	4,791.40
NetSpend Corporation DD	120.00
NORTH ISLAND CREDIT UNION	973.44
Sunbank	437.93
THE FOOTHILLS BANK	1,295.63
WASHINGTON FEDERAL	3,501.57
Wells Fargo	50,666.34
WELLS FARGO CA	575.46
Total	$231,907.83

Check $22,920.83

Schedule F

City of San Luis

Payment Batch Register

Bank Account: 1BYPAYABLE - 1st BY Accounts Payable

Batch Date: 01/12/2017

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
	2017-00000631		01/12/2017	705 - UNITED WAY		26.00
Check	01/12/2017	78178	Accounts Payable	UNITED YUMA FIRE FIGHTERS-IAFF		620.50
	Invoice		Date	Description		Amount
	2017-00000632		01/12/2017	543 - IAFF- FIRE DEPT		620.50
1BYPAYABLE 1st BY Accounts Payable Totals:				Transactions: 10		$44,466.77

Checks: 10 $44,466.77

Prepared By:
Maggie Dominguez
Date: 1/12/17

City of San Luis

Payment Batch Register

Bank Account: 1BYPAYABLE - 1st BY Accounts Payable

Batch Date: 01/12/2017

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Bank Account: 1BYPAYABLE - 1st BY Accounts Payable						
Check	01/12/2017	78169	Accounts Payable	ARIZONA DEPARTMENT OF REVENUE		96.33
	Invoice		Date	Description		Amount
	0112171		01/12/2017	WF 011217		96.33
Check	01/12/2017	78170	Accounts Payable	AZ LAW ENFORCEMENT LEGAL ADVISORS ASSOC		50.00
	Invoice		Date	Description		Amount
	2017-00000161		09/01/2016	2016 ALELAA DUES		50.00
Check	01/12/2017	78171	Accounts Payable	CALIFORNIA STATE DISBURSEMENT UNIT		164.31
	Invoice		Date	Description		Amount
	2017-00000627		01/12/2017	532 - GARNISHMENT - CHILD SUPPORT		164.31
Check	01/12/2017	78172	Accounts Payable	INTERNAL REVENUE SERVICE		50.00
	Invoice		Date	Description		Amount
	2017-00000629		01/12/2017	533 - GARNISHMENT		50.00
Check	01/12/2017	78173	Accounts Payable	PUBLIC SAFETY PERSONNEL RET SY		264.96
	Invoice		Date	Description		Amount
	0112173		01/12/2017	PSPRS 011217 ALT		264.96
Check	01/12/2017	78174	Accounts Payable	PUBLIC SAFETY PERSONNEL RET SY		38,960.40
	Invoice		Date	Description		Amount
	01121724		01/12/2017	011317 reg psprs		38,960.40
Check	01/12/2017	78175	Accounts Payable	SAN LUIS POLICE OFFICERS ASSOC		360.00
	Invoice		Date	Description		Amount
	2017-00000630		01/12/2017	539 - ASK COPS - SLPD		360.00
Check	01/12/2017	78176	Accounts Payable	SUPPORT PAYMENT CLEARINGHOUSE		3,874.27
	Invoice		Date	Description		Amount
	011217		01/12/2017	CS 011217		3,874.27
Check	01/12/2017	78177	Accounts Payable	UNITED WAY OF YUMA COUNTY INC.		26.00
	Invoice		Date	Description		Amount

Schedule G

City of San Luis

Payment Batch Register

Bank Account: 1BYPAYABLE - 1st BY Accounts Payable

Batch Date: 01/12/2017

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
	16-17159		10/07/2016	RECORDING FEES FOR CLERK'S OFFICE	8.00	
	16-17431		10/12/2016	RECORDING FEES FOR CLERK'S OFFICE	8.50	
	16-17498		10/13/2016	RECORDING FEES FOR CLERK'S OFFICE	10.00	
	16-18442		10/27/2016	RECORDING FEES FOR CLERK'S OFFICE	10.50	
	16-18441-c1		10/27/2016	RECORDING FEES FOR CLERK'S OFFICE	56.00	
	2017-00000623		01/12/2017	EARLY VOTING FOR 8/30/16 PRIMARY ELECTIONS	13,251.32	
Check	01/12/2017	78252	Accounts Payable	YUMA HEALTH CARE SERVICES, INC		128.05
	Invoice		Date	Description	Amount	
	75929		01/06/2017	OXYGEN TANK REFILLS FOR SLFD	128.05	
Check	01/12/2017	78253	Accounts Payable	YUMA OVERHEAD DOOR CO. INC		165.00
	Invoice		Date	Description	Amount	
	58288		12/14/2016	DOOR REPAIR F/ WAREHOUSE@WS #5	165.00	
Check	01/12/2017	78254	Accounts Payable	YUMA PRINTING & GRAPHIC DEPT.		629.34
	Invoice		Date	Description	Amount	
	10174		01/05/2017	PATCH SEQUENCE FORMS	244.37	
	10167		01/03/2017	RECORDS STAMPS	166.21	
	10178		01/04/2017	EVIDENCE TAGS	218.76	
Check	01/12/2017	78255	Accounts Payable	YUMA REGIONAL MEDICAL CENTER		1,005.76
	Invoice		Date	Description	Amount	
	3199		10/31/2016	MONTHLY PHARMACY CHARGES FOR OCT2016	1,005.76	
Check	01/12/2017	78256	Accounts Payable	YUMA SUN, INC		399.00
	Invoice		Date	Description	Amount	
	00109290		12/11/2016	POLICE OFFICER DECEMBER AD	399.00	
Check	01/12/2017	78257	Accounts Payable	YUMA WINNELSON CO.		472.68
	Invoice		Date	Description	Amount	
	279465 00		12/27/2016	REPLACEMENT PARTS F/ BASIN 1 & 2@EAST WWTP	472.68	
1BYPAYABLE 1st BY Accounts Payable Totals:				Transactions: 79		$416,337.08
	Checks:	79	$416,337.08			

Prepared By:
Maggie Dominguez
Date: 1/12/17

City of San Luis

Payment Batch Register

Bank Account: 1BYPAYABLE - 1st BY Accounts Payable

Batch Date: 01/12/2017

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Bank Account: 1BYPAYABLE - 1st BY Accounts Payable						
Check	01/12/2017	78179	Accounts Payable	ALSCO, INC		1,791.85

Invoice	Date	Description	Amount
LYUM1129869	01/03/2017	PAYMENT FOR UNIFORMS NOT RETURNED BY FORMER PARKS DEPT EMPLOYEE	162.62
LYUM1130758	01/03/2017	UNIFORM SERVICE FOR PARKS DEPT FOR THE MONTH OF JANUARY 2017	76.59
LYUM1122789	12/06/2016	UNIFORM SERVICES FOR PW PERSONNEL- DECEMBER 2016	118.26
LYUM1124808	12/13/2016	UNIFORM SERVICES FOR PW PERSONNEL- DECEMBER 2016	118.26
LYUM1125163	12/13/2016	UNIFORM SERVICES FOR PW PERSONNEL- DECEMBER 2016	5.72
LYUM1126794	12/20/2016	UNIFORM SERVICES FOR PW PERSONNEL- DECEMBER 2016	123.98
LYUM1128762	12/27/2016	UNIFORM SERVICES FOR PW PERSONNEL- DECEMBER 2016	123.98
LYUM1122790	12/06/2016	UNIFORM SERVICES FOR PW PERSONNEL- DECEMBER 2016	35.61
LYUM1124809	12/13/2016	UNIFORM SERVICES FOR PW PERSONNEL- DECEMBER 2016	35.61
LYUM1126795	12/20/2016	UNIFORM SERVICES FOR PW PERSONNEL- DECEMBER 2016	35.61
LYUM1128763	12/27/2016	UNIFORM SERVICES FOR PW PERSONNEL- DECEMBER 2016	35.61
LYUM1122803	12/06/2016	UNIFORM SERVICES FOR PW PERSONNEL- DECEMBER 2016	106.66
LYUM1124822	12/13/2016	UNIFORM SERVICES FOR PW PERSONNEL- DECEMBER 2016	106.66
LYUM1126808	12/20/2016	UNIFORM SERVICES FOR PW PERSONNEL- DECEMBER 2016	106.66
LYUM1128776	12/27/2016	UNIFORM SERVICES FOR PW PERSONNEL- DECEMBER 2016	106.66
LYUM1122788	12/06/2016	UNIFORM SERVICES FOR PW PERSONNEL- DECEMBER 2016	124.19
LYUM1124807	12/13/2016	UNIFORM SERVICES FOR PW PERSONNEL- DECEMBER 2016	122.73
LYUM1126793	12/20/2016	UNIFORM SERVICES FOR PW PERSONNEL- DECEMBER 2016	123.71
LYUM1128761	12/27/2016	UNIFORM SERVICES FOR PW PERSONNEL- DECEMBER 2016	122.73

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	01/12/2017	78180	Accounts Payable	APS/CLAIM #414-1352-AH		150.00

Invoice	Date	Description	Amount
TR.2.01401091	01/12/2017	RESTITUTION PYMT	150.00

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	01/12/2017	78181	Accounts Payable	ARIZONA GLOVE AND SAFETY		202.28

Invoice	Date	Description	Amount
7415107	12/13/2016	PPE GEAR FOR NEW EEs FOR HWY USERS DIVISION	202.28

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	01/12/2017	78182	Accounts Payable	ARIZONA SOUTHWEST UNIFORMS LLC		2,931.55

Invoice	Date	Description	Amount
16-1103	11/03/2016	HORACE SMALL 4 POCKET TROUSERS FOR SL FFS	2,931.55

City of San Luis

Payment Batch Register

Bank Account: 1BYPAYABLE - 1st BY Accounts Payable

Batch Date: 01/12/2017

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	01/12/2017	78183	Accounts Payable	AUTOZONE STORES, INC		765.48

Invoice	Date	Description	Amount
2756565608	12/30/2016	PD 4625 EE180	21.82
2756565599	12/30/2016	PARKS 1912 EE180	17.12
2756565598	12/30/2016	PD 1605 EE180	14.63
2756565611	12/30/2016	PD 5714 EE180	20.15
2756565616	12/30/2016	WATER 4832 EE180	28.64
2756565615	12/30/2016	FIRE 8923 EE180	23.36
2756565642	12/30/2016	WW 2467 EE180	302.24
2756565641	12/30/2016	WW 8771 EE180	302.24
2756565602	12/30/2016	PARKS 4059 EE180	28.64
2756565601	12/30/2016	FLEET SRVS 2104 EE180	6.64

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	01/12/2017	78184	Accounts Payable	AZ STATE PRISON COMPLEX - YUMA		315.00

Invoice	Date	Description	Amount
Y08-108 20161223	12/27/2016	INMATE LABOR PROJECT	315.00

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	01/12/2017	78185	Accounts Payable	AZ STATE PRISON COMPLEX - YUMA		89.00

Invoice	Date	Description	Amount
Y08108 20161223	12/27/2016	TRANSPORTATION COSTS FOR INMATES	89.00

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	01/12/2017	78186	Accounts Payable	BILL ALEXANDER FORD		1,254.48

Invoice	Date	Description	Amount
331138	12/29/2016	FIRE AMB 7630 EE180	1,254.48

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	01/12/2017	78187	Accounts Payable	BINGHAM EQUIPMENT CO		321.63

Invoice	Date	Description	Amount
P13649	12/31/2016	REPLACEMENT PARTS F/ GRINDER USED F/ ASPHALT REMOVAL	321.63

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	01/12/2017	78188	Accounts Payable	BLT ASPHALT LLC		2,633.55

Invoice	Date	Description	Amount
A665174	12/14/2016	MATERIAL TO REPAIR STREETS CITYWIDE	619.66
A664977	12/07/2016	MATERIAL TO REPAIR STREETS CITYWIDE	774.57
A665303	12/21/2016	MATERIAL TO REPAIR STREETS CITYWIDE	619.66
A665386	12/28/2016	MATERIAL TO REPAIR STREETS CITYWIDE	619.66

City of San Luis

Payment Batch Register

Bank Account: 1BYPAYABLE - 1st BY Accounts Payable

Batch Date: 01/12/2017

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	01/12/2017	78189	Accounts Payable	BLT READY MIX CONCRETE LLC		2,797.70

Invoice	Date	Description	Amount
664891	12/02/2016	MATERIAL TO REPAIR SIDEWALKS CITYWIDE	709.11
665110	12/13/2016	MATERIAL TO REPAIR SIDEWALKS CITYWIDE	405.21
665215	12/16/2016	MATERIAL TO REPAIR SIDEWALKS CITYWIDE	467.76
665265	12/20/2016	MATERIAL TO REPAIR SIDEWALKS CITYWIDE	506.51
665435	12/30/2016	MATERIAL TO REPAIR SIDEWALKS CITYWIDE	709.11

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	01/12/2017	78190	Accounts Payable	BSN SPORTS		4,123.45

Invoice	Date	Description	Amount
98139157	08/16/2016	PURCHASE OF AN INDOOR SCOREBOARD & CARRY BAG FOR RECREATION DEPT	630.18
98326733	10/06/2016	PURCHASE OF SPORTS EQUIPMENT NEEDED FOR UPCOMING REC LEAGUES	1,876.21
98572257	12/15/2016	PURCHASE OF REFEREE SHIRT TO BE USED BY REFEREE DURING GAMES	43.79
98284482	09/23/2016	PURCHASE OF DUMBBELL SET FOR THE YOUTH CENTER DEPT.	1,041.20
98242070	09/13/2016	PURCHASE OF REPLACEMENT RECREATION EQUIPMENT	98.64
98231896	09/09/2016	PURCHASE OF REPLACEMENT RECREATION EQUIPMENT	6.58
98248977	09/14/2016	PURCHASE OF REPLACEMENT RECREATION EQUIPMENT	278.58
98274358	09/21/2016	PURCHASE OF REPLACEMENT RECREATION EQUIPMENT	148.27

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	01/12/2017	78191	Accounts Payable	CENTURYLINK		815.00

Invoice	Date	Description	Amount
1395985925	01/12/2017	COPPER SERVICE AT THE INCUBATOR 121516	815.00

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	01/12/2017	78192	Accounts Payable	CLEAR CHANNEL AIRPORTS		159.80

Invoice	Date	Description	Amount
790521038	01/01/2017	AIRPORT DISPLAY	159.80

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	01/12/2017	78193	Accounts Payable	CRAFCO INC.		19,531.61

Invoice	Date	Description	Amount
9401573062	12/27/2016	CRACK SEAL PROJECT/MATERIALS TO REPAIR STREETS CITYWIDE	132.88
9401573360	12/29/2016	CRACK SEAL PROJECT/MATERIALS TO REPAIR STREETS CITYWIDE	19,398.73

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	01/12/2017	78194	Accounts Payable	CSC OF YUMA		174.98

Invoice	Date	Description	Amount
000550592	12/22/2016	SW 1680 EE610	45.14

City of San Luis

Payment Batch Register

Bank Account: 1BYPAYABLE - 1st BY Accounts Payable

Batch Date: 01/12/2017

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
	000548513		12/07/2016	SW 4813 EE610	70.71	
	000548145		12/05/2016	SW 9937 EE610	59.13	
Check	01/12/2017	78195	Accounts Payable	DAHL, ROBINS & ASSOCIATES, INC		10,358.00
	Invoice		Date	Description	Amount	
	14192		12/31/2016	J. SANCHEZ BLVD LIFTSTATION PROJECT	10,358.00	
Check	01/12/2017	78196	Accounts Payable	DANA-KEPNER COMPANY INC.		19,660.00
	Invoice		Date	Description	Amount	
	8145094-00		11/11/2016	MATERIAL/METER F/ NEW INSTALLATIONS AND/OR REPLACEMENTS	1,775.00	
	8145094-01		11/30/2016	MATERIAL/METER F/ NEW INSTALLATIONS AND/OR REPLACEMENTS	17,885.00	
Check	01/12/2017	78197	Accounts Payable	DESERT DOCUMENT SHREDDERS, LLC		20.00
	Invoice		Date	Description	Amount	
	31506		09/28/2016	DOCUMENTS DESTRUCTION SERVICES	20.00	
Check	01/12/2017	78198	Accounts Payable	DESERT VALLEY SERVICES, INC		202.30
	Invoice		Date	Description	Amount	
	399214		12/26/2016	JANITORIAL SUPPLIES	202.30	
Check	01/12/2017	78199	Accounts Payable	DESERT WATER		214.56
	Invoice		Date	Description	Amount	
	65285		01/03/2017	50 BULK GALS OF WATER FOR FD	8.30	
	65197		01/12/2017	WATER FOR PW PERSONNEL (DECEMBER 2016)	33.21	
	65503		12/13/2016	WATER FOR PW PERSONNEL (DECEMBER 2016)	36.53	
	65557		12/20/2016	WATER FOR PW PERSONNEL (DECEMBER 2016)	49.81	
	65220		12/27/2016	WATER FOR PW PERSONNEL (DECEMBER 2016)	24.93	
	-1244173		12/28/2016	WATER FOR PW PERSONNEL (DECEMBER 2016)	11.96	
	64899		11/08/2016	WATER FOR PW PERSONNEL (DECEMBER 2016)	49.82	
Check	01/12/2017	78200	Accounts Payable	DIRECTV, INC		111.98
	Invoice		Date	Description	Amount	
	2017-00000619		12/16/2016	PAYMENT FOR DTV SERVICES FOR THE YOUTH CENTER	111.98	
Check	01/12/2017	78201	Accounts Payable	DPE CONSTRUCTION, INC		23,488.20
	Invoice		Date	Description	Amount	

City of San Luis

Payment Batch Register

Bank Account: 1BYPAYABLE - 1st BY Accounts Payable

Batch Date: 01/12/2017

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
	2		01/12/2017	APPLICATION FOR PAYMENT NO. 2 FOR CDBG #103-17	23,488.20	
Check	01/12/2017	78202	Accounts Payable	ESPINOZA , ALEJANDRO		70.78
	Invoice		Date	Description	Amount	
	415237		01/11/2017	FOOD FOR EXECUTIVE SESSION ON 1/11/17	70.78	
Check	01/12/2017	78203	Accounts Payable	FERGUSON ENTERPRISE, INC.		3,717.70
	Invoice		Date	Description	Amount	
	0289803		12/27/2016	PARTS F/ FIRE HYDRANT REPAIRS/MAINTENANCE	2,379.77	
	0289803-1		12/29/2016	PARTS F/ FIRE HYDRANT REPAIRS/MAINTENANCE	1,337.93	
Check	01/12/2017	78204	Accounts Payable	FIREFIGHTER SELECTION, INC.		616.25
	Invoice		Date	Description	Amount	
	17543		12/01/2016	FIREFIGHTER SELECT TEST FOR APPLICANTS	616.25	
Check	01/12/2017	78205	Accounts Payable	FISHER CHEVROLET - PARTS		269.66
	Invoice		Date	Description	Amount	
	443462		12/28/2016	BUILDN SAF 1521 EE180	269.66	
Check	01/12/2017	78206	Accounts Payable	FNP-C & ASSOCIATES PLLC		80.00
	Invoice		Date	Description	Amount	
	110		11/03/2016	JOSE MOJICA CDL/DOT EXAM	80.00	
Check	01/12/2017	78207	Accounts Payable	FOP/ALC		341.00
	Invoice		Date	Description	Amount	
	2017-00000628		01/12/2017	714 - FOP/ALC	341.00	
Check	01/12/2017	78208	Accounts Payable	FRESH TERRA SERVICES LLC		715.00
	Invoice		Date	Description	Amount	
	5523		12/23/2016	WW ANALYSIS REQUIRED TO COMPLY W/ ADEQ REGULATIONS (4TH QTR)	100.00	
	5522		12/23/2016	WW ANALYSIS REQUIREMENT TO COMPLY W/ ADEQ REGULATIONS (4TH QTR)	215.00	
	5542		01/04/2017	WW ANALYSIS REQUIREMENT TO COMPLY W/ ADEQ REGULATIONS (4TH QTR)	115.00	
	5535		01/02/2017	WW ANALYSIS REQUIREMENT TO COMPLY W/ ADEQ REGULATIONS (4TH QTR)	170.00	
	5533		01/02/2017	WW ANALYSIS REQUIREMENT TO COMPLY W/ ADEQ REGULATIONS (4TH QTR)	115.00	
Check	01/12/2017	78209	Accounts Payable	G&T ALARM CO LLC		78.00
	Invoice		Date	Description	Amount	

City of San Luis

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Bank Account: 1BYPAYABLE - 1st BY Accounts Payable

Batch Date: 01/12/2017

Type	Date	Number	Source	Payee Name / Description	EFT Bank/Account	Transaction Amount
	9383M		01/01/2017	QUARTERLY ALARM MONITORING FOR COURTS	78.00	
Check	01/12/2017	78210	Accounts Payable	GREEN D. HENRY		260.00
	Invoice		Date	Description	Amount	
	2017-00000622		01/12/2017	PSPRS DECEMBER INS	260.00	
Check	01/12/2017	78211	Accounts Payable	GUARDIAN MEDICAL PRODUCTS, LLC		2,992.26
	Invoice		Date	Description	Amount	
	5708156		12/01/2016	V-VAC STARTER KIT SCUTION UNIT	320.85	
	5710631		12/15/2016	SUPPLIES FOR FIRE DEPT	697.20	
	5710261		12/14/2016	MEDICAL SUPPLIES	405.21	
	5710264		12/14/2016	MEDICAL SUPPLIES	370.00	
	5709427		12/08/2016	MEDICAL SUPPLIES	1,199.00	
Check	01/12/2017	78212	Accounts Payable	GUERRA , RUTH		400.00
	Invoice		Date	Description	Amount	
	028		01/06/2017	INTERPRETATION SERVICES FOR THE COURT - 01/03/17-01/06/17	400.00	
Check	01/12/2017	78213	Accounts Payable	GUTIERREZ , JUAN F		350.00
	Invoice		Date	Description	Amount	
	17-02		01/10/2017	PHOTOGRAPHY	350.00	
Check	01/12/2017	78214	Accounts Payable	HAJOCA CORPORATION		1,444.32
	Invoice		Date	Description	Amount	
	S148468787.001		10/04/2016	MATERIAL TO REPLACE PIPES F/ AIR RELIEF SYSTEM@LIFTSTATIONS	656.16	
	S148468854.001		10/12/2016	TOOL TO THREAD ON METAL PIPES	788.16	
Check	01/12/2017	78215	Accounts Payable	IPS GROUP INC		564.44
	Invoice		Date	Description	Amount	
	21953		11/30/2016	MONTHLY PARKING METER FEES	564.44	
Check	01/12/2017	78216	Accounts Payable	JAMES COOKE & HOBSON INC.		12,688.10
	Invoice		Date	Description	Amount	
	353195		11/15/2016	REPLACE DAMAGED BOOSTER PUMP #1@WS#4	12,688.10	
Check	01/12/2017	78217	Accounts Payable	LEXIS NEXIS RISK DATA MANAGEMENT INC.		110.71

City of San Luis

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Bank Account: 1BYPAYABLE - 1st BY Accounts Payable

Batch Date: 01/12/2017

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
	Invoice		Date	Description		Amount
	1499424-20161130		12/20/2016	MONTHLY SUBSCRIPTION FOR PD		110.71
Check	01/12/2017	78218	Accounts Payable	LG ON SITE LLC		651.54
	Invoice		Date	Description		Amount
	SO-006445		12/22/2016	PURCHASE OF PAINT NEEDED TO MARK ALL PARK FIELDS AROUND CITY		651.54
Check	01/12/2017	78219	Accounts Payable	LOPEZ , ROCIO S		230.00
	Invoice		Date	Description		Amount
	2017-00000620		12/20/2016	PD CHRISTMAS PARTY FOOD		230.00
Check	01/12/2017	78220	Accounts Payable	LOWE'S HIW, INC.		554.33
	Invoice		Date	Description		Amount
	925186		11/23/2016	PURCHASE OF TILE (8-CT) FOR CULTURAL CENTER		238.16
	-925195		12/06/2016	MATERIAL TO R/R RECYCLED CONTAINERS/PAINT CURBS/TOOLS F/ HW CREW		316.17
Check	01/12/2017	78221	Accounts Payable	LPC CONSTRUCTION, INC		218,199.91
	Invoice		Date	Description		Amount
	2017-00000624		01/12/2017	JUAN SANCHEZ BLVD LIFTSTATION PROJECT/PAYMENT APP #3		218,199.91
Check	01/12/2017	78222	Accounts Payable	NAPA AUTO PARTS		53.95
	Invoice		Date	Description		Amount
	309954		12/19/2016	STEERING WHEEL SPINNERS (KNOB) FOR SW TRUCKS		53.95
Check	01/12/2017	78223	Accounts Payable	O'REILLY AUTO PARTS		795.05
	Invoice		Date	Description		Amount
	2771-403222		12/27/2016	FIRE AMB 7630 EE328		53.74
	2771-403485		12/29/2016	FIRE 3237 EE610		264.89
	2771-403208		12/27/2016	BUILDN SAF 1321 EE180		27.21
	2771-403479		12/29/2016	CREDIT		(27.21)
	2771-403435		12/29/2016	PD 2432 EE610		69.72
	2771-403170		12/27/2016	BUILDN SAF 1520 EE180		65.54
	2771-403436		12/29/2016	SW 3796 EE328		202.65
	2771-403305		12/28/2016	PARKS 4055 EE610		32.22
	2771-403320		12/28/2016	PD 0566 EE 610		8.85
	2771-403332		12/28/2016	FACILITIES 1337 EE180		26.18

City of San Luis

Payment Batch Register

Bank Account: 1BYPAYABLE - 1st BY Accounts Payable

Batch Date: 01/12/2017

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
	2771-403456		12/29/2016	PD 2432 EE610	51.01	
	2771-403480		12/29/2016	BUILDN SAF 1521 EE610	20.25	
Check	01/12/2017	78224	Accounts Payable	OFFICE DEPOT		591.42
	Invoice		Date	Description	Amount	
	885055256001		12/08/2016	OFFICE SUPPLIES FOR IT DEPT	73.95	
	888963902001		12/21/2016	OFFICE SUPPLIES FOR FOR FINANCE	43.92	
	885255716001		12/08/2016	OFFICE SUPPLIES FOR UTILITIES	136.77	
	881762175002		12/05/2016	OFFICE SUPPLIES FOR HR	14.41	
	881967320001		11/29/2016	OFFICE SUPPLIES FOR CITY ATTORNEY	16.28	
	881967218001		11/29/2016	OFFICE SUPPLIES FOR CITY ATTORNEY	76.77	
	881774963001		11/29/2016	OFFICE SUPPLIES FOR UTILITIES	64.54	
	881774943001		11/29/2016	OFFICE SUPPLIES FOR UTILITIES	71.29	
	874633459001		10/27/2016	OFFICE SUPPLIES FOR BUILDN SAFETY	70.85	
	861970274001		08/08/2016	OFFICE SUPPLIES FOR CITY ATTORNEY	16.03	
	881762175003		12/08/2016	OFFICE SUPPLIES FOR HR	6.61	
Check	01/12/2017	78225	Accounts Payable	ONE SOURCE DISTRIBUTOR LLC		2,297.94
	Invoice		Date	Description	Amount	
	S5334039.001		12/30/2016	REPLACEMENT PART IN ELECTRICAL PANEL F/ DIGESTER #1@EAST WWTP	2,297.94	
Check	01/12/2017	78226	Accounts Payable	PAUL CONWAY SHIELDS		172.47
	Invoice		Date	Description	Amount	
	0392908-IN		10/20/2016	SUPPLIES FOR FIRE DEPT	172.47	
Check	01/12/2017	78227	Accounts Payable	PHOENIX UNIFORMS		2,453.95
	Invoice		Date	Description	Amount	
	982721		12/15/2016	UNIFORMS FOR PD	2,453.95	
Check	01/12/2017	78228	Accounts Payable	PINNACLE MEDICAL GROUP, AZ-P.C		35.00
	Invoice		Date	Description	Amount	
	43645-112116		11/30/2016	WC DRUG SCREEN RAPID -F.SILVA	35.00	
Check	01/12/2017	78229	Accounts Payable	PROFESSIONAL PEST CONTROL LLC		1,840.00
	Invoice		Date	Description	Amount	
	2185		12/21/2016	PEST CONTROL @BUSINESS INCUBATOR	40.00	

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Bank Account: 1BYPAYABLE - 1st BY Accounts Payable

Batch Date: 01/12/2017

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
	2189		12/23/2016	TERMITE SERVICE FOR VARIOUS DEPTS AT CITY HALL	1,800.00	
Check	01/12/2017	78230	Accounts Payable	PROFORCE LAW ENFORCEMENT		72.48
	Invoice		Date	Description	Amount	
	289335		10/13/2016	TASER AMMUNITION FOR PD	36.24	
	293612		11/22/2016	TASER AMMUNITION FOR PD	36.24	
Check	01/12/2017	78231	Accounts Payable	PURCELL TIRE CO.		556.57
	Invoice		Date	Description	Amount	
	6895504		01/05/2017	PURCHASE FOUR TIRES FOR POLICE VIN #3203	556.57	
Check	01/12/2017	78232	Accounts Payable	QUAIL CONSTRUCTION, LLC		234.17
	Invoice		Date	Description	Amount	
	56616		12/22/2016	STREET SIGNS F/ 'U' ST & FIRST AVE INTERSECTION	234.17	
Check	01/12/2017	78233	Accounts Payable	R&M ELECTRIC SUPPLY LLC		1,402.40
	Invoice		Date	Description	Amount	
	1019		12/26/2016	MATERIAL F/ LIGHTING F/ NEW SHADE STRUCTURE PROJECT@WEST WWTP	1,402.40	
Check	01/12/2017	78234	Accounts Payable	RAMON MOSQUEDA		195.00
	Invoice		Date	Description	Amount	
	2682		01/09/2017	EMBROIDERY SERVICES FOR UNIFORM SHIRTS FOR PARKS	195.00	
Check	01/12/2017	78235	Accounts Payable	REAL PURIFIED WATER LLC		56.91
	Invoice		Date	Description	Amount	
	17455		11/30/2016	WATER SERVICES FOR SENIOR CENTER	8.13	
	16770		10/23/2016	WATER SERVICES FOR SENIOR CENTER	8.13	
	14495		08/30/2016	WATER SERVICES FOR SENIOR CENTER	8.13	
	16270		01/12/2017	WATER SERVICES FOR SENIOR CENTER	8.13	
	17475		12/22/2016	WATER SERVICES FOR SENIOR CENTER	8.13	
	18570		01/12/2017	WATER SERVICES FOR SENIOR CENTER	8.13	
	13784		01/12/2017	WATER SERVICES FOR SENIOR CENTER	8.13	
Check	01/12/2017	78236	Accounts Payable	SAN DIEGO POLICE EQUIPMENT CO.		6,268.26
	Invoice		Date	Description	Amount	
	625880		12/27/2016	TARGET/FIREARM ACCESSORIES FOR PD	6,268.26	

City of San Luis

Payment Batch Register

Bank Account: 1BYPAYABLE - 1st BY Accounts Payable

Batch Date: 01/12/2017

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	01/12/2017	78237	Accounts Payable	SAN LUIS AZ NEWS		468.00
	Invoice		Date	Description		Amount
	6000		12/23/2016	CITY COUNCIL CHRISTMAS AND NEW YEAR GREETINGS		468.00
Check	01/12/2017	78238	Accounts Payable	SIGN MASTERS		81.31
	Invoice		Date	Description		Amount
	38904		10/13/2016	REFLECTIVE BATCH OF DECALS FOR EMER MED. TECH		81.31
Check	01/12/2017	78239	Accounts Payable	SOUTH YUMA COUNTY LANDFILL		12,433.26
	Invoice		Date	Description		Amount
	9556		12/15/2016	LANDFILL FEES FROM 120116-121316		12,433.26
Check	01/12/2017	78240	Accounts Payable	STATE BAR OF ARIZONA		530.00
	Invoice		Date	Description		Amount
	2017-00000618		01/12/2017	MEMBERSHIP FOR K.MACUIL		530.00
Check	01/12/2017	78241	Accounts Payable	SUN RENTAL AND SALES INC.		355.61
	Invoice		Date	Description		Amount
	178981		12/29/2016	PURCHASE OF CHAINS NEEDED FOR PARKS DEPT. CHAINSAWS		72.20
	178843		12/21/2016	OIL F/ BLOWERS & CONCRETE SAW EQUIPMENT & PPE GEAR		283.41
Check	01/12/2017	78242	Accounts Payable	THE LOZANO LAW FIRM		1,600.00
	Invoice		Date	Description		Amount
	312		12/21/2016	ATTORNEY FEES		400.00
	313		12/21/2016	ATTORNEY FEES		400.00
	314		12/21/2016	ATTORNEY FEES		400.00
	315		12/21/2016	ATTORNEY FEES		400.00
Check	01/12/2017	78243	Accounts Payable	TIME WARNER CABLE		2,444.71
	Invoice		Date	Description		Amount
	0383NOV.DEC.JAN		01/12/2017	CABLE SERVICES		458.60
	5595NOV.DEC.JAN		01/12/2017	ISP FOR CITY HALL AND REMOTE SITES		1,986.11
Check	01/12/2017	78244	Accounts Payable	TORNADO FENCE LLC		3,485.00
	Invoice		Date	Description		Amount
	2017-00000621		01/04/2017	REPLACE OLD FENCE@LAKIN LIFTSTATION		3,485.00

City of San Luis

Payment Batch Register

Bank Account: 1BYPAYABLE - 1st BY Accounts Payable

Batch Date: 01/12/2017

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	01/12/2017	78245	Accounts Payable	UNIVERSAL BACKGROUND SCREENING INC		734.00

Invoice	Date	Description	Amount
201611001962	11/30/2016	BACKGROUND CHECKS FOR NEW HIRES/VOLUNTEERS-NOV16	118.00
201612001962	12/31/2016	BACKGROUND CHCKS FOR NEW HIRES/VOLUNTEERS - DEC16	616.00

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	01/12/2017	78246	Accounts Payable	VELEZ CONSULTING SERVICES		2,925.00

Invoice	Date	Description	Amount
2017-00000625	01/12/2017	CONSULTING SERVICES FOR THE WEEK OF 01/02/17	1,495.00
2017-00000626	01/12/2017	CONSULTING SERVICES FOR THE WEEK OF 01/09/17	1,430.00

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	01/12/2017	78247	Accounts Payable	VILLAR, GLORIA		100.00

Invoice	Date	Description	Amount
CR.2014000081	01/12/2017	RESTITUTION PYMT	100.00

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	01/12/2017	78248	Accounts Payable	WATCHGUARD VIDEO		18,512.84

Invoice	Date	Description	Amount
4ELXINV0003119	12/02/2016	3 CAMERAS FOR MOTORCYCLES PD	18,512.84

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	01/12/2017	78249	Accounts Payable	WAXIE SANITARY SUPPLY		1,630.73

Invoice	Date	Description	Amount
76420870	12/27/2016	SOAP DISPENSERS-CULTURAL & SENIOR CTR RESTROOMS	161.41
76420872	12/27/2016	PURCHASE OF JANITORIAL ITEMS FOR PARKS DEPARTMENT	929.87
76410008	12/19/2016	JANITORIAL SUPPLIES	539.45

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	01/12/2017	78250	Accounts Payable	WESTERN SUN SYSTEMS, INC		300.00

Invoice	Date	Description	Amount
30690	12/01/2016	ALARM MONITORING	300.00

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	01/12/2017	78251	Accounts Payable	YUMA COUNTY RECORDER'S OFFICE		14,464.82

Invoice	Date	Description	Amount
16-21725	12/20/2016	RECORDING FEES FOR CLERK'S OFFICE	105.50
16-21875	12/22/2016	RECORDING FEES FOR CLERK'S OFFICE	10.50
16-19775	11/17/2016	RECORDING FEES FOR CLERK'S OFFICE	970.00
16-19814	11/17/2016	RECORDING FEES FOR CLERK'S OFFICE	8.00
16-16981	10/04/2016	RECORDING FEES FOR CLERK'S OFFICE	26.50

Schedule H

City of San Luis

Payment Batch Register

Bank Account: 1BYPAYABLE - 1st BY Accounts Payable

Batch Date: 01/12/2017

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
	2017-00000636		12/18/2016	POSTAGE METER - DECEMBER 2016	74.44	
Check	01/12/2017	78267	Accounts Payable	RAMOS , MARIA CECILIA		108.00
	Invoice		Date	Description	Amount	
	RAMOS 011817		01/12/2017	TRAVEL - BTA MEETING	108.00	
Check	01/12/2017	78268	Accounts Payable	RUIZ , OSCAR		327.00
	Invoice		Date	Description	Amount	
	RUIZ011517		01/12/2017	TRAVEL - AZPOST FIREARMS INSTRUCTOR SCHOOL	327.00	
Check	01/12/2017	78269	Accounts Payable	SAN LUIS SPEAR POINT SOLAR I, LLC		16,793.16
	Invoice		Date	Description	Amount	
	000625		12/31/2016	SOLAR POWER DELIVERED - DECEMBER 2016	16,793.16	
Check	01/12/2017	78270	Accounts Payable	ST. LOUIS, KETIE		91.00
	Invoice		Date	Description	Amount	
	ST.LOUIS 011817		01/12/2017	TRAVEL - FULFILL CPE REQUIREMENTS FOR CPA LICENSE	91.00	
Check	01/12/2017	78271	Accounts Payable	TORRES , CARLOS		81.30
	Invoice		Date	Description	Amount	
	TORRES011217		01/12/2017	REIMBURSEMENT - STEEL TOE BOOTS	81.30	
Check	01/12/2017	78272	Accounts Payable	VALENZUELA, JAIME		236.00
	Invoice		Date	Description	Amount	
	VALENZUELA010317		01/12/2017	TRAVEL - FEDERAL SUBPOENA FOR TRIAL	236.00	
Check	01/12/2017	78273	Accounts Payable	ZATARAIN, EDUARDO		100.00
	Invoice		Date	Description	Amount	
	ZATARAIN011217		01/12/2017	REIMBURSEMENT - STEEL TOE BOOTS	100.00	
1BYPAYABLE 1st BY Accounts Payable Totals:				Transactions: 16		$19,326.22

Checks: 16 $19,326.22

Prepared By:
Maggie Dominguez
Date: 1/12/17

City of San Luis

Payment Batch Register

Bank Account: 1BYPAYABLE - 1st BY Accounts Payable

Batch Date: 01/12/2017

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Bank Account: 1BYPAYABLE - 1st BY Accounts Payable						
Check	01/12/2017	78258	Accounts Payable	CORREA , ENRIQUE		193.00
	Invoice		Date	Description		Amount
	CORREA 011716		01/12/2017	TRAVEL - THE WORLD OF CONCRETE		193.00
Check	01/12/2017	78259	Accounts Payable	DE LOS REYES , JUAN		268.00
	Invoice		Date	Description		Amount
	DLR011617		01/12/2017	TRAVEL - AZPOST FIELD TRAINING OFFICER		268.00
Check	01/12/2017	78260	Accounts Payable	FIGUEROA, VICTOR		130.62
	Invoice		Date	Description		Amount
	FIGUEROA 011217		01/12/2017	REIMBURSEMENT - LODGING FEE FOR AZ DEPT OF HS GRANT SEMINAR		130.62
Check	01/12/2017	78261	Accounts Payable	GALVAN , JESUS		193.00
	Invoice		Date	Description		Amount
	GALVAN011717		01/12/2017	TRAVEL - THE WORLD OF CONCRETE		193.00
Check	01/12/2017	78262	Accounts Payable	HERRERA, EDGAR		193.00
	Invoice		Date	Description		Amount
	HERRERA 011716		01/12/2017	TRAVEL - THE WORLD OF CONCRETE		193.00
Check	01/12/2017	78263	Accounts Payable	LOPEZ, ENRIQUE		91.00
	Invoice		Date	Description		Amount
	LOPEZ 010417		01/12/2017	TRAVEL - WACEMS MEETING		91.00
Check	01/12/2017	78264	Accounts Payable	MORENO , ANDREA		130.62
	Invoice		Date	Description		Amount
	MORENO 011217		01/12/2017	REIMBURSEMENT - LODGING FEE FOR AZ DEPT OF HS GRANT SEMINAR		130.62
Check	01/12/2017	78265	Accounts Payable	POLAR ICE LLC		316.08
	Invoice		Date	Description		Amount
	66963		12/15/2016	ICE MACHINE LEASE - FACILITIES		150.01
	66964		12/15/2016	ICE MACHINE LEASE - PUBLIC WORKS		166.07
Check	01/12/2017	78266	Accounts Payable	PURCHASE POWER		74.44
	Invoice		Date	Description		Amount

AGENDA ITEM REVIEW FORM

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

Meeting Date: 01/25/2017

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

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

Action Requested: Motion

ITEM:

Discussion and possible action on any and all matters regarding the Price Center parking lot projects and request to ratify and to waive formal purchase procedures as authorized by San Luis City Code-Purchasing, Section 36.01 (H). **(Jenny Torres, Community Development Director)**

SUMMARY:

The Price Center is a City-owned building which is about 20 years old. The Price Center parking lot was in need of repairs both for routine maintenance and to encourage more tenants. Staff evaluated the parking lot which resulted in establishing two (2) different repair projects. Total cost for the combined projects was **$39,170.00.**

1. <u>The Front Parking Area Repair Project</u>

The first repair project was located at the front parking lot. The process for repair involved crack seal and preserving it with slurry seal and re-striping.

The crack seal repairs and re-striping was done by Marco Seal Coating and Paving in a combined amount of $6,370.00.

The slurry seal was done by American Pavement Preservation in the amount of $12,402.71. The City piggy-backed with the City of Yuma Slurry Seal Service Bid #2016-2000004 which complies with the San Luis City Code-Purchasing, Section 36.09, Cooperative Purchasing.

2. <u>The Second Parking Area Repair Project</u>

The second repair project was located at the back and side parking areas. The process for repair for the second project involved setting a one-inch (1") asphaltic overlay.

Per San Luis City Code-Purchasing, Section 36.01 (D), staff requested three (3) quotes from contractors on October 26, 2016 for a 1" asphaltic overlay. Only two (2) contractors responded and submitted price quotations. Marco Seal Coating and Paving was the lowest quote in the amount of $32,800.00.

<u>Reason for bringing this item to City Council</u>

Although the two projects are distinct and separate projects, from a finance prospective, it may be confusing because the contractor for part of the first project submitted a quote for the second project and both projects involve the Price Center. Looking at the total amount paid to Marco Seal Coating and Paving for both projects it is $4,170.00 above the $35,000.00 limit pursuant to San Luis City Code-Purchasing, Section 36.01 (D) which allows for 3 verbal quotes. Combing both would require a

formal bidding process under San Luis City Code-Purchasing, Section 36.01 (D).

A formal bid process was not undertaken as staff appropriately categorized the work being done as two (2) separate projects. The time constraints to undertake the project in this matter allowed the City to have substantial cost savings. A formal bid process would have taken more time and would have resulted in a higher expense.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO RATIFY THE COST OF THIRTY-NINE THOUSAND ONE-HUNDRED DOLLARS($39,170.00) FOR THE TWO PRICE CENTER PARKING LOT REPAIR PROJECTS AS PRESENTED AND WAIVE FORMAL PURCHASE PROCEDURES UNDER SAN LUIS CITY CODE-PURCHASING, SECTION 36.01(H).

Supporting information not attached to the Agenda Item Review Form:

N/A

Document to be Recorded?: No

N/A

Fiscal Impact

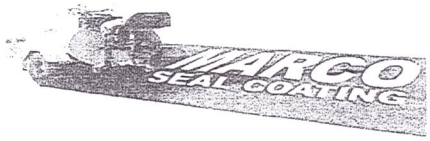
IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:	Yes
CITY/STATE/FEDERAL FUNDS:	City
TOTAL:	$39,170.00
BUDGETED:	$398,670.00
AVAILABLE TO TRANSFER:	$348,123.00
GL ACCT # & NAME/REMAINING BALANCE BEFORE PURCHASE:	802-820-90005 Improv Build/ $348,123.00 Remaining Balance

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

Repairs were paid from Capital Outlay- Improvement Building

Attachments

Invoices
City of Yuma Slurry Seal Service Bid #2016-2000004
Overlay Quotes
Price Center Parking Lot



Invoice

Marco Seal Coating & Paving LLC

Phone Number: (928) 287-2239
Email: mpaving7@gmail.com

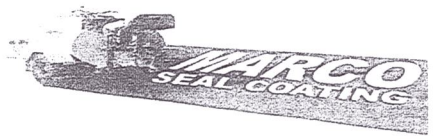
BILL TO:
Price Center 580 San Luis Plaza Dr San Luis, AZ

Account #	Invoice Date	Due Date	Sales Rep	Terms	Tax ID
	11/02/2016	11/7/2016	Marco Venegas		20-5534634

Description of Service	Total
Crack Repair Removed dirt and debris from cracks and input new asphalt crack filler using Deery 200 Hot Rubberized Asphalt Crack Seal material.	$4675.00

Thank You	Sale Amount	$4675.00
	Sales Tax	
	Total	$4675.00

11/2/16



Invoice

Marco Seal Coating & Paving LLC

Phone Number: (928) 287-2239
Email: mpaving7@gmail.com

BILL TO:
Price Center 580 San Luis Plaza Dr San Luis, AZ

Account #	Invoice Date	Due Date	Sales Rep	Terms	Tax ID
	11/08/2016	11/11/2016	Marco Venegas		20-5534634

Description of Service	Total
Striping Restriped all lines, arrows and handicap symbols existing using reflective traffic paint.	$1,695.00

Thank You	Sale Amount	$1695.00
	Sales Tax	
	Total	1695.00

11/16/16

Progress Billing Invoice

From: American Pavement Preservation LLC
4725 E. Cartier Ave.
Las Vegas, NV 89115

To: CITY OF SAN LUIS
1090 EAST UNION STREET
SAN LUIS, AZ 85349

Invoice #: 9369
Date: 11/23/16
Application #: 2
Invoice Due Date: 12/23/16
Payment Terms: Net 30 days

Contract: 61646- 1 SAN LUIS - FALL SLURRY SEAL

Cont Item	Description	Contract Amount	Contract Quantity	Quantity This Period	Quantity JTD	U/M	Unit Price	Amount This Period	Amount To-Date	% Compl
4	TYPE 2 SLURRY SEAL - PARING LOT	12,402.71	10,757.00	10,757.00	10,757.00	SY	1.15299	12,402.71	12,402.71	100.00%

Total Billed To Date:	89,321.00
Less Retainage:	0.00
Less Previous Applications:	76,918.29
Total Due This Invoice:	12,402.71

CITY OF YUMA
PURCHASING DIVISION
NOTICE OF INVITATION FOR FORMAL BID

BID NUMBER: 2016-20000024

BID TITLE: Slurry Seal Services

BID DUE DATE AND TIME:

Tuesday, September 15, 2015 @ 2:00 pm Arizona Time

SCOPE OF WORK: Purchase and Delivery of Slurry Seal Services. This will be a one-year contract with the option to renew for four additional one-year periods, one period at a time based on performance and availability of funds.

BID OPENING AND SUBMITTAL LOCATION:

Please submit your bid to:

City of Yuma
Purchasing Division
One City Plaza
Yuma, AZ 85364-1436

Vendor shall return the Bid Form in a sealed envelope that clearly identifies the bid number, vendor's name and address. Bids must be received in the office of Purchasing Division, One City Plaza, Yuma, Arizona 85364 no later than the time stated in the bid. The time/date recorder located in the Purchasing Division Office will be used to record the official time of receipt.

SPECIAL NOTE: All Bidders must register with www.AZPurchasing.org. Please be advised if this solicitation is received by other than downloading the solicitation directly from www.AZPurchasing.org, you may not receive all the required documents. The City of Yuma will not accept any bids that are not on a City of Yuma Bid Form, which accompanies this solicitation.

VENDORS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE BID.

CITY OF YUMA
Slurry Seal Services
Bid #2010000419

2/3/2016

American Pavement Preservation, LLC
Las Vegas, NV

Vendor Contact: **Eric Reimschiissel @ (702) 249-5811 or ericr@americanpave.com**

Delivery: 45 Days ARO **Payment: Net 30 Days**

1.	**Emulsified Asphalt to be CQS-1H**	
2.	**Type II Slurry Seal with CQS-1H TR (Tire Rubber Modified) or LMCQS**	
	12 lbs	**$1.1530**
	13 lbs	**$1.2490**
	14 lbs	**$1.3450**
	15 lbs	**$1.4400**
	16 lbs	**$1.5300**
3.	**Type III Slurry Seal CQS-1H (TR) (Tire Rubber Modified 18 to 20 lbs**	**$1.9200**
4.	**Any additional lbs per sq yd of aggregate would be $.0961 per lb per sq yd over the 12 lb agreed price**	

This information is not the official results but is for informational purposes only. Please contact the Purchasing Division for further information.

116012

City of YUMA

Purchase Order Number Must Appear On All Invoices, Bill of Lading and Any Correspondence.

Bill To
City of Yuma - Accounting
One City Plaza
YUMA, AZ 85364
Payables@YumaAZ.Gov

Ship To
Street Division
155 W 14th St
Yuma, AZ 85364

Purchase Order
No. 2016-40000388

11/22/15

Vendor 112143 AMERICAN PAVEMENT PRESERVATION LLC

Contact
AMERICAN PAVEMENT PRESERVATION LLC
4725 E CARTIER AVENUE
LAS VEGAS, NV 89115

Deliver by 10/20/16
Bid # 2016-20000024 1 of 5
Freight Terms
Buyer MARY E ROMAN
Contract #
Purchasing (928) 373-5114

Quantity U/M	Description	Unit Cost	Total Cost
250000.0000 DL	Reseal	$1.0000	$250,000.00

Item Description TYPE 2 AND TYPE 3 SLURRY SEAL
Detail Description To be ordered as needed:
1. Emulsified Asphalt CQS -1H - $1.017
2. Type II Slurry Seal with CQS-1H TR - $1.153
(TR - Tire Rubber Modified)

G/L Account	*Project*	*Amount*	*Percent*
101-40-31-STPM.6501 (Maintenance of Facilities)			100.00%

Total $250,000.00

Authorized Signature

Special Instructions
Approved by Council - October 21, 2015
Vendor Contact: Eric Reimschiissel @ (702)507-5444; ericr@americanpave.com
City of Yuma Contact Martin Agundez @ (928) 373-4548

The City's Standard Terms and Conditions can be found at www.YumaAz.gov

Formal Bid

SLURRY SEAL SERVICES BID FORM

COPY

City of Yuma
Bid #2016-20000024

INSTRUCTIONS: COMPLETE THE SHADED AREAS ONLY. Return this completed document in a sealed envelope by mail to: City of Yuma, Purchasing Division, One City Plaza, Yuma, Arizona 85364-1436, with the bid number, vendor's name and address. Return no later than the time and date as stated in the bid. For best results, please complete this as a fill form and do not hand write your data. No other price pages or format acceptable.

The Vendor hereby offers and agrees to furnish, deliver and install materials, labor and all costs associated and in compliance with all terms, conditions, specifications, and any addenda to this bid. Failure to comply with the aforementioned may result in disqualification of the bid.

Prices quoted must remain firm - fixed prices for the first TWELVE (12) months, renewable for four (4) additional one year terms, one year at a time. It will be the vendor's responsibility to notify City of any price change thirty (30) days prior to the anniversary date of contract renewal. Failure to do so may result in the denial of any increase requested. The contract will automatically be renewed annually at the same price (s) if no request has been received.

In the event of an unpredictable change in the market that affects the then current contract price, the Vendor may submit justification for a price adjustment. The Contract Administrator and Purchasing Agent will review the justification and determine applicable price adjustment. Upon return to normal market conditions, the price will be adjusted to the price established by the original contract terms. The Purchasing Agent will be the final authority on any price adjustment due to unpredictable market change. If the Vendor, Manufacturer or Supplier at anytime during the course of this contract, makes a general price decrease to the Vendor, the Vendor must promptly notify the City in writing and extend such decrease to the City effective on the date of such general price decrease.

SPECIAL NOTE: All Bidders must register with www.AZPurchasing.org. Please be advised if the solicitation accompanying this Bid Form is received by other than downloading the solicitation directly from www.AZPurchasing.org, you may not receive all the required documents. The City of Yuma will not accept any bids that are not on this Bid Form.

	Delivery is guaranteed within:	**15**	days, after Receipt of Order (ARO)?
Date	**September 15, 2015**		
To:	City of Yuma, Yuma, Arizona		
From:	Vendor *(Business Name)*	Owner's Name	
	American Pavment Preservation	**APP Holdings**	
	Physical Business Address *(No PO Box)*		
	4725 East Cartier Avenue		
	Mark if City or Town		
	City ☑ Town ☐		
	County		
	Clark County Nevada		
	City		
	Las Vegas		
	State & ZIP		
	Nevada 89115		
	Telephone Number	Cellular Telephone Number	
	702-507-5444	**702-249-5811**	
	Fax		
	702-644-0128		
	E-mail Address		
	ericr@americanpave.com		

Return This Page

SLURRY SEAL SERVICES
BID FORM

ITEM NO.	DESCRIPTION	EST QTY	UOM	UNIT COST	TOTAL COST
1.	Emulsified Asphalt to be CQS-1H	200,000	Sq Yds	$1.017	$203,400.00
2.	Type II Slurry Seal with CQS-1H TR (Tire Rubber Modified)	200,000	Sq Yds	$1.153	$230,600.00
PROMPT PAYMENT DISCOUNT: As stated in the "Standard Terms & Conditions", "Discounts" the price(s) quoted herein can be discounted by:		0	%, if payment is made within	30	days.

NOTE: Unless Prompt Payment Discount is specified above, A NET/30 will be considered in determining the bid award.

Federal Taxpayer ID #	88-0453460

This number will be in the format of XX-XXXXXXX or XXX-XX-XXXX, meaning that a taxpayer ID number is nine numbers only, no letters, and the format is for an employer ID number or a social security number. Do not list your State tax license number here.

Name of your City	Las Vegas Nevada
Your City's Sales Tax %	8.10%
City of Yuma Business License #	CNTR 006718 01 2015
Is your Business located in the City Limits of Yuma?	YES ☐ NO ☑

By signing this document, Vendor agrees that the offered products complies with all specifications and additional requirements as stated in this bid. If there are any specifications or requirements, which you cannot comply with, please name and describe the nonconformance in the area provided below.

I hereby state the products I am offering complies with all specifications and requirements as stated in this bid, and any nonconformance issued have been recorded below:

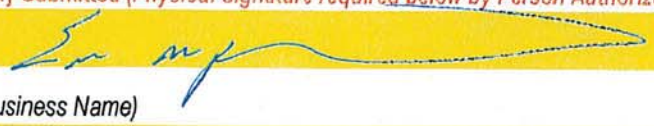
Item No.	Found on Page #	

If additional space is needed, please attach another sheet.

SLURRY SEAL SERVICES
BID FORM

Arizona Revised Statutes Compliance - Verification of Employment Eligibility
Verification of Employment Eligibility: Pursuant to A.R.S. § 41-4401, "After September 30, 2008, a government entity shall not award a contract to any Company or subcontractor that fails to comply with" the requirements of A.R.S. § 23-214. Section 23-214 imposes requirements upon employers to verify the employment eligibility of all its employees as set forth in that statute and its related definitions.
The City of Yuma will not enter into a contract with any Company or its providers or subcontractors that is/are not are in compliance with the requirements of A.R.S. § 23-214. All bidders and proposers agree and acknowledge that the City of Yuma is relying on the representations set forth in this Verification of Employment Eligibility form and would not consider a bid or proposal without the completion of this form by the bidder or proposer.
By signing below, Company, as named below, represents and warrants that this company is in full compliance with all federal, state, and local laws, rules, and regulations regarding employment eligibility of all its employees, including use of the requirements of A.R.S. § 23-214, and Company shall remain in compliance during the term of any (Contract)(Agreement) that it is awarded by the City of Yuma.
Company further represents and warrants that all providers or subcontractors providing goods or services under this (Contract)(Agreement) are in compliance with all federal, state, and local laws, rules and regulations regarding employment eligibility of all employees, including A.R.S. § 23-214, and that Company shall require all providers and subcontractors to remain in compliance during the term of any (Contract)(Agreement) that Company has with the City of Yuma.
Company shall defend, indemnify and hold the City of Yuma harmless from any loss, damage, expense, liability, penalty, claim, or fee (including reasonable attorneys fees) caused by or arising from, directly or indirectly, in whole or in part, any false or inaccurate representation set forth above, breach of any warranties set forth above, and/or any other failure to comply with A.R.S. § 23-214 or any other requirements of this Verification of Employment Eligibility form.
Under the provisions of A.R.S. § 41-4401, Company hereby warrants to the City that the Company and each of its subcontractors ("Subcontractors") will comply with, and are contractually obligated to comply with, all Federal Immigration laws and regulations that relate to their employees and AIR'S. § 23-214(A) (hereinafter "Company Immigration Warranty").
A breach of the Company Immigration Warranty shall constitute a material breach of this Contract and shall subject the Company to penalties up to and including termination of this Contract at the sole discretion of the City.
The City retains the legal right to inspect the papers of any Company or Subcontractors employee who works on this Contract to ensure that the Company or Subcontractor is complying with the Company Immigration warranty. Company agrees to assist the City in regard to any such inspections.
The City may, at its sole discretion, conduct random verification of the employment records of the Company and any of subcontractors to ensure compliance with Company's Immigration Warranty. Company agrees to assist the City in regard to any random verification performed.
Neither the Company nor any Subcontractor shall be deemed to have materially breached the Company Immigration Warranty if the Company or Subcontractor establishes that it has complied with the employment verification provisions prescribed by section 274A and 274B of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. § 23-214, Subsection A.
The provision of this Article must be included in any contract the Company enters into with any and all of its subcontractors who provide services under this Contract or any subcontract. "Services" are defined as furnishing labor, time or effort in the State of Arizona by a Company or subcontractor. Services include construction or maintenance of any structure, building or transportation facility or improvement to real property.

Respectfully Submitted *(Physical Signature required below by Person Authorized to sign)*



Vendor *(Business Name)*

AMERICAN PAVEMENT PRESERVATION LLC

Contact Name & Title

Eric M. Reimschiissel

Date September 15, 2015

CITY OF YUMA
BID #2016-20000024
SLURRY SEAL SERVICES

		Est Qty - Sq Yds	American Pavement Preservation Las Vegas, NV	Southwest Slurry Seal, Inc. Phoenix, AZ	VSS International Chandler, AZ
1.	Emulsified Asphalt to be CQS-1H	200,000	$1.017 $203,400.00	$1.210 $242,000.00	$1.480 $296,000.00
2.	Type II Slurry Seal with CQS-1H TR (Tire Rubber	200,000	$1.15 $230,600.00	$1.28 $256,000.00	$1.56 $312,000.00

This information is not the official results but is for informational purposes only.
Please contact the Purchasing Division for further information.

ATTACHMENT "A"

ISSA A105
Revised February 2010

Recommended Performance Guideline For Emulsified Asphalt Slurry Seal

A105 (Revised February 2010)

NOTICE

It is not intended or recommended that this guideline be used as a verbatim specification. It should be used as an outline, helping user agencies establish their particular project specification. Users should understand that almost all geographical areas vary as to the availability of materials. An effort should be made to determine what materials are reasonably available, keeping in mind system compatibility and specific job requirements. Contact ISSA for answers to questions and for a list of ISSA member contractors and companies.

International Slurry Surfacing Association
#3 Church Circle, PMB 250
Annapolis, MD 21401
(410) 267-0023
www.slurry.org

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RECOMMENDED PERFORMANCE GUIDELINE FOR EMULSIFIED ASPHALT SLURRY SEAL

1. SCOPE

The intent of this guideline is to aid in the design, testing, quality control, measurement and payment procedures for the application of Emulsified Asphalt Slurry Seal Surfacing.

2. DESCRIPTION

Slurry seal shall consist of a mixture of an emulsified asphalt, mineral aggregate, water, and additives, proportioned, mixed and uniformly spread over a properly prepared surface as directed by the Buyer's Authorized Representative (B.A.R.). The slurry seal shall be applied as a homogeneous mat, adhere firmly to the prepared surface, and have a skid-resistant texture throughout its service life.

3. SPECIFICATIONS

It is not normally required to run all tests on every project. A compilation of results from the listed tests should be indicative of system performance. Failure to meet specification for an individual test does not necessarily disqualify the system. If, for example, the system to be used on the project has a record of good performance, individual requirements for testing may be waived. Agency and testing methods are listed in the appendix (see Appendix A) and form a part of this guideline.

4. MATERIALS

4.1 EMULSIFIED ASPHALT

The emulsified asphalt, and emulsified asphalt residue, shall meet the requirements of AASHTO M 140 or ASTM D 977 for SS-1 or SS-1h. For CSS-1, CSS-1h, or CQS-1h, it shall meet the requirements of AASHTO M 208 or ASTM D 2397.
Each load of emulsified asphalt shall be accompanied with a Certificate of Analysis/Compliance to indicate that the emulsion meets the specifications.

4.2 AGGREGATE

4.2.1 GENERAL

The mineral aggregate used shall be the type specified for the particular application requirements of the slurry seal. The aggregate shall be crushed stone such as granite, slag, limestone, chat, or other high-quality aggregate, or combination thereof. To assure the material is 100 percent crushed, the parent aggregate will be larger than the largest stone in the gradation to be used.

4.2.2 QUALITY TESTS

The aggregate should meet agency specified polishing values and these minimum requirements:

TEST	TEST METHOD		SPECIFICATION
	AASHTO	ASTM	
Sand Equivalent Value of Soils and Fine Aggregate	T 176	D 2419	45 Minimum
Soundness of Aggregates by Use of Sodium Sulfate of Magnesium Sulfate	T 104	C 88	15% Maximum w/NA_2SO_4 25% Maximum w/$MgSO_4$
Resistance to Degradation of Small-Size Coarse Aggregate by Abrasion and Impact in the Los Angeles Machine[1]	T 96	C 131	35% Maximum

[1]The abrasion test is run on the parent aggregate.

4.2.3 GRADATION

When tested in accordance with AASHTO T 27 (ASTM C 136) and AASHTO T 11 (ASTM C 117), the mix design aggregate gradation shall be within one of the following bands (or one recognized by the local paving authority):

SIEVE SIZE		TYPE I PERCENT PASSING	TYPE II PERCENT PASSING	TYPE III PERCENT PASSING	STOCKPILE TOLERANCE FROM THE MIX DESIGN GRADATION
3/8	(9.5 mm)	100	100	100	
# 4	(4.75 mm)	100	90 - 100	70 - 90	± 5%
# 8	(2.36 mm)	90 - 100	65 - 90	45 - 70	± 5%
# 16	(1.18 mm)	65 - 90	45 - 70	28 - 50	± 5%
# 30	(600 um)	40 - 65	30 - 50	19 - 34	± 5%
# 50	(330 um)	25 - 42	18 - 30	12 - 25	± 4%
#100	(150 um)	15 - 30	10 - 21	7 - 18	± 3%
#200	(75 um)	10 - 20	5 - 15	5 - 15	± 2%

The gradation of the aggregate stockpile shall not vary by more than the stockpile tolerance from the mix design gradation (indicated in the table above) while also remaining within the specification gradation band. The percentage of aggregate passing any two successive sieves shall not change from one end of the specified range to the other end.

The aggregate will be accepted at the job location or stockpile based on five gradation tests sampled according to AASHTO T 2 (ASTM D 75). If the average of the five tests is within the stockpile tolerance from the mix design gradation, the material will be

accepted. If the average of those test results is out of specification or tolerance, the contractor will be given the choice to either remove the material or blend additional aggregate with the stockpile material to bring it into compliance. Materials used in blending must meet the required aggregate quality test specifications in Section 4.2.2 before blending and must be blended in a manner to produce a consistent gradation. Aggregate blending may require a new mix design.

Screening shall be required at the stockpile if there are any problems created by oversized materials in the mix.

Type I. This aggregate gradation is used to fill surface voids, address moderate surface distresses, and provide protection from the elements. The fineness of this mixture provides the ability for some crack penetration.

Type II. This aggregate gradation is used to fill surface voids, address more severe surface distresses, seal, and provide a durable wearing surface.

Type III. This aggregate gradation provides maximum skid resistance and an improved wearing surface.

4.3 MINERAL FILLER

Mineral filler may be used to improve mixture consistency and to adjust mixture breaking and curing properties. Portland cement, hydrated lime, limestone dust, fly ash, or other approved filler meeting the requirements of ASTM D 242 shall be used if required by the mix design. Typical use levels are normally 0.0 - 3.0 percent and may be considered part of the aggregate gradation.

4.4 WATER

The water shall be free of harmful salts and contaminants. If the quality of the water is in question, it should be submitted to the laboratory with the other raw materials for the mix design.

4.5 ADDITIVES

Additives may be used to accelerate or retard the break/set of the slurry seal. Appropriate additives, and their applicable use range, should be approved by the laboratory as part of the mix design.

5. LABORATORY EVALUATION

5.1 GENERAL

Before work begins, the contractor shall submit a signed mix design covering the specific materials to be used on the project. This design will be performed by a laboratory which has experience in designing Emulsified Asphalt Slurry Seal Surfacing. After the mix design has been approved, no material substitution will be permitted unless approved by the B.A.R.

ISSA can provide a list of laboratories experienced in slurry seal design.

5.2 MIX DESIGN

Compatibility of the aggregate, emulsified asphalt, water, mineral filler and other additives shall be evaluated in the mix design. The mix design shall be completed using materials consistent with those supplied by the contractor for the project. Recommended tests and values are as follows:

TEST	ISSA TB NO.	SPECIFICATION
Mix Time @ 77°F (25°C)	TB 113	Controllable to 180 Seconds Minimum
Slurry Seal Consistency	TB 106	0.79 – 1.18 inches (2.0 – 3.0 cm)
Wet Cohesion @ 30 Minutes Minimum (Set) @ 60 Minutes Minimum (Traffic)	TB 139 (For quick-traffic systems)	 12 kg-cm Minimum 20 kg-cm or Near Spin Minimum
Wet Stripping	TB 114	Pass (90% Minimum)
Wet-Track Abrasion Loss One-hour Soak	TB 100	75 g/ft^2 (807 g/m^2) Maximum
Excess Asphalt by LWT Sand Adhesion	TB 109 (Critical in heavy-traffic areas)	50 g/ft^2 (538 g/m^2) Maximum

The Wet Track Abrasion Test is performed under laboratory conditions as a component of the mix design process. The purpose of this test is to determine the minimum asphalt content required in a slurry seal system. The Wet Track Abrasion Test is not recommended as a field quality control or acceptance test. ISSA TB 136 describes potential causes for inconsistent results of the Wet Track Abrasion Test.

The mixing test is used to predict the time the material can be mixed before it begins to break. It can be a good reference check to verify consistent sources of material. The laboratory should verify that mix and set times are appropriate for the climatic conditions expected during the project.

The laboratory shall also report the quantitative effects of moisture content on the unit weight of the aggregate (bulking effect) according to AASHTO T19 (ASTM C29). The report must clearly show the proportions of aggregate, mineral filler (if used) and emulsified asphalt based on the dry weight of the aggregate.

The percentages of each individual material required shall be shown in the laboratory report. Based on field conditions, adjustments within the specific ranges of the mix design may be required.

The component materials shall be designed within the following limits:

COMPONENT MATERIALS	SUGGESTED LIMITS
Residual Asphalt	Type I: 10 - 16% Type II: 7.5 - 13.5% Type III: 6.5 - 12% (Based on dry weight of aggregate)
Mineral Filler	0.0 - 3.0% (Based on dry weight of aggregate)
Additives	As needed
Water	As required to produce proper mix consistency

5.3 MIX TOLERANCES

Tolerances for the slurry seal mixture are as follows:

a. After the residual asphalt content is determined, a variation ±1% by weight of dry aggregate will be permitted.
b. The slurry consistency, as determined according to ISSA TB No. 106, shall not vary more than ± 0.2" (± 0.5 cm) from the job mix formula after field adjustments.
c. The rate of application shall not vary more than ± 2 lb/yd^2 (± 1.1 kg/m^2) when the surface texture does not vary significantly.

6. EQUIPMENT

6.1 GENERAL

All equipment, tools, and machines used in the application of slurry seal shall be maintained in satisfactory working condition at all times.

6.2 MIXING EQUIPMENT

The machine shall be specifically designed and manufactured to apply slurry seal. The material shall be mixed by an automatic-sequenced, self-propelled, slurry seal mixing machine of either truck-mounted or continuous-run design. Continuous-run machines are those that are equipped to self-load materials while continuing to apply slurry seal. Either type machine shall be able to accurately deliver and proportion the mix components through a mixer and to discharge the mixed product on a continuous-flow basis. Sufficient storage capacity for all mix components is required to maintain an adequate supply to the proportioning controls.

The B.A.R. should decide which type of equipment best suits the specific project. In some cases, truck-mounted machines may be more suited, i.e. cul-de-sacs, small narrow roadways, parking lots, etc. On some projects, continuous-run equipment may be chosen due to the continuity of mix and the reduction of start-up joints. Generally, truck-mounted machines or continuous-run machines may be used on similar projects.

If continuous-run equipment is used, the machine shall provide the operator with full control of the forward and reverse speeds during application of the slurry seal. It shall be equipped with a self-loading device and opposite-side driver stations. The self-loading device, opposite-side driver stations, and forward and reverse speed controls shall be of original-equipment-manufacturer design.

6.3 PROPORTIONING DEVICES

Individual volume or weight controls for proportioning mix components shall be provided and properly labeled. These proportioning devices are used in material calibration to determine the material output at any time.

6.4 SPREADING EQUIPMENT

The mixture shall be placed uniformly by means of a spreader box attached to the paver and mechanically equipped, if necessary, to agitate and spread the material evenly throughout the box. With some quick-set systems, mechanical agitation may extend mix time. The slurry seal mixture shall have the proper consistency as it enters the spreader box. Spraying of additional water into the spreader box will not be permitted.

A front seal shall be utilized to ensure no loss of the mixture at the road contact point. The rear seal shall act as final strike-off and shall be adjustable. The spreader box and rear seal shall be designed and operated to provide uniform mix consistency behind the box. The spreader box shall have suitable means to side shift to compensate for variations in the pavement width. A burlap drag or other approved screed may be attached to the rear of the spreader box to provide a highly textured uniform surface. A drag stiffened by hardened slurry is ineffective and should be replaced immediately.

6.5 AUXILIARY EQUIPMENT

Suitable surface preparation equipment, traffic control equipment, hand tools, and other support and safety equipment necessary to perform the work shall be provided by the contractor.

7. CALIBRATION

Each mixing unit to be used in performance of the work shall be calibrated in the presence of the B.A.R. prior to the start of the project. Previous calibration documentation covering the exact materials to be used may be acceptable, provided the calibration was performed during the previous 60 days. The documentation shall include an individual calibration of each material at various settings, which can be related to the machine's metering devices. Any equipment replacement affecting material proportioning requires that the machine be recalibrated. No machine will be allowed to work on the project until the calibration has been accepted. ISSA Inspector's Manual describes a method of machine calibration. ISSA contractors and/or machine manufacturers may also provide methods of machine calibration.

8. WEATHER LIMITATIONS

The slurry seal shall not be applied if either the pavement or air temperature is below 50°F (10°C) and falling, but may be applied when both pavement and air temperatures are above 45°F (7°C) and rising. No slurry seal shall be applied when there is the possibility of freezing temperatures at the project location within 24 hours after application. The mixture shall not be applied when weather conditions prolong opening to traffic beyond a reasonable time.

9. NOTIFICATION AND TRAFFIC CONTROL

9.1 NOTIFICATION

Homeowners and businesses affected by the paving shall be notified at least one day in advance of the surfacing. Should work not occur on the specified day, a new notification will be distributed. The notification shall be posted in written form, stating the time and date that the surfacing will take place. If necessary, signage alerting traffic to the intended project should be posted.

9.2 TRAFFIC CONTROL

Traffic control devices shall be in accordance with agency requirements and, if necessary, conform to the requirements of the Manual on Uniform Traffic Control Devices. Opening to traffic does not constitute acceptance of the work.

In areas that are subject to an increased rate of sharp-turning vehicles, additional time may be required for a more complete cure of the slurry seal mat to prevent damage. Tire marks may be evident in these areas after opening but typically diminish over time with rolling traffic.

10. SURFACE PREPARATION

10.1 GENERAL

Prior to applying the slurry seal, loose material, oil spots, vegetation, and other objectionable material shall be removed. Any standard cleaning method will be acceptable. If water is used, cracks shall be allowed to dry thoroughly before slurry surfacing. Manholes, valve boxes, drop inlets and other service entrances shall be protected from the slurry seal by a suitable method. The B.A.R. shall approve the surface preparation prior to surfacing.

10.2 TACK COAT

Normally, tack coat is not required unless the surface to be covered is extremely dry and raveled or is concrete or brick. If required, the emulsified asphalt should be SS, CSS, or the slurry seal emulsion. Consult with the slurry seal emulsion supplier to determine dilution stability. The tack coat may consist of one part emulsified asphalt/three parts water and should be applied with a standard distributor. The distributor shall be capable of applying the dilution evenly at a rate of 0.05-0.15 gal/yd^2 (0.23-0.68 l/m^2). The tack coat shall be allowed to cure sufficiently before the application of slurry seal. If a tack coat is to be required, it must be noted in the project plans.

10.3 CRACKS

It is recommended to treat cracks wider than 0.25" (0.64cm) in the pavement surface with an approved crack sealer prior to application of the slurry seal.

11. APPLICATION

11.1 GENERAL

If required, it is recommended that a test strip be placed in conditions similar to those expected to be encountered during the project.

The surface may be wetted with water ahead of the spreader box. The rate of application of the water spray shall be adjusted during the day to suit temperature, surface texture, humidity, and dryness of the pavement. Pooling or standing water shall be avoided.

The slurry seal shall be of the desired consistency upon exiting the mixer. A sufficient amount of material shall be carried in all parts of the spreader box at all times so that complete coverage is achieved. Overloading of the spreader shall be avoided.

No lumping, balling, or unmixed aggregate shall be permitted.

Significant streaks, such as those caused by oversized aggregate or broken mix, shall not be left in the finished surface. If excessive streaking occurs, the job will be stopped until the cause of the problem has been corrected. Some situations may require screening the aggregate prior to loading it into the units going from the stockpile area to the jobsite.

11.2 RATE OF APPLICATION

The slurry seal mixture shall be of the proper consistency at all times so as to provide the application rate required by the surface condition. The average application rate shall be in accordance with the following table:

AGGREGATE TYPE	LOCATION	SUGGESTED APPLICATION RATE
Type I	Parking Areas Urban and Residential Streets Airport Runways	8 - 12 lb/yd^2 (4.3 - 6.5 kg/m^2)
Type II	Urban and Residential Streets Airport Runways	10 - 18 lb/yd^2 (5.4 - 9.8 kg/m^2)
Type III	Primary and Interstate Routes	15 - 22 lb/yd^2 (8.1 - 12.0 kg/m^2)

Suggested application rates are based upon the weight of dry aggregate in the mixture. Application rates are affected by the unit weight and gradation of the aggregate and the demand of the surface to which the slurry seal is being applied.

11.3 JOINTS

No excess buildup, uncovered areas, or unsightly appearance shall be permitted on longitudinal or transverse joints. The contractor shall provide suitable equipment to produce a minimum number of longitudinal joints throughout the project. When possible, a longitudinal joint shall not be placed in a wheel path. Less than full box width passes will be used only as required. If less than full box width passes are used, they shall not be the last pass of any paved area. A maximum of 6" (15.2 cm) shall be allowed for overlap of longitudinal joints.

11.4 MIXTURE

The slurry seal shall possess sufficient stability so that premature breaking of the material in the spreader box does not occur. The mixture shall be homogeneous during and following mixing and spreading. It shall be free of excess liquids which create segregation of the aggregate. Spraying of additional water into the spreader box will not be permitted.

11.5 HANDWORK

Areas which cannot be accessed by the mixing machine shall be surfaced using hand squeegees to provide complete and uniform coverage. If necessary, the area to be handworked shall be lightly dampened prior to mix placement. Handwork shall exhibit the same finish as that applied by the spreader box and shall be completed prior to final surfacing.

11.6 LINES

Care shall be taken to apply straight lines along curbs, shoulders, and intersections. No run-off on these areas will be permitted. Roofing felt or heavy plastic may be used to begin or end a pull cleanly. This also provides for easy removal of excess slurry.

11.7 ROLLING

Rolling is usually not necessary for slurry seal on roadways. Airports and parking areas should be rolled by a self-propelled, 10-ton (maximum) pneumatic tire roller equipped with a water spray system. All tires should be inflated per manufacturer's specifications. Rolling shall not start until the slurry has cured sufficiently to avoid damage by the roller. Areas which require rolling shall receive a minimum of two (2) full coverage passes.

11.8 CLEAN UP

All utility access areas, gutters and intersections, shall have the slurry seal removed as specified by the B.A.R. The contractor shall remove any debris associated with the performance of the work on a daily basis.

12. QUALITY CONTROL

12.1 INSPECTION

Inspectors assigned to projects must be familiar with the materials, equipment and application of slurry seal. Local conditions and specific project requirements should be considered when determining the parameters of field inspection.

Proper mix consistency should be one of the major areas of inspector concern. If mixes are too dry, streaking, lumping and roughness will be present in the mat surface. Mixes applied too wet will flow excessively and not hold straight lane lines. Excessive liquids may also cause an asphalt-rich surface with segregation.

12.2 MATERIALS

To account for aggregate bulking, it is the responsibility of the contractor to check stockpile moisture content and to set the machine accordingly. At the B.A.R.'s discretion, material tests may be run on representative samples of the aggregate and emulsion. Tests will be run at the expense of the buyer. The buyer must notify the contractor immediately if any test fails to meet the specifications.

12.3 SLURRY SEAL

If required, representative samples of the slurry seal may be taken directly from the slurry unit(s). Consistency (ISSA TB No. 106) and residual asphalt content (ASTM D2172) tests may be run on the samples. Please note that the consistency test may not be applicable to certain Quick-Set and Quick-Traffic systems because of erratic results due to setting characteristics. If this test is run, it must be performed immediately after the sample is taken. Tests will be run at the expense of the buyer. The buyer must notify the contractor immediately if any test fails to meet specifications.

Data obtained from the proportioning devices on the slurry seal unit may be used to determine individual material quantities and application rate.

12.4 NON-COMPLIANCE

If any two successive tests fail on the stockpile aggregate, the job shall be stopped. If any two successive tests on the mix from the same machine fail, the use of the machine shall be suspended. It will be the responsibility of the contractor, at his expense, to prove to the B.A.R. that the problems have been corrected.

13. PAYMENT

The slurry seal shall be measured and paid for by the unit area or weight of aggregate and the weight of emulsion used on the work completed and accepted by the buyer. If paid by the weight of the aggregate and emulsified asphalt, the contractor shall submit to the B.A.R. certified delivery tickets which show quantities of each material delivered to the job site and used on the project. Payment shall be full compensation for all preparation, mixing and application of materials, and for all labor, equipment, tools, testing, cleaning, and incidentals necessary to complete the job as specified herein.

APPENDIX A

AGENCIES

AASHTO: American Association of State Highway and Transportation Officials
ASTM: American Society for Testing and Materials
ISSA: International Slurry Surfacing Association

TEST METHODS

EMULSIFIED ASPHALT

AASHTO TEST NO.	ASTM TEST NO.	TEST
M 140	D 977	Standard Specification for Emulsified Asphalt
M 208	D 2397	Specification for Cationic Emulsified Asphalt
T 40	D 140	Sampling Bituminous Materials
T 59	D 244	Test Methods and Practices for Emulsified Asphalts
T 59	D 6997	Distillation of Emulsified Asphalt

AGGREGATE AND MINERAL FILLER

AASHTO TEST NO.	ASTM TEST NO.	TEST
T 176	D 2419	Sand Equivalent Value of Soils and Fine Aggregate
T 104	C 88	Soundness of Aggregates by Use of Sodium Sulfate or Magnesium Sulfate
96	C 131	Resistance to Degradation of Small-Size Coarse Aggregate by Abrasion and Impact in the Los Angeles Machine (This test should be performed on the parent rock that is used for crushing the finer gradation Micro Surfacing material.)
T 27	C 136	Sieve Analysis of Fine and Coarse Aggregates
T 11	C 117	Test Method for Materials Finer than 75µm (No. 200) Sieve in Mineral Aggregates by Washing
T 2	D 75	Sampling Aggregates
M 17	D 242	Mineral Filler for Bituminous Paving Mixtures
T 19	C 29	Bulk Density ("Unit Weight") and Voids in Aggregate

APPENDIX A

TEST METHODS (CONTINUED)

SLURRY SEAL SYSTEM

ISSA TEST NO.	Test
TB 100	Test Method for Wet Track Abrasion of Slurry Surfaces
TB 101	Guide for Sampling Slurry Mix for Extraction Test
TB 106	Measurement of Slurry Seal Consistency
TB 109	Test Method for Measurement of Excess Asphalt in Bituminous Mixtures by Use of a Loaded-Wheel Tester
TB 111	Outline Guide Design Procedure for Slurry Seal
TB 112	Method of Estimate Slurry Seal Spread Rates and To Measure Pavement Macrotexture
TB 113	Trial Mix Procedure for Slurry Seal Design
TB 114	Wet Stripping Test for Cured Slurry Seal Mixes
TB 115	Determination of Slurry Seal Compatibility
TB 139	Method of Classified Emulsified Asphalt, Aggregate Mixtures by Modified Cohesion Test Measurement of Set and Cure Characteristics
A105	Design, Testing, and Construction of Slurry Seal

NOTES:
ASTM D 3910, Standard Practice for Design, Testing, and Construction of Slurry Seal, is a combined reference of the ISSA Test Bulletins listed above.

ASTM D 2172, Standard Test Methods for Quantitative Extraction of Bitumen From Bituminous Paving Mixtures, is referenced in Section 12.3.

ISSA A105
Revised February 2010



International Slurry Surfacing Association
#3 Church Circle, PMB 250
Annapolis, MD 21401
(410) 267-0023
www.slurry.org

SECTION 715

SLURRY SEAL MATERIALS

715.1 GENERAL:

Slurry seal shall consist of a properly proportioned mixture of emulsified asphalt, mineral aggregate, mineral fillers, additives (if necessary), and water.

All material sources must be approved prior to their use. The Contractor will submit a job mix formula and if requested prequalifications for materials at least seven days prior to start of construction. When requested, additional samples will be furnished during the construction period at no cost to the Contracting Agency. This is a non-pay item.

715.2 AGGREGATE:

715.2.1 Mineral Filler: Mineral filler shall consist of finely divided matter, such as hydrated lime, Portland cement, limestone dust or fly ash, conforming to the requirements of ASTM D4318. Mineral filler shall be used only when needed to reduce the setting time, to improve the workability or to reduce the stripping characteristics of the aggregate emulsion mixture. The minimum amount of the required filler will be used and it will be considered as part of the blended aggregate. The expected range shall be between .25% and 2.0% by weight of aggregate.

715.2.2 Mineral Aggregate: Coarse and fine aggregates or approved mineral filler shall be per Section 701. The mineral filler will be considered as part of the blended aggregate. The material shall be non-plastic (ASTM D4318) with a sand equivalent (ASTM D2419) of at least 50. The abrasion loss (ASTM C131) shall not exceed 35 percent. Historical test data from source aggregate may be used that was run within the past two years. Mineral aggregates used shall be 100% crushed. No natural sand shall be allowed. The gradation of mineral aggregate without mineral filler shall conform to Table 715-1.

TABLE 715-1

SLURRY SEAL AGGREGATE

SIEVE SIZE	Type I % PASSING	Type II % PASSING	Type III % PASSING
3/8	100	100	100
No. 4	100	85/100	70/90
No. 8	90/100	65/90	45/70
No. 16	65/90	45/70	28/50
No. 30	40/60	30/50	19/34
No. 50	25/42	18/30	12/25
No. 100	15/30	10/21	7/18
No. 200	10/20	5/15	5/15
Emulsified Asphalt content as a % of Dry Wt. Of Aggregate (approx.) ASTM D3910 (W.T.A.T. TEST)	18	16	14
Residual Asphalt Range requirements % of Dry Wt. of Aggregate ASTM D3910 (W.T.A.T. TEST)	10-16	7.5-13	6.5-12
Pounds of Aggregate per Square Yard (approx.)	8-10	12-18	18-25

715.3 BITUMINOUS MATERIAL:

The emulsified asphalt used for seal coating shall be quick setting or slow setting as per Section 713.

Polymer modified cationic quick setting emulsion (PMCQS-1h) may be used when approved by the Engineer.

The quick setting emulsified asphalt shall be of the anionic or cationic quick set type such as QSH, CQSH, or PMCQS-1h that will react to chemically active mineral fillers such as Portland cement in such a way that the applied slurry mixture can support controlled traffic in 45-60 minutes after application. The amount of chemically active filler shall be determined by job mix formula and field performance.

Polymer modified cationic quick setting emulsion (PMCQS1-h) shall be homogeneous and the polymer used shall consist of either a solid polymer milled / blended into the asphalt or latex blended into the emulsifier solution prior to the emulsification process. The PMCQS-1h shall contain a minimum of three percent polymer and shall conform to Section 713.

Slow setting emulsion may be used when traffic control is not a critical item.

Quick Set Emulsion Mix Properties	
Slurry Seal Mixing, 70-85 degree F., Sec.	120 Sec. Min.
Slurry Seal Setting text, 70-85 degree F., 1 hour cure	No Brown Stain
Slurry Seal Water Resistance Test, 70-85 degree F., 30 minute cure	No More Than Slight Discoloration

Placement of slurry seal is temperature dependent and should be tested under field conditions.

715.4 WATER:

Water shall be potable and be compatible with the slurry ingredients used.

715.5 DETERMINATION OF JOB MIX FORMULA:

The job mixture shall be designed to provide a suitable surface for traffic conditions, climate and curing. All materials shall be pre-tested in a qualified laboratory to determine their suitability for use in the slurry seal. The Wet Track Abrasion Test (W.T.A.T.) will be used for design purposes to establish the mix design to be used in the specified slurry seal.

The test will show a maximum wear loss of 75 grams per square foot. Samples of materials to be used on the job shall be used to run the W.T.A.T. The test will be performed in accordance with ASTM D3910 Design Testing and Construction of Slurry Seal.

715.5.1 Composition of Slurry Seal Mixtures: The job mixture shall conform to the requirements of the contract documents. The mixture shall attain an initial set in not less than 5 minutes not more than one hour. In cases where the surface is not critical to be open to traffic, a longer set time may be allowed, however not to exceed 12 hours. The setting time may be adjusted by the addition or removal of approved mineral fillers or chemical agents. The mixture shall be one of three types whose combined aggregates conform to the graduation requirements of Table 715-1. The mixture shall be sufficiently free flowing to fill cracks in the pavement. The mixture shall not segregate during or after laydown. The mixture shall produce a skid-resistant surface.

715.5.2 Trial Applications: The Contractor shall place a test strip of 60 square yards in the area designated by the Engineer. The test section shall be placed using the same equipment and methods as will be used on the job. The slurry mixture placed in a test strip shall conform to the design mix as determined by the W.T.A.T. with minor variations to obtain crack filling, set time, pavement bond and a skid resistant texture. If the materials do not meet the requirements for fluidity, non-segregation, or surface texture, a new job mix shall be formulated and tested. Work shall not proceed before approval of design mix and acceptance following the placing of a test strip.

715.6 TEST CERTIFICATES & REPORTS:

Test certificates and reports for the bituminous material shall be furnished in accordance with Section 711.

715.7 CONVERSION OF QUANTITIES:

Volumetric conversions shall be accomplished in accordance with Section 713.

- End of Section -



Revised 2012

Purchasing Division
One City Plaza
Yuma, AZ 85364
(928) 373-5114
(928) 373-5115
(928) 373-5149 TTY
www.YumaAz.gov

ADDENDUM

DATE: Monday, September 14, 2015
TO: BID NO. 2016-20000024 – Slurry Seal Services
FROM: PURCHASING – Mary E. Roman, Buyer
SUBJECT: ADDENDUM NO. 1

NOTE: The balance of the specifications and instructions remain the same. Bidder must acknowledge receipt and acceptance of this addendum by signing and returning the entire addendum with the bid or proposal submittal.

CLARIFICATION:

Question #1 I understand we are responsible for providing written notice to all residents, apartment managers, and business, but will we also be responsible for posting the signage for 'No Parking' or will the city be handling?

Answer #1 This is the contractors responsibility.

Question #2 In protecting the pavement markers, does this include the center lines and striping or do we include the replacement costs for any Striping Replacement?

Answer #2 This does not include centerlines or striping.

ATTACHMENT:

Formal2016-20000024 – Slurry Seal Services pdf file – pages 1 - 15

Thank you
Mary E. Roman, Buyer

Company Name: _____

Contact Person: _____ ***Signature*** _____

Phone Number: ( ) _____ ***Fax Number: ( )*** _____

E-mail Address: _____

Purchasing Division
One City Plaza
Yuma, AZ 85364
(928) 373-5114
(928) 373-5115
(928) 373-5149 TTY
www.YumaAz.gov

ADDENDUM

DATE: Monday, September 14, 2015
TO: BID NO. 2016-20000024 – Slurry Seal Services
FROM: PURCHASING – Mary E. Roman, Buyer
SUBJECT: ADDENDUM NO. 2

NOTE: The balance of the specifications and instructions remain the same. Bidder must acknowledge receipt and acceptance of this addendum by signing and returning the entire addendum with the bid or proposal submittal.

CLARIFICATION:

Question #1 The answer to question #2 in the addendum (Addendum NO. 1) confuses me. So just for clarification, do we have to "cover and protect ALL pavement markings such as crosswalks, stop bars and left/right turn arrows from the slurry" as it says in paragraph A on page 14 of 15 of the bid documents?

Answer #1 ***Yes.***

Question #2 The answer to question #2 says protection is not necessary for centerlines and striping. I usually think of stop bars and crosswalks as "striping". Also, if we protect pavement markings is there any concern of creating puddle areas?

Answer #2 ***Stop bars and crosswalks are pavement markings. The City has practice these efforts for the last 15 years.***

Thank you
Mary E. Roman, Buyer

Company Name: _____

Contact Person: _____ ***Signature*** _____

Phone Number: ( ) _____ ***Fax Number: ( )*** _____

E-mail Address: _____

City of San Luis
1" Overlay
Bid Tabulation

General Items

				CEMEX		Marco Paving	
No.	***Description***	***Estimated Quantities***	***Unit***	***Unit Cost***	***Total Cost***	***Unit Cost***	***Total Cost***
1	Mobilization	1	EA	$ 1,500.00	$ 1,500.00	$ -	$ -
2	Tack Oil and 1" Overlay	6100	SY	$ 6.50	$ 39,650.00	$ 5.38	$ 32,800.00
3	Taxes	1		$ 2,865.00	$ 2,865.00	Included	In Item Costs
				Total	$ 44,015.00	**Total**	$ 32,800.00

CITY OF SAN LUIS
Public Works Department
1090 E. Union St.
San Luis, AZ

Quotes received on Oct 28th, 2016

PROPOSAL

CEMEX Construction Materials South LLC

PO Box 1449 • Yuma AZ • 85366-1449 • (928)343-4111 • Fax (928) 343-4190

ROC 249364

Eulogio Vera

Proposal Submitted To:	Phone:	Fax:	Date:
City of San Luis	341-8577	341-8599	October 28th, 2016
Street: 1090 E. Union Street PO Box 3750	Job Name: Overlay Streets "Lakin Dr" & "back side of call center"		
City, State, Zip: San Luis, AZ 85349	Job Location: San Luis , Arizona		

We hereby submit specifications and estimates for:

Description	Quantity	Unit	Unit Cost		Total
Prepare Streets by the City	6,100	SY	-		By Owner
Install & maintain barricades & traffic control by the City	1	LS	-		By Owner
Tack streets prior to overlay	6,100	SY	0.50	$	3,050.00
Furnish & Install 1" AC Overlay	6,100	SY	6.00	$	36,600.00
Mobilization of Paver	1	EA	1,500.00	$	1,500.00
			Total	$	41,150.00
			Sales Tax	$	2,865.00
			Total Proposal	$	44,015.00

BID QUALIFICATIONS:

1. Bid excludes: permits, fees, testing, engineering, traffic control, utility locations & adjustments, dust control, grinding, crack filling, striping, any sweeping, bond.
2. Customer is responsible for locating all utilities & obstructions and make adjustments accordingly in the area where the work under this agreement will be performed and will compensate Cemex Construction Materials South LLC for
3. Cemex Construction Materials South LLC must be listed as a party to all blue staking for above stated project.

Payment to be made as follows: Within 30 days of date of invoice

NOTE: This Proposal may be withdrawn by us if not accepted within **30 days** Mike Thompson — Mike Thompson, Construction Estimator

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance. This Proposal is governed by Seller's Standard Terms and Conditions of Sale.

Seller reserves the right to (i) increase prices on any quotes or accepted orders without notice to reflect any raw material cost increases or surcharges incurred by Seller and (ii) defer or cancel any quotes or accepted orders in the event Seller becomes delayed or prevented from performing due to shortages or allocations of raw materials. In the event of a delay or cancellation resulting from shortages or allocations of raw materials, Seller shall not be liable to Buyer for any damages incurred by Buyer as a result of any such delay or cancellation.

Interest will accrue at a rate of 2% on all amounts unpaid after 30 days. In the event of litigation arising out of this contract, the prevailing party shall be entitled to recover reasonable attorney's fees and costs incurred by it in the enforcement of this contract. This contract is performable in accordance with the laws of the State of Arizona.

Acceptance of Proposal - The above prices, specifications and Standard Terms and Conditions of Credit Application are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature: _____ Date: _____

Print Name: _____ Contractor's License Number: _____



Marco Seal Coating & Paving LLC

Phone Number: (928) 287-2239
Email: mpaving7@gmail.com

Project Estimate

October 28, 2016

Price Center
580 San Luis Plaza Dr
San Luis, AZ

Atten: Eulogio Vera

Scope of Work:
Remove all remaining dirt and debris using blowers.
Furnish project area in order to place new layer of asphalt over existing asphalt surface.
Overlay 6,100 square yards at 1" thickness.

Total Estimated Price for Project:	$32,800.00
Total Estimated SQF for Project:	6,100 yards

==========

ACCEPTANCE OF PROPOSAL - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified

_____ _____
Contractee

_____ _____
Contractor


San Luis Plaza Dr
San Luis Plaza Dr

AGENDA ITEM REVIEW FORM

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

Meeting Date: 01/25/2017

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

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

Action Requested: Motion

ITEM:

Discussion and possible action on any and all matters regarding approval of Shuck Drilling Company, Invoice #8017 for Well #9 at Well Site #6 rehabilitation and ratification of the same. **(Manuel Rojas, Assistant Public Works Director)**

SUMMARY:

Staff called Shuck Drilling Company on a pump issue, which consisted of Well #9 located at Well Site #6 not yielding much less flow than normal. After water well was removed and camera inspected, we found the well casing was plugged. Due to well pump and piping already removed and vendor on site, we continued with work. Staff recently worked with Shuck Drilling at Well Site #7 Project with good results. The unexpected higher maintenance repair costs were due to sonar jet shots that were performed to clean the well casing and well pump trimming.

The cost was **$18,519.73**. Under San Luis City Code-Purchasing, Section 36.01(D), three quotes are needed for this dollar amount. Public Works Department, recommends waiving formal purchasing procedures as allowed under San Luis City Code-Purchasing, Section 36.01 (H) and is justified due to vendor already being on site working on the well. Work performed is at fair market value, and the urgency for a timely repair as Well Site #6 is the largest well site in West San Luis (second largest in the City) and when its down for repairs, its treated as "urgent" due to customer demand and fire liability.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO RATIFY AND APPROVE SHUCK DRILLING COMPANY, INVOICE #8017 FOR WELL #9 REHABILITATION AS PRESENTED.

Supporting information not attached to the Agenda Item Review Form:

N/A

Document to be Recorded?: No

N/A

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:	Yes
CITY/STATE/FEDERAL FUNDS:	Enterprise Funds - Water Division
TOTAL:	$18,519.73

BUDGETED: $228,050.00

AVAILABLE TO TRANSFER: N/A

GL ACCT # & NAME/REMAINING BALANCE BEFORE PURCHASE: 300-0302-70025 Maintenance/Other $67,256.28

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

Staff called Shuck Drilling Company on a pump issue, not pumping appropriate water flow. After water well was removed and camera inspected, we found the well casing was plugged. The cost of maintenance repairs increased due to Sonar Jet Shots to clean the well casing and well pump trimming.

Water Division 300-302-70025 Maintenance/Other $18,519.73

Attachments

Well #9 - Invoice

Well #9 Screen

Shuck Drilling AZ LLC
18927 South Ave 3E
Yuma, AZ 85365
USA

Voice: 928-726-5153
Fax: 928-726-6411

INVOICE

Invoice Number: 8017
Invoice Date: Dec 12, 2016
Page: 1

Duplicate

Bill To:	Ship to:
CITY OF SAN LUIS P.O.BOX 1170 SAN LUIS, AZ 85349	CITY OF SAN LUIS WELL #9

Customer ID	Customer PO	Payment Terms	
CITY OF SAN LUIS		Net 10th of Next Month	
Sales Rep ID	**Shipping Method**	**Ship Date**	**Due Date**
NAS		12/12/16	1/10/17

Quantity	Item	Description	Unit Price	Amount
8.00		HOURS TO PULL SUBMERSIBLE PUMP BECAUSE WATER OUTPUT WAS LOW.	95.00	760.00
3.00		8" X 20' COLUMN PIPE	450.00	1,350.00
1.00		CAMERA WELL AND FOUND PERFORATIONS PLUGGED.	900.00	900.00
2.00		150FT SONAR JET SHOTS	2,500.00	5,000.00
8.00		ROLLS OF 10 MIL TAPE.	7.00	56.00
6.00		HOURS LABOR TO REINSTALL PUMP WITH USED BOWL FROM WELL #11.	95.00	570.00
4.00		HOURS LABOR TO REMOVE PUMP BECAUSE OUTPUT WAS STILL LOW	95.00	380.00
1.00		CAMERA WELL AGAIN AND FOUND PERF PARTIALLY PLUGGED	1.00	1.00
2.00		150FT SONAR JET SHOTS AS REQUESTED BY MANNY.	2,500.00	5,000.00
1.00		HOUR SHOP LABOR TO DISASSEMBLE BOWL FROM WELL #11 IT WAS FOUND THAT IT WAS ONLY A 60HP UNIT CAUSING THE LOW WATER OUTPUT	75.00	75.00
1.00		GOULDS 10 RJLC2 STAGE BOWL ASSEMBLY 9.3" TRIM 75 HP	2,975.00	2,975.00

Subtotal	Continued
Sales Tax	Continued
Total Invoice Amount	Continued
Payment/Credit Applied	
TOTAL	**Continued**

Check/Credit Memo No:

1.5 % Int. Charged on accounts over 30 days

Shuck Drilling AZ LLC
18927 South Ave 3E
Yuma, AZ 85365
USA

Voice: 928-726-5153
Fax: 928-726-6411

INVOICE

Invoice Number: 8017
Invoice Date: Dec 12, 2016
Page: 2

Duplicate

Bill To:	Ship to:
CITY OF SAN LUIS P.O.BOX 1170 SAN LUIS, AZ 85349	CITY OF SAN LUIS WELL #9

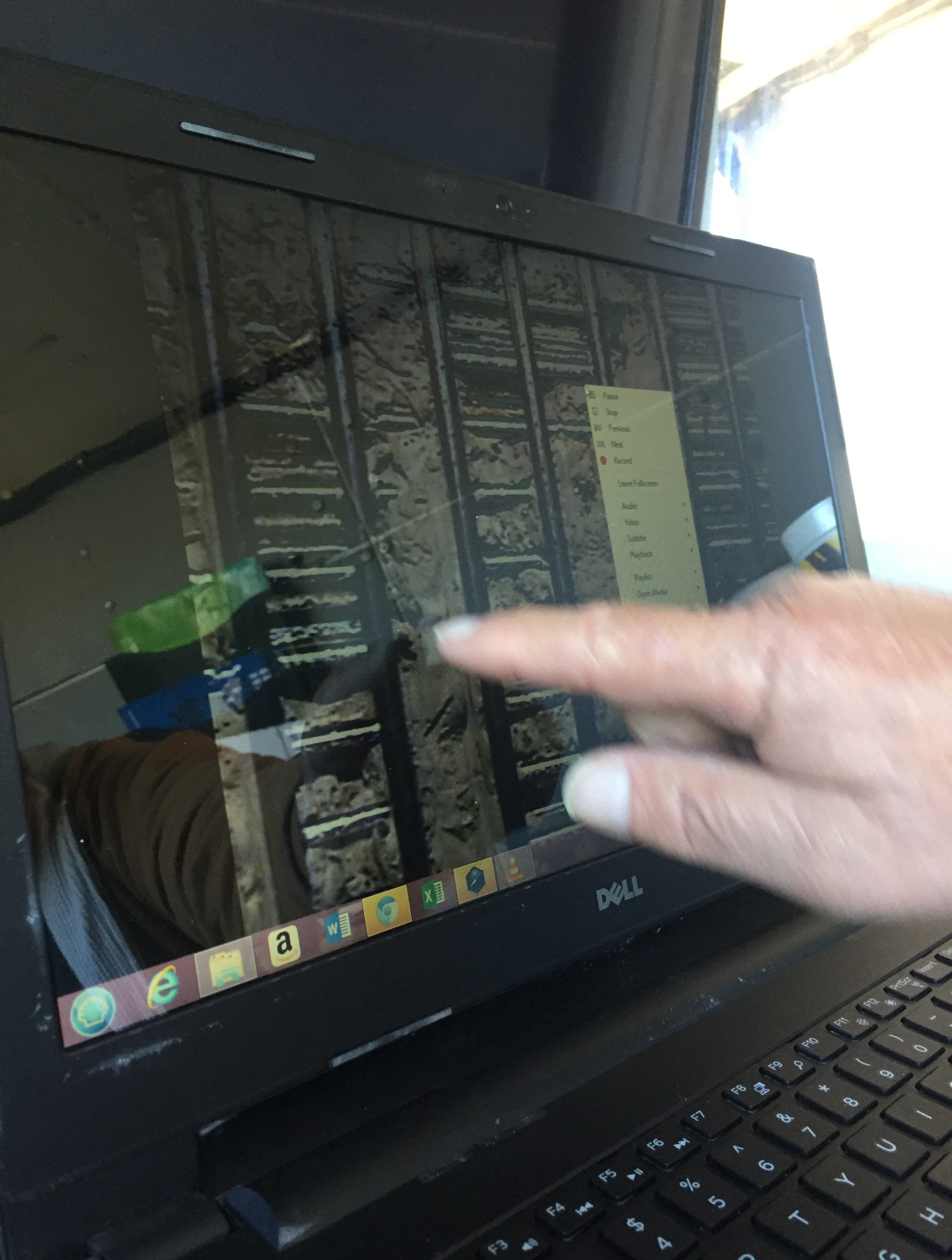
Customer ID	Customer PO	Payment Terms	
CITY OF SAN LUIS		Net 10th of Next Month	
Sales Rep ID	**Shipping Method**	**Ship Date**	**Due Date**
NAS		12/12/16	1/10/17

Quantity	Item	Description	Unit Price	Amount
6.00		HOURS LABOR TO REINSTALL PUMP. NOTE: WELL IS NOW PUMPING CORRECTLY	95.00	570.00

Subtotal	17,637.00
Sales Tax	882.73
Total Invoice Amount	18,519.73
Payment/Credit Applied	
TOTAL	**18,519.73**

Check/Credit Memo No:

1.5 % Int. Charged on accounts over 30 days


Pause
Stop
Previous
Next
Record
Leave Fullscreen
Audio
Video
Subtitle
Playback
Playlist
Open Media
DELL

AGENDA ITEM REVIEW FORM

Regular City Council Meeting **5. E.**

Meeting Date: 01/25/2017

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

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

Action Requested: Motion

ITEM:

Discussion and possible action on any and all matters regarding approval of final proposal from Synovia Solutions for the purchase of a Global Positioning System (GPS) software and hardware for Public Works Fleet. **(Manuel Rojas, Assistant Public Works Director)**

SUMMARY:

Staff contacted three (3) companies offering GPS solution for the Public Works fleet. After research, staff recommends Synovia Solutions for our GPS tracking needs in the amount of **$4,224.00**. For this dollar amount, the purchasing agent may order the item without further formality under San Luis City Code-Purchasing Section 36.01(B). The intent of the GPS system is to assist Public Works and to optimize the Solid Waste collection and street sweeper routes. As the City grows, GPS tracking and monitoring can become a powerful tool to assist and analyze current and new Solid Waste routes. The incorporation of GPS software will help improve our customer service to our community, and savings in fleet maintenance and fuel consumption costs.

Staff recommends the approval of Synovia Solutions, GPS system on Solid Waste trucks, Street Sweepers, Inmate Crew Unit, On-Call vehicles and other spare vehicles as a one-year trial.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO APPROVE THE PROPOSAL FROM SYNOVIA SOLUTIONS IN THE AMOUNT OF $4,224.00 FOR THE PURCHASE OF GLOBAL POSITIONING SYSTEM SOFTWARE AND HARDWARE FOR PUBLIC WORKS FLEET FOR A ONE-YEAR TRIAL AS PRESENTED.

Supporting information not attached to the Agenda Item Review Form:

N/A

Document to be Recorded?: No

N/A

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:	yes
CITY/STATE/FEDERAL FUNDS:	Enterprise Fund and HW Users Fund
TOTAL:	$4,224.00
BUDGETED:	$15,300.00

AVAILABLE TO TRANSFER: $0.00

GL ACCT # & NAME/REMAINING BALANCE BEFORE PURCHASE: Capital Outlay Equipment - 90000

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

Staff will be bill itemized, for all 4 Divisions(Water-Wastewater-Solid Waste-HW Users). The allocation cost will be as follow:
Water $240.00, Waste Water $240.00, Highway User Fund $ 2,004.00, and Solid Waste $ 1,740.00.
Total Amount $ 4,224.00

HW Users Division - Capital Outlay Equipment - 200-210-90000 available budget $6,000.00

Solid Waste Division - Capital Outlay Equipment - 320-321-90000 available budget $9,300.00

Water Division - Contractual Services - 300-302-80000 available budget $106,411.67

Wastewater Division - Contractual Services - 310-311-80000 available budget $32,493.69

Attachments

Synovia Solutions Proposal

Final Proposal

FOR:

Date Proposed:
12/29/2016

Index

Page 1: Cover Page
Page 2: Pricing Details
Page 3 & 4: Hardware Details
Page 5: Synsurance Details
Page 6: Contact Information

Pricing for City of San Luis

Solution Options	Includes/other functions	Cost Per Vehicle per month	Total Cost Per Month
Core GPS Hardwired Unit	Core Track and Trace GPS hardwired, 7 tap points available	$29.00	***8 Vehicles*** **$232.00**
White Fleet GPS: Vans, Cars, F-150, 250 350 Trucks	Plug-N-Play Unit for core GPS tracking	$20.00	***6 Vehicles*** **$120.00**
Total Number of Vehicles: 14 vehicles **Total Monthly Investment** **$352.00** **Total Year Investment** **$4,224.00**			

12 Month Agreement – NO UPFRONT COSTS

Included in EVERY package w/ Synovia

Hardware- GPS Hardwire Units- Antenna- Harness- Input Tracking- Integration (routing software)	Core Real Time GPS, Maintenance Module, Tracking with Reports and Alerts	Driver Behavior Data Reporting/Harsh Braking, Acceleration, Unsafe Turns
Software- Cloud based hosting (Silverlining)	Wireless Connectivity with Verizon Wireless (No data overages)	Installation
Lifetime Hardware Warranty	Software updates & Training	Project Manager
Synsurance	Built in Guarantees	No hidden costs

Hardware Breakdown

Hardwired: In-Vehicle Units

- LMU-4220



LMU 4220

- **Synovia Solution Installs Units**
- **External Antenna (Windshield Mount)**
- **Recommended Unit for Large Heavy Duty Trucks & Buses (Larger than a F-350)**
- **7 Tapping points available (Event Monitoring)**
- **Ability to Connect Peripherals (Tablets, Operator Panels, Bar Code Scanners and More*)**
- **LMU 4220 (*No* Engine Diagnostics)**
- **Tamper Alert**

*Ask for more details

Hardware Breakdown Cont.

Plugin Vehicle Unit - 3030



- 3030 Plug-N-Play

3030 (Self Install Unit)

- **Internal Antenna**
- **Designed for (Cars, Vans & Trucks**

  F-350 and smaller)
- **Engine Diagnostic basic reading**
- **Connects to the OBDII Port**
- **No external event monitoring**
- **Core GPS Track & Trace**
- **Tamper Alert**

Synovia's Synsurance INCLUDES the following components:

- ✓ **Reliable Hardware**
  - Lifetime Warranty
  - Spare Hardware (2% of fleet)
- ✓ **Powerful Software**
  - Hosted Solution
    - Real Time Information – Pings every 30 seconds and left, right turn or harsh incident
    - On-demand, Drill-down Reports
    - Scheduled Reports
    - Maps and Weather Overlay
    - Geo-fence Reporting
    - Alerts
    - Key Performance Indicators (KPI) Dashboard
    - Engine Diagnostics
    - Driver Behavior Monitoring
      - Speeding
      - Harsh Braking
      - Harsh Acceleration
      - Harsh Turning
      - Engine Idling
  - Software as a Service (SaaS)
    - Unlimited Number of Users
  - Continual Updates and Upgrades
- ✓ **Scalable Services**
  - Hardware Installation
  - Software Implementation
  - Training (on-site, online & video)
  - Toll-free Support Line
  - Project Management
  - Rapid Response Support
- ✓ **Dependable Verizon Wireless Data Plan**
  - Best Nation-wide Coverage
  - Best Network Backup Infrastructure
  - No Overage Charges
  - Synovia is an authorized Verizon Wireless Reseller
- ✓ **Affordable Financial Terms**
  - **No Upfront Investment**
  - **No Hidden Costs**
  - **No Extra Costs**
  - No Price Increases
  - One Monthly All-inclusive Service Fee
  - Self-funding (typically within 90 days)

Please let me know what questions you might have about information listed on above pages!

Josiah Mullen

Fleet Management Specialist

Synovia Solutions

Direct Line: 317-663-4527

Cell Phone: 765-414-1947

Fax: 317-208-2202

Email: jmullen@synoviasolutions.com

www.synoviasolutions.com

AGENDA ITEM REVIEW FORM

Regular City Council Meeting **5. F.**

Meeting Date: 01/25/2017

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

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

Action Requested: Motion

ITEM:

Discussion and possible action on any and all matters regarding funds for potential invoicing from the United States Department of Interior, Bureau of Land Management for the use of land for the solar panels at the City Hall Complex and funds for legal costs regarding related contract negotiations. **(Kay Marion Macuil, City Attorney)**

SUMMARY:

Staff requests a fund of **$10,000.00** for potential invoicing from the United States Department of Interior Bureau of Land Management (BLM) for the use of BLM land for the solar panels at the City Hall Complex.

Staff requests a fund capped at **$15,000.00** for the legal services of the law firm of Gust Rosenfeld to assist with related contract negotiations

Staff is requesting a total of **$25,000.00** from Council Contingency Funds.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO APPROVE A FUND OF $10,000.00 TO BE TRANSFERRED FROM COUNCIL CONTINGENCY FUNDS FOR THE PURPOSE OF PAYING POSSIBLE BLM INVOICING FOR THE USE OF BLM LAND FOR THE SOLAR PANELS ON THE CITY HALL COMPLEX; I FURTHER MOVE TO APPROVE THE ENGAGEMENT OF THE LAW FIRM GUST ROSENFELD AND TO PAY FEES AND COSTS IN AN AMOUNT NOT TO EXCEED $15,000.00 TO BE TRANSFERRED FROM COUNCIL CONTINGENCY FUNDS.

Supporting information not attached to the Agenda Item Review Form:

N/A

Document to be Recorded?: No

N/A

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:	Yes
CITY/STATE/FEDERAL FUNDS:	City
TOTAL:	$10,000.00
BUDGETED:	No

AVAILABLE TO TRANSFER:	$275,000.00
GL ACCT # & NAME/REMAINING BALANCE BEFORE PURCHASE:	100-110-81000 Council Contingency

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

These $10,000.00 dollars are to make funds available for possible BLM charges for rent and administrative costs related to the placement of Spear Point solar panels on the City Hall complex.

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:	Yes
CITY/STATE/FEDERAL FUNDS:	City
TOTAL:	$15,000.00
BUDGETED:	No
AVAILABLE TO TRANSFER:	$275,000.00
GL ACCT # & NAME/REMAINING BALANCE BEFORE PURCHASE:	100-110-81000 Council Contingency

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

These $15,000.00 are for the purpose of having a fund available to pay for outside counsel of Gust Rosenfeld fees and costs to assist with matters regarding the Spear Point solar panels on the City Hall complex.

Attachments

Prior Trespass Charges

2nd Amended

Gust Rosenfeld Engagement Ltr

Budget Transfer

United States Department of the Interior

BUREAU OF LAND MANAGEMENT
Yuma Field Office
2555 East Gila Ridge Road
Yuma, AZ 85365
www.blm.gov/az/

In Reply Refer To:
AZA 2891503 (C020)
2800

November 20, 2015

CERTIFIED MAIL – RETURN RECEIPT REQUESTED, 7015 0640 0007 2170 6093

NOTICE OF TRESPASS

Mr. Michael Johnson
Spear Point Energy
1505 Bridgeway, Suite 207
Sausalito, California 94965

RECEIVED
BY:
DATE: 12-7-2015

Dear Mr. Johnson:

The United States of America, through the Bureau of Land Management (BLM), has instituted trespass proceedings against Spear Point Energy, LLC (Spear Point) for the unauthorized use of public lands pursuant to Title 43 CFR 2808 under the authority of the Federal Land Policy and Management Act of 1976 (43 U.S.C. 1701, et seq.).

On November 18, 2014, by email, BLM notified Spear Point and the City of San Luis (City) that the solar facilities located within the City's R&PP leased and patented lands were unauthorized and that a trespass case had been initiated.

On October 29, 2015, a meeting was held with representatives of the BLM, Spear Point, and City regarding the unauthorized solar facilities. During the meeting, Spear Point was informed that trespass fees would be required.

In accordance with regulations found at 43 CFR 2808.11(a), anyone determined to be in trespass shall be notified in writing of such trespass and shall be liable to the United States for:

1. Reimbursing the United States for all costs incurred in investigating and terminating the trespass;

2. Paying the rental for the lands, as provided for in subpart 2806 of this part, for the current and past years of trespass;

3. Rehabilitating and restoring any damaged lands or resources.

We have calculated a cost estimate of $5,488.45 (see enclosed) for the expenses involved in compliance with BLM regulations found at Title 43 CFR 2808.11 and the actions relating to the investigation of the unauthorized solar facilities.

In accordance with regulations found at 43 CFR 2806, the rental amount for the period beginning June 2014 through December 2015 for the unauthorized use located on public land within the City of San Luis, Arizona, is $3,515.07 (see enclosed).

After trespass fees are received, BLM would be able to proceed with processing the right-of-way application submitted for the unauthorized facilities located within the R&PP Lease AZA 28915. We are requesting payment of $9,003.52 within 30 days of receipt of this notice. Once the requested monies are submitted and facilities are authorized, trespass case file AZA 2891503 will be resolved.

If you have any questions regarding this matter, please contact Realty Specialist Vanessa Briceño at 928-317-3290.

Sincerely,

John MacDonald
Field Manager

Enclosures

cc: John Starkey
City of San Luis
P.O. Box 3750
San Luis, Arizona 85349
(w/enclosures)

Administrative Costs for AZA 2891503

Personnel Needed for Project

	Hourly Rate	*Projected Hours*	*Total Expenses*
Administration	$ 33.92	1	$ 33.92
Asst. Field Manager	$ 57.82	5	$ 289.10
Field Manager	$ 75.89	1	$ 75.89
Realty Specialist	$ 53.06	57	$ 3,024.42
Land Law Examiner	$ 48.42	20	$ 968.40
	Total	84	$ 4,391.73

Total hrs.	84
Hrs./Wk.	
Month	174
Wk. Months	0.48

Other

Travel:	Trips	2	@	$	10.40	per trip	$ 20.80
Vehicle Mileage:	104	$ 0.25	per mile				$ 26.00
Misc. Supplies							$ 20.00
						Total	*$ 66.80*

Calculation

Total Labor Costs	$ 4,391.73	
Total Other Costs	$ 66.80	
Total (Labor and Other) Costs	$ 4,458.53	
Total Costs	$ 4,458.53	
Indirect Cost Rate	23.1%	FY16
Grand Total	**$ 5,488.45**	

Note: This is an estimate, and if BLM determines that additional hours are needed to satisfy your trespass claim, we will notify you in writing what those additional hours are and bill you for the additional costs.

Rental Costs For AZA 2891503

Base Rent

Fire Station		7,389	sq.ft.
Police Station		11,893	sq.ft.
City Hall		17,079	sq.ft.
		36,360	sq.ft.
		0.83	acre
	$	338.44	CY 2014 Yuma County Per Acre Rent - Zone 7
	$	282.50	1 Year Base Rental Calculation
		0.5833	Times Part Year Factor
	$	164.78	Total for Part Year (June - December)
		0.83	acre
	$	344.86	CY 2015 Yuma County Per Acre Rent - Zone 7
	$	287.86	1 Year Base Rental Calculation
	$	**452.64**	Total Base Rent for CYs 2014 & 2015

Megawatt Capacity

Fire Station		95	kW DC
Police Station		126	kW DC
City Hall		147	kW DC
		368	kW DC
		0.37	MW
	$	5,256	Times PV MW Capacity Fee Per Year
	$	1,934.21	1 Year MW Capacity Fee
		0.5833	Times Part Year Factor
	$	1,128.22	Total for CY 2014 Part Year (June - December)
	$	**3,062.43**	Total MW Capacity Fee For CYs 2014 & 2015

Base Rent	$	452.64
MW Capacity	$	3,062.43
TOTAL	**$**	**3,515.07**

Part year factors are:

12 months	1.0000	8 months	0.6667	4 months	0.3333
11 months	0.9167	7 months	0.5833	3 months	0.2500
10 months	0.8333	6 months	0.5000	2 months	0.1667
9 months	0.7500	5 months	0.4167	1 month	0.0833

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

Bill for Collection

Bill Number: 2016007605

Date: 11/20/2015

Make Remittance Payable To *DOI/BLM* and Mail To:
YUMA FIELD OFFICE
2555 E GILA RIDGE RD
YUMA, AZ 85365-2240
(928)317-3200

Please include bill number on all remittances.

Payor: SPEAR POINT ENERGY
1505 BRIDGEWAY STE 207
SAUSALITO, CA 94965-1968 US

DATE	DESCRIPTION	AMOUNT
	ADMIN FEES FOR RESOLUTION OF UNAUTHORIZED USE OF FEDERAL LANDS. **REF NO:** AZA 02891503	$5,488.45
	DETERMINED RENTAL FOR UNAUTHORIZED USE FROM JUNE 2015 TO DECEMBER 2015. **REF NO:** AZA 02891503	$3,515.07
	BLM CONTACT: VANESSA BRICENO, (928)317-3290	
	AMOUNT DUE THIS BILL:	**$9,003.52**

DATE DUE: **12/20/2015**

- BLM Tax ID #84-0437540
- Payment is due within 30 days of date of receipt (certified receipt documentation).
- **Payment is due immediately upon receipt of this bill; however, payment must be received no later than the due date shown above.**
- **Please return a copy of this Bill for Collection with payment or include the Bill Number on your remittance.**
- Payment can be made by cash, check, money order or credit card (VISA, MasterCard, Discover, and American Express) or by Electronic Fund Transfer (EFT) via automated clearing house (ACH) or wire transfer. Make checks or money orders payable to DOI/BLM. To pay by credit card, complete the credit card payment form (attached) and return to the billing office or call the office listed above to pay by phone. You may use debit cards with the VISA or MasterCard logo. To make an electronic payment, see attached document.
- Effective June 1, 2015 - credit card payments can only be accepted for amounts of $24,999.99 or less.
- See attached Notice of Actions in Event of Delinquency.
- Interest will be assessed at the rate of 1% per year if full payment is not made.
- If the above name and address is incorrect, please contact the BLM office listed above.

This Bill was generated by the automated BLM Collections and Billings System and is a paper representation of a portion of the official electronic record contained therein.

NOTICE OF ACTIONS IN EVENT OF DELINQUENCY

Revised 10/01/2007

If payment is not received by the due date, the Bureau of Land Management (BLM) will pursue collection by all appropriate methods, and when appropriate will assess late fees, civil penalties, interest, administrative charges, and penalties on past due amounts.

1. Interest will be assessed when the bill is 31 days delinquent. Interest charges accrue from the Date of the bill or the Due Date, as specified by program authorities
2. Administrative charges of $15 per demand letter will be assessed.
3. A penalty of 6% per year is assessed on any portion of the debt more than 90 days past due.
4. ***Late fees will be assessed as stated on the bill and as authorized in program authorities.***
5. ***Incidents of Noncompliance(INC) bills only:***
    a. Failure to pay will result in additional enforcement action, including civil penalties, lease shut-in and/or attachment of bond.
    b. Failure to pay and subsequent attachment of bond may also put federal lease in jeopardy of cancellation.
6. Delinquent accounts will be sent to the Department of the Treasury for referral to collection agencies and credit reporting bureaus. Treasury will assess administrative costs incurred in collecting the debt. Collection may be pursued from salary or administrative offsets from any Federal and State payments, including payments for goods or services, lump sum leave payments, travel reimbursements, federal and state tax refunds, and retirement payments. Debts may also be sent to the Internal Revenue Service for inclusion as income to the debtor on form 1099C, Cancellation of Debt.
7. You may request a full explanation of the bill and you have the right to inspect and copy government records relating to your debt other than investigative, security or privacy act files. You may dispute information in BLM records and have the right to administrative appeal or review of the claim, in accordance with 43 CFR Part IV and applicable legislation.
8. You may enter into a written repayment agreement with the Bureau of Land Management, if such an agreement is acceptable to the BLM. Your request must be submitted to the BLM office at the address shown on the bill.

Authority: Federal Claims Collection Act of 1966, as amended by the Debt Collection Act of 1982.

Authority: The Debt Collection Improvement Act of 1996(P.L. 104-134)

Regulatory: 31 CFR §285, Debt Collection Authorities under the Debt Collection Act of 1996

Information required when paying the BLM WITH CREDIT CARD	
Cardholder Name	
Amount Paid (Effective 6/1/2015 amount cannot exceed $24,999.99)	$
Bill for Collection Number	
Credit Card Type	VISA ☐ MC ☐ DISCOVER ☐ AMERICAN EXPRESS ☐
Credit Card Number	☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐
Credit Card Expiration Date	MONTH ☐☐ YEAR ☐☐☐☐
Phone Number (Required)	( ) -
Signature (Required)	

Information collected from this form may be subject to the requirements of the Privacy Act (5 U.S.C. 552a). This form is used solely as a method of payment for goods and or services provided to federal agencies, businesses and private individuals by the Bureau of Land Management. The information collected will be stored in a secure location with access limited to designated employees. Any information collected may be subject to disclosure, but will be handled in accordance with the Privacy Act and Freedom of Information Act (FOIA) requirements to ensure protection of personal privacy in the face of required disclosure. Information will not be shared with outside parties except as required by law.

It is a crime for any person knowingly and willfully to make any department or agency of the United States any false, fictitious or fraudulent statement or representations as to any matter within its jurisdiction. (Title 18 U.S.C. Section 1001)

(Cut here and return to BLM)

BLM Information your bank requires when paying the BLM ELECTRONICALLY (ACH)	
FIELD NAME	**REQUIRED INFORMATION**
BLM s ACH Account Number	312051
ACH ABA Number	051036706
Company/Individual Name	BLM s Office Name (Example - Wyoming State Office) and BLM POC
Identification Number	BLM Bill Number
BLM s ACH Bank Address **Phone 301-887-6600**	CASH LINK-ACH RECEIVER 5700 Rivertech Court Riverdale MD 20737
BLM s Address	Bureau of Land Management Building 50, Denver Federal Center, PO Box 25047 Denver, CO 80225-0047
BLM Contact Information	CBS Customer Service Desk at 303-236-6795

You are responsible for any fees your financial institution may charge you for the actual transfer of funds. Please verify additional fees charged by your financial institution are not deducted from payment.

BLM Information your bank requires when paying the BLM ELECTRONICALLY(WIRE TRANSFER)	
FIELD NAME	**REQUIRED INFORMATION**
Receiver DI Number/ Financial Institution	021030004 / Treasury NYC
Beneficiary Identifier/Account Number	14110008
Beneficiary Name	Bureau of Land Management (BLM)
Originator to Beneficiary Information	BLM Bill Number /BLM s Office Name (Example Wyoming State Office)
BLM Contact Information	CBS Customer Service Desk at 303-236-6795
Financial Institution Address	TREASURY NYC 401 14th Street SW Washington, DC 20327
BLM s Tax ID#	84-0437540

You are responsible for any fees your financial institution may charge you for the actual transfer of funds. Please verify additional fees charged by your financial institution are not deducted from payment.

Second Amendment to Site Lease

This Second Amendment to Site Lease ("Second Amendment") is made and entered into by and between the City of San Luis, an Arizona municipality ("Lessor") and San Luis Spear Point Solar I, LLC, a Delaware limited liability company ("Lessee"), with reference to the following facts:

A. Lessor entered into a Site Lease dated January 30, 2014 with Artemis Sun Institutional Solar, Inc., a Texas corporation ("Artemis Sun"), as lessee, as amended by that certain Amendment and Consent to Assignment dated May 28, 2014 and effective as of June 13, 2014, which in turn was amended by that certain First Amendment to Amendment and Consent to Assignment, dated as of December __, 2014 (as amended, the "Site Lease") pertaining to the lease of certain property described therein (the "Premises") for use as a solar energy facility which would sell power to the Lessor pursuant to a Solar Power Purchase Agreement (the "PPA").

B. Artemis Sun assigned all of its right, title and interest as lessee under the Site Lease and as the power provider under the PPA to Lessee.

C. Lessee has constructed certain ground mounted and parking mounted solar energy facilities on the Premises, as further described in the Site Lease.

D. A portion of the Premises consists of parcels of land described in Exhibit A hereto (the "BLM Parcels") that Lessor has leased from the United States Department of the Interior, Bureau of Land Management (the "BLM") under the BLM Lease (as defined below) that has a remaining term of less than nine (9) years, but over which BLM Parcels Lessor has an option to purchase as well as rights to extend said BLM Lease.

E. Lessor and Lessee now desire to amend the Site Lease to provide Lessee with greater assurance and protection that the Lessor will exercise its option to acquire the BLM Parcels and, should the purchase process not timely occur, exercise its right to extend the term of the Lease.

NOW, THEREFORE, for good and valuable consideration the receipt and adequacy of which is hereby acknowledged, Lessor and Lessee agree as follows:

1. Capitalized Terms. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to such terms in the Site Lease.

2. Amendment of Site Lease. The Site Lease is hereby amended as follows:

a. A new subsection (k) is added to Section 5 of the Site Lease, which shall read in its entirety as follows:

"(k) BLM Land. Lessor represents, warrants and covenants that, (i) by the later to occur of (A) March 31, 2015, or (B) thirty (30) days after the Lessor and the BLM resolve the outstanding issue regarding the pending investigation of possible trespass under the BLM Lease (defined below), but in any event prior to March 31, 2017, Lessor shall exercise its option to

acquire and complete the acquisition of the portion of the Premises that it is currently leasing from the United States Department of the Interior, Bureau of Land Management (the "BLM Land") under that certain Recreational or Public Purposes Lease dated November 19, 1997, as modified by that certain Decision regarding Change of Use dated July 29, 2006 (as amended, the "BLM Lease"); provided, however that if the acquisition process cannot timely occur and there becomes the possibility that it will take longer than two (2) years from the date of the notice of exercise of the option to purchase, then Lessor shall have the option to pursue its rights to extend the term of the lease for a time equal to or exceeding the term of the PPA, and (ii) upon exercise of its purchase option, subject to the foregoing provision, (A) it will not withdraw or cancel or attempt to withdraw or cancel its exercise of such option, and (B) it will comply with the payment and other requirements of the exercise of such purchase option and continuously pursue the purchase of the BLM Land until completed (or, as applicable, pursue an extension of the BLM Lease until completed).

b. A new subsection (l) is added in Section 5 of the Site Lease, which shall read in its entirety as follows:

"(l) Alternative Sites.

1. Lessor covenants that, in the event the United States Department of Interior, Bureau of Land Management should ever require the removal of one or more Systems (for purposes of this Section 5(l), as defined in the PPA) from the BLM Land prior to the acquisition of the BLM Land by Lessor due to either (i) the expiration or termination of the BLM Lease, or (ii) a determination by the BLM that Lessor is in violation of the BLM Lease, then the Lessor shall (A) provide Lessee with replacement land upon which to install and operate such Systems so long as such location or relocation will result in the same or better economic results to the Lessee and its financier as would the operation of such Systems on the BLM Land (such replacement land, the "Qualified Replacement Land"), and shall enter into a lease of such Qualified Replacement Land with Lessee on terms substantially similar to this Agreement, and (B) the Lessor will bear the cost of the relocation and construction of such Systems at the new location, including all costs of removal, installation, interconnection, and lost revenue under the PPA due to such relocation (until such Systems are fully operational and delivering Solar Power for sale under the PPA at the new location) based on delivered Solar Power from the related Systems averaged over the prior twelve months for such Systems; provided that any such amount of lost revenue shall be payable on a monthly basis as and when would otherwise be

due under the PPA. Failure to provide such Qualified Replacement Land, together with all permits, approvals and interconnection rights necessary for installation, operation and maintenance of such Systems, within thirty (30) days of notice of the requirement to remove such Systems from the BLM Land shall constitute a Default under this Agreement.

2. If the BLM determines that one or more Systems on the BLM Land must be removed or Lessor or Lessee must pay a lease payment to the BLM to maintain such Systems on the BLM Land then, without waiving or in any way affecting the rights, duties or liabilities of either Party under this Agreement or the PPA:

   (i) if Lessor or Lessee must pay a lease payment to maintain such Systems on the BLM Land, and the proposed lease payment is less than or equal to $1,000 per year, it shall be paid by Lessee,

   (ii) if Lessor or Lessee must pay a lease payment to maintain such Systems on the BLM Land and the proposed lease payment is more than $1,000 per year, then, at Lessor's option, (x) Lessee shall pay the first $1,000 per year and Lessor shall pay all amounts over $1,000 per year or (y) Lessor shall exercise the purchase option described below, or

   (iii) if the BLM requires the removal of any Systems or files suit against Lessee which based on a final, non- appealable decision results in damages greater than $1,000 per year, then Lessor will exercise the purchase option described below.

   If the Lessor exercises the purchase option described under clause (ii) or (iii), then Lessor shall purchase the affected Systems located on the BLM Land for an amount equal to the prorated portion of the termination payment that would be due in respect of such Systems under Section 10.2(b) of the PPA in the event of a Default under the PPA (thereby eliminating any trespass claim by BLM against Lessee), and this Agreement and the PPA will be adjusted and amended accordingly. In the case of clause (ii)(y) or (iii), failure of the Lessor to so purchase and pay for the affected Systems shall constitute a Default under the Agreement. "

c. The legal description of the "Property" as set forth in Exhibit A to the Site Lease, is amended by adding to such Exhibit A the property description set forth in Attachment 1 to this Second Amendment.

3. Force and Effect. As amended hereby, the Site Lease is and remains in full force and effect.

4. Governing Law. The laws of the State of Arizona shall govern the interpretation and enforcement of this Consent and Agreement. The parties agree that the jurisdiction and venue for any action commenced in connection with this Consent and 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 jurisdiction and venue. This agreement shall be subject to the provisions of A.R.S. §38-511.

5. Arizona Immigration Laws. Lessee warrants, and shall require its contractors to warrant, that it is in compliance with all federal immigration laws and regulations that relate to its employees and with A.R.S. § 23-214 relating to verification of employment eligibility. A breach of this clause shall be deemed a material breach of this Agreement and is subject to penalties up to and including termination of this Agreement.

IN WITNESS WHEREOF, Lessor and Lessee have executed this First Amendment as of the date first above written.

LESSOR:

THE CITY OF SAN LUIS, ARIZONA
an Arizona Municipality

By:_____
Name:_____
Title:_____

LESSEE:

SAN LUIS SPEAR POINT SOLAR I, LLC
a Delaware limited liability company

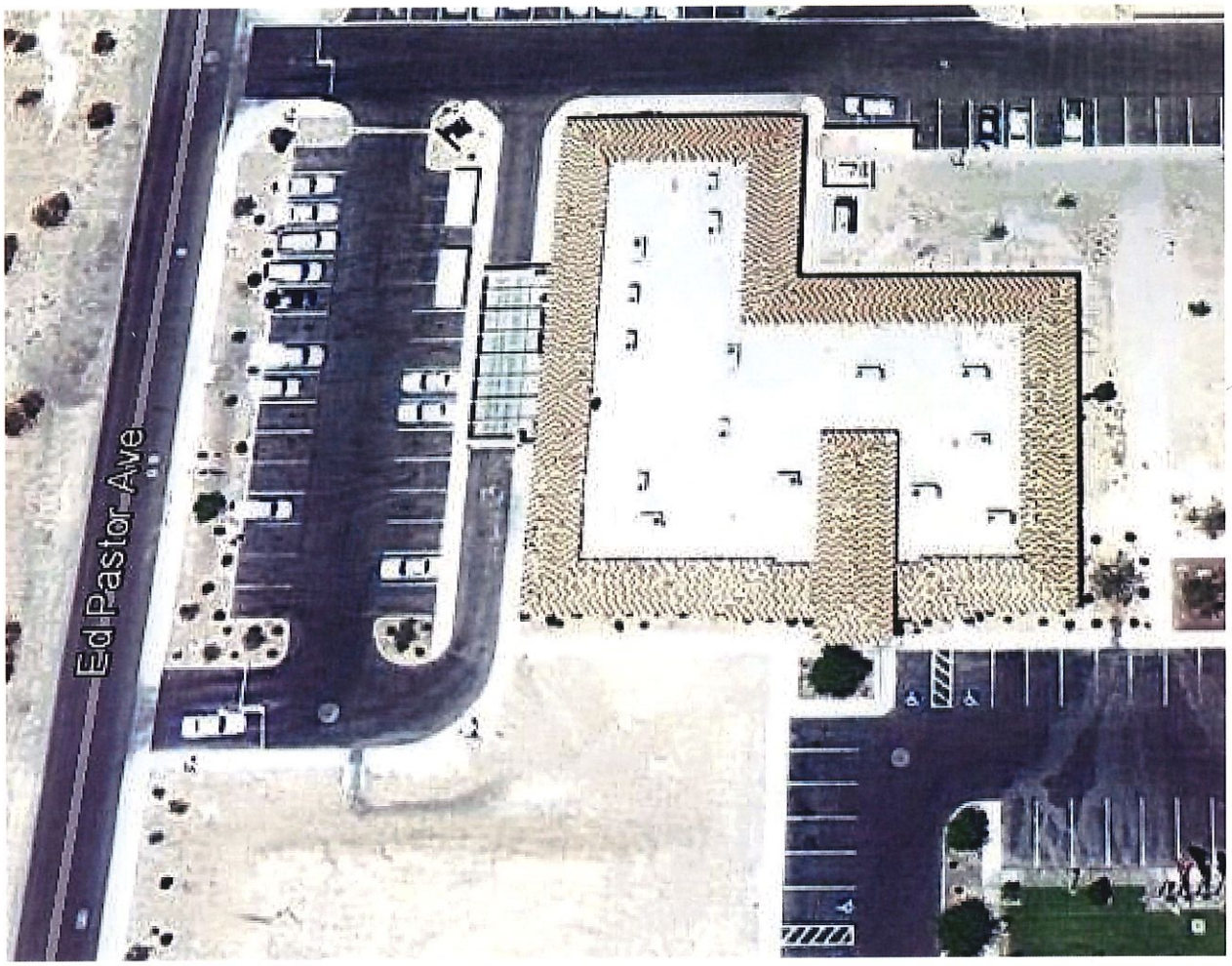
By:_____
Name:_____
Title:_____

Exhibit A

Lessor has received a notice of investigation of potential trespass regarding the BLM Parcels from the BLM concerning whether the carports and solar panels are a permitted use under the BLM Lease. The notice includes Lessee as a possible party to said trespass and has indicated that the trespass of Lessee may be considered an independent act. Lessor will be cooperating with the BLM in its investigation and any resolution required.

Attachment 1

1030 East Union Street



FIRST AMENDMENT TO
AMENDMENT AND CONSENT TO ASSIGNMENT

This FIRST AMENDMENT TO AMENDMENT AND CONSENT TO ASSIGNMENT (this "**Amendment**"), dated as of _____, 2014, is by and between the City of San Luis, an Arizona municipality (the "**City**"), and San Luis Spear Point Solar I, LLC, a Delaware limited liability company ("**Spear Point**," and together with the City, the "**Parties**").

RECITALS

A. The City and Spear Point are parties to that certain Amendment and Consent to Assignment dated as of May 28, 2014 (the "**Consent**").

B. The Parties now wish to enter this Amendment in order to correct references to certain dates that appear in the Consent.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and intending to be legally bound, the Parties hereby agree as follows:

AGREEMENT

1. Capitalized Terms. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to such terms in the Consent.

2. Effective Date of the Consent.

a. The Parties acknowledge that, at the time the Consent was executed, their intention was for the Consent to be effective after execution of the Purchase Agreement.

b. The Effective Date of the Consent is hereby amended to be June 13, 2014.

c. The Parties agree that the "Closing Date" referred to in the Consent occurred on June 14, 2014, and therefore the amendments contained in Sections 3 and 4 of the Consent became effective as of June 14, 2014.

3. Date of the Purchase Agreement. The date of the Purchase Agreement referred to in Recital B of the Consent is hereby amended to read "June 13, 2014."

4. Sales Tax.. Section 4(b) of the consent, which amends Section 6.2 of the PPA, is hereby modified by adding the following to the end of the revised Section 6.2: "Without limiting the immediately preceding sentence, Purchaser shall either provide to Provider a waiver of all sales taxes and other taxes imposed on the Solar Services by or for the benefit of the City of San Luis or, if such waiver is not provided, Purchaser shall reimburse Provider for

any such taxes by or for the benefit of the City of San Luis that are paid by Provider, which reimbursement amount shall be invoiced by Provider with the monthly invoice for power and paid by the City of San Luis in the month in which the City taxes are due.."

5. Force and Effect. As amended hereby, the Consent is and remains in full force and effect.

6. Governing Law. This Amendment shall be governed and construed in accordance with the laws of the State of Arizona.

[*Signature page follows.*]

IN WITNESS WHEREOF, the City and Spear Point have executed this Amendment as of the date first above written.

CITY OF SAN LUIS

By: _____

Name: Robert Eads

Title: City Manager

SAN LUIS SPEAR POINT SOLAR I, LLC,
a Delaware limited liability company

By: SPEAR POINT ENERGY, LLC
Its: Manager

By: _____
Name: Sam Houston
Title: CEO

PURCHASE AGREEMENT

THIS PURCHASE AGREEMENT (this "**Agreement**"), dated as of June 13, 2014 (the "**Effective Date**"), is by and between San Luis Spear Point Solar I, LLC, a Delaware limited liability company ("**Spear Point**"), and Artemis Sun Institutional Solar, Inc., a Texas corporation ("**Artemis**," and together with Spear Point, the "**Parties**").

RECITALS

WHEREAS, Artemis has agreed to sell, assign, transfer and convey all rights, title and interest, obligations and benefits in that certain Solar Power Purchase Agreement dated January 30, 2014, by and between Artemis and the City of San Luis, an Arizona municipality, as attached hereto, and that certain Site Lease dated January 30, 2014, by and between Artemis and the City of San Luis, an Arizona municipality (collectively referred to herein as the "Project Agreements"), as attached hereto.

WHEREAS, Spear Point has agreed to purchase and assume all rights, title and interest, obligations and benefits in the Project Agreements.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and intending to be legally bound, the Parties hereby agree as follows:

AGREEMENT

1. Purchase and Sale. Effective on the Closing Date (defined below) and upon the terms set forth in this Agreement, Artemis hereby sells, transfers, assigns, conveys and delivers to Spear Point, and Spear Point hereby assumes, purchases, accepts and acquires from Artemis, all right, title, privileges, obligations, responsibilities, liabilities and interest in, to and under the assets described on Exhibit A attached hereto (the "Project Agreements") and agrees to fulfill, perform and discharge all the various liabilities, obligations, duties, covenants and agreements under or with respect to or in any way arising out of or relating to the Project Agreements from and after the Closing Date.

1. Purchase Price. In consideration of the transfer, assignment, conveyance, purchase and sale of the Project Agreements, Spear Point shall assume all rights, title and interest, obligations and benefits in the Project Agreements and pay to Artemis an amount equal to One Dollar ($1.00) (the "**Purchase Price**") on the Closing Date (as defined below).

2. Closing. The closing of the transaction contemplated in this Agreement (the "**Closing**") shall take place on the next business day following the date on which Spear Point notifies Artemis that each of the conditions set forth in this Section 3 is satisfied to Spear Point's reasonable satisfaction, or waived by Spear Point in its sole discretion (the "**Closing Date**"). The obligation of Spear Point to consummate the transactions under this Agreement is subject to satisfaction of the following condition prior to or concurrently with Closing:

a. Amendment and Consent. Delivery by Artemis to Spear Point of a fully executed Amendment and Consent to Assignment, substantially in the form of Exhibit B hereto.

Assumption of Liabilities. As of the Closing Date, Spear Point shall assume, fulfill, perform and discharge all the various liabilities, obligations, duties, covenants and agreements under or with respect to or in any way arising out of or relating to Artemis with respect to the Project Agreements in the manner, and in all other respects, as provided for therein as though the agreements comprising the Project Agreements had originally been made, executed and delivered by Spear Point. As of the Closing Date, Artemis shall be released from all liability, obligations, defaults and deficiencies arising under the agreements comprising the Project Agreements..

3. Representations and Warranties. Artemis represents and warrants to Spear Point that, as of the Effective Date and as of the Closing Date:

a. No Amendments. The copies of that certain Solar Power Purchase Agreement dated January 30, 2014, by and between Artemis and the City of San Luis and that certain Site Lease dated January 30, 2014, by and between Artemis and the City of San Luis, attached hereto as Exhibit A constitute true and complete copies of the Project Agreements. The Project Agreements have not been amended, modified, or supplemented (whether by waiver, consent or otherwise), either orally or in writing.

b. No Other Agreements. The Project Agreements are in full force and effect and each Project Agreement constitute the entire agreement between Artemis and the City with respect to the subject matter thereof. Further, Artemis has no other outstanding obligations or agreements with third parties regarding this transaction.

c. No Previous Assignments. Except as provided by this Agreement, Artemis has not transferred or assigned any of its right, title, or interest in the Project Agreements to any party.

d. No Default or Breach; No Disputes. To the best knowledge of Artemis, neither the City nor Artemis is in default under the Project Agreements and neither is in breach under either Project Agreement in any material respect. To the best of Artemis's knowledge, no facts or circumstances exist which, with the passage of time or the giving of notice or both, would entitle either Artemis or the City to terminate either Project Agreement or suspend the performance of its obligations under either Project Agreement; and further, there are no unresolved disputes between the City and Artemis under either Project Agreement.

4. Indemnification. Spear Point shall indemnify and hold Artemis free and harmless from any loss, cost, damage, expense, action or causes of action or any other liability (including reasonable attorneys' fees) which it may or might incur under or as a result of or in any way arising from or relating to the Project Agreements from and after the Closing Date. Artemis shall indemnify and hold harmless Spear Point from any loss, cost, damage, expense,

action or causes of action or any other liability (including reasonable attorneys' fees) caused by Artemis which it might incur under or as a result of or in any way arising from or relating to the Project Agreements which arose prior to the Closing Date.

5. Further Assurances. Artemis and Spear Point mutually agree to cooperate with respect to any of the matters described herein, and to execute such further deeds, assignments, assumptions, notifications, or other documents as may be legally requested or reasonably necessary for the purpose of giving effect to, evidencing, or giving notice of the transactions evidenced by this Agreement.

Severability. If any provision of this Agreement or the application of any such provision to any person or circumstance shall be held invalid, illegal or unenforceable in respect by a court of competent jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision hereof.

6. Miscellaneous. (i) This Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective successors and assigns. (ii) This Agreement shall be governed by the laws of the state in which the Project is located, other than any provisions thereof that would result in the application of the law of any other jurisdiction. (iii) This Agreement may be executed in two or more counterparts, each of which as so executed shall be deemed to be an original and such counterparts together shall constitute one and the same instrument. Any person may rely without further inquiry upon this instrument or any copy hereof as to the rights and interests assumed and assigned.

7. Amendments, Changes and Modifications. This Agreement may not be amended, changed or otherwise modified except by a written instrument executed by both of the Parties. This Agreement (including the attached Exhibits, which are incorporated by this reference) contain the complete agreement between Artemis and Spear Point with respect to the matters contained in this Agreement and supersede all other agreements with respect to the matters contained in this Agreement. The Parties acknowledge and agree that there have been no oral agreements with respect to the matters contained in this Agreement.

[Signature Page Follows

IN WITNESS WHEREOF, the Parties have executed and delivered this Agreement as of the Effective Date.

ARTEMIS:

Artemis Sun Institutional Solar, Inc.

By: _____
Digitally signed by Christopher Thompson
DN: cn=Christopher Thompson, o=Artemis Sun Institutional Solar, ou=President, email=chris@artemissun.com, c=US
Date: 2014.06.13 22:20:04 -05'00'

Name: Christopher D. Thompson
Title: President

SPEAR POINT:

San Luis Spear Point Solar I, LLC,
a Delaware limited liability company

By: SPEAR POINT ENERGY, LLC
Its: Manager

By: _____
Name: Sam Houston
Title: CEO

Exhibit A

Project Agreements:

1. That certain Solar Power Purchase Agreement dated January 30, 2014, by and between Artemis and the City of San Luis, an Arizona municipality, as attached hereto.

2. That certain Site Lease dated January 30, 2014, by and between Artemis and the City of San Luis, an Arizona municipality, as attached hereto.

SOLAR POWER PURCHASE AGREEMENT

This Solar Power Purchase Agreement (this "Agreement") is entered into and deemed effective January_____, 2014, (the "Effective Date") by and between ARTEMIS SUN INSTITUTIONAL SOLAR, INC. or its permitted assigns. ("Provider"), a Texas corporation and the City of San Luis, an Arizona municipality ("Purchaser"). Schedules 1-6 attached hereto to this Agreement are hereby incorporated by reference.

1. DEFINITIONS.

1.1 Definitions. In addition to other terms specifically defined elsewhere in this Agreement, where capitalized, the following words and phrases shall be defined as follows:

"Affiliate" means, with respect to any specified Person, any other Person directly or indirectly controlling, controlled by or under common control with such specified Person.

"Agreement" has the meaning in the Preamble.

"Annual Escalation Rate" means the contractually agreed upon increase in the PPA rate each year to be used in the calculation of the "Monthly Fee" that the Purchaser shall pay to the Provider pursuant to this Agreement.

"Applicable Law" means, with respect to any Person, any constitutional provision, law, statute, rule, regulation, ordinance, treaty, order, decree, judgment, decision, certificate, holding, injunction, registration, license, franchise, permit, authorization, guideline, Governmental Approval, consent or requirement of any Governmental Authority having jurisdiction over such Person or its property, enforceable at law or in equity, including the interpretation and administration thereof by such Governmental Authority.

"Assignment" has the meaning set forth in Section 13.1.

"Bankruptcy Event" means with respect to a Party, that either:

(i) such Party has (A) applied for or consented to the appointment of, or the taking of possession by, a receiver, custodian, trustee or liquidator of itself or of all or a substantial part of its property; (B) admitted in writing its inability, or be generally unable, to pay its debts as such debts become due; (C) made a general assignment for the benefit of its creditors; (D) commenced a voluntary case under any bankruptcy law; (E) filed a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding up, or composition or readjustment of debts; (F) failed to controvert in a timely and appropriate manner, or acquiesced in writing to, any petition filed against such Party in an involuntary case under any bankruptcy law; or (G) taken any corporate or other action for the purpose of effecting any of the foregoing.

(ii) a proceeding or case has been commenced without the application or consent of such Party in any court of competent jurisdiction seeking (A) its liquidation, reorganization, dissolution or winding-up or the composition or readjustment of debts or, (B) the appointment of a trustee, receiver, custodian, liquidator or the like of such Party under any bankruptcy law, and such proceeding or case has

continued undefended, or any order, judgment or decree approving or ordering any of the foregoing shall be entered and continue unstayed and in effect for a period of sixty (60) days.

"Business Day" means any day other than Saturday, Sunday or any other day on which banking institutions in the State of Arizona and the State of Texas are required or authorized by Applicable Law to be closed for business.

"Buyout Price" means, as of any Purchase Date, the dollar amount affixed next to such date on Schedule 3.

"Commercial Operation Date" has the meaning set forth in Section 3.4(b).

"Confidential Information" has the meaning set forth in Section 15.1.

"Contractor" means the Provider's contractor performing the engineering, procurement, and construction services for the System.

"Delivery Point" shall mean the Utility Meter point at which the Solar Services from the System is delivered.

"Early Termination Date" means any date on which this Agreement terminates other than by reason of expiration of the Term.

"Effective Date" means the last date set forth on the signature page.

"Environmental Attributes" shall mean, without limitation, carbon trading credits, renewable energy credits or certificates, emissions reduction credits, emissions allowances, green tags, tradable renewable credits, Green-e® products, any other transferable indicia or instrument denoting carbon offset credits or indicating generation of a particular quantity of energy by a renewable energy facility, or any other instrument assigning value to the production of solar energy separate from the actual electricity, either now existing or created in the future.

"Fair Market Value" means, with respect to any tangible asset or service (inclusive of projected revenues from such assets or services), the price that would be negotiated in an arms-length, free market transaction, for cash, between an informed, willing seller and an informed, willing buyer, neither of whom is under compulsion to complete the transaction. Fair Market Value of the System will be determined pursuant to Section 2.3.

"Financing Party" means, as applicable (i) any Person (or its agent) from whom Provider (or an Affiliate of Provider) leases the System, or (ii) any Person (or its agent) who has made or will make a loan to or otherwise provider financing to Provider (or an Affiliate of Provider) with respect to the System, whether such financing through debt or equity (including sale/leaseback or other financing structures.

"Force Majeure Event" has the meaning set forth in Section 10.1.

"Governmental Approval" means any approval, consent, franchise, permit, certificate, resolution, concession, license, or authorization issued by or on behalf of any applicable Governmental Authority.

"Governmental Authority" means any federal, state, regional, county, town, city, or municipal government, whether domestic or foreign, or any department, agency, bureau, or other administrative, regulatory or judicial body of any such government.

"Indemnified Persons" means the Purchaser Indemnified Parties or the Provider Indemnified Parties, as the context requires.

"Installation Work" means the permitting, design, engineering, development, construction and installation of the System and the start-up, testing and acceptance (but not the operation and maintenance) thereof, all performed by or for Provider.

"Invoice Date" has the meaning set forth in Section 6.3.

"Liens" has the meaning set forth in Section 7.1(d).

"Local Electric Utility" means, as of any time, the local electric distribution owner and operator currently providing electric distribution and interconnection services to Purchaser at the Premises.

"Losses" means all losses, liabilities, claims, demands, suits, causes of action, judgments, awards, damages, cleanup and remedial obligations, interest, fines, fees, penalties, costs and expenses excluding all attorneys' fees and other costs and expenses incurred in defending any such claims or other matters or in asserting or enforcing any indemnity obligation

"Lost Revenues" has the meaning set forth in Section 7.2(g).

"Monthly Fee" has the meaning set forth in Section 6.1.

"Off-Line Day" has the meaning set forth in Section 7.2(g).

"Option Price" has the meaning set forth in Section 2.2.

"Party" or "Parties" has the meaning set forth in the preamble to this Agreement.

"Person" means an individual, partnership, corporation, limited liability company, business trust, joint stock company, trust, unincorporated association, joint venture, firm, or other entity, or a Governmental Authority.

"PPA Rate" means the price per kWh set forth in Schedule 4.

"Premises" means the premises described in Schedule 1. For the avoidance of doubt, the Premises includes the entirety of any structures and underlying real property located at the address described in Schedule 1. Schedule 1 has no address

"Provider" means Artemis Sun Institutional Solar, Inc. or one of its permitted assignees, a special purpose entity formed to facilitate the necessary financing and funding of the System by a Financing Party pursuant to Section 12.3 of this Agreement.

"Provider Default" has the meaning set forth in Section 10.1(a).

"Provider Indemnified Parties" has the meaning set forth in Section 15.1.

"Purchase Date" means the date that is twenty (20) years after the Commercial Operation Date, and each successive annual anniversary of the Commercial Operation Date.

"Purchaser" has the meaning set forth in the Preamble.

"Purchaser Default" has the meaning set forth in Section 10.2(a).

"Purchaser Indemnified Parties" has the meaning set forth in Section 15.1.

"Representative" has the meaning set forth in Section 15.1.

"Security Interest" has the meaning set forth in Section 8.2.

"Solar Incentives" means any accelerated depreciation, installation or production-based incentives, investment tax credits and other tax benefits or subsidies that owners of solar systems are entitled.

"Solar Insolation" or "Insolation" means the amount of solar kWh per square meter falling on a particular location, as reasonably determined by Provider.

"Solar Services" means the supply of electrical energy output from the System.

"Stated Rate" means a rate per annum equal to the greater of (a) the "prime rate" (as reported in The Wall Street Journal) plus twelve percent (12%) and (b) the maximum rate allowed by Applicable Law.

"System" means the integrated assembly of photovoltaic panels, mounting assemblies, inverters, converters, metering, lighting fixtures, transformers, ballasts, disconnects, combiners, switches, wiring devices and wiring, more specifically described in Schedule 1.

"System Operations" means the Provider's operation, maintenance and repair of the System performed in accordance the requirements herein.

"Term" has the meaning set forth in Section 2.1.

"Transfer Time" has the meaning set forth in Section 2.5(b).

"Utility Meter" means the meter affixed to the property listed in Schedule 1 or any replacement meter installed during the term of this Agreement.

1.2 Interpretation. In this Agreement, unless the context requires otherwise, the singular includes the plural and the plural the singular, words importing any gender include the other gender; references to statutes, sections or regulations are to be construed as including all statutory or regulatory provisions consolidating, amending, replacing, succeeding or supplementing the statute, section or regulation referred to; the words "including," "includes" and "include" shall be deemed to be followed by the words "without limitation" or "but not limited to" or words of similar import; references to articles, sections (or subdivisions of sections), exhibits, annexes or schedules are to those of this Agreement unless otherwise indicated; references to agreements and other contractual instruments shall be deemed to include all exhibits and appendices attached thereto and all subsequent amendments and

other modifications to such instruments, and references to Persons include their respective successors and permitted assigns; the captions or headings in this Agreement are strictly for convenience and shall not be considered in interpreting this Agreement; the words "include", "includes", and "including" mean include, includes, and including "without limitation" and "without limitation by specification"; the words "hereof", "herein", and "hereunder" and words of similar import refer to this Agreement as a whole and not to any particular provision of this Agreement; except as the context otherwise indicates, all references to "Articles" and "Sections" refer to Articles and Sections of this Agreement.

2. TERM AND TERMINATION.

2.1 Term. The term of this Agreement shall commence on the Effective Date and shall continue for twenty (20) years from the Commercial Operations Date ("Term"), unless and until terminated earlier pursuant to the provisions of this Agreement.

2.2 Purchase Option. On any Purchase Date, so long as a Purchaser Default shall not have occurred and be continuing, Purchaser has the option to purchase the System for a purchase price (the "Option Price") equal to the greater of (a) the Fair Market Value of the System as of the Purchase Date, or (b) the Buyout Price. To exercise its purchase option, Purchaser shall, not less than one hundred and eighty (180) days prior to the proposed Purchase Date, provide written notice to Provider of Purchaser's intent to exercise its option to purchase the System on such Purchase Date. In the event Purchaser confirms its exercise of the purchase option in writing to Provider, (i) the Parties shall promptly execute all documents necessary to (A) cause title to the System to pass to Purchaser by the Purchase Date, free and clear of any Liens, and (B) assign all vendor warranties for the System to Purchaser, and (ii) Purchaser shall pay the Option Price to Provider on the Purchase Date, such payment to be made in accordance with any previous written instructions delivered to Purchaser by Provider (or Provider's Financing Party, if applicable) for payments under this Agreement. Upon execution of the documents and payment of the Option Price, in each case as described in the preceding sentence, this Agreement shall terminate automatically.

2.3 Determination of Fair Market Value. To determine Fair Market Value, the Parties shall mutually select an independent appraiser with experience and expertise in the solar photovoltaic industry. Such appraiser shall act reasonably and in good faith to determine Fair Market Value and shall set forth such determination in a written opinion delivered to the Parties. The valuation made by the appraiser shall be binding upon the Parties in the absence of fraud or manifest error. The costs of the appraisal shall be borne by Purchaser.

2.4 Conditions to Provider's Obligations. Upon the occurrence of any of the following events or circumstances prior to the Commercial Operation Date, Provider may (at its sole discretion) terminate this Agreement, in which case neither Party shall have any liability to the other except for any liabilities that may have accrued prior to such termination:

(a) The Provider determines that the Premises, as is, are insufficient to accommodate the System.

(b) There exist site conditions (including environmental conditions) or construction requirements that were not known as of the Effective Date and that could reasonably be expected to

materially increase the cost of Installation Work or would adversely affect the electricity production from the System as designed.

(c) There is a material adverse change in the regulatory environment, incentive program or federal or state tax code (including the expiration of any incentive program or tax incentives in effect as of the Effective Date, unless such incentive has a sunset date that is known as of the Effective Date) that could reasonably be expected to adversely affect the economics of the installation for Provider and its investors.

(d) Provider is unable to obtain financing for the System on terms and conditions satisfactory to it.

(e) There has been a material adverse change in the rights of Purchaser to occupy the Premises or Provider to construct the System on the Premises.

(f) Purchaser has not received evidence reasonably satisfactory to it that interconnection services, (including a satisfactory net-metering program, if applicable).

(g) There has been a material adverse change in Purchaser's credit-worthiness.

(h) Provider determines, after conducting its own due diligence, that installation of the System is no longer commercially viable.

3. INSTALLATION AND TESTING OF SYSTEM.

3.1 Installation Work. Provider will cause the System to be designed, engineered, financed installed and constructed substantially in accordance with Schedule 2 and Applicable Law.

3.2 Approvals; Permits. To the extent reasonably requested, Purchaser will execute letters and other documents prepared by Provider to support the application for permits, waivers and approvals, and required or necessary Governmental Approvals, including local Governmental Approvals.

3.3 Interconnection. Purchaser will effectuate the execution of an interconnection agreement with the Local Electric Utility. Purchaser, with Provider's assistance, will obtain all permits, approvals, and other authorizations that may be required by any Governmental Authority or by the interconnected Local Electric Utility in connection with the interconnection of the System to the buildings electric system which in turn is interconnected to the Local Electric Utility, the purchase of the Solar Services, the flow of electricity from the System to the interconnected Local Electric Utility's system to the extent such electricity is not consumed by Purchaser, including the Net Metering Arrangements. Purchaser will comply with and maintain such permits, approvals, and authorizations in effect at all times during the Term, and at all times during the Term shall maintain Net Metering Arrangements and such other authorizations necessary for the flow of Local Electric Utility from the System to interconnected Local Electric Utility's system to the extent such Solar Services is not consumed by Purchaser. Purchaser shall be responsible for maintaining and fulfilling all obligations to its interconnected Local Electric Utility and any other electric service provider, including with respect to interconnection service, power supply service, and Net Metering Arrangements, and meeting all requirements imposed by its interconnected Local Electric Utility or other electric service provider and

any applicable state or local regulatory authorities with respect to such services and to the purchase of the Solar Services.

3.4 System Acceptance Testing

(a) Provider shall conduct testing of the System in accordance with such methods, acts, guidelines, standards and criteria reasonably accepted or followed by photovoltaic solar system integrators in the United States.

(b) If the results of such testing indicate that the System is capable of generating electric energy, using such instruments and meters as have been installed for such purposes, and the System has been approved for interconnected operation by the Local Electric Utility, and Provider is satisfied that all other events and circumstances have occurred to allow the System to generate energy and for Provider to operate the System, then Provider will send a written notice to Purchaser to that effect, and the date of such notice shall be the "Commercial Operation Date."

4. SYSTEM OPERATIONS.

4.1 Provider as Owner and Operator. The System will be owned by Provider (or, if financed through a sale/leaseback transaction, Provider's Financing Party) and will be operated and maintained and, as necessary, repaired by Provider at its sole cost and expense; provided, that any repair or maintenance costs incurred by Provider as a result Purchaser's breach of its obligations hereunder shall be reimbursed by Purchaser.

4.2 Metering. Provider shall install and maintain at the Delivery Point a utility grade kilowatt-hour (kWh) meter for the measurement of electrical energy provided by the System and may, at its election, install a utility grade kilowatt-hour (kWh) meter for the measurement of electrical energy delivered by the Local Electric Utility and consumed by Purchaser at the Premises. Provider will own, operate and maintain each Meter during the Term at its own expense.

5. DELIVERY OF SOLAR SERVICES.

5.1 Purchase Requirement. Purchaser agrees to purchase 100% of the Solar Services generated by the System and made available by Provider to Purchaser during the Term. The Parties acknowledge that (i) the Solar Services from the System will vary from time to time, (ii) Provider is not providing any warranty or guarantee of any particular level of Solar Services, (iii) Purchaser is solely responsible, at its cost and expense, for meeting any and all of its electricity needs in excess of the amounts produced by the System and (iv) Provider is not a utility or an electric provider, and does not assume any obligations of a utility or electric provider. Purchaser agrees that it shall consume the System Services as the primary supply to meet all electricity demand at the Premises.

5.2 Delivery. Title to, risk of loss, and custody and control of, the Solar Services shall pass from Provider to Purchaser at the Utility Meter. Purchaser shall bear the costs associated with the restoration of the delivery of Solar Services if an interruption of such supply of electricity is caused by the actions or inactions of Purchaser, the Premises or the Site.

5.3 Environmental Attributes and Solar Incentives. Purchaser's purchase of Solar Services does not include Environmental Attributes or Solar Incentives, each of which shall be owned by

Provider (or Provider's Financing Party if applicable) for the duration of the System's operating life. Purchaser disclaims any right to Solar Incentives or Environmental Attributes based upon the installation of the System at the Premises, and shall, at the request of Provider, execute any document or agreement reasonably necessary to fulfill the intent of this Section 5.3.

5.4 Title to System. Throughout the duration of this Agreement, Provider (or, in the case of a sale/leaseback financing, Provider's Financing Party) shall be the legal and beneficial owner of the System at all times, and the System shall remain the personal property of Provider (or Provider's Financing Party) and shall not attach to or be deemed a part of, or fixture to, the Premises. The System shall at all times retain the legal status of personal property as defined under Article 9 of the Uniform Commercial Code. Purchaser covenants that it will use reasonable commercial efforts to place all parties having an interest in or lien upon the real property comprising the Premises on notice of the ownership of the System and the legal status or classification of the System as personal property. If there is any mortgage or fixture filing against the Premises which could reasonably be construed as attaching to the System as a fixture of the Premises, Purchaser shall promptly provide, at Provider's request, a disclaimer or release from such lien holder. If Purchaser is the fee owner of the Premises, Purchaser consents to the filing by Provider, on behalf of Purchaser, of a disclaimer of the System as a fixture of the Premises in the office where real estate records are customarily filed in the jurisdiction of the Premises. If Purchaser is not the fee owner, Purchaser will, at Provider's request, use commercially reasonable efforts to obtain such consent from such owner.

5.5 Net Metering. The Parties recognize and acknowledge that, from time to time, (a) the Solar Services (or the capacity of the System to deliver electricity) may exceed Purchaser's demand for electricity at the Premises or (b) Purchaser may otherwise be unable to consume Solar Services delivered to the Delivery Point. Purchaser shall nonetheless accept and take title to the Solar Services at the Delivery Point, and Purchaser, with cooperation of Provider, shall make and maintain arrangements to deliver and sell to the Local Electric Utility at the Delivery Point and any Solar Services that exceeds Purchaser's demand for, or ability to consume, electricity during the Term at the Premises (such arrangements referred to as "Net Metering Arrangements"); provided that, if Purchaser fails to make such Net Metering Arrangements, whether such Net Metering Arrangements are part of the Local Electric Utility interconnection agreement or otherwise, and as a result of such failure, Provider cannot deliver Solar Services to Purchaser, the System shall be deemed to have delivered to Purchaser, and Purchaser shall be deemed to have accepted and purchased at the Delivery Point, the electricity that the System produced, or was capable of producing, and that would otherwise have been delivered to Purchaser as Solar Services, and Purchaser shall pay Provider with respect to such electricity, the sum (as reasonably determined by Provider) of (a) the product of (i) the number of kilowatt hours of electricity deemed to be so accepted and purchased (as determined during the first year of the Term on the basis of the output estimates and thereafter on the basis of the System performance in producing Solar Services during the previous twelve month period, in each case adjusted for prevailing conditions) multiplied by (ii) the PPA Rate plus (b) the value of the Environmental Attributes associated with such kilowatt hours of this definition deemed to be so accepted and purchased, based upon the market value of such Environmental Attributes on the basis of any existing agreement or agreements for the purchase and sale of the System's Environmental Attributes, or, to the extent such agreements do not cover all such Environmental Attributes, market data (determined by spot market quotes received by Provider from at least two reputable brokers).

6. PRICE AND PAYMENT.

6.1 Consideration. Purchaser shall pay to Provider a monthly payment (the "Monthly Fee") for the Solar Services generated by the System during each calendar month of the Term equal to the product of (x) Actual Monthly Production for the System for the relevant month multiplied by (y) the PPA Rate to be escalated annually at the Annual Escalation Rate as defined in Schedule 1 in accordance with this section. In the event a Meter is out of service or registers inaccurately, the measurement of a Meter shall be determined by the following alternatives, in the following order: (a) any alternative or back-up meter that Provider may have installed, if registering accurately, (b) a mathematical calculation, if upon a calibration test of such Meter, a percentage error is ascertainable, or (c) estimates of deliveries of Solar Services by reference to quantities measured during periods of similar conditions when such Meter was registering accurately. Meters found to be registering inaccurately shall be promptly repaired or adjusted to record more accurately.

6.2 Sales Tax. If the sale of the Solar Services hereunder becomes subject to sales, transfer or similar tax by any jurisdiction at any time, Purchaser shall be responsible for the payment of such tax in accordance with applicable law.

6.3 Invoice. Provider shall invoice Purchaser on or about the first day of each month (each, an "Invoice Date"), commencing on the first Invoice Date to occur after the Commercial Operation Date, for the Monthly Fee in respect of the immediately preceding month. The last invoice shall include production only through expiration or termination of this Agreement. Delays in the issuance of any such invoice shall not constitute any waiver of Purchaser's obligation to pay, or Provider's right to collect, any payment under any such invoice.

6.4 Time of Payment. Purchaser shall pay all amounts (without any set-off or deduction, except as may expressly be permitted under this Agreement) due hereunder within twenty-one (21) days after the receipt of the invoice.

6.5 Method of Payment. Purchaser shall make all payments under this Agreement by electronic funds transfer in immediately available funds to the account designated by Provider from time to time. All payments that are not paid when due shall bear interest accruing from the date becoming past due until paid in full at a rate equal to the Stated Rate.

6.6 Disputed Payments. Purchaser shall notify Provider in writing within three (3) Business Days of receipt of the monthly invoice of any portion of the invoiced amount which it has a reasonable basis to dispute in accordance and the basis for such dispute. If a *bona fide* dispute arises with respect to any invoice, Purchaser shall pay all undisputed amounts and shall not be deemed in default under this Agreement and the Parties shall not suspend the performance of their respective obligations hereunder, including payment of undisputed amounts owed hereunder. If an amount disputed by Purchaser is subsequently deemed to have been due pursuant to the applicable invoice, interest shall accrue at the Stated Rate on such amount from the date becoming past due under such invoice until the date paid.

7. GENERAL COVENANTS.

7.1 Provider's Covenants. Provider covenants and agrees to the following:

(a) Compliance. Provider shall supply Solar Services pursuant to the terms and conditions hereof.

(b) System Condition. Provider shall take actions reasonably necessary to ensure that the System is capable of providing Solar Services at a commercially reasonable continuous rate. This shall include continuous monitoring of System performance.

(c) Health and Safety. Provider shall take necessary and reasonable safety precautions with respect to providing the Installation Work, Solar Services, and System Operations that shall comply with all Applicable Laws pertaining to the health and safety of persons and real and personal property.

(d) Liens. Other than a Financing Party's security interest or ownership in personal property constituting the System, Provider shall not directly or indirectly cause, create, incur, assume or suffer to exist any mortgage, pledge, lien (including mechanics', labor or materialman's lien), charge, security interest, encumbrance or claim of any nature ("Liens") on or with respect to the Premises or any interest therein, in each case to the extent such Lien arises from or is related to Provider's performance or non-performance of its obligations hereunder. If Provider breaches its obligations under this Section, it shall (i) immediately notify Purchaser in writing, (ii) promptly cause such Lien to be discharged and released of record without cost to Purchaser, and (iii) defend and indemnify Purchaser against all costs and expenses incurred in discharging and releasing such Lien, provided that Provider shall be entitled to a reasonable amount of time to challenge such liens.

(e) Compliance. Provider shall comply with all terms and obligations hereunder.

7.2 Purchaser's Covenants. Purchaser covenants and agrees as follows:

(a) Notice of Damage or Emergency. Purchaser shall (x) promptly notify Provider as it becomes aware of any damage to or loss of the use of the System or that could reasonably be expected to adversely affect the System, (y) promptly notify Provider as it becomes aware of any event or circumstance that poses an imminent risk to human health, the environment, the System or the Premises.

(b) Liens. Purchaser shall not directly or indirectly cause, create, incur, assume or suffer to exist any Liens on or with respect to the System or any interest therein. If Purchaser breaches its obligations under this Section, it shall immediately notify Provider in writing, shall promptly cause such Lien to be discharged and released of record without cost to Provider, and shall indemnify Provider against all costs and expenses incurred in discharging and releasing such Lien. If Purchaser does not timely discharge a Lien, Provider shall be entitled discharge Lien, and Purchaser shall be required to reimburse Provider for all costs incurred in the discharge of such Lien.

(c) Consents and Approvals. Purchaser shall ensure that any authorizations described below that are required of Purchaser under this Agreement are provided in a timely manner. To the extent that only Purchaser is authorized to request, obtain or issue any necessary approvals, permits, rebates or other financial incentives, Purchaser shall execute any document or application provided by Provider that is reasonably necessary to obtain such approvals, permits, rebates or other financial incentives.

(d) Access to Premises, Grant of License. If Purchaser controls the Premises: (i) Purchaser hereby grants to Provider a license, from the Effective Date until the commencement of the Installation Work, to perform industry standard due diligence of the Premises, including a review of the rooftops at the Premises, and (ii) Purchaser agrees to enter into a site lease agreement pursuant to which Purchaser grants to Provider all real property rights necessary for Provider to perform its obligations under this Agreement.

(e) Temporary storage space during installation or removal. Purchaser shall provide space at the Premises for the temporary storage and staging of tools, materials and equipment and for the parking of construction crew vehicles and temporary construction trailers and facilities reasonably necessary during the Installation Work, System Operations or System removal, and access for rigging and material handling.

(f) Sunlight Easements. Purchaser will take all reasonable actions as necessary to prevent other buildings, structures or flora on Purchaser's premises from overshadowing or otherwise blocking access of sunlight to the System.

(g) Non-Interference. Purchaser and those of its principals, agents, employees, contractors and invitees shall not interfere with or delay Providers construction, installation, operation or maintenance of the System. Following the Commercial Operation Date, for each day that any portion of the System is off-line due to Purchaser's interference or delay (each, an "Off-Line Day"), Purchaser shall pay to Provider an amount equal to the sum (such sum, collectively, the "Lost Revenues") of (a) the product of (i) the average number of kilowatt hours of electricity on the same calendar day of the year as the Off-Line Day *multiplied by* (ii) the Solar Electricity Price *plus* (b) the value of the Environmental Credits that would have been created with such kilowatt hours of energy output from the System determined in accordance with clause (a) of this definition deemed to be so accepted and purchased, based upon the market value of such Environmental Credits on the basis of any existing agreement or agreements for the purchase and sale of the System's Environmental Credits, or, to the extent such agreements do not cover all such Environmental Credits, market data (determined by spot market quotes received by Provider from at least three reputable brokers).

(h) Meter. Purchaser shall maintain a metered account with the local utility. This obligation shall survive any early termination of this Agreement.

8. REPRESENTATIONS & WARRANTIES.

8.1 Representations and Warranties Relating to Agreement Validity. Each Party represents and warrants to the other as of the Effective Date that:

(a) it is duly organized and validly existing and in good standing in the jurisdiction of its organization and, if applicable, qualified to do business in the state in which the System will operate;

(b) it has the full right and authority to enter into, execute, deliver, and perform its obligations under this Agreement;

(c) it has taken all requisite corporate or other action to approve the execution, delivery, and performance of this Agreement;

(d) this Agreement constitutes its legal, valid and binding obligation enforceable against such Party in accordance with its terms, except as may be limited by applicable bankruptcy, insolvency, reorganization, moratorium, and other similar laws now or hereafter in effect relating to creditors' rights generally;

(e) there is no litigation, action, proceeding or investigation pending or, to the best of its knowledge, threatened before any court or other Governmental Authority by, against, affecting or involving any of its business or assets that could reasonably be expected to adversely affect its ability to carry out the transactions contemplated herein; and

(f) its execution and performance of this Agreement and the transactions contemplated hereby do not constitute a breach of any term or provision of, or a default under, (i) any contract or agreement to which it or any of its Affiliates is a party or by which it or any of its Affiliates or its or their property is bound, (ii) its organizational documents, or (iii) any Applicable Laws.

8.2 Representations Regarding Security Interest. Purchaser has been advised that part of the collateral securing the financial arrangements for the System may be the granting of a first priority perfected security interest (the "Security Interest") in the System to a Financing Party. In connection therewith, Purchaser represents and warrants as follows:

(a) To Purchaser's knowledge, the granting of the Security Interest will not violate any term or condition of any covenant, restriction, lien, financing agreement, or security agreement affecting the Premises.

(b) Purchaser is aware of no existing lease, mortgage, security interest or other interest in or lien upon the Premises that could attach to the System as an interest adverse to Provider's Financing Party's Security Interest therein.

(c) To Purchaser's knowledge, there exists no event or condition which constitutes a default, or would, with the giving of notice or lapse of time, constitute a default under this Agreement.

Any Financing Party shall be an intended third-party beneficiary of this Section 8.2.

8.3 EXCLUSION OF WARRANTIES. EXCEPT AS EXPRESSLY SET FORTH IN SECTIONS 3.1, 4.1, 5.2, AND 7.1 AND THIS SECTION 8, THE INSTALLATION WORK, SYSTEM OPERATIONS, AND SOLAR SERVICES PROVIDED BY PROVIDER TO PURCHASER PURSUANT TO THIS AGREEMENT SHALL BE "AS-IS WHERE-IS." NO OTHER WARRANTY TO PURCHASER OR ANY OTHER PERSON, WHETHER EXPRESS, IMPLIED OR STATUTORY, IS MADE AS TO THE INSTALLATION, DESIGN, DESCRIPTION, QUALITY, MERCHANTABILITY, COMPLETENESS, USEFUL LIFE, FUTURE ECONOMIC VIABILITY, OR FITNESS FOR ANY PARTICULAR PURPOSE OF THE SYSTEM, THE SOLAR SERVICES OR ANY OTHER SERVICE PROVIDED HEREUNDER OR DESCRIBED HEREIN, OR AS TO ANY OTHER MATTER, ALL OF WHICH ARE EXPRESSLY DISCLAIMED BY PROVIDER.

9. **FORCE MAJEURE.**

9.1 Definition. "Force Majeure Event" means any act or event that prevents the affected Party from performing its obligations in accordance with the Agreement, if such act or event is beyond the reasonable control, and not the result of the fault or negligence of the affected Party, and such Party had been unable to overcome such act or event with the exercise of due diligence (including the expenditure of reasonable sums). Subject to the foregoing conditions, "Force Majeure Event" shall include without limitation the following acts or events: (i) natural phenomena, such as storms, hurricanes, floods, lightning, volcanic eruptions and earthquakes; (ii) explosions or fires arising from lightning or other causes unrelated to the acts or omissions of the Party seeking to be excused from performance; (iii) acts of war or public disorders, civil disturbances, riots, insurrection, sabotage, epidemic, terrorist acts, or rebellion; (iv) strikes or labor disputes (except strikes or labor disputes caused solely by employees of the Provider or as a result of such party's failure to comply with a collective bargaining agreement). A Force Majeure Event shall not be based on the economic hardship of either Party.

9.2 Excused Performance. Except as otherwise specifically provided in this Agreement, neither Party shall be considered in breach of this Agreement or liable for any delay or failure to comply with this Agreement (other than the failure to pay amounts due hereunder), if and to the extent that such delay or failure is attributable to the occurrence of a Force Majeure Event; provided that the Party claiming relief under this Section 9 shall immediately (i) notify the other Party in writing of the existence of the Force Majeure Event, (ii) exercise commercially reasonable efforts necessary to minimize delay caused by such Force Majeure Event, (iii) notify the other Party in writing of the cessation or termination of said Force Majeure Event and (iv) resume performance of its obligations hereunder as soon as practicable thereafter; provided, however, that Purchaser shall not be excused from making any payments and paying any unpaid amounts due in respect of Solar Services delivered to Purchaser prior to the Force Majeure Event performance interruption.

9.3 Termination in Consequence of Force Majeure Event. If a Force Majeure Event shall have occurred that has affected Provider's performance of its obligations hereunder and that has continued for a continuous period of one hundred eighty (180) days, then Provider shall be entitled to terminate this Agreement upon sixty (60) days' prior written notice to Purchaser. Upon such termination for a Force Majeure Event, neither Party shall have any liability to the other (other than any such liabilities that have accrued prior to such termination and other than Provider's obligation under Section 2.5 hereof).

10. **DEFAULT.**

10.1 Provider Defaults and Purchaser Remedies.

(a) Provider Defaults. The following events shall be defaults with respect to Provider (each, a "Provider Default"):

(i) A Bankruptcy Event shall have occurred with respect to Provider;

(ii) Provider fails to pay Purchaser any undisputed amount owed under this Agreement within thirty (30) days from receipt of notice from Purchaser of such past due amount; and

(iii) Provider breaches any material term of this Agreement after the following applicable grace periods : (A) if such breach can be cured within thirty (30) days, thirty (30) days after Purchaser's written notice of such breach, or (B) if such breach will take more than thirty (30) days to cure, Provider fails to commence and pursue a cure within thirty (30) days after Purchaser's written notice of such breach, but in no event shall such cure period extend beyond ninety (90) days).

10.2 Purchaser Defaults and Provider's Remedies.

(a) Purchaser Default. The following events shall be defaults with respect to Purchaser (each, a "Purchaser Default"):

(i) A Bankruptcy Event shall have occurred with respect to Purchaser;

(ii) Purchaser breaches any material term of this Agreement after the following applicable grace periods : (A) if such breach can be cured within sixty (60) days, sixty (60) days after Provider's written notice of such breach, or (B) if such breach will take more than sixty (60) days to cure, Purchaser fails to commence and pursue a cure within sixty (60) days after Provider's written notice of such breach, but in no event shall such cure period extend beyond one hundred and eighty (180) days).

(iii) "Purchaser fails to pay Provider any undisputed amount due Provider under this Agreement within thirty (30) days from actual receipt of payment notice default from Provider that has been hand-delivered, sent by registered or certified mail, or by commercial overnight delivery service and shall be deemed delivered when acknowledgment of receipt has been signed by an officer, agent or employee of Purchaser who is authorized to accept service of process. ~~"in accordance with the Notice procedures in Section 14.~~

(b) Remedies. If a Purchaser Default has occurred and is continuing, in addition to other legal and equitable remedies expressly provided herein, and subject to Section 12, Provider may terminate this Agreement and upon such termination, Provider shall be entitled to receive from Purchaser damages equal to the estimated production of the System (as reasonably determined by Provider) over the remainder of the Term, multiplied by the average PPA Rate over the remainder of the Term plus the average price of all Environmental Attributes over the previous year ("Annual Reimbursement Price"). If a Provider Default has occurred, then Purchaser shall have the right to terminate this Agreement upon sixty (60) days' prior written notice to Provider, and in such event this Agreement shall terminate upon the expiration of such sixty (60) day period unless such Provider Default has been cured or waived within such sixty (60) day period.

11. **LIMITATIONS OF LIABILITY**. Except as expressly provided herein, neither Party shall be liable to the other Party or its Indemnified Persons for any special, punitive, exemplary, indirect, or consequential damages, losses or damages for lost revenue or lost profits, whether foreseeable or not, arising out of, or in connection with this Agreement.

12. **ASSIGNMENT.**

12.1 Generally. This Agreement and the rights and obligations under this Agreement shall be binding upon and shall inure to the benefit of Provider and Purchaser and their respective successors

and permitted assigns. Any purported assignment in violation of this Article 12 shall be null and void ab initio.

12.2 Assignment by Purchaser. Purchaser shall not assign its interests in this Agreement, nor any part thereof, without Provider's prior written consent.

12.3 Assignment by Provider. Except as expressly provided herein whereby Artemis Sun Institutional Solar, Inc. may assign this Agreement to one of its permitted assignees, a special purpose entity formed to facilitate the necessary financing and funding of the System by a Financing Party pursuant to this Agreement. Provider shall not sell, transfer or assign this Agreement or any right, interest or obligation therein (collectively, an "Assignment"), without the prior written consent of Purchaser; provided, however, that, without the prior consent of Purchaser, Provider may (i) make an Assignment to an Affiliate of Provider; (ii) make an Assignment through merger, consolidation or sale of all or substantially all of Provider's stock, interests or assets; (iii) collaterally assign or pledge its interests hereunder and/or in the Systems or any monies due under this Agreement, with any such assignee/pledgee having all rights typical of a secured lender; (iv) make an Assignment to as part of a sale/leaseback financing, so long as Provider or an Affiliate thereof acts as lessee under such financial lease; and (v) make an Assignment to a project-specific owner of a System to be located on such Property, so long as Provider or an Affiliate thereof remain as operator of such System, in each case provided Provider provides notice to Purchaser of such assignment within fifteen (15) days following such assignment. Otherwise, Provider may make an Assignment of Provider's rights and obligations hereunder only upon Purchaser's prior consent; provided that Purchaser shall not unreasonably withhold its consent to an Assignment of Provider's rights and obligations hereunder if Purchaser has been provided with reasonable proof that the proposed assignee: (x) has comparable experience in operating and maintaining photovoltaic solar systems comparable to the Systems; and (y) has the financial capability to maintain the Systems and perform hereunder. A direct assignee of Provider's obligations hereunder shall assume in writing the due performance of all Provider's obligations under this Agreement. Purchaser will provide such confirmations, releases and novations as are reasonably requested by Provider in connection with any such assignment.

12.4 Financing Accommodations. Purchaser acknowledges that Provider may be financing the acquisition and installation of the Systems with funding from one or more Financing Parties, Lenders or third-party capital providers. Such financings may include the sale or sale/leaseback of one or more of the Systems to tax-advantaged entities. At Provider's request, Purchaser will provide Provider, Lenders and capital providers with commercially reasonable direct agreements, legal opinions, consents, subordinations, waivers, confirmations, estoppels, and its most recent annual audited and quarterly financial statements as may be reasonably requested from time to time. At Provider's sole discretion, such instruments may include the ability of such its Financing Parties, Lenders or capital providers to enforce Provider's rights hereunder, cure any Provider Default, receive concurrent notices to Provider and exercise normal and customary rights of secured parties and otherwise in accordance with Schedule 5 attached hereto.

13. NOTICES.

13.1 Notice Addresses. Unless otherwise provided in this Agreement, all notices and communications concerning this Agreement shall be in writing and addressed to the other Party (or

Financing Party, as the case may be) at the addresses set forth in Schedule 6, or at such other address as may be designated in writing to the other Party from time to time.

13.2 Notice. Unless otherwise provided herein, any notice provided for in this Agreement shall be hand delivered, sent by registered or certified U.S. Mail, postage prepaid, or by commercial overnight delivery service, or transmitted by facsimile or email and shall be deemed delivered to the addressee or its office when received at the address for notice specified above when hand delivered, upon confirmation of sending when sent by facsimile (if sent during normal business hours or the next Business Day if sent at any other time), on the Business Day after being sent when sent by overnight delivery service (Saturdays, Sundays and legal holidays excluded), five (5) Business Days after deposit in the mail when sent by U.S. mail, or if via email upon receipt confirmation by the recipient, or an agent or employee of the recipient.

13.3 Address for Invoices. All invoices under this Agreement shall be sent to the address provided by Purchaser. Invoices shall be sent by regular first class mail postage prepaid.

14. CONFIDENTIALITY.

14.1 Confidentiality Obligation. If either Party provides confidential information, including business plans, strategies, financial information, proprietary, patented, licensed, copyrighted or trademarked information, and/or technical information regarding the financing, design, operation and maintenance of the System or of Purchaser's business ("Confidential Information") to the other or, if in the course of performing under this Agreement or negotiating this Agreement a Party learns Confidential Information regarding the facilities or plans of the other, the receiving Party shall (a) protect the Confidential Information from disclosure to third parties with the same degree of care accorded its own confidential and proprietary information, and (b) refrain from using such Confidential Information, except in the negotiation and performance of this Agreement. Notwithstanding the above, a Party may provide such Confidential Information to its officers, directors, members, managers, employees, agents, insurers, contractors and consultants, and Affiliates, lenders, and potential assignees of this Agreement or acquirers of Provider or its Affiliates (provided and on condition that such potential assignees be bound by a written agreement restricting use and disclosure of Confidential Information) (collectively, "Representatives"), in each case whose access is reasonably necessary. Each such recipient of Confidential Information shall be informed by the Party disclosing Confidential Information of its confidential nature and shall be directed to treat such information confidentially and shall agree to abide by these provisions. In any event, each Party shall be liable (with respect to the other Party) for any breach of this provision by any entity to whom that Party improperly discloses Confidential Information. All Confidential Information shall remain the property of the disclosing Party and shall be returned to the disclosing Party or destroyed after the receiving Party's need for it has expired or upon the request of the disclosing Party.

14.2 Permitted Disclosures. Notwithstanding any other provision herein, neither Party shall be required to hold confidential any information that:

(a) becomes publicly available other than through the receiving Party;

(b) is required to be disclosed by a Governmental Authority, under Applicable Law or pursuant to a validly issued subpoena or required filing, but a receiving Party subject to any such requirement shall promptly notify the disclosing Party of such requirement;

(c) is independently developed by the receiving Party; or

(d) becomes available to the receiving Party without restriction from a third party under no obligation of confidentiality.

14.3 Goodwill and Publicity. Neither Party shall use the name, trade name, service mark, or trademark of the other Party in any promotional or advertising material without the prior written consent of such other Party. At no time will either Party acquire any rights whatsoever to any trademark, trade name, service mark, logo or other intellectual property right belonging to the other Party. The Parties shall coordinate and cooperate with each other when making public announcements related to the execution and existence of this Agreement, and each Party shall have the right to promptly review, comment upon, and approve any publicity materials, press releases, or other public statements by the other Party that refer to, or that describe any aspect of, this Agreement. Notwithstanding the foregoing, the Parties agree that Purchaser and/or Provider may, at its respective sole discretion, take photographs of the installation process of the System and/or the completed System, and shall be permitted to use such images (regardless of media) in its marketing efforts, including but not limited to use in brochures, advertisements, websites and news outlet or press release articles. The images shall not include any identifying information without the mutual consent of the Parties and the installation site shall not be disclosed beyond the type of establishment (such as "College" or such other general terms), the city and state.

14.4 Enforcement of Confidentiality Obligation. Each Party agrees that the disclosing Party would be irreparably injured by a breach of this Article by the receiving Party or its Representatives or other Person to whom the receiving Party discloses Confidential Information of the disclosing Party and that the disclosing Party may be entitled to equitable relief, including injunctive relief and specific performance, in the event of any breach of the provisions of this Article. To the fullest extent permitted by Applicable Law, such remedies shall not be deemed to be the exclusive remedies for a breach of this Article, but shall be in addition to all other remedies available at law or in equity.

15. INDEMNITY.

15.1 Provider's Indemnity. Subject to Section 12, Provider agrees that it shall indemnify and hold harmless Purchaser, its permitted successors and assigns and their respective directors, officers, members, shareholders and employees (collectively, the "Purchaser Indemnified Parties") from and against any and all Losses incurred by the Purchaser Indemnified Parties to the extent arising from or out of any claim for, or arising out of, any injury to or death of any Person or loss or damage to property of any Person to the extent arising out of Provider's negligence or willful misconduct. Provider shall not, however, be required to reimburse or indemnify any Purchaser Indemnified Party for any Loss to the extent such Loss is due to the negligence or willful misconduct of any Purchaser Indemnified Party.

15.2 Purchaser's Indemnity. Subject to Section 12, Purchaser agrees that it shall indemnify and hold harmless Provider, its permitted successors and assigns and their respective directors, officers,

members, shareholders and employees (collectively, the "Provider Indemnified Parties") from and against any and all Losses incurred by the Provider Indemnified Parties to the extent arising from or out of any claim for, or arising out of, any injury to or death of any Person or loss or damage to property of any Person to the extent arising out of Purchaser's negligence or willful misconduct. Purchaser shall not, however, be required to reimburse or indemnify any Provider Indemnified Party for any Loss to the extent such Loss is due to the negligence or willful misconduct of any Provider Indemnified Party.

16. INSURANCE.

16.1 Provider Insurance. Provider shall maintain (or shall cause its independent contractors to maintain) without interruption during construction of the System, general liability insurance, professional liability insurance and workers compensation insurance as required by state law, in respect of the design, construction and installation of the System with a company or companies rated A- or above by A.M. Best, in an amount not less than one million dollars ($1,000,000) comprehensive single limit or such statutorily required amounts. Provider shall maintain (or shall cause its independent contractors to maintain) without interruption from the Commercial Operation Date until expiration of the Term, with a company or companies rated A- or above by A.M. Best, insurance for personal injury and property damage occurring upon or about the Site, naming the Purchaser as additional insured as its interests may appear in the following amounts: (a) Commercial General Liability with limits of 2,000,000 General Aggregate; 1,000,000 Products & Completed Operations Aggregate, 1,000,000 Each Occurrence, 1,000,000 Personal Injury (Advertising Injury Excluded), 50,000 Fire Damage, Any One Fire, 5,000 Medical Payments, Each Person Excess Liability.

16.2 Purchaser Insurance. Purchaser (or its affiliates) shall maintain without interruption from the commencement of the Term, with a company or companies rated A- or above by A.M. Best, the following insurance: (a) general liability insurance in an amount an amount not less than three million dollars ($3,000,000) and (b) if applicable, property insurance in an amount not less than the replacement value of the Premises. Such insurance shall name Provider (and, if applicable) any Financing Parties as additional insureds as their interests may appear.

16.3 Certificates of Insurance. Each Party will maintain the certificate(s) of insurance evidencing the insurance required and shall provide such certificates to the other Party within one (1) week of a request. Such certificate(s) shall contain a provision that coverage afforded under the policies will not be canceled or allowed to expire until at least thirty (30) days' prior written notice has been given to the other Party.

17. MISCELLANEOUS.

17.1 Integration; Exhibits. This Agreement, together with the Exhibits and Schedules attached thereto and hereto, constitute the entire agreement and understanding between Provider and Purchaser with respect to the subject matter thereof and supersedes all prior agreements relating to the subject matter hereof, which are of no further force or effect. The Exhibits and Schedules attached thereto and hereto are integral parts hereof and are made a part of this Agreement by reference.

17.2 Amendments. This Agreement may only be amended, modified or supplemented by an instrument in writing executed by duly authorized representatives of Provider and Purchaser.

17.3 Industry Standards. Except as otherwise set forth herein, for the purpose of this Agreement the normal standards of performance within the solar photovoltaic power generation industry in the relevant market shall be the measure of whether a Party's performance is reasonable and timely.

17.4 Cumulative Remedies. Except as set forth to the contrary herein, any right or remedy of Provider or Purchaser shall be cumulative and without prejudice to any other right or remedy, whether contained herein or not.

17.5 Limited Effect of Waiver. The failure of Provider or Purchaser to enforce any of the provisions of this Agreement, or the waiver thereof, shall not be construed as a general waiver or relinquishment on its part of any such provision, in any other instance or of any other provision in any instance.

17.6 Survival. The obligations under, 2.5 (Removal of System), Section 7.1(c) (Provider Covenant), Sections 7.2(d), 7.2(e), 7.2(f), and 7.2(g) (Purchaser Covenants), Section 8.3 (Exclusion of Warranties), Article 9 (Taxes and Governmental Fees), Article 11 (Limitation of Liability), Article 13 (Notices), Article 14 (Confidentiality), Article 15 (Indemnity) Article 17 (Miscellaneous), or pursuant to other provisions of this Agreement that, by their sense and context, are intended to survive termination of this Agreement shall survive the expiration or termination of this Agreement for any reason.

17.7 Governing Law. This Agreement is entered into in Arizona and shall be construed and interpreted under the laws of the State of Arizona. In particular, this Agreement is subject to the provisions of A.R.S. § 38 511. Any legal action relating to this Agreement shall be brought in either the Yuma County Superior Court or in the United States District Court for the District of Arizona at the election of the plaintiff in such legal action, provided, however, that nothing in this paragraph will be deemed to have authorized the bringing of any legal action in a court which does not otherwise have jurisdiction to adjudicate the legal action..

No Personal Liability. No member, official or employee of the Purchaser shall be personally liable to Provider, or any successor or assignee, (a) in the event of any default or breach by the Purchaser, (b) for any amount which may become due to the Provider or its successor or assign, or (c) pursuant to any obligation of the Purchaser under the terms of this Agreement.

17.8 Severability. If any term, covenant or condition in this Agreement shall, to any extent, be invalid or unenforceable in any respect under Applicable Law, the remainder of this Agreement shall not be affected thereby, and each term, covenant or condition of this Agreement shall be valid and enforceable to the fullest extent permitted by Applicable Law and, if appropriate, such invalid or unenforceable provision shall be modified or replaced to give effect to the underlying intent of the Parties and to the intended economic benefits and risks of the Parties.

17.9 Relation of the Parties. The relationship between Provider and Purchaser shall not be that of partners, agents, or joint ventures for one another, and nothing contained in this Agreement shall be deemed to constitute a partnership or agency agreement between them for any purposes, including federal income tax purposes. Provider and Purchaser, in performing any of their obligations hereunder,

shall be independent contractors or independent parties and shall discharge their contractual obligations at their own risk.

17.10 Multiple Counterparts. This Agreement and any amendments of this Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Any signature page of any such counterpart, or any electronic facsimile or PDF (or similar electronic format) thereof, may be attached or appended to any other counterpart to complete a fully executed counterpart of this Agreement. Any electronic facsimile or PDF (or similar electronic format) transmission of any signature of a Party shall be deemed an original and shall bind such Party.

[Remainder of page intentionally left blank.]

These General Terms and Conditions are witnessed and acknowledged by Provider and Purchaser below.

"Provider": ARTEMIS SUN INSTITUTIONAL SOLAR, INC.

By: _____

Name: CHRISTOPHER D. THOMPSON

Title: PRESIDENT

Date: January___, 2014

"Purchaser": The City of San Luis, Arizona

By: Ralph Velez

Print Name: Ralph Velez

Title: City Manager

Date: January 30, 2014

Schedule 1

Project Overview

Site:	
Termination Date:	20 years from the Commercial Operation Date.
Local Electric Utility:	
Commercial Operation Deadline:	_____, 2014, subject to conditions precedent set forth in this Power Purchase Agreement.
Condition Deadline:	Installation Work will commence within 90 days of the effective date of this PPA, Lease Agreement, and applicable permitting requirements. .
System:	Fixed mounted solar photovoltaic system, with an estimated size and maximum output of 1,052 kWs DC, and production capacity of approximately 1,832,909 kWh/yr.
Pricing:	PPA Rate of $0.139 /kWh with an Annual Escalation Rate of 3% per year for all kWh's produced by the system for the term of 20 years.

Schedule 3

Buyout Price

The Buyout Price of the System is the Fair Market Value of the System pursuant to Section 2.2.

Schedule 4

PPA Rate

Beginning PPA Rate per kilowatt hour (kWH): Thirteen and Nine Tenths Cents ($0.139)

Annual Escalation of PPA Rate: Three Percent (3%)

"Annual Escalation Rate" means the contractually agreed upon increase in the PPA rate each year to be used in the calculation of the "Monthly Fee" that the Purchaser shall pay to the Provider pursuant to this Agreement.

(ESTIMATED PPA SCHEDULE)

Estimated Annual Cost of Electricity from System

	Output	PPA Rate	PPA Pay	PBI Rate	PBI Pay	Total Combined
[redacted]	1,832,909	$0.1390	$254,774	$0.0000	$0	$254,774
	1,820,079	0.1420	258,451	$0.0000	0	$258,451
	1,807,338	0.1450	262,064	$0.0000	0	$262,064
	1,794,687	0.1480	265,614	$0.0000	0	$265,614
	1,782,124	0.1510	269,101	$0.0000	0	$269,101
	1,769,649	0.1540	272,526	$0.0000	0	$272,526
	1,757,262	0.1570	275,890	$0.0000	0	$275,890
	1,744,961	0.1600	279,194	$0.0000	0	$279,194
	1,732,746	0.1630	282,438	$0.0000	0	$282,438
	1,720,617	0.1660	285,622	$0.0000	0	$285,622
	1,708,572	0.1690	288,749	$0.0000	0	$288,749
	1,696,612	0.1720	291,817	$0.0000	0	$291,817
	1,684,736	0.1750	294,829	$0.0000	0	$294,829
	1,672,943	0.1780	297,784	$0.0000	0	$297,784
	1,661,232	0.1810	300,683	$0.0000	0	$300,683
	1,649,604	0.1840	303,527	$0.0000	0	$303,527
	1,638,057	0.1870	306,317	$0.0000	0	$306,317
	1,626,590	0.1900	309,052	$0.0000	0	$309,052
	1,615,204	0.1930	311,734	$0.0000	0	$311,734
	1,603,898	0.1960	314,364	$0.0000	0	$314,364
Totals	84,819,818		$5,724,529		$0	$5,724,529

Variables	Input
PPA Rate	$0.1390
Escalator	3.00%
PBI/Incentive	$0.0000
Start Output	1,832,909

ARTEMIS SUN

Schedule 5

Certain Agreements for the Benefit of the Financing Parties

Purchaser acknowledges that Provider will be financing the installation of the System either through a lessor, lender or with financing accommodations from one or more financial institutions and that the Provider may sell or assign the System and/or may secure the Provider's obligations by, among other collateral, a pledge or collateral assignment of this Agreement and a first security interest in the System. Artemis Sun Institutional Solar, Inc. may assign this Agreement to one of its permitted assignees, a special purpose entity formed to facilitate the necessary financing and funding of the System by a Financing Party pursuant to this Agreement. In order to facilitate such necessary sale, conveyance, or financing, and with respect to any such financial institutions of which Provider has notified Purchaser in writing Purchaser agrees as follows:

(a) Consent to Collateral Assignment. Purchaser consents to either the sale or conveyance to a lessor or the collateral assignment by Provider to the lender that has provided financing of the System, of the Provider's right, title and interest in and to this Agreement.

(b) Notices of Default. Purchaser will deliver to the Financing Party, concurrently with delivery thereof to Provider, a copy of each notice of default given by Purchaser under the Agreement, inclusive of a reasonable description of Provider default. No such notice will be effective absent delivery to the Financing Party. Purchaser will not mutually agree with Provider to terminate the Agreement without the written consent of the Financing Party.

(c) Rights Upon Event of Default. Notwithstanding any contrary term of this Agreement:

i. The Financing Party, as collateral assignee, shall be entitled to exercise, in the place and stead of Provider, any and all rights and remedies of Provider under this Agreement in accordance with the terms of this Agreement and only in the event of Provider's or Purchaser's default. The Financing Party shall also be entitled to exercise all rights and remedies of secured parties generally with respect to this Agreement and the System.

ii. The Financing Party shall have the right, but not the obligation, to pay all sums due under this Agreement and to perform any other act, duty or obligation required of Provider thereunder or cause to be cured any default of Provider thereunder in the time and manner provided by the terms of this Agreement. Nothing herein requires the Financing Party to cure any default of Provider under this Agreement or (unless the Financing Party has succeeded to Provider's interests under this Agreement) to perform any act, duty or obligation of Provider under this Agreement, but Purchaser hereby gives it the option to do so.

iii. Upon the exercise of remedies under its security interest in this Agreement or the System, including any sale thereof by the Financing Party, whether by judicial proceeding or under any power of sale contained therein, or any conveyance from Provider to the Financing Party (or any assignee of the Financing Party) in lieu thereof, the Financing Party shall give notice to Purchaser of the transferee or assignee of this Agreement or the System. Any such exercise of remedies shall not constitute a default under this Agreement.

iv. Upon any rejection or other termination of this Agreement pursuant to any process undertaken with respect to Provider under the United States Bankruptcy Code, at the request of the Financing Party made within ninety (90) days of such termination or rejection, Purchaser shall enter into a new agreement with the Financing Party or its assignee having the same terms and conditions as this Agreement.

(d) Right to Cure.

i. Purchaser will not exercise any right to terminate or suspend this Agreement unless it shall have given the Financing Party prior written notice by sending notice to the Financing Party (at the address provided by Provider) of its intent to terminate or suspend this Agreement, specifying the condition giving rise to such right, and the Financing Party shall not have caused to be cured the condition giving rise to the right of termination or suspension within thirty (30) days after such notice or (if longer) the periods provided for in this Agreement. The Parties respective obligations will otherwise remain in effect during any cure period; provided that if such Provider default reasonably cannot be cured by the Financing Party within such period and the Financing Party commences and continuously pursues cure of such default within such period, such period for cure will be extended for a reasonable period of time under the circumstances, such period not to exceed additional ninety (90) days.

ii. If the Financing Party (including any purchaser or transferee), pursuant to an exercise of remedies by the Financing Party, shall acquire title to or control of Provider's assets and shall, within the time periods described in Sub-section (d)(i). above, cure all defaults under this Agreement existing as of the date of such change in title or control in the manner required by this Agreement and which are capable of cure by a third person or entity, then such person or entity (as successor Purchaser under the Agreement) shall no longer be in default under this Agreement, and this Agreement shall continue in full force and effect.

***

Schedule 6

Addresses

ARTEMIS SUN INSTITUTIONAL SOLAR, INC.
391 East Las Colinas Boulevard, Suite 130
Irving, Texas 75039
Attn: Chris Thompson
Email: Chris@ArtemisSun.com

ARTEMIS SUN
INSTITUTIONAL SOLAR DEVELOPERS

NAME: THE CITY OF SAN LUIS, ARIZONA
ADDRESS: 1090 E. Union Street
Attn: Rulph Velez
Email: rvelez@cityofsanluis.org

EXHIBIT B

Copy of the Lease

[*Follows this page.*]

Site Lease

This Site Lease (this "Agreement"), dated January 30th, 2014, (the "Effective Date"), is by and between ARTEMIS SUN INSTITUTIONAL SOLAR, INC., a Texas corporation ("Lessee"), and the City of San Luis, an Arizona municipality ("Lessor") (each a "Party" and collectively, the "Parties").

RECITALS

A. Lessor is the owner of certain real property located in the city of San Luis, Arizona, and more particularly described on Exhibit A[1] attached hereto and incorporated herein for all purposes (the "Property").

B. Lessee intends to install and operate covered parking solar photovoltaic and roof mounted systems, including all improvements thereto (each, a "System" and collectively, the "Systems") on those portions of the Property depicted on Exhibit B attached hereto (collectively, the "Premises")[2] for the purpose of generating on-site electrical energy output from the Systems ("Solar Power") and selling the Solar Power to Lessor pursuant to that certain Solar Power Purchase Agreement (the "PPA"), dated January 30th, 2014, by and between Lessor and Lessee. [Capitalized terms used herein but not defined herein (including in the recitals hereto) shall have the respective meanings ascribed thereto in the PPA.]

C. In order to construct, install and operate the System and provide the operation and maintenance services, Lessee requires exclusive use of the Premises and non-exclusive rights on, over, across and under all other areas of the Property (the "Easement Areas"), specifically including such structures or fixtures appurtenant to the Premises and within such Easement Areas, passage through which is necessary or convenient to install or gain access to the Systems, for ingress and egress to and from the Premises and to locate electrical cabling required to operate the Systems.

D. In connection with the foregoing, Lessee desires to lease the Premises from Lessor and to receive the grant of an easement on, over and across the Easement Areas and Lessor has agreed to grant such rights to Lessee on the terms and conditions contained in this Agreement.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements herein contained, and intending to be legally bound hereby, Lessee and Lessor hereby agree as follows:

1. **Grants of Lease and Easements.**

(a) Lease of Premises. Lessor does hereby demise and lease to Lessee, and Lessee hereby accepts, the Premises for the purpose of installing, operating, maintaining, and removing the Systems on the Premises.

(b) Easement Over Property. Lessor grants Lessee and its employees, contractors and sub-contractors an easement on, over, across and under Easement Areas for ingress and egress to the Premises and to located such cables and transmission facilities as are required for the purpose of installing, operating, maintaining, and removing the Systems on the Premises.

[1] Metes and bounds description.
[2] Insert the site layouts.

(c) Solar Easement. Lessor hereby grants to Lessee an exclusive easement to receive sunlight ("Insolation") on the Premises (a "Solar Easement") during every hour of each day that sunlight could be received by the Systems. Lessor shall not permit any vegetation, structures or other objects or airborne matter to obstruct the passage of sunlight on or to the Premises. This grant of Solar Easement shall run with the terms of the Agreement and is not terminable by either Lessor or any Lender (as defined below) or successor-in-interest of either so long as the Agreement is in effect.

2. **System Construction, Installation and Operation.**

(a) Lessor hereby consents to the construction of the Systems ("Installation Work") by Lessee on the Premises and the Easement Areas, including, without limitation, the installation of solar panels, mounting substrates or supports, wiring and connections, power inverters, service equipment, metering equipment and utility interconnections.

(b) Lessee shall also have the right during the Term:

(i) to install and operate the Systems on the Premises and cables and transmission facilities on the Easement Areas;

(ii) to maintain, clean, repair, replace and dispose of part or all of the Systems and cables and transmission facilities;

(iii) to add or remove the Systems and cables and transmission facilities or any part thereof;

(iv) to access the Premises with guests for promotional purposes during normal open hours and at other times as are reasonably acceptable to Lessor; and

(v) to perform (or cause to be performed) all tasks necessary or appropriate, as reasonably determined by Lessee, to carry out the activities set forth in this Section 2.

(c) Lessor acknowledges that the installation of all or a portion of the Systems may require physically mounting and adhering the Systems to the buildings, structures and fixtures appurtenant to the Premises and to the ground and consents to such mounting or adhering.

3. **Use of Premises.** Lessor shall provide Lessee with access to the Premises to perform the Installation Work and to otherwise perform construction, installation, maintenance and removal work on the Systems, including ingress and egress to the Premises for Lessee and its employees, contractors, sub-contractors and local electric utility personnel and access to all areas within the Easement Areas necessary or convenient to interconnect the Systems with Lessor's electrical wiring on the Property as required to operate the Systems and deliver the Solar Power to Lessor. Lessor shall provide sufficient space for the storage and staging of tools, materials and equipment and for the parking of construction crew vehicles and temporary construction trailers and facilities reasonably necessary during the furnishing, installation, testing, commissioning, deconstruction, disassembly, decommissioning, maintenance, repair, replacement and removal of the Systems and access for rigging and material handling. Lessor shall provide Lessee a reasonable area for construction laydown upon request. Lessor shall not interfere with the Installation Work or handle any Lessee equipment or the Systems without written authorization from Lessee. In connection with Lessee's provision of the on-going operation and maintenance services, Lessor shall provide necessary space for storing parts and supplies on the Property.

4. **System and Output Ownership.**

(a) Lessor acknowledges and agrees that Lessee (or one of its affiliates) is the exclusive owner and operator of the Systems, that all equipment comprising the Systems shall remain the personal property of Lessee, are not fixtures and shall not become fixtures, notwithstanding the manner in which any such System is or may be affixed to any real property of Lessor and neither Lessor nor any Affiliate, Lender or successor in-interest of Lessor shall have any right, title or interest in any System or any component thereof, notwithstanding that such System may be physically mounted or adhered to the Premises or structures, buildings and fixtures on the Premises or Property.

(b) Notwithstanding anything contained to the contrary herein, the Parties agree that Lessor may affix lighting, security cameras, emergency or other electrical devices to the System structure that shall remain the property of Lessor, subject to the prior review and approval by the solar engineer for Lessee to insure that any physical attachments, devices, wiring, mounts, or other electrical items or elements made by Lessor will not have a negative impact or effect to the System or its performance with the agreement that such approval shall not be unreasonably withheld.

(c) Lessor acknowledges that Lessee owns all electric energy generated by the Systems, and all Environmental Attributes or other attributes and benefits in connection with the Systems. Lessee shall not be considered an electric public utility, an investor owned utility, a municipal utility, or a merchant power plant otherwise known as an exempt wholesale generator.

5. **Representations and Warranties, Covenants of Lessor.**

(a) Authorization. Lessor represents and warrants that Lessor (i) has been duly authorized to enter into this Agreement by all necessary action (ii) will not be in default under any agreement to which it is a party and (iii) this Agreement constitutes a legal and valid obligation of Lessor, enforceable against Lessor in accordance with its terms, except as may be limited by bankruptcy, reorganization, insolvency, bank moratorium or laws relating to or affecting creditors' rights generally and general principles of equity whether such enforceability is considered in a proceeding in equity or at law.

(b) Lessor's Title to Property; Lessee's Quiet Enjoyment. Lessor represents, warrants and covenants that Lessor has lawful title to the Property and that Lessee shall have quiet and peaceful possession of the Premises and Easement Areas free from any claim of any entity or person of superior title thereto without hindrance to or interference with Lessee's quiet enjoyment thereof, throughout the Term. Lessor agrees that this Agreement and the leasehold and easements granted in Sections 1 of this Agreement shall run with the Property and survive any transfer, assignment, pledge or sale of any portion of the Property. In furtherance of the foregoing, and prior to any such transfer, assignment, pledge or sale of any portion of the Property, Lessor shall cause any purchaser, lessee, assignee, mortgagee, pledge or party to whom a lien has been granted to execute and deliver to Lessee a .

(c) No Interference. Subject to the rights set forth in the proviso in Section 1(c0 above, Lessor will not (i) conduct nor permit activities on, in or about the Property that are likely to damage, impair or otherwise adversely affect any portion of the Systems or the cables and transmission facilities, (ii) materially interfere with or prohibit the free and complete use and enjoyment by Lessee of its rights granted by this Agreement, (iii) take any action, or permit any action, which will materially interfere with the availability or accessibility of sunlight on or to the Property, (iv) take any action which will in any way materially interfere with the transmission of electric, electromagnetic or other forms of energy to or from the Property, or (v) take any action which will materially impair Lessee's access to the Property for the purposes specified in this Agreement. If Lessor fails to comply with the foregoing, Lessor shall pay

to Lessee amounts equal to Lessee's lost revenues and out-of-pocket costs during the period of non-compliance which are attributable to Lessor's failure to comply therewith, including but not limited to, lost energy sale revenues, lost environmental attribute sales revenues, any costs to remove and reinstall the System (or portion thereof), and any costs to repair the System, all as reasonably determined by Lessee.

(d) Protection of Systems. Lessor shall take all reasonable steps to limit access to the Premises to Lessee and Lessee's employees, invitees, agents and representatives (except with respect to carport structures, which shall be located in parking lots serving Lessor's invitees). Lessor shall implement and maintain reasonable and appropriate security measures with respect to the Premises to prevent Lessor's employees, invitees, agents and representatives, and other unrelated third-parties, from having access to the Premises or the Systems, and to prevent from occurring any theft, vandalism or other actions that are likely to cause damage, impair or otherwise adversely affect the Systems.

(e) Condition of Premises. Lessor shall keep areas of the Premises that are under its control neat, clean and in good order and condition. Lessor shall give Lessee prompt notice of any damage to or defective condition in any part or appurtenance of the Property (including mechanical, electrical, plumbing, heating, ventilating, air conditioning and other equipment facilities and System(s) located within or serving such Premises) that might reasonably have an adverse impact on the Systems or Lessee's rights or obligations under this Agreement. Lessor shall exercise reasonable care to keep and make the Property safe and to warn those lawfully on the Property of existing dangers.

(f) Utilities. Lessor shall provide Lessee with Station Power during the term of this Agreement. "Station Power" means electric energy consumed in the start-up and operation of the Systems, which is distinct from the alternating current output of the Systems.

(g) Insolation. Lessor acknowledges and agrees that the Solar Easement granted in Section 1 of this Agreement is essential to the value of the interest granted herein and is a material inducement to Lessee in entering into this Agreement. Accordingly, Lessor shall not permit any interference with Insolation on and at the Premises. Without limiting the foregoing, Lessor shall not construct or permit to be constructed any structure on the Property that could adversely affect Insolation levels, permit the growth of foliage that could adversely affect Insolation levels, or emit or permit the emission of suspended particulate matter, smoke, fog or steam or other air-borne impediments to Insolation. If Lessor becomes aware of any potential development or other activity on adjacent or nearby properties that could diminish the Insolation to the Premises, Lessor shall cooperate with Lessee to obtain solar easement agreements from adjacent property owners. Notwithstanding any other provision of this Agreement, the Parties agree that (i) Lessee would be irreparably harmed by a breach of the provisions of this Section 5(g), (ii) an award of damages would be inadequate to remedy such a breach, and (iii) Lessee shall be entitled to equitable relief, including specific performance, to compel compliance with the provisions of this Section 5(g). If Lessor fails to comply with the foregoing, Lessor shall pay to Lessee amounts equal to Lessee's lost revenues and out-of-pocket costs during the period of non-compliance which are attributable to Lessor's failure to comply therewith, including but not limited to, lost energy sale revenues, lost environmental attribute sales revenues, any costs to remove and reinstall the System (or portion thereof), and any costs to repair the System.

(h) Hazardous Substances. Lessor represents and warrants to Lessee that are no Hazardous Substances present on, in or under the Property in violation of any Applicable Law or regulation (collectively, "Environmental Laws"). Lessor shall not introduce or use any Hazardous Substances on, in or under the Property in violation of any Environmental Law. If Lessor becomes aware of any such Hazardous Substances Lessor shall promptly notify Lessee of the type and location of such materials in writing. "Hazardous Substance" means any hazardous or toxic substances, materials and

wastes which are regulated or are classified as hazardous or toxic by any Governmental Authority having jurisdiction over the Property, including, but not limited to, those substances included in the definitions of "Hazardous Substances," "Hazardous Materials," "Toxic Substances," "Hazardous Waste," "Solid Waste," "Pollutant," or "Contaminant" in any federal, state, local or other Law pertaining to public or worker health, welfare or safety or the environment.

(i) Property Conditions. Lessor represents and warrants to Lessee that there are no site conditions or construction requirements (i) that would materially increase the cost of installing the Systems at the planned locations on the Premises or would materially increase the cost of maintaining the Systems at the Premises over the cost that would be typical or customary for solar photovoltaic systems substantially similar to the Systems or (ii) that would adversely affect the ability of the Systems as designed to produce electricity once installed.

(j) Interconnection Point. Lessor represents and warrants to Lessee that there is a suitable electrical interconnection point of sufficient capacity to accommodate each of the rooftop Systems, as designed, located within an acceptable distance of each of the planned locations of such rooftop Systems.

6. **Representations and Warranties, Covenants of Lessee.** Lessee represents and warrants to Lessor that Lessee (i) has been duly authorized to enter into this Agreement by all necessary action (ii) will not be in default under any agreement to which it is a party and (iii) this Agreement constitutes a legal and valid obligation of Lessee, enforceable against Lessee in accordance with its terms, except as may be limited by bankruptcy, reorganization, insolvency, bank moratorium or laws relating to or affecting creditors' rights generally and general principles of equity whether such enforceability is considered in a proceeding in equity or at law; (iv) will exert its best efforts in good faith to cooperate with and actively support and assist Lessor in any effort, activity or process to legally oppose, negate or otherwise prevent any variance from, exception to, enactment or change to any municipal ordinance, zoning law, restriction, or other government action or private effort that would in any way have or could have a negative effect, influence or impact on the performance of the System

7. **Term and Termination.**

(a) The leasehold, easements and other rights granted under this Agreement are not revocable by Lessor except in strict accordance with the terms of this Agreement.

(b) The term of this Agreement shall commence on the Effective Date and terminate Twenty (20) years after the Effective Date (the "Term").

(c) Lessee shall remove such System(s) and restore the applicable portions of the Property to a condition reasonably comparable that which existed prior to the Effective Date.

8. **Insurance.** During the Term, each of Lessee and Lessor shall obtain and maintain the insurance coverages, which policies shall specifically cover all of the indemnity obligations of the Parties contained in this Agreement.[3] Additionally, Lessor agrees to cooperate with Lessee to obtain title insurance policy for Lessee's interests granted herein.

9. **Taxes.** Only to the extent of any applicable laws, Lessor shall pay all (i) real estate property taxes relating the Property, (ii) inheritance or estate taxes imposed upon or assessed against the Property, or any part thereof or interest therein, (iii) taxes computed upon the basis of the net income or

[3] Parties to agree on appropriate insurance limits.

payments derived from the Property by Lessor or the owner of any interest therein, (iv) taxes, fees, service payments, excises, assessments, bonds, levies, fees or charges of any kind which are adopted by any public authority after the date hereof, and (v) transfer taxes. Lessee shall pay any and all city, county, and state property taxes relating to the System owned by Lessor including the covered parking solar photovoltaic systems, including all improvements thereto as constructed and installed on the Property as set forth in "Exhibit A".

10. **Liability and Indemnity**.

(a) Lessee. To the fullest extent permitted by law, Lessee shall defend, indemnify and hold harmless the Lessor and Lessor's directors, officers, shareholders, partners, members, lenders, agents and employees of such other Party, and the respective Affiliates of each thereof (collectively, the "Lessor Indemnified Party(ies)"), from and against all loss, damage, expense, liability and other claims, including loss of revenues, court costs and reasonable attorneys' fees, resulting from the breach of any representation or warranty set forth in Section 6, and from injury to or death of persons, and damage to or loss of property to the extent caused by or arising out of the negligent acts or omissions of, or the willful misconduct of, Lessee or its contractors, agents or employees during the design, construction and installation of the System as well as during the operation, management and maintenance of the System for the term of this Agreement in connection with this Agreement; provided, however, that nothing herein shall require Lessee to indemnify any Lessor Indemnified Party under this Section 10(a) to the extent caused by or arising out of the negligent acts or omissions of, or the willful misconduct of, any of the Lessor Indemnified Parties. Lessee agrees to restore, repair and return any of Lessor's damaged property back to the same or better condition than prior to such damage, and all at the expense of Lessee and its contractors.

(b) Lessor. To the fullest extent permitted by law, Lessor shall defend, indemnify and hold harmless the Lessee and Lessee's directors, officers, shareholders, partners, members, agents and employees of such other Party, and the respective Affiliates of each thereof (collectively, the "Lessee Indemnified Party(ies)" and together with the Lessor Indemnified Parties, the "Indemnified Party(ies)"), from and against all loss, damage, expense (including lost revenue), liability and other claims, including court costs and reasonable attorneys' fees, resulting from the breach of any representation or warranty set forth in Section 5, and from injury to or death of persons, and damage to or loss of property to the extent caused by or arising out of the acts or omissions of Lessor or its contractors, agents, invitees, members, trespassers or employees in connection with this Agreement or such persons' use of or presence upon the Property; provided, however, that nothing herein shall require Lessor to indemnify any Lessee Indemnified Party under this Section 10(b) to the extent caused by or arising out of the negligent acts or omissions of, or the willful misconduct of, any of the Lessee Indemnified Parties.

(c) No Consequential Damages. Except as specifically set forth in this Agreement, neither Lessee nor Lessor shall be liable to the other for incidental, consequential, special, punitive or indirect damages, including without limitation, loss of use, loss of profits, cost of capital or increased operating costs, arising out of this Agreement whether by reason of contract, indemnity, strict liability, negligence, intentional conduct, breach of warranty or from breach of this Agreement. The foregoing provision shall not prohibit Lessee or Lessor from seeking and obtaining general contract damages for a breach of this Agreement.

(d) Waiver. The express remedies and measures of damages provided for in this Agreement shall be the sole and exclusive remedies for a Party hereunder and all other remedies or damages at law or in equity are hereby waived.

11. **Condemnation**. In the event of an award related to eminent domain or condemnation of

all or part of the Premises, each Party shall be entitled to take from such an award that portion as allowed by law for its respective property interest appropriated as well as any damages (including Lessee's lost revenues, removal costs, relocation costs, and/or inability to relocate the System) suffered thereby.

12. **Assignment.**

(a) Except as expressly set forth herein, neither Party may assign any of its rights, duties or obligations under this Agreement without the prior written consent of the other Party, which consent shall not be unreasonably withheld, conditioned, or delayed. Notwithstanding the foregoing, Lessee may assign its rights under this Agreement without Lessor's consent to (i) an affiliate of such party, (ii) to any person or entity succeeding to all or substantially all of the assets of such party, (iii) to any third party for security purposes in connection with a financing, whether by mortgage, deed of trust, security agreement or otherwise, (iv) to a third party with equal or better creditworthiness, (v) to a third party in connection with a tax equity transaction.

(b) With respect to a collateral assignment, sale-leaseback or other assignment in connection with a financing-transaction of Lessee, Lessor acknowledges and agrees that, upon receipt of written direction by a financing-transaction assignee of Lessee (a "Lender"), and notwithstanding any instructions to the contrary from Lessee, Lessor will recognize such Lender, or any third party to whom such Lender has reassigned the rights of Lessee under this Agreement, as the proper and lawful Lessee under this Agreement and as the proper and lawful successor to Lessee with respect to the leasehold and easement interests granted hereunder and fully entitled to receive the rights and benefits of Lessee hereunder so long as Lender (or its assignee) performs the obligations of Lessee hereunder. Lessor shall be protected and shall incur no liability in acting or proceeding in good faith upon any such foregoing written notice and direction by Lender which Lessor shall in good faith believe (i) to be genuine and (ii) a copy of which to have been delivered to Lessee. Lessor shall be under no duty to make any investigation or inquiry as to any statements contained or matters referred to in any such foregoing notice and direction, but may accept and rely upon them as conclusive evidence of the truth and accuracy of such statements.

(c) Any assignee of Lessee or Lessor (except the grantee of a purely collateral assignment prior to foreclosing on such Collateral (as defined below)) agrees to assume the obligations of the assignor and such assignee shall bound by the terms of this Agreement and such assignee shall, if requested by the non-assigning Party, as a condition to such assignment, execute a reasonable written instrument to such effect.

13. **Provisions Benefiting Lender.**

(a) Lessor agrees to notify Lender in writing, at the address to be designated by such Lender, of any act or event of default of Lessee under this Agreement of which Lessor has knowledge that would entitle Lessor to cancel, terminate, annul, or modify the Agreement or dispossess or evict Lessee from the Premises or otherwise proceed with enforcement remedies against Lessee, provided that such notice obligation shall not arise until five (5) days after Lessor receives accurate address information from Lender. Lender shall have the same amount of time as Lessee, but at least fifteen (15) days with respect to any monetary default and at least sixty (60) days with respect to any non-monetary default, to cure any default by Lessee under the Agreement; provided that in no event shall Lender be obligated to cure any such default.

(b) Subject to the terms and conditions hereof, Lessor hereby subordinates any lien it may have in and to the Systems and other property that is or may from time to time hereafter be located at the Premises, and to which Lessee has granted or will grant a security interest to Lender (all such property and the records relating thereto shall be hereafter referred to as the "Collateral") to the lien of Lender;

provided, however, that this subordination shall not prevent Lessor from exercising any right or remedy against Lessee to which Lessor may be entitled under the terms of this Agreement or as may be provided by Applicable Law; nor shall it prevent Lessor from realizing upon any lien it may have on any property of Lessee, including the Collateral, so long as Lessor recognizes Lender's prior right to the Collateral described above. Lessor recognizes and acknowledges that any claim or claims ("Lender Claims") that Lender has or may have against such Collateral by virtue of any lien or security interest, are superior to any lien, security interest, or claim of any nature that Lessor now has or may hereafter have to such Collateral by statute, agreement or otherwise. The subordination provided for herein shall be effective until the discharge of the Lender Claims. Lessor further agrees to notify any purchaser of the Property, and any subsequent mortgagee or other encumbrance holder, of the existence of the foregoing waiver of Lessor's lien, which shall be binding upon the executors, administrators, successors and transferees of Lessor, and shall inure to the benefit of the successors and assigns of Lender.

(c) Lessor consents to Lender's security interest in the Collateral and waives all right of levy for rent and all claims and demands of every kind against the Collateral, such waiver to continue so long as any sum remains owing from Lessee to any Lender. Lessor agrees that the Collateral shall not be subject to distraint or execution by, or to any claim of, Lessor.

(d) Lessor hereby irrevocably agrees and consents to refrain from taking any action to bar, restrain, or otherwise prevent a Lender from the Premises for the purpose of inspecting the Collateral.

(e) The Parties shall not amend this Agreement in any manner that reduces the rights or increases the obligations of a Lender without such Lenders prior written consent.

14. **Default**. In the event of any default or failure to perform any obligation under this Agreement, the non-defaulting Party shall give the alleged defaulting Party written notice thereof, which notice shall include in reasonable detail the facts pertaining to the default and specify the method of cure. The occurrence of any of the following events shall constitute an "Event of Default" under this Agreement (and any of the following events, before the expiration of the applicable grace period, if any, specified below, is referred to as a "Default") on the part of the applicable Party:

(a) the failure or omission by either Party hereto to observe, keep or perform any material terms, agreements or conditions set forth in this Agreement, and such failure or omission has continued for thirty (30) days after written notice from the other Party (or such longer period reasonably required to cure such failure or omission up to a maximum cure period of one year after written notice from the other party, if such failure or omission cannot reasonably be cured within such thirty (30) day period provided that the breaching Party commences the effort to cure within such thirty (30) day period and the cure is diligently and continuously pursued by the defaulting Party);

(b) any representation or warranty made by a Party in this Agreement is false or misleading in any material respect when made or when deemed made or repeated;

(c) the occurrence of a bankruptcy, insolvency, liquidation, administration or other receivership or dissolution of a Party and any equivalent or analogous claim, suit, demand, allegation, arbitration, dispute or other action process, or proceeding whether actual or threatened by whatever name known and in whatever jurisdiction and any step taken (including the presentation of a petition or the passing of a resolution) for or with a view to any of the foregoing.

15. **Remedies**. Upon the occurrence of an Event of Default:

(a) The non-defaulting Party may specifically enforce its rights under this Agreement,

(b) By notice to the defaulting Party, the non-defaulting Party may terminate this Agreement on a designated date, not earlier than thirty days (30) after the date such notice is effective.

(c) The non-defaulting may suspend performance due to the defaulting Party under this Agreement.

16. **Amendments.** This Agreement may be amended only in writing signed by Lessee and Lessor or their respective successors in interest.

17. **Notices.** All notices, requests, statements or payments ("Notices") will be made to the addresses and persons specified below. All Notices will be made in writing. Notices required to be in writing will be delivered by hand delivery, overnight delivery, facsimile, or e-mail (so long as a copy of such e-mail notice is provided immediately thereafter in accordance with the requirements of this section by hand delivery, overnight delivery, or facsimile). Notice by facsimile will (where confirmation of successful transmission is received) be deemed to have been received on the day on which it was transmitted (unless transmitted after 5:00 p.m. at the place of receipt or on a day that is not a Business Day, in which case it will be deemed received on the next Business Day). Notice by hand delivery or overnight delivery will be deemed to have been received when delivered. Notice by e-mail will be deemed to have been received when such e-mail is transmitted, so long as a copy of such e-mail notice is delivered immediately thereafter by hand delivery, overnight delivery, or facsimile, or confirmed by the recipient beforehand. A Party may change its address by providing notice of the same in accordance with the provisions of this section. All such communications shall be mailed, sent or delivered, addressed to the Party for whom it is intended, at its address set forth below:

If to Lessor:

NAME: THE CITY OF SAN LUIS, ARIZONA c/o City Manager
ADDRESS: PO Box 1170, San Luis, AZ 85349
Phone: 928 341-8520
Email: rvelez@cityofsanluis.org

If to Lessee:

ARTEMIS SUN INSTITUTIONAL SOLAR, INC.
c/o Artemis General Counsel
391 East Las Colinas Boulevard, Suite 130
Irving, Texas 75039
Phone: 214.500.0844
Attention: Michael Caolo Jr.
Email: michaelcaolo@caololaw.com

18. **Waiver.** The waiver by either Party of any breach of any term, condition, or provision herein contained shall not be deemed to be a waiver of such term, condition, or provision, or any subsequent breach of the same, or any other term, condition, or provision contained herein.

19. **Remedies Cumulative.** No remedy herein conferred upon or reserved to Lessee or Lessor shall exclude any other remedy herein, but each shall be cumulative and in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute.

20. **No Third Party Beneficiaries.** This Agreement is solely for the benefit of the Parties hereto and no right or cause of action shall accrue by reason hereof for the benefit of any third Party not a

Party hereto, other than the Lessor Indemnified Parties, the Lessee Indemnified Parties and any Lenders or other secured parties.

21. **Headings.** The headings in this Agreement are solely for convenience and ease of reference and shall have no effect in interpreting the meaning of any provision of this Agreement.

22. **Attorneys' Fees.** If any action, arbitration, judicial reference or other proceeding is instituted between the Parties in connection with this Agreement, the losing Party shall pay to the prevailing Party a reasonable sum for attorneys' and experts' fees and costs incurred in bringing or defending such action or proceeding (at trial and on appeal) and/or enforcing any judgment granted therein. The prevailing Party shall be determined by the trier of fact based upon an assessment of which Party's major arguments or positions taken in the proceedings could fairly be said to have prevailed over the other Party's major arguments or positions on major disputed issues.

23. **Severability.** If any part, term, or provision of this Agreement is determined by an arbitrator or court of competent jurisdiction to be invalid, illegal, or unenforceable, such determination shall not affect or impair the validity, legality, or enforceability of any other part, term, or provision of this Agreement, and shall not render this Agreement unenforceable or invalid as a whole. Rather the part of this Agreement that is found invalid or unenforceable will be amended, changed, or interpreted to achieve as nearly as possible the same objectives and economic effect as the original provision, or replaced to the extent possible, with a legal, enforceable, and valid provision that is as similar in tenor to the stricken provision, within the limits of Applicable Law or applicable court decisions, and the remainder of this Agreement will remain in full force.

24. **Choice of Law.** (i) This Agreement is entered into in Arizona and shall be construed and interpreted under the laws of the State of Arizona. In particular, this Agreement is subject to the provisions of A.R.S. § 38 511. Any legal action relating to this Agreement shall be brought in either the Yuma County Superior Court or in the United States District Court for the District of Arizona at the election of the plaintiff in such legal action, provided, however, that nothing in this paragraph will be deemed to have authorized the bringing of any legal action in a court which does not otherwise have jurisdiction to adjudicate the legal action.

(ii) No Personal Liability. No member, official or employee of the Purchaser shall be personally liable to Provider, or any successor or assignee, (a) in the event of any default or breach by the Purchaser, (b) for any amount which may become due to the Provider or its successor or assign, or (c) pursuant to any obligation of the Purchaser under the terms of this Agreement.

25. **Binding Effect.** This Agreement and its rights, privileges, duties and obligations shall inure to the benefit of and be binding upon each of the Parties hereto, together with their respective successors and permitted assigns.

26. **Counterparts.** This Agreement may be executed in counterparts, which shall together constitute one and the same agreement. Facsimile or ".pdf" signatures shall have the same effect as original signatures and each Party consents to the admission in evidence of a facsimile or photocopy of this Agreement in any court or arbitration proceedings between the parties.

27. **Entire Agreement.** This Agreement represents the full and complete agreement between the parties hereto with respect to the subject matter contained herein and therein and supersede all prior written or oral agreements between said Parties with respect to said subject matter.

28. **Construction of Agreement.** This Agreement and any ambiguities or uncertainties contained herein shall be equally and fairly interpreted for the benefit of and against all Parties and shall further be construed and interpreted without reference to the identity of the Party or parties preparing this document, it being expressly understood and agreed that the Parties hereto participated equally in the negotiation and preparation of this Agreement or have had equal opportunity to do so.

29. **Further Assurances.** Upon the receipt of a written request from the other Party, each Party shall execute such additional documents, instruments and assurances and take such additional actions as are reasonably necessary to carry out the terms and intent hereof. Neither Party shall unreasonably withhold, condition or delay its compliance with any reasonable request made pursuant to this section. Lessor agrees to execute a memorandum of this Agreement which shall be recorded in the land registry or title records of the county where the Property is located or other applicable government office. From time to time, upon request of Lessee (or its financing partner, if applicable), Lessor agrees to provide to Lessee credit information including quarterly financial statements and annual audited financials. From time to time, upon written request by Lessee (or its lenders), Lessor shall provide within seven (7) days thereafter an estoppel certificate attesting, to the knowledge of Lessor, of Lessee's compliance with the terms of this Agreement or detailing any known issues of noncompliance.

30. **Estoppel.** Either Party hereto, without charge, at any time and from time to time, within five (5) business days after receipt of a written request by the other Party hereto, shall deliver a written instrument, duly executed, certifying to such requesting Party, or any other person, firm or corporation specified by such requesting Party:

(a) That this Agreement is unmodified and in full force and effect, or if there has been any modification, that the same is in full force and effect as so modified, and identifying any such modification;

(b) Whether or not to the knowledge of any such Party there are then existing any offsets or defenses in favor of such Party against enforcement of any of the terms, covenants and conditions of this Agreement and, if so, specifying the same and also whether or not to the knowledge of such Party the other Party has observed and performed all of the terms, covenants and conditions on its part to be observed and performed, and if not, specifying the same; and

(c) Such other information as may be reasonably requested by a Party hereto.

Any written instrument given hereunder may be relied upon by the recipient of such instrument, except to the extent the recipient has actual knowledge of facts contained in the certificate.

31. **Dispute Resolution.**

(a) In the event that there is any controversy, claim or dispute between the Parties hereto arising out of or related to this Agreement, or the breach hereof, that has not been resolved by informal discussions and negotiations: (i) the Parties shall endeavor to settle by nonbinding mediation in Dallas, Texas, heard by a mutually agreeable mediator, the cost of which shall be evenly split by the Parties; and (ii) if settlement cannot be reached through mediation, then any Party may resort to binding arbitration in Dallas, Texas, with any professional association that provides arbitration services and as mutually agreed to by the Parties.

(b) Notwithstanding the provisions of Section 29(a), either Party may pursue injunctive relief (or any other relief that cannot be obtained through binding arbitration) in any court of competent

jurisdiction in Dallas, Texas (or if no such court exists, in any other court of competent jurisdiction) to the extent such Party is entitled to such relief under the provisions of this Agreement or Applicable Law.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year first above written.

LESSOR:

NAME THE CITY OF SAN LUIS, ARIZONA

By: Rogue Vlez
Name: Ralph Velez
Its: City Mgr

LESSEE:

ARTEMIS SUN INSTITUTIONAL SOLAR, INC.

By: _____
Name: Christopher D. Thompson
Its: President

EXHIBIT A

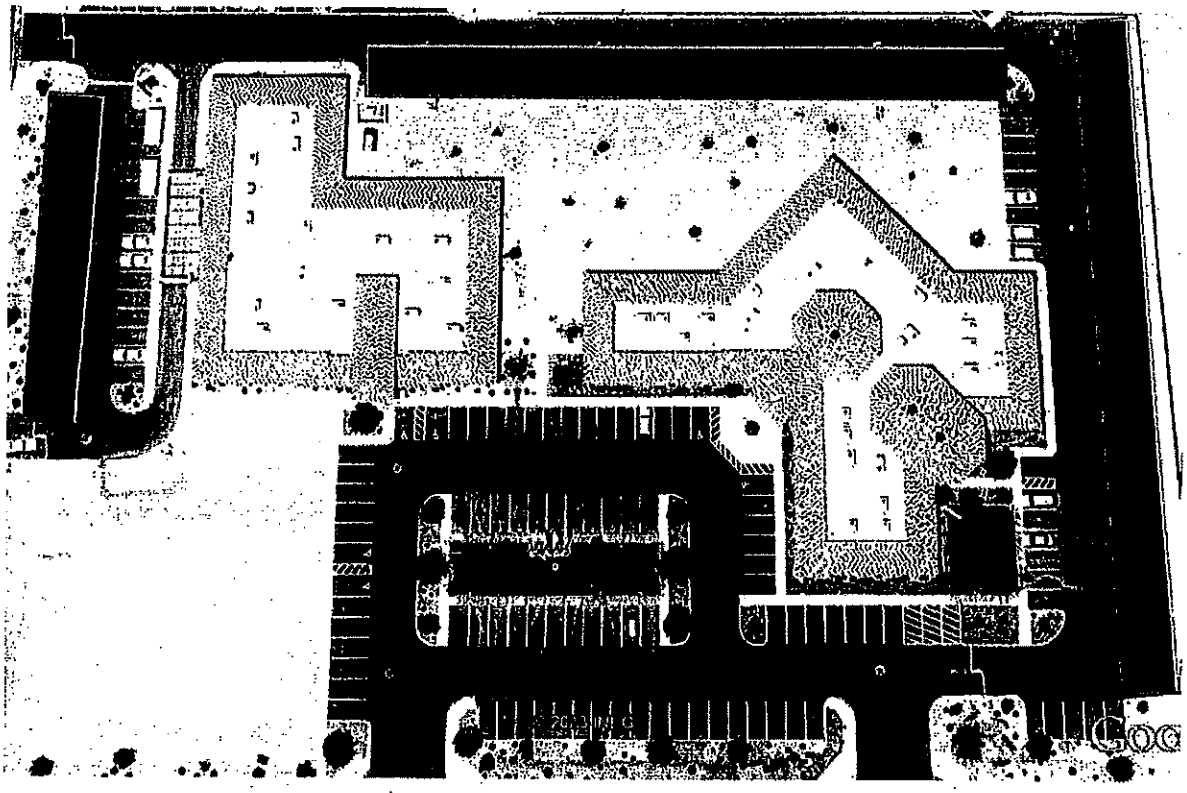
Legal Description and Depiction of Property

EXHIBIT A

Legal Description and Depiction of Property

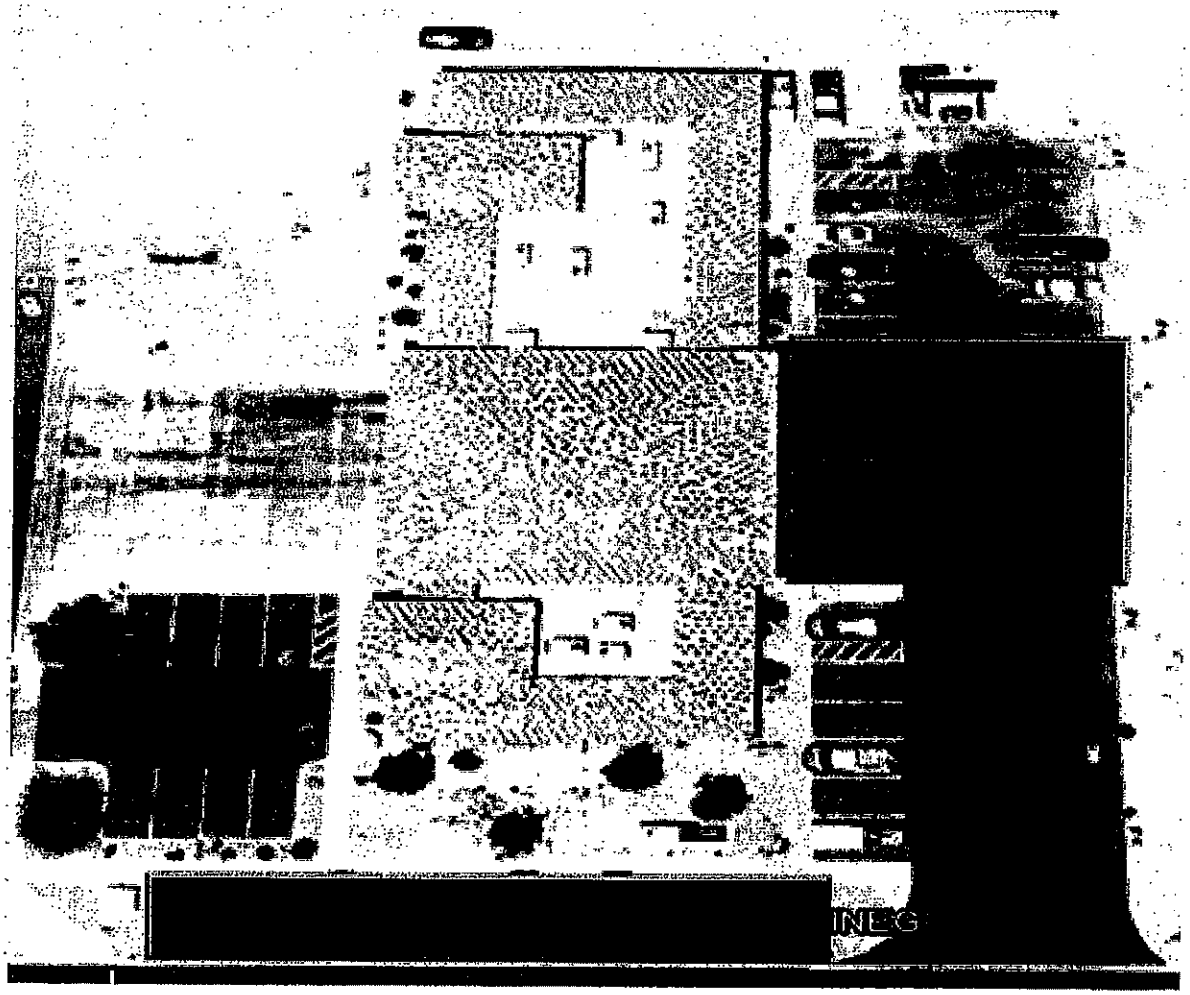
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Parking mounted array



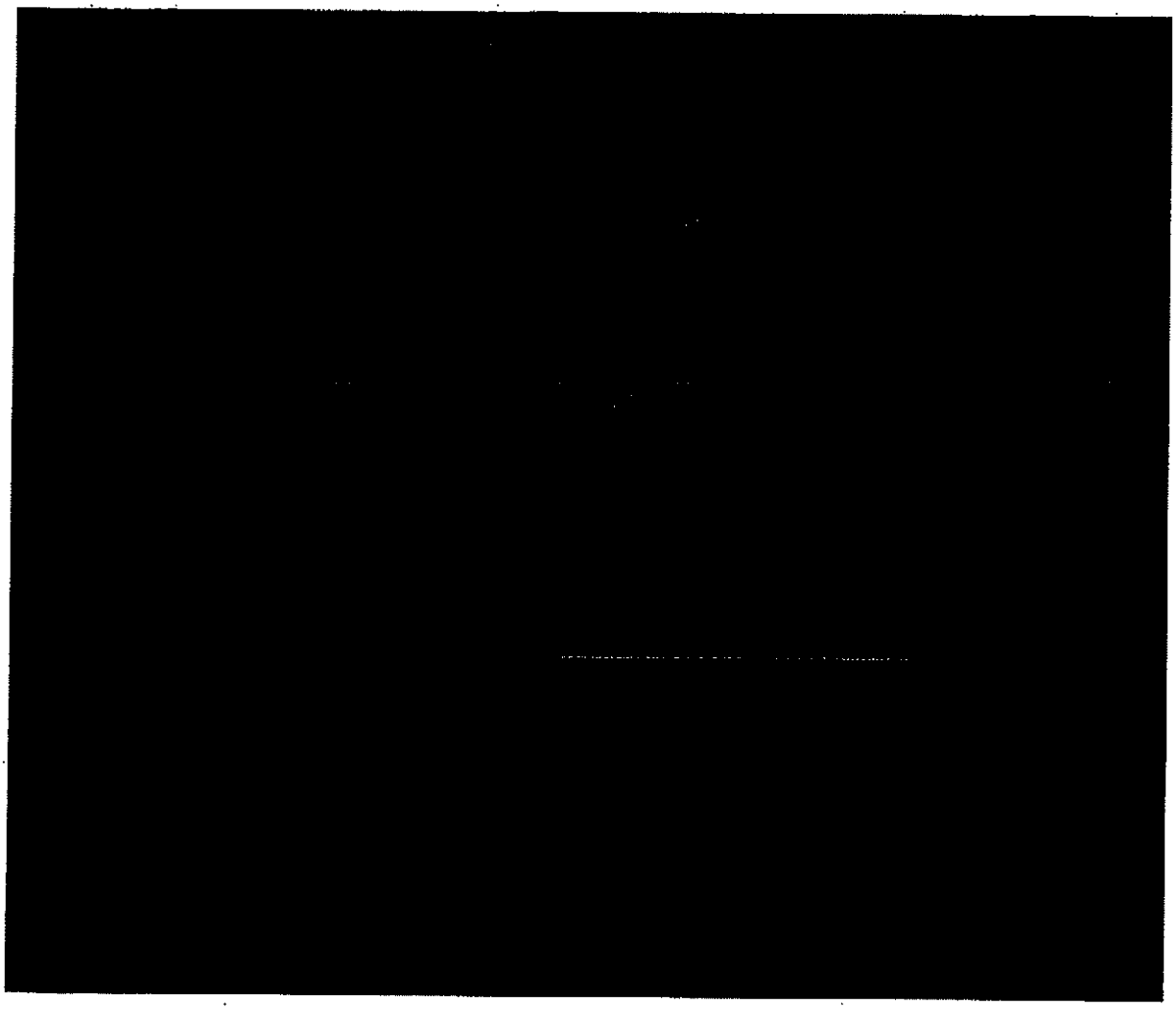
1165 N McCain Ave San Luis AZ, 85349

Parking mounted array



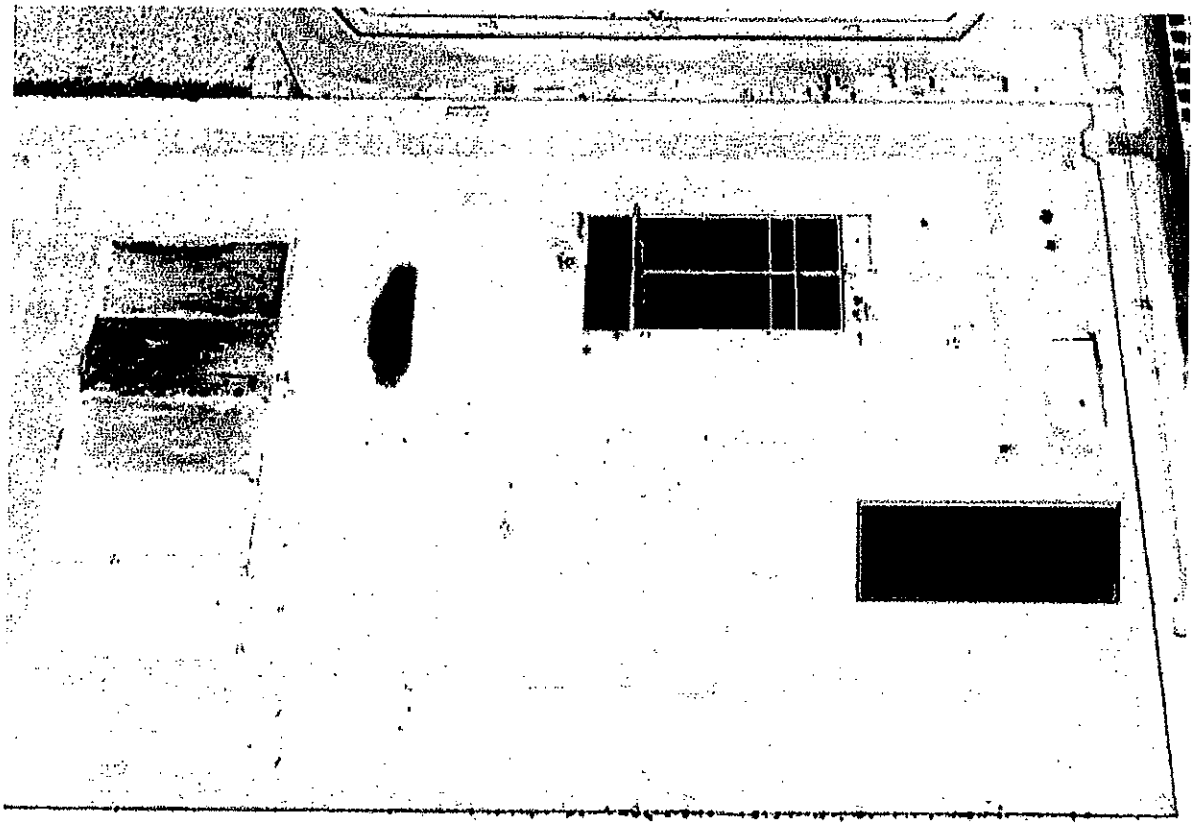
101 West Sanchez Blvd San Luis AZ, 85349

Ground and parking mounted array



358 S Avenue D San Luis AZ, 85349

Ground mounted array



1311 N 4th Ave Unit E San Luis AZ, 85349

Parking mounted array

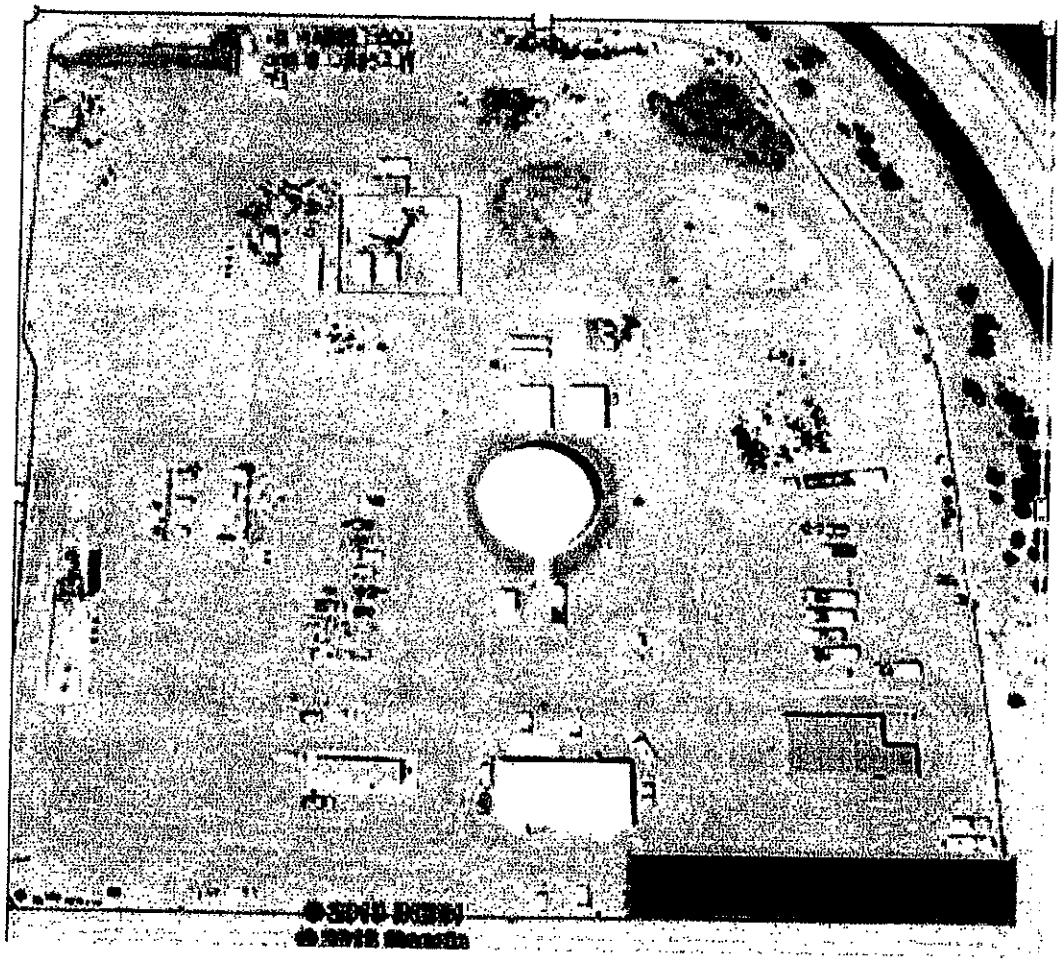


Exhibit B

Form of Amendment and Consent to Assignment

(See attached)

AMENDMENT AND CONSENT TO ASSIGNMENT

This AMENDMENT AND CONSENT TO ASSIGNMENT (this "**Amendment**"), dated as of May 28, 2014 (the "**Effective Date**"), is by and between the City of San Luis, an Arizona municipality (the "**City**"), and San Luis Spear Point Solar I, LLC, a Delaware limited liability company ("**Spear Point**," and together with the City, the "**Parties**").

RECITALS

A. The City and Artemis Sun Institutional Solar, Inc., a Texas corporation ("**Seller**") are the parties to (i) that certain Solar Power Purchase Agreement dated January 30, 2014 (the "**PPA**") and (ii) that certain Site Lease dated January 30, 2014 (the "**Lease**" and, together with the PPA, the "**Project Agreements**"), with respect to the proposed solar energy generation project contemplated under such agreements (the "**Project**").

B. Seller and Spear Point are parties to that certain Purchase Agreement, dated as January 28, 2014 (the "**Purchase Agreement**"), whereby Spear Point has agreed to purchase Seller's interest in the Project Agreements on the terms set forth therein.

C. Spear Point and the City desire to enter this Amendment in order to obtain the City's agreement and consent to the transaction contemplated in the Purchase Agreement, to amend each Project Agreement as more particularly described below, and to execute certain consent documents required for financing the Project.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and intending to be legally bound, the Parties hereby agree as follows:

AGREEMENT

1. Consent to Assignment. The City hereby acknowledges and consents to the sale, pledge, and assignment of all right, title, and interest in, to and under each Project Agreement from Seller to Spear Point at the Closing (as defined in the Purchase Agreement).

2. Representations and Warranties. The City represents and warrants to Spear Point that, as of the Effective Date and as of the Closing Date (as defined in the Purchase Agreement):

a. No Amendments. The copy of the PPA attached hereto as Exhibit A and the copy of the Lease attached hereto as Exhibit B constitute true and complete copies of such Project Agreements. Except as set forth in this Amendment, the Project Agreements have not been amended, modified, or supplemented (whether by waiver, consent or otherwise), either orally or in writing.

b. No Other Agreements. The Project Agreements are in full force and effect and each Project Agreement constitutes the entire agreement between Seller and the City with respect to the subject matter thereof.

c. No Previous Assignments. The City has not transferred or assigned any of its right, title, or interest in the Project Agreements to any party.

d. No Default or Breach; No Disputes. Neither the City nor Seller is in default under the either Project Agreement and neither is in breach under either Project Agreement in any material respect. To the best of the City's knowledge, no facts or circumstances exist which, with the passage of time or the giving of notice or both, would entitle either Seller or the City to terminate either Project Agreement or suspend the performance of its obligations under either Project Agreement. There are no unresolved disputes between the City and Seller under either Project Agreement and all amounts due under each Project Agreement have been paid in full.

3. Amendments to the Lease. The Parties agree that on the Closing Date, the Lease will automatically be amended as follows:

a. A new Section 1(d) shall be added to the Lease, to read in its entirety as follows:

> (d) Memorandum; Filings. Lessee may record one or more memoranda of lease, or other applicable documents, in the registry or title record of the county where the Project is located or other applicable government office. Lessor agrees to execute and deliver one or more memoranda of lease, or such other documents, in form and substance reasonably acceptable to Lessee. Lessee may make any applicable public filing or recording to protect its ownership interest in the Systems.

b. Section 7(b) of the Lease shall be deleted and replaced in its entirety to read as follows:

> (b) The term of this Agreement shall commence on the Effective Date and terminate thirty (30) years after the Commercial Operation Date (as defined in the PPA), or 120 days following the expiration or termination of the PPA, whichever is earlier (the "Term").

c. Exhibit A to the Lease shall be amended by inserting at the beginning thereof the legal descriptions of the Property (as defined in the Lease) set forth in Exhibit C to this Amendment.

4. Amendments to the PPA. The Parties agree that on the Closing Date, the PPA will automatically be amended as follows:

a. Section 1.1 of the PPA shall be amended to add a new definition, to read in its entirety as follows:

"Lease Agreement" means that certain Site Lease dated January 30, 2014, by and between Provider and Purchaser, as amended.

b. Section 6.2 of the PPA shall be deleted and replaced in its entirety to read as follows:

"Sales Tax. Provider shall be responsible for paying any sales tax imposed by either or both the State of Arizona and Yuma County in connection with the sale of the Solar Services hereunder in accordance with the applicable law. If the sale of the Solar Services hereunder is or becomes subject to any other sales, transfer, or similar tax by any jurisdiction at any time, Purchaser shall be responsible for the payment of such tax in accordance with applicable law.

c. The Parties acknowledge that the phrase "in accordance with the Notice procedures in Section 14" has been struck from the end of Section 10.2(a)(iii) of the PPA, and the Parties agree that this phrase is of no force or effect.

d. Section 10.2(a) of the PPA shall be amended by adding to the end thereof a new clause (iv), to read in its entirety as follows:

(iv) A Default (as defined in the Lease Agreement) by Purchaser under the Lease Agreement.

e. Schedule 1 to the PPA shall be amended as follows:

i. The section titled "Site:" on Schedule 1 shall be deleted and replaced in its entirety to read as follows:

Premises: The property more particularly described in Exhibit A to the Lease Agreement and located at the following addresses:

1030 East Union St., San Luis, AZ 85349

1090 East Union St., San Luis, AZ 85349

1165 N. McCain Ave., San Luis, AZ 85349

1311 N 4th Ave Unit E San Luis AZ, 85349

101 West Sanchez Blvd., San Luis, AZ 85349

358 S. Avenue D, San Luis, AZ, 85349

ii. The section titled "Commercial Operation Deadline:" on Schedule 1 shall be deleted in its entirety.

iii. The section titled "Condition Deadline:" on Schedule 1 shall be deleted in its entirety.

f. Schedule 4 to the PPA shall be amended to delete in its entirety the table titled "(Estimated PPA Schedule)" and subtitled "Estimated Annual Cost of Electricity from System."

5. Financing Documents. The City agrees that within ten (10) days of a written request from Spear Point, from time to time, it will execute and deliver to Spear Point such consents, legal opinions, and other documents reasonably requested by Spear Point's financing partner, including without limitation documents in substantially the forms set forth in Exhibit D.

6. Further Assurances. The City and Spear Point mutually agree to cooperate with respect to any of the matters described herein, and to execute such further deeds, assignments, assumptions, notifications, or other documents as may be legally requested or reasonably necessary for the purpose of giving effect to, evidencing, or giving notice of the transactions evidenced by this Amendment.

7. Severability. If any provision of this Amendment or the application of any such provision to any person or circumstance shall be held invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision hereof.

8. Miscellaneous. (i) This Amendment shall be binding upon and shall inure to the benefit of the Parties and their respective successors and assigns. (ii) This Amendment shall be governed by the laws of the state in which the Project is located, other than any provisions thereof that would result in the application of the law of any other jurisdiction. (iii) This Amendment may be executed in two or more counterparts, each of which as so executed shall be deemed to be an original and such counterparts together shall constitute one and the same instrument. Any person may rely without further inquiry upon this instrument or any copy hereof as to the rights and interests assumed and assigned.

9. Amendments, Changes and Modifications. This Amendment may not be amended, changed or otherwise modified except by a written instrument executed by both of the Parties. This Amendment (including the attached Exhibits, which are incorporated by this reference) contain the complete agreement between the City and Spear Point with respect to the matters contained in this Amendment and supersede all other agreements with respect to the matters contained in this Agreement. The Parties acknowledge and agree that there have been no oral agreements with respect to the matters contained in this Amendment.

[*Signature page follows.*]

IN WITNESS WHEREOF, the Parties have executed and delivered this Agreement as of the Effective Date.

CITY OF SAN LUIS

By: _____
Name: Ralph Velez
Title: City Mgr

SAN LUIS SPEAR POINT SOLAR I, LLC,
a Delaware limited liability company

By: SPEAR POINT ENERGY, LLC
Its: Manager

By: _____
Name: Sam Houston
Title: CEO

EXHIBIT A

Copy of the PPA

[*Follows this page.*]

EXHIBIT C

Amendment to Exhibit A to the Lease (legal descriptions)

EXHIBIT D

Financing Consent Documents:

D-1: Consent and Agreement (Re: PPA)
D-2: Acknowledgment and Agreement (Re: Site)
D-3: Notice of Commercial Operation Date
D-4: Legal Opinion

CONSENT AND AGREEMENT
(RE: PPA and Site Lease)

This Consent and Agreement (this "Consent and Agreement") is entered into as of December __, 2014 by **The City of San Luis, Arizona**, an Arizona municipality (the "Consenting Party") and **San Luis Spear Point Solar I, LLC**, a Delaware limited liability company (together with its permitted successors and assigns under the Assigned Agreements as defined below, the "Lessee"), for the benefit of **PNC Energy Capital LLC**, a Delaware limited liability company (together with its successors and assigns under the Master Lease Agreements as defined below, the "Lessor"), in connection with (a) that certain Master Purchase and Sale Agreement dated as of December __, 2014 (as the same may be amended, amended and restated, supplemented or otherwise modified from time to time, the "Master Purchase Agreement"), between the Lessor and the Lessee, pursuant to which the Lessee agreed to sell to Lessor certain photovoltaic solar energy equipment subject to the Assigned Agreements (defined below, and referred to therein as the System) (the "Systems"), and (b) that certain Master Lease Agreement dated as of December __, 2014 (as the same may be amended, amended and restated, supplemented or otherwise modified from time to time, the "Master Lease Agreement"), between the Lessor and the Lessee, pursuant to which the Lessor agreed to lease the Systems back to Lessee. Capitalized terms used but not defined herein shall have the meanings set forth for such terms in the Assigned Agreements (defined below).

RECITALS

WHEREAS, the Lessee is a party (by assignment on June 14, 2014 pursuant to that certain Purchase Agreement, dated as of June 13, 2014 between Lessee and Artemis Sun Institutional Solar, Inc., a Texas corporation ("Artemis")) with Consenting Party to (a) that certain Solar Power Purchase Agreement, dated as of January 30, 2014, as amended by that certain Amendment and Consent to Assignment, dated as of May 28, 2014 but effective as of June 13, 2014, and the amendments therein effective as of June 14, 2014 (as amended by that certain First Amendment to Amendment and Consent to Assignment, dated as of December __, 2014, the "Consent"), among Lessee and Consenting Party (as the same may be further amended, amended and restated, supplemented or otherwise modified from time to time, the "PPA"), and (b) that certain Site Lease, dated as of January 30, 2014, as amended by the Consent and that certain Second Amendment to Site Lease, dated as of December __, 2014 among Lessee and Consenting Party (as the same may be further amended, amended and restated, supplemented or otherwise modified from time to time, the "Site Lease" and, together with the PPA, the "Assigned Agreements"), pursuant to which Lessee will operate the Systems and sell the electricity produced thereby to the Consenting Party;

WHEREAS, in connection with the sale leaseback of the Systems, Lessee has also assigned or will assign to Lessor all of its rights, title and interest in, to and under the Assigned Agreements and all proceeds collected thereunder as security for Lessee's obligations under the

Master Lease Agreement and the Master Purchase Agreement (all such assigned rights, the "Assigned Rights");

WHEREAS, pursuant to the Master Lease Agreement, Lessee has agreed to deposit all revenues it receives with respect to the Systems and under the Assigned Agreements into a lockbox account designated by the Lessor and as further described on Schedule I hereto (the "Lockbox Account"); and

WHEREAS, the Consenting Party is willing to (a) consent to (i) such assignment and the grant of a security interest by Lessee in favor of Lessor and (ii) Lessee's direction to Consenting Party to remit all payments due under the Assigned Agreements to the Lockbox Account, each as described above, and (b) agree to such other terms as described herein.

NOW, THEREFORE, in consideration of the premises and of other valuable consideration, the parties hereto agree as follows:

1. Assignment and Security Interest. As security for the due and punctual performance and payment of all of Lessee's obligations under the Master Lease Agreement and the Master Purchase Agreement, Lessee has assigned or will assign to Lessor as collateral security the Assigned Rights pursuant to the Assignment Agreement between Lessee and Lessor dated concurrently with the Master Lease Agreement (the "Assignment Agreement").

2. Consent.

(a) Consenting Party hereby consents to the collateral assignment specified in Section 1 hereof and to any further assignments to Lessor or Lessor's nominee or designee upon and after the Lessor's exercise of its rights and remedies under the Master Lease Agreement or Assignment Agreement; and

(b) Upon a Default by Lessee under the Master Lease Agreement or upon the end of the Lease Term (as such terms are defined in the Master Lease Agreement) without purchase of the Systems by Lessee, Consenting Party acknowledges that Lessor has the right to take possession of and succeed to (or cause its nominee or designee to take possession of and succeed to) all of Lessee's right, title and interest under the Assigned Agreements, including the right to continue to perform in place of the Lessee pursuant to the terms of the relevant Assigned Agreement, the right to require the counterparty to perform under such agreements, and the right to rely upon all representations, warranties, indemnities and agreements made by the Consenting Party under or pursuant to the Assigned Agreements.

3. Acknowledgement/Waiver. The Consenting Party hereby acknowledges that Lessor is the legal and beneficial owner of the Systems for all purposes and waives any requirement, express or implied, that Lessee own the Systems. Consenting Party and Lessee agree to identify Lessee as the operator of the Systems (and not the owner) or identify Lessor as the owner of the Systems in any promotional materials.

4. Default and Cure.

(a) If Lessee defaults under an Assigned Agreement, the Consenting Party shall, before terminating such Assigned Agreement or exercising any other remedy, give written notice to the Lessor specifying the default and the steps necessary to cure the same and Lessor shall have sixty (60) days after the later of (i) receipt of such notice and (ii) the date on which such default has become a default under the Master Lease Agreement or the Master Purchase Agreement (or such longer period of time as may be necessary under the circumstances, provided Lessor is diligently pursuing such cure) to cure such default or to cause it to be cured. If Lessor fails to cure or cause to be cured any such default within the applicable period set forth above, the Consenting Party shall have all of its rights and remedies with respect to such default as set forth in the relevant Assigned Agreement and at law or in equity.

(b) In the event that an Assigned Agreement is terminated by rejection, or otherwise, during a case in which Lessee is the debtor under Title 11, United States Code, or other similar federal or state statute, then the Consenting Party shall, at the option of Lessor, enter into a new agreement with Lessor or (at the direction of Lessor) its nominee or designee having terms substantially identical to such Assigned Agreement pursuant to which Lessor or its nominee or designee shall have all of the rights and obligations of Lessee under such Assigned Agreement.

(c) If Lessor notifies the Consenting Party in writing that Lessee has defaulted under the Master Lease Agreement or the Master Purchase Agreement and requests that the Consenting Party continue performance under the Assigned Agreements, the Consenting Party shall thereafter perform under the Assigned Agreements in accordance with their terms, so long as (i) any existing defaults by Lessee under the Assigned Agreements that are susceptible to cure are cured by Lessor or its nominee or designee within the time required under the relevant Assigned Agreement or permitted under this Consent and Agreement or as otherwise approved by Consenting Party and (ii) the obligations of Lessee thereunder shall continue to be performed by Lessee, Lessor or Lessor's nominee or designee.

5. Payments. The Consenting Party agrees that, until otherwise notified in writing by Lessor, the Consenting Party shall make all payments due to Lessee under the Assigned Agreements directly to the Lockbox Account or such other account as Lessor may from time to time hereafter specify in writing.

6. Delivery of Notices. The Consenting Party agrees that it will promptly notify Lessor of any breach by Lessee of any of the terms of the Assigned Agreements, and deliver to Lessor simultaneously with the delivery thereof to Lessee any notices, invoices and reports delivered pursuant to the Assigned Agreements.

7. Liability of Lessor. The Consenting Party acknowledges and agrees that Lessor has not assumed, and does not have any obligation or liability under or pursuant to, the Assigned Agreements, and that the exercise by Lessor of its rights and remedies under the Assignment Agreements shall not constitute an assumption of Lessee's obligations under the Assigned Agreements except to the extent any such obligations shall be expressly assumed by an instrument in writing executed by the Lessor or as otherwise provided herein; provided however, Consenting Party shall be entitled to exercise all of its rights under the Assigned Agreements if neither Lessee nor Lessor shall have cured any default by Lessee thereunder susceptible to cure by Lessor in accordance with Section 4(c) above.

8. Amendment or Termination of Assigned Agreements. The Consenting Party covenants and agrees with Lessor that it will not, without the prior written consent of Lessor, terminate any Assigned Agreement other than as expressly permitted therein (and subject to expiration of the cure periods specified in Section 3 hereof) and will not amend or modify any Assigned Agreement in any material respect without the prior written consent of the Lessor.

9. Consenting Party's Representations. Consenting Party hereby represents and warrants that (a) each of the representations and warranties of Consenting Party set forth in Section 8 of the PPA and Section 5 of the Site Lease is true and correct as of the date hereof, (b) the Assigned Agreements are in full force and effect, (c) no Assigned Agreement has been amended or otherwise modified since the date thereof except as provided herein, (d) there is no other agreement or understanding between Consenting Party and Lessee that would alter the Assigned Agreements, (e) Consenting Party is aware of no existing lease, mortgage, security interest or other interest in or lien upon the Premises which could attach to the Systems as an interest adverse to Lessor's ownership interest therein, (f) to Consenting Party's knowledge, there exists no event or condition which constitutes a breach or default, or that would, with the giving of notice or lapse of time, constitute a default, under the Assigned Agreements; and (g) (i) there are no existing offsets or defenses in favor of Consenting Party against enforcement of any of the terms, covenants and conditions of the Assigned Agreements, and (ii) Lessee has observed and performed all of the terms, covenants and conditions on its part to be observed and performed under the Assigned Agreements.

10. Consenting Party's Agreements and Certifications.

(a) In connection with Section 3.3 of the PPA, Consenting Party agrees to maintain in full force and effect, at all times during the Term (of the PPA), an interconnection agreement with the Local Electric Utility providing for interconnection to the Local Electric Utility's system.

(b) Notwithstanding Section 6.2 of the PPA relating to responsibility for sales and transfer taxes, Consenting Party agrees to pay all sales and transfer taxes applicable to any transfer or sale of the Systems to the Consenting Party (or its assigns).

(c) The parties hereto agree that the term "System" in the Assigned Agreements shall refer to each of the systems set forth on Schedule II to this Consent and Agreement, and the term "Premises" in the Assigned Agreements shall refer to each of the sites set forth on such Schedule II.

(d) Each of the statements contained in Schedule III hereto are incorporated into this Consent and Agreement and made by Consenting Party for the benefit of PNC and such statements shall constitute covenants running with the land.

9. Notices.

(a) All communications between the parties hereto or notices provided herein to be given may be given to the addresses listed on Schedule IV hereto.

(b) Any notice required or given hereunder shall be deemed properly given when provided in writing (a) three (3) business days after mailed first class, overnight, or certified mail, return receipt requested, postage prepaid, addressed to the designated recipient at its address set forth at the heading hereof or such other address as such party may advise by notice given in accordance with this provision or (b) upon receipt by the party to whom addressed in writing by personal delivery, commercial courier service, fax or other means which provides a permanent record of the delivery of such notice; provided, however, that if any notice is tendered to an addressee and the delivery thereof is refused by such addressee, such notice shall be effective upon such tender. Any party shall have the right to change its address for notice hereunder to any other location within the United States by giving of ten (10) days' written notice to the other parties in the manner set forth herein above.

10. GOVERNING LAW. The laws of the State of Arizona shall govern the interpretation and enforcement of this Consent and Agreement. The parties agree that the jurisdiction and venue for any action commenced in connection with this Consent and 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 jurisdiction and venue. This agreement shall be subject to the provisions of A.R.S. §38-511.

11. Third Party Beneficiary; Successors and Assigns. Lessor shall be a third-party beneficiary of this Consent and Agreement and shall have the right to enforce all rights provided for its benefit hereunder against any party hereto. This Consent and Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns. Lessor may, at any time by written notice to each of the parties to this Consent and Agreement, assign its rights and delegate its obligations hereunder to any nominee or designee of Lessor including, without limitation, to any purchaser of all or any portion of rights under the Assigned Agreements in connection with a return of the Systems or default by Lessee under the Master Lease Agreement or the Master Purchase Agreement and a foreclosure by Lessor.

12. Waiver. No amendment or waiver of any provisions of this Consent and Agreement shall be effective unless the same shall be in writing and signed by the parties hereto, and then such amendment or waiver shall be effective only in the specific instance and for the specific purpose for which given.

13. Counterparts. This Consent and Agreement may be executed in one or more counterparts and when signed by all the parties listed below shall constitute a single binding agreement. Delivery of an executed counterpart of a signature page of this Consent and Agreement by facsimile or portable document format (.pdf) shall be effective as delivery of a manually executed counterpart of this Consent and Agreement.

14. Arizona Immigration Laws. Lessee warrants, and shall require its subcontractors to warrant, that it is in compliance with all federal immigration laws and regulations that relate to its employees and with A.R.S. § 23-214 relating to verification of employment eligibility. A breach of this clause shall be deemed a material breach of this Consent and Agreement and is subject to penalties up to and including termination of this Consent and Agreement.

15. Further Assurances. The Consenting Party will at any time and from time to time, upon the written request of Lessor, execute and deliver such further documents and do such other acts and things as Lessor may reasonably request in order to effectuate more fully the purposes of this Consent and Agreement.

16. Conflicts. In the event of a conflict between any provision of this Consent and Agreement and the provisions of the Assigned Agreements, the provisions of this Consent and Agreement shall prevail. Notwithstanding the foregoing, Consenting Party does not waive any of its rights under the Assigned Agreements except as expressly set forth herein.

IN WITNESS WHEREOF, each of the undersigned has duly executed this Consent and Agreement as of the date first above written.

THE CITY OF SAN LUIS, ARIZONA

By: _____

Name: Robert Eads

Title: City Manager

SAN LUIS SPEAR POINT SOLAR I, LLC,

by **SPEAR POINT ENERGY, LLC,**
its sole member

By: _____

Name:
Title:

Accepted:

PNC ENERGY CAPITAL LLC

By: _____
Name:
Title:

SCHEDULE I

Lockbox Account Information

Bank:	PNC Bank, National Association
Account Name:	San Luis Spear Point Solar I, LLC
Account #:	4105754464
ABA #:	041000124
Lockbox Address:	San Luis Spear Point Solar I, LLC PO Box 932814 Cleveland, OH 44193

SCHEDULE II

Descriptions of Systems and Premises

SCHEDULE III

Real Property Certifications

Property Owner. Consenting Party is the fee owner of the Premises, except for the portion of the Premises located on the BLM Land, in which Consenting Party has a leasehold interest that permits the Systems to be installed and operated on such portion of the Premises without any consent or approval from, or notice to, any other Person, other than BLM.

Title Owner. Consenting Party acknowledges that PNC is the title owner of the Systems.

Personalty. Consenting Party acknowledges and agrees that the Systems shall remain personal property of PNC regardless of the manner or mode of its attachment to the Premises and shall not become or be deemed to be a fixture.

Priority. Consenting Party agrees that any claim that PNC or PNC's assignees may have with respect to the Systems is superior to any lien, right, or claim of any nature that Consenting Party may have with respect to the Systems by law, agreement, or otherwise.

Waiver. Consenting Party expressly waives every right that it may have under law, or by virtue of any agreement, now in effect or hereafter executed, to levy on or distrain the Systems for rent (in arrears, in advance, or both) or to claim or assert a lien, interest in, or title to the Systems.

Additional Equipment. The statements contained herein will also apply with equal force to any part of the Systems that is already on the Premises as well as to any part of the Systems that may hereafter be delivered or installed upon the Premises that is or becomes subject to the Sale/Leaseback Transaction.

Rights of PNC. Consenting Party agrees that PNC or PNC's assignee or agents may enter on the Premises to repair, maintain, replace, or remove all or part of the Systems from the Premises in accordance with the terms of the Assigned Agreements. Consenting Party will allow PNC to exercise this right of entry at any reasonable time.

Effect of Filing Financing Statement. Consenting Party agrees that, as a precautionary measure, PNC may file a financing statement or fixture filing in the real property records, and further agrees that such filing shall never be construed as in any way impairing this declaration and the stated intention of the Consenting Party that the Systems (which are owned by PNC) is and, at all times and for all purposes and in all proceedings, both legal and equitable, shall be regarded as personal property unencumbered by any other interest.

Non-Disturbance. Consenting Party agrees that: (a) PNC's rights and privileges as owner of the Systems shall not be diminished or interfered with by Consenting Party; and (b) such rights and privileges shall survive and not be disturbed, affected or impaired by any suit, action or proceeding upon any encumbrance or any obligation secured thereby, or by any foreclosure of, or forfeiture under, or termination of any encumbrance, or any enforcement of any rights under any encumbrance held by Consenting Party, or by any deed in lieu of foreclosure under any encumbrance held by Consenting Party upon the Premises.

SCHEDULE IV

Addresses for Notices

If to Lessor:
PNC Energy Capital LLC
995 Dalton Avenue
Cincinnati, OH 45203
Attn: General Counsel
Telephone: (513) 455-9603
Facsimile: (888) 890-7197

If to Lessee:
San Luis Spear Point Solar I, LLC
[_____]
[_____]
Attn: [_____]
Telephone: [_____]
Facsimile: [_____]

If to the Consenting Party:
The City of San Luis
P.O. Box 1170
1090 E. Union St.
San Luis, Arizona, 85349
Attn: City Manager
Telephone: 928-341-8520
Facsimile: 928-341-8539

Recording Requested by
and when recorded return to:

San Luis Spear Point Solar I, LLC
465 North Mill Road
Aspen, Co 81611

MEMORANDUM OF SITE LEASE

This Memorandum of Site Lease is made to be effective as of December 18, 2014 by and between the City of San Luis, an Arizona municipality ("Lessor") and San Luis Spear Point Solar I, LLC, a Delaware limited liability company ("Lessee") for recording purposes. Lessor and Lessee hereby certify as follows:

1. Lessor entered into a Site Lease dated January 30, 2014 with Artemis Sun Institutional Solar, Inc., a Texas corporation ("Artemis Sun"), as lessee, as amended by that certain Amendment and Consent to Assignment dated May 28, 2014 and effective as of June 13, 2014, which in turn was amended by that certain First Amendment to Amendment and Consent to Assignment, dated as of December 18, 2014, and as further amended by that certain Second Amendment to Site Lease dated as of December 18, 2014 (as amended, the "Site Lease") pertaining to the lease of certain property described therein (the "Premises") for use as a solar energy facility which would sell power to the Lessor pursuant to a Solar Power Purchase Agreement.

2. Artemis Sun assigned all of its right, title and interest as lessee under the Site Lease to Lessee on June 14, 2014 pursuant to a Purchase Agreement, dated June 13, 2014, between Artemis Sun and Lessee.

3. The real property that is subject to the Site Lease (the "Premises") is legally described on the attached Exhibit A and includes all building and improvements constructed thereon before and after the effective date of the Site Lease.

4. The commencement date of the Site lease is January 30, 2014 (the "Effective Date"). The last day of the term is 20 years after the Effective Date.

5. This Memorandum contains only selected provisions of the Site Lease, and reference is made to the full text of the Site Lease for the full terms and conditions. This Memorandum shall not, in any way, amend or supersede the terms and conditions of the Site Lease.

6. This Memorandum may be executed in counterparts and, when all counterpart documents are executed, the counterparts shall constitute a single binding instrument.

7. Lessor rights to real property of the properties which constitute the Site lease are a combination of different legal rights to occupancy, including rights of occupancy emanating from agreements with the United States of America. The rights of occupancy pursuant to the Site lease are subject to any terms and conditions of occupancy imposed upon Lessor that may appear of record.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Site Lease as of the date first above written.

LESSOR:

THE CITY OF SAN LUIS, ARIZONA
an Arizona Municipality

By: _____
Name: Robert Eads
Title: City Manager

LESSEE:

SAN LUIS SPEAR POINT SOLAR I, LLC
a Delaware limited liability company

By: _____
Name: _____
Title: _____

San Luis Spear Point Solar I, LLC
c/o Spear Point Energy, LLC
465 North Mill Street
Aspen, CO 81611

NOTICE OF COMMENCEMENT OF OPERATION DATE

Project: City of San Luis

Project Sites: 101 West Sanchez Blvd, San Luis, AZ 85349
358 S Avenue D, San Luis, AZ 85349
1030 East Union Street, San Luis, AZ 85349
1311 N 4th Ave, San Luis, AZ 85349
1090 East Union Street, San Luis, AZ 85349
1165 N McCain Ave, San Luis, AZ 85349

Notice Date: December 18, 2014

I, Sam Houston, do hereby certify that Commencement of Operation of the solar photovoltaic system located at the Project Site defined above (the "PV System") was established on the date of this Notice set forth above.

Commencement of Operation is defined as satisfaction of the following:

1. All necessary permits and licenses for operating the PV System on the premises of the host facilities have been obtained;

2. All critical tests necessary for proper operation of the PV System have been performed and such critical testing is complete;

3. Initial operation of the PV System in parallel with the host facility or facilities and the utility grid (including interconnection) has occurred and the system is now generating and operating in parallel with the utility grid;

4. Daily operation of the PV System and delivery of electricity to host has been initiated; and

5. The system is being metered with the intent to invoice the host for on-site power generation per the terms of the solar power and services agreement effective the date that Commercial Operation was initiated.

Executed by:
San Luis Spear Point Solar I, LLC
By: Spear Point Energy, LLC
its Sole Member

_____

Name: Sam Houston
Title: CEO

ACCEPTANCE OF NOTICE OF COMMENCEMENT OF OPERATION DATE

ACCEPTED

CITY OF SAN LUIS, STATE OF ARIZONA

By:_____

Title: City Manager

City of San Luis

City Attorney

P.O. Box 1170 • 1090 E. Union Street • San Luis, AZ 85349-1170 • Ph (928) 341-8520 • Fax (928) 341-8539

GLENN J. GIMBUT, Esq.

Execution Version

December 30, 2014

PNC Energy Capital LLC
995 Dalton Avenue
Cincinnati, Ohio 45203

Re: Solar Power Purchase Agreement and Site Lease

Ladies and Gentlemen:

As counsel for the City of San Luis, an Arizona municipality (*"Purchaser"*), I have examined (a) the Solar Power Purchase Agreement, dated as of January 30, 2014, between Purchaser and San Luis Spear Point Solar I, LLC, a Delaware limited liability company (as successor-in-interest to Artemis Sun Institutional Solar, Inc., *"Seller"*), as amended by that certain Amendment and Consent to Assignment dated May 28, 2014 and effective as of June 13, 2014, which in turn was amended by that certain First Amendment to Amendment and Consent to Assignment, dated as of December __, 2014 (the Amendment and Consent to Assignment, as amended, the "*Amendment and Consent*" and the Solar Power Purchase Agreement, as amended, the "*PPA*"), (b) the Site Lease, dated as of January 30, 2014, between Purchaser and Seller, as amended by the Amendment and Consent and that certain Second Amendment to Site Lease, dated as of December __, 2014 (as amended, the "*Site Lease*"), (c) the Consent and Agreement re: PPA and Site Lease, dated as of the date hereof among Purchaser, Seller and PNC Energy Capital LLC (the "*Consent*"), and (d) the proceedings taken by the governing body of Purchaser to authorize on behalf of Purchaser the execution and delivery of the PPA, the Site Lease and the Consent.

Based upon the foregoing examination and upon an examination of such other documents and matters of law as I have deemed necessary or appropriate, I am of the opinion that:

1. Purchaser is duly organized and legally existing as a political subdivision, municipal corporation or similar public entity under the laws of the State of Arizona with full power and authority to enter into, and perform its obligations under, the PPA, the Site Lease and the Consent.

GERARDO SANCHEZ, Mayor
MARCO A. PINZON, Vice Mayor
AFRICA LUNA-CARRASCO, Council Member
JOE HARPER, Council Member
MARIA CECILIA RAMOS, Council Member
MATIAS ROSALES, Council Member
GLORIA TORRES, Council Member
RALPH VELEZ, City Manager

2. Each of the PPA, the Site Lease and the Consent has been duly authorized, executed and delivered by Purchaser. Assuming due authorization, execution and delivery thereof by Seller, each of the PPA, the Site Lease and the Consent constitute the legal, valid and binding obligation of Purchaser, enforceable against Purchaser in accordance with its terms, except to the extent limited by Arizona and federal law affecting creditor's remedies against local government in Arizona and by bankruptcy, reorganization, moratorium or other laws of general application relating to or affecting the enforcement of creditors' rights.

3. Purchaser has complied with any applicable property acquisition laws and public bidding requirements in connection with the PPA and the Site Lease and the transactions contemplated thereby.

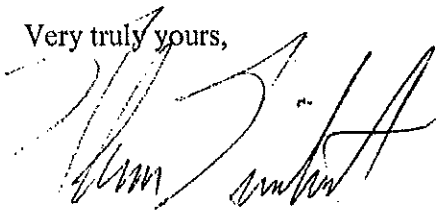
4. To the best of my knowledge, except as noted on Exhibit A, there is no litigation or proceeding pending or threatened before any court, administrative agency or governmental body that challenges: the organization or existence of Purchaser; the authority of its officers; the proper authorization, approval and execution of the PPA, the Site Lease, the Consent or any documents relating thereto; the appropriation of monies to make payments under the PPA, the Site Lease or the Consent; or the ability of Purchaser otherwise to perform its obligations under the PPA, the Site Lease and the Consent and the transactions contemplated thereby.

5. The action adopted by Purchaser's governing body authorizing the execution and delivery of the PPA, the Site Lease and the Consent and certain other matters was adopted at a meeting that was held in compliance with all applicable laws relating to the holding of open and public meetings.

6. Except as noted by exhibit A, the entering into and performance of the PPA, the Site Lease and the Consent do not and will not violate any judgment, order, law or regulation applicable to Purchaser or result in any breach of, or constitute a default under, or result in the creation of any lien, charge, security interest or other encumbrance upon any assets of Purchaser or on the System (as such term is defined in the PPA) pursuant to any indenture, mortgage, deed of trust, bank loan or credit agreement or other instrument to which Purchaser is a party or by which it or its assets may be bound.

7. The correct legal name of Purchaser for purposes of the Uniform Commercial Code in effect in Arizona is the City of San Luis, State of Arizona.

Very truly yours,



Glenn J. Gimbut
City Attorney
City of San Luis

EXHIBIT A

Purchaser has received notice (the "*BLM Notice*") of investigation of potential trespass from the U.S. Department of the Interior, Bureau of Land Management (the "*BLM*") regarding the placement of solar equipment on the BLM Land (as defined in the Site Lease). Purchaser will be cooperating with the BLM in such investigation and any resolution required, however, there is no provision in the BLM Lease (as defined in the Site Lease) that would prohibit the transactions contemplated by the PPA and the Site Lease.

GUST ROSENFELD
ATTORNEYS SINCE 1921 P.L.C.

RECEIVED
BY: J. Taylor
DATE: January 9, 2017

■ ONE E. WASHINGTON, SUITE 1600 ■ PHOENIX, ARIZONA 85004-2553 ■ TELEPHONE 602-257-7422 ■ FACSIMILE 602-254-4878 ■

Gary Verburg
602-257-7463
gverburg@gustlaw.com

January 5, 2017

Kay Macuil, City Attorney
City of San Luis
1090 E. Union Street
P.O. Box 1170
San Luis, Arizona 85349

Re: Legal Representation

Dear Kay:

I am writing to acknowledge and thank you for retaining our law firm to represent the City of San Luis ("San Luis") as set forth below. It is our understanding that you have presently retained this firm to assist you with an amendment to your lease with the Bureau of Land Management and legal issues related to Spear Point Solar, Inc.

I am enclosing for your information our "Terms of Engagement for Legal Services" Addendum which sets forth certain information concerning the business aspects of your retention of our firm. We hope that you find this information useful.

I will serve as the attorney primarily responsible for this firm's representation of San Luis in this matter, and therefore will serve as your primary contact at this firm. As stated in the Addendum, other professionals will also provide services depending upon the way in which matters develop.

The Terms set forth the present range of standard hourly rates for our attorneys, paralegals, law clerks and project assistants. My discounted hourly rate to San Luis is $250. Our standard hourly rates are subject to future changes as noted in the Terms.

We appreciate being given the opportunity to serve you. Of course, if you have any questions or if there are any matters set forth in the Terms which you would like to discuss, please contact me.

Once again, thank you for the confidence that you have placed in our firm by retaining us. We look forward to working with you.

Very truly yours,

Gary Verburg
For the Firm

GJV/mma

2875370.1
Attachment (Terms of Engagement for Legal Services)

GUST ROSENFELD P.L.C.

Terms of Engagement for Legal Services

This document sets forth the terms of our engagement as your lawyers. Unless modified in writing by mutual agreement, these terms are an integral part of our agreement with you. Therefore, we ask that you review this statement carefully. You should retain the original of this document. Please contact us promptly if you have any questions.

The Scope of Our Work

You should have a clear understanding of the legal services we will provide. Any questions that you have should be dealt with promptly.

We will at all times act on your behalf to the best of our ability. Any expressions on our part concerning the outcome of your legal matters are expressions of our best professional judgment, but are not guarantees. Such opinions are necessarily limited by our knowledge of the facts and are based on the state of the law at the time they are expressed.

Who Will Provide the Legal Services

Customarily, each client of the firm is served by a primary attorney contact. The primary attorney should be someone in whom you have confidence and with whom you enjoy working. You are free to request a change of primary attorney at any time. Subject to the supervisory role of the primary attorney, your work, or parts of it, may be performed by other lawyers and legal assistants in the firm. Such delegation may be for the purpose of involving lawyers or legal assistants with special expertise in a given area or for the purpose of providing services on the most efficient and timely basis. Whenever practicable, we will advise you of the names of those attorneys and legal assistants who work on your matters.

How Fees Will Be Set

The firm's fee structure is based upon hourly rates for all attorneys, paralegals and law clerks, unless otherwise specified. We record time expended on hourly fee matters in increments of one tenth of an hour, and calculate our fees on that basis.

Standard hourly rates for the firm presently range from $220 to $480 for attorneys; from $190 to $205 for paralegals; and $155 for law clerks. These rates are

subject to increase, normally once per year. Advance notice of any increase will be provided in writing before any fees are charged at an increased rate.

Statements for services rendered will be submitted monthly, to more effectively monitor time and expenses as they are incurred. Our computerized billing format will provide you with a description of the efforts we have undertaken on your behalf.

We are often requested to estimate the amount of fees and costs likely to be incurred in connection with a particular matter. Whenever possible, we will furnish such an estimate based upon our professional judgment, but always with a clear understanding that it is not a maximum or fixed fee quotation. The ultimate cost frequently is more or less than the amount estimated.

For certain well-defined services we may quote a flat fee. It is our policy not to accept representations on a flat fee basis except in such defined-service areas or pursuant to a special arrangement tailored to the needs of a particular client. In all such situations, the flat fee arrangement will be expressed in a letter, setting forth both the amount of the fee and the scope of the services to be provided.

Out-of-Pocket Expenses

We typically incur, and advance on behalf of our clients, a variety of out-of-pocket costs arising in connection with legal services. These include charges made by government agencies and service vendors as well as clerical charges. Whenever such costs are incurred, we will carefully itemize and bill them. Typical of such costs are long distance telephone charges; messenger, courier, express delivery charges and certain other postage; facsimile; printing and reproduction costs; filing fees; deposition and transcript costs; witness fees; travel expenses; charges made by outside experts and consultants, including accountants, appraisers and other legal counsel (unless arrangements for direct billing have been made); and computer assisted legal research charges. We incur outside costs as agents for our clients and incur internal expenses on behalf of our clients, who agree to pay these costs on a regular basis.

Retainer and Trust Agreements

New clients of the firm are routinely asked to deposit a retainer with the firm. This retainer will be held in trust to be applied to the final bill. By mutual agreement it may be applied against earlier bills. At the conclusion of our legal representation or at such time as the deposit is unnecessary or is appropriately reduced, the remaining balance or an appropriate part of it will be returned to you. If the retainer deposit proves insufficient to cover current expenses and fees, it may have to be increased. Deposits that are received to cover specific items will be disbursed as provided in our

agreement with you, and you will be notified from time to time of the amounts applied or withdrawn.

All trust deposits we receive from you, including retainers, will be placed in a trust account for your benefit. By law, your deposit must be placed in a pooled account if it is not expected to earn a net return, taking into consideration the size and anticipated duration of the deposit and the transaction costs. Other trust deposits will also be placed in the pooled account unless you request a segregated account. By law, interest earned on the pooled account is payable to a charitable foundation established by the Arizona Supreme Court. Interest earned on a segregated trust account will be added to the deposit for your benefit and will be includable in your taxable income.

Termination

You may terminate our representation at any time, with or without cause by notifying us. If such termination occurs, your papers and property will be returned to you promptly. Our own files pertaining to the case will be retained. Your termination of our services will not affect your responsibility for payment of legal services rendered and out-of-pocket costs incurred before termination and in connection with an orderly transition of the matter.

We are subject to the Code of Professional Responsibility adopted by the Arizona Supreme Court, which lists several types of conduct or circumstances that require or allow us to withdraw from representing a client, including nonpayment of fees or costs, misrepresentation or failure to disclose material facts, action contrary to our advice, and conflict of interest with another client. We try to identify in advance and discuss with our clients any situation that may lead to our withdrawal, and if withdrawal ever becomes necessary, we immediately give the client written notice of our withdrawal.

Billing Arrangements and Terms of Payment

We will bill you on a regular basis, normally each month, for both fees and disbursements. You agree to make payment within 10 days of receiving our statement. Fees and disbursements not paid within 60 days are subject to a late charge of 1.5 percent per month (18% per annum).

We will give you prompt notice if your account becomes delinquent, and you agree to bring the account or the retainer deposit current. If the delinquency continues and you do not arrange satisfactory payment terms, we will withdraw from the representation and pursue collection of your account. You agree to pay the costs of collecting the debt, including court costs, filing fees, and a reasonable attorney's fee.

Binding Arbitration of Fee Disputes

If you disagree with the amount of our fee, please take up the question with your primary attorney contact or with the firm's executive committee. Typically, such disagreements are resolved to the satisfaction of both sides with little inconvenience or formality. Any dispute relating to payment of attorney fees which cannot be resolved in this manner shall be submitted to binding arbitration before the Committee of the State Bar of Arizona on Arbitration of Fee Disputes.

Notice Required by Law Regarding Privacy of Your Personal Information

Federal law requires financial service providers, which may include attorneys, to inform their non-business clients of their policies regarding protecting the privacy of client information. Gust Rosenfeld attorneys are bound by professional standards of confidentiality more stringent than those required by the Federal law. The Firm will protect our clients' confidential information.

Types of Nonpublic Personal Information That We Collect

We only collect nonpublic personal information about our clients that is provided to us by clients or obtained by us with their authorization.

Parties to Whom We Disclose Information

For current and former clients, we do not disclose any nonpublic personal information obtained in the course of our practice except as required by law or permitted by our clients.

Protecting the Confidentiality and Security of Current and Former Clients' Information

We retain records relating to professional services that we provide so that we are better able to assist our clients with their professional needs and, in some cases, to comply with professional guidelines. In order to guard clients' nonpublic personal information, we maintain physical and procedural safeguards that comply with professional standards for law firms.

City of San Luis
Budget Adjustment Form

Reason for Budget Adjustment: Transfer from Council Contingency account #100-110-81000, needed to cover BLM charges from January 2016. Transfer needed from Council Contingency account #100-110-8100, to cover legal services engaged of Gust Rosenfeld.

Account Number	Account Name	Approved Budget Fiscal 16/17	Budget to be revised (Add to)	Budget to be decreased (Taken from)	Amended Budget Total
100-117-80000	Contractual Services	3000.00	10,000.00		13,000.00
100-117-80003	Legal Services	2500.00	15,000.00		17,500.00
100-110-81000	Council Contingency	275,500.00		25,000.00	250,500.00
Total			25,000.00	25,000.00	

Department Head Kay Marcus Macias Date 1-19-17

City Manager [signature] Date 01/19/2017

Finance Department C Cortes Date 01-19-2017

AGENDA ITEM REVIEW FORM

Regular City Council Meeting **6. A.**
Meeting Date: 01/25/2017
Department Head: John Starkey, Planning & Zoning Director, Planning & Zoning Department
Submitted By: Jose A. Guzman, Assistant Planner, Planning & Zoning Department
Action Requested: Motion

ITEM:
Discussion and possible action on any and all matters regarding the appointment of two City of San Luis citizens to serve on the City of San Luis Planning and Zoning Commission. **(John Starkey, Planning and Zoning Director)**

SUMMARY:
On December 7, 2016, Maria G. Guzman sent an email to staff resigning from the Planning and Zoning Commission due to her schedule. Her term would have expired on January 31, 2017.

Currently six (6) Commission Members are serving on the City of San Luis Planning and Zoning Commission: Bill Cordova, Javier Barraza, Daniel Bazua, Hugo Garcia, Guillermina Fuentes and Jose A. Ponce. This Commission is to be composed of seven members. It is important that the Planning and Zoning Commission have a full appointment of seven members as development continues to grow in San Luis.

The end of term for Hugo Garcia is also on January 31, 2017. Mr. Garcia is interested in continuing serving as a Commission Member.

As established in Section 2.1 (D) and Section 2.1 (E) of the San Luis Zoning Ordinance,

> **D. Membership.** The Commission shall consist of seven (7) members, all residents of the City, who shall be appointed by and serve at the pleasure of the City Council.
>
> **E. Term of Office.** The term of office of the members of the Commission shall be four (4) years, with the terms of members so staggered that the terms of no more than three (3) members shall expire on January 31st in any one-year. The incumbent Commissioner shall continue to serve, after their term of office has expired, until a successor has been appointed. In the event of a death, resignation, or removal from the Commission, a resident appointed by the City Council shall fill the vacancy, for the un-expired term.

We have received one application from Marco A. Pinzon and is attached for your review.

RECOMMENDATION / SUGGESTED MOTION:
I MOVE TO APPOINT MARCO A. PINZON AS PLANNING AND ZONING COMMISSIONER, TO FILL THE VACANCY CREATED BY MARIA G. GUZMAN, WHICH TERM EXPIRES JANUARY 31, 2017 AND TO APPOINT HIM TO A 4-YEAR TERM AFTER THE EXPIRATION OF MS. GUZMAN'S TERM.

I MOVE TO APPOINT HUGO GARCIA AS PLANNING AND ZONING COMMISSIONER TO A TERM OF 4 YEARS AT THE EXPIRATION OF HIS CURRENT TERM ON JANUARY 31, 2017.

Supporting information not attached to the Agenda Item Review Form:

N/A

Document to be Recorded?: No

N/A

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:	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

Hugo Garcia Reappointment Request Letter
Marco A. Pinzon Application

January 17, 2017

Hugo Garcia

P.O. Box 7796

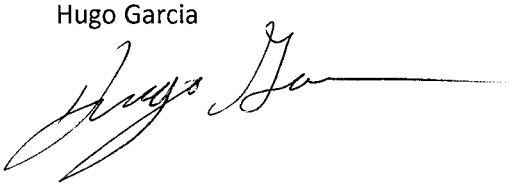
San Luis, AZ 85349

Re: Planning and Zoning Commission Reappointment

I hereby request reappointment from City Council to continue serving as a member of the City of San Luis Planning and Zoning Commission for a term of four years.

Sincerely,

Hugo Garcia



City of San Luis
Board and Commission
Volunteer Appointment Application
(Please return application to City Hall, 1090 East Union Street, P.O. Box 1170 San Luis, AZ 85364)

Name: MARCO A. PINZON Date: 12-20-16

Residence Address: 1599 N. IRAN AVE Home Phone: (928) 722-0034

Mailing Address: P.O BOX 6281 Alternatate Phone: (928) 785-0029

The City of San Luis requires all board and commission members to be residents of the City of San Luis.
Do you live with in the corporate limits of the City of San Luis? ☒ Yes ☐ No
Years Resided in San Luis 11 Years Resided in Arizona 12

List three Boards and/or Commissions you are interested in serving on:

1) PLANNING & ZONING 2)_____ 3)_____

Why are you interested in becoming a member of the Board(s) and/or Commission(s) you have selected?

TO HELP MY COMMUNITY AND LOCAL GOVERNMENT

Members are expected to attend all meetings of the Board/Commission unless otherwise excused. If a member is absent without excuse from three or more consecutive meetings, the City Council may remove this member from the Board/Commission and appoint another individual to serve the remainder of the term

The time commitment required for each board and commission varies depending upon the number of scheduled meetings and preparation time for those meetings. How much time can you commit to participate on a board or commission? Please be specific, i.e. number of hours weekly, monthly or quarterly.

I AM ~~AVAILABLE~~ AVAILABLE AFTER 5 PM AND ALL DAY TUESDAYS

RECEIVED
DEC 22 2016
Office of the City Clerk
City of San Luis, Arizona

BOARD AND COMMISSION APPLICATION

If a resume is attached, the Education, Work Experience and Civic Involvement portions listed below need to be completed.

Education: Score 1 2 3 4 5 (Low / High) ____

School	Degree	Year
Imperial Valley College	20 CREDITS	2003
ARIZONA WESTERN COLLEGE	12 CREDITS	2015

Work Experience:

Company	Position	Dates
TXL INC	MANAGER	2013 - Present
Meineke	MANAGER	2009 - 2013
TXL INC	MANAGER	2003 - 2009
U.S ARMY	19D SCOUT	1999 - 2002

Civic Involvements:

Organization	Position	Dates
IDA	VICE CHAIR	NOV 2015 - Present
Sun Luxe facility	Board member	June 2015 - June 2016
Development CO.		

Additional Qualifications:

- COUNCIL MEMBER 4 1/2 6 MOS
- GOOD RELATIONSHIP WITH THE COMMUNITY

TOTAL SCORE ____

Personal References, including addresses and phone numbers:

1) MIGUEL CARLOS 1229 CORBELLO AVE (928) 941-0525
2) BENJAMINE DELGADILLO 1780 KENNEDY LN (928) 580-7254
3) ROGELIO LOYA 590 ARUBA DR. (928) 919-1608

Applicant Signature ____ Date 12-20-16

****Applications will remain on file in the Office of the Mayor and Council for one year from the above date****

Notice: In accordance to the San Luis City Code, Chapter 2, Section 2-4-6, The City of San Luis under Committees and Commissions states, Council may create such committees and commissions, standing or special, as it deems necessary. They shall consist of as many members and shall perform such duties as the council may require and shall exist at the pleasure of the council. For more information regarding rights and provisions of the San Luis City Codes, call (928) 341-8520.

AGENDA ITEM REVIEW FORM

Regular City Council Meeting **6. B.**
Meeting Date: 01/25/2017
Department Head: John Starkey, Planning & Zoning Director, Planning & Zoning Department
Submitted By: Kay Macuil, City Attorney, Attorney's Office
Action Requested: Motion

ITEM:

Discussion and possible action on any and all matters regarding Subdivision Case No. 2016-0423 Modification of Conditions of Final Plat and wastewater line update. Applicant is Edais Engineering, Inc., on behalf of Riedel Holdings, LLC, property owner, for Las Quintas de San Luis II Subdivision located south of County 22nd Street between the East Main Canal and Las Quintas Subdivision. **(John Starkey, Planning and Zoning Director and Eulogio Vera, Public Works Director)**

SUMMARY:

Background

The Preliminary and Final Plat were approved by City Council on January 11, 2017 with conditions for erosion control, gravity feed wastewater line, storm water plan, comply with city comments, formation of districts, compliance with traffic study and comply with the May 25, 2016 Development Agreement. All these conditions were to be met before construction started and before the plat can be recorded. (The January 11, 2017 Conditions are attached to this Agenda Review Form). As was presented on January 11, 2017, the Developer is working on obtaining rights to build the waste water line by gravity feed to the nearest lift station at the San Luis High School.

Update

On January 23, 2017, the Developer, her Engineer, a representative from the Yuma County Water Users Association and City Staff met to discuss the route for the waste water line. Although there is an offer through Barkley farm land (attached to this Agenda Item Review Form), the Developer has chosen the shortest most direct route to the lift station. The Yuma County Water Users Association representative was agreeable to another crossing under the East Main Canal if the one at 22nd Street is abandoned and a master plan for the line and the services area of lift station is provided. The High School District indicated that a proposed Intergovernmental Agreement (IGA) for a right to have a wastewater line cross the San Luis High School land should be ready in draft by January 24, 2017. As of the preparation of this Agenda Item Review Form it had not yet been received. The next School Board Meeting is February 8, 2017 and it is intended that the IGA be presented for Board Approval then.

Also on January 23, 2017, it was brought to staff's attention that grading work had begun contrary to the conditions that construction could not begin until all conditions were met. The City's Public Works Director went to the site of the grading and saw the work was being done competently. Staff required the Developer to do the following:

Provide to the City a proposed schedule of work for the next 2 months by January 24, 2017 (Done on time, attached).

Provide to the City the Engineer's Opinion as required under the Conditions of the Final Plat Approval by January 24, 2017. (Pending at the time of preparation of this Agenda Item Review Form, but the Developer's Engineer discussed the requirements of the opinion with the City Attorney on January 24,

2017).

Apply to the City for a grading permit and for a permit to construct retaining walls by January 24, 2017. (Done).

Provide to the City the Storm Water Pollution Prevention Plan (SWPPP) and implement as soon as possible since grading was started. (SWPPP was provided on January 24, 2017, Attached. The Developer's Engineer represented to staff that the SWPPP will be implemented on January 25, 2017).

Provide the soils report from the site compaction test results as soon as they are available and assure that all geotechnical services meet the testing frequency requirements. The Developer has hired GTS to perform these tests. (Pending at the time of preparation of this Agenda Item Review Form).

If the above are met, then it is reasonable as a practical matter to allow work to continue on the grading and building of walls. This type of work can proceed before the other conditions are met on the list of conditions. The work so far has been done in a competent way. At this point it is safer to finish the grading and retaining walls than to leave it as it is. Staff will report at the time of the meeting whether the above requirements have been met to their satisfaction. If so, staff would recommend modification of the conditions so as to allow the grading work and retaining walls to be constructed. All other work must be compliant with the conditions.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO APPROVE MODIFICATION OF THE CONDITIONS FOR FINAL PLAT APPROVAL TO ALLOW FOR GRADING AND FOR CONSTRUCTION OF RETAINING WALLS TO PROCEED AS DIRECTED BY APPROPRIATE CITY STAFF AFTER THE DEVELOPER HAS SUBMITTED:
(1) THE ENGINEER'S OPINION AS OUTLINED IN THE CONDITIONS AND
(2) FOLLOW ALL LOCAL, STATE AND FEDERAL LAW.

I FURTHER MOVE THAT ONCE THE GRADING AND RETAINING WALL ARE COMPLETED, NO CONSTRUCTION SHALL START UNTIL ALL CONDITIONS OF THE FINAL PLAT APPROVAL ARE COMPLETE AND ALL REQUIRED PERMISSIONS ARE IN PLACE.

I FURTHER MOVE THAT STAFF MAY TAKE ALL APPROPRIATE ACTIONS FOR ANY FUTURE NON-COMPLIANCE RELATED TO THIS SUBDIVISION.

Supporting information not attached to the Agenda Item Review Form:

N/A

Document to be Recorded?: No

N/A

Fiscal Impact

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

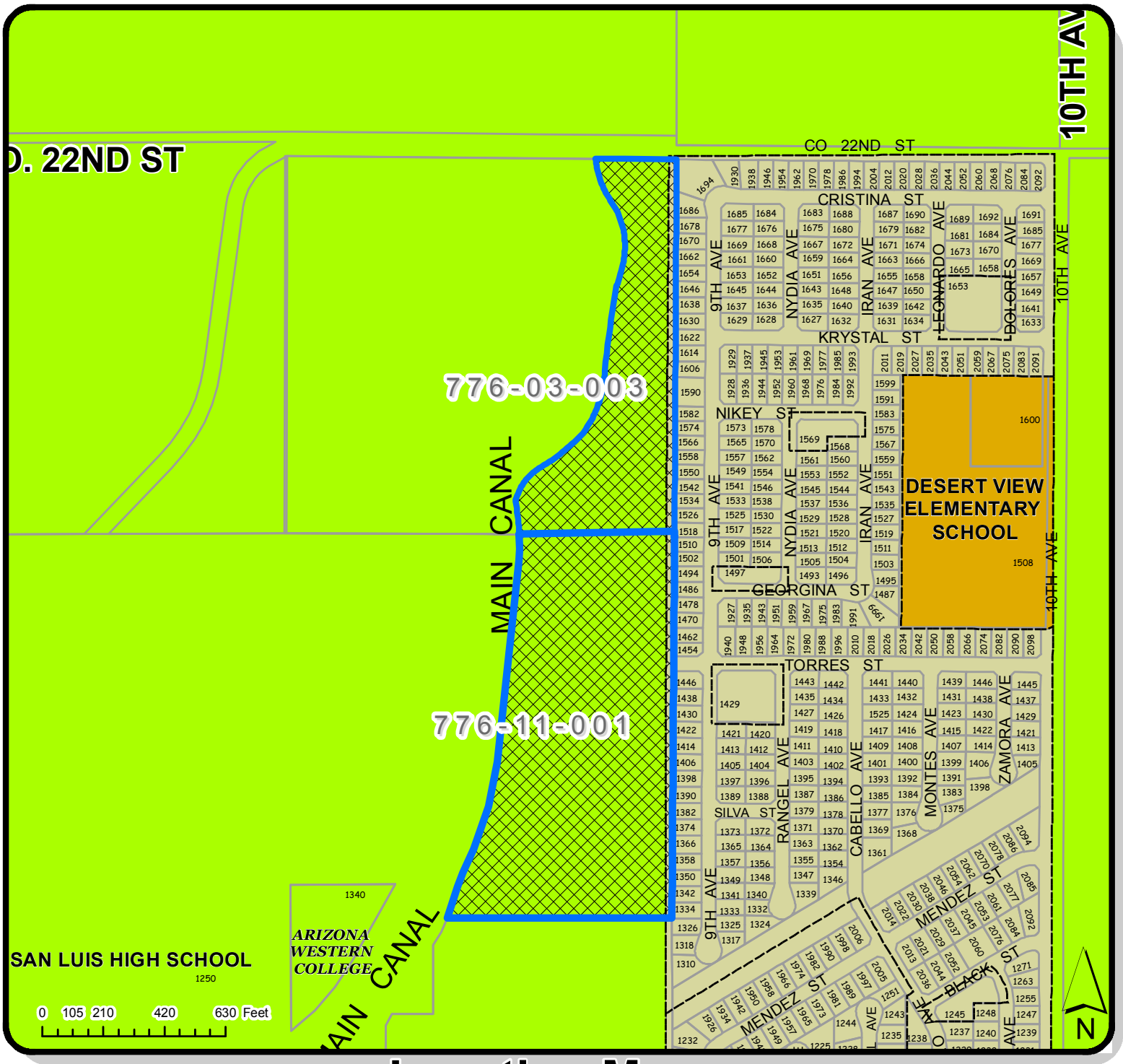
GL ACCT # & NAME/REMAINING BALANCE BEFORE PURCHASE: N/A

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

N/A

Attachments

Location Map
Picture of Location
SWPPP 2
Final Plat
Schedule of Work
SWPPP
Resolution No. 1145 Development Agreement
Jan 11, 2017 Conditions
CC&R's
Barkley Offer
Schedule of Work
SWPPP 1
SWPPP 2



Location Map

PROPOSED LOCATION
PARCEL:776-03-003 & 776-11-001

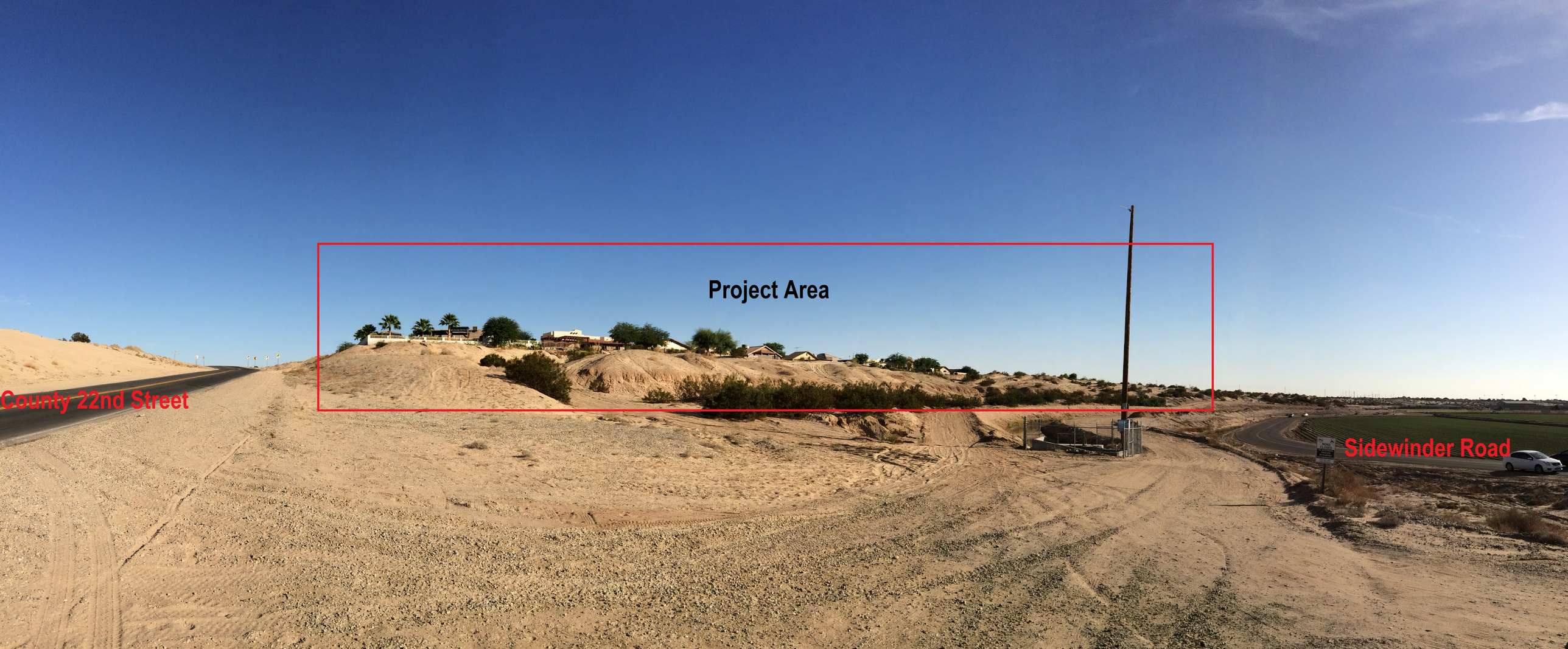
SUBDIVISION

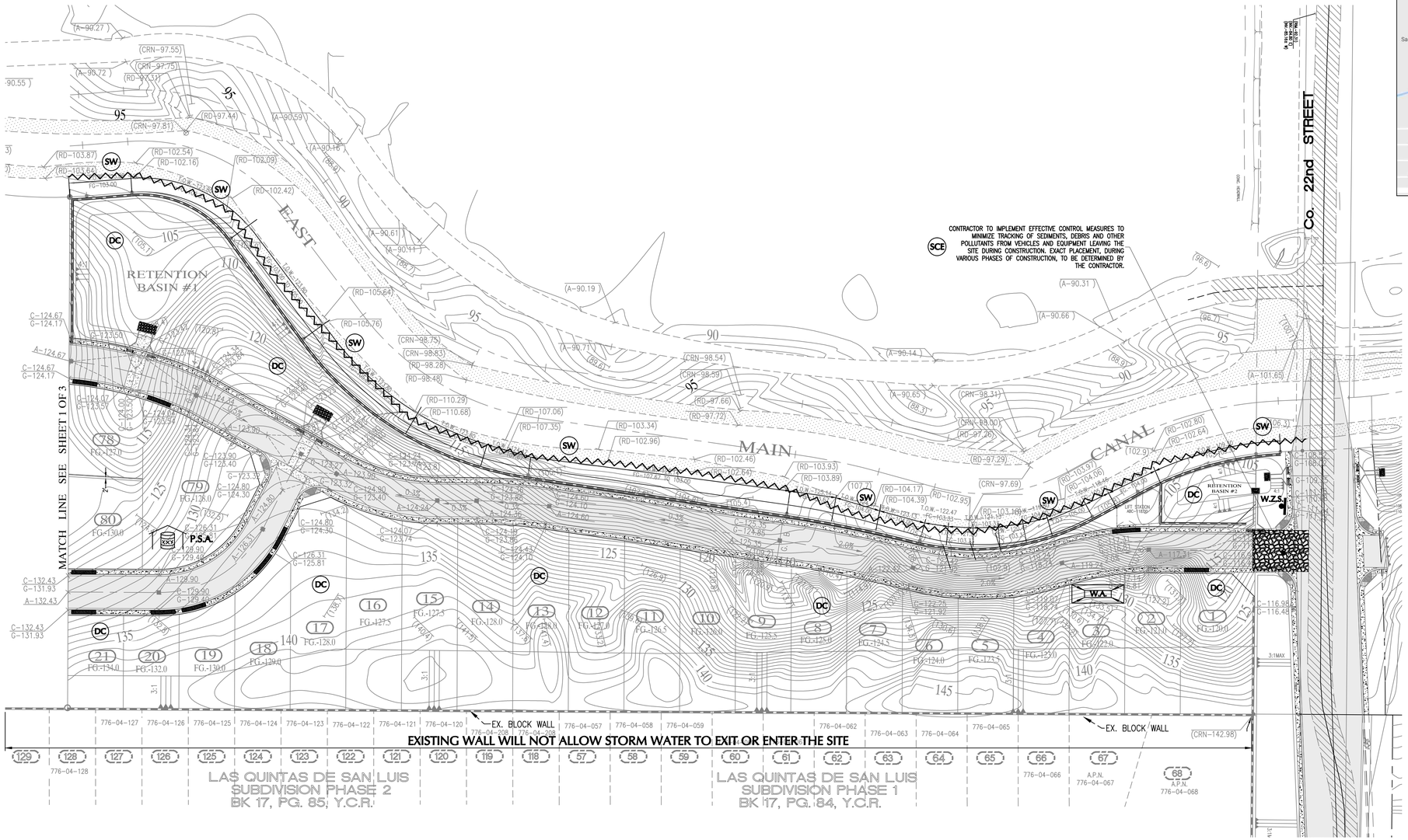
ZONING LEGEND

MULTIPLE RESIDENCE ZONING DISTRICTS
- R-2
- R-3

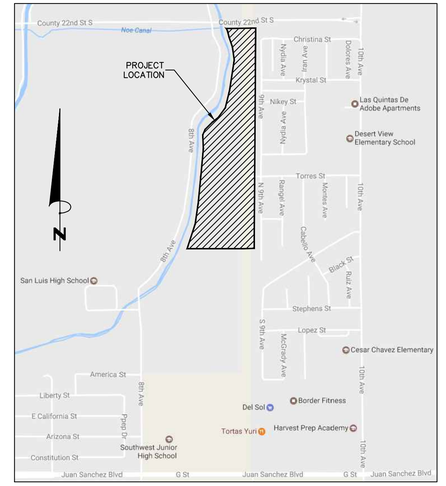
SINGLE RESIDENCE ZONING DISTRICTS
- RA-10

Date:	IT	Prepared By:	Case No.
8/16/2016	GIS DIVISION	IG	2016-0423P LAS QUINTAS DE SAN LUIS II
Checked By: JG		**APPROVED BY:** JS	


Project Area
County 22nd Street
Sidewinder Road



SCE CONTRACTOR TO IMPLEMENT EFFECTIVE CONTROL MEASURES TO MINIMIZE TRACKING OF SEDIMENTS, DEBRIS AND OTHER POLLUTANTS FROM VEHICLES AND EQUIPMENT LEAVING THE SITE DURING CONSTRUCTION. EXACT PLACEMENT, DURING VARIOUS PHASES OF CONSTRUCTION, TO BE DETERMINED BY THE CONTRACTOR.



VICINITY MAP

LEGEND

W.A.	DESIGNATED WASHOUT AREA
DC	DUST CONTROL
SCE	STABILIZED CONSTRUCTION ENTRANCE
P.S.A.	PROTECTED STORAGE AREA
SF	SILT FENCE
S.B.B.	STRAW BALE BARRIERS
C.I.P.	CURB INLET PROTECTION (GRAVEL BAG, FILTER BAG, ROCK SOCK)
A.I.P.	AREA INLET DRAIN PROTECTION (GRAVEL BAG, FILTER BAG, ROCK SOCK)
P.O.C.	PIPE OUTLET CONDITIONS
SW	STRAW WATTLES (SEDIMENT LOG/FIBER ROLL)
W.Z.S.	WORK ZONE IDENTIFICATION SIGN
	DRAINAGE FLOW ARROWS

AREA

DISTURBED AREA = 28.75 ACRES

OWNER/DEVELOPER

RIEDEL HOLDINGS, L.L.C.
P.O. BOX 1649
SAN LUIS, AZ 85349

FLOOD ZONE DESIGNATION

THE PROPERTY IS LOCATED IN FLOOD PLAIN ZONE X (AREAS OF 0.2% ANNUAL CHANCE FLOOD; AREAS OF 1% ANNUAL CHANCE FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE; AND AREAS PROTECTED BY LEVEES FROM 1% ANNUAL CHANCE FLOOD) AS DETERMINED BY THE FEMA FEDERAL INSURANCE RATE MAPS (FIRM MAP 04027C 1820F)

UTILITY DISCLAIMER

THE UNDERGROUND UTILITIES SHOWN HAVE BEEN LOCATED FROM THE 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.

Call at least two full working days before you begin excavation.
ARIZONA 811 Arizona Blue Stake, Inc.
Dial 8-1-1 or 1-800-STAKE-IT (782-5348)
In Maricopa County: (602) 263-1100

DRAWINGS ISSUE RECORD:	DATE:

DAHL, ROBINS & ASSOCIATES, INC.
1560 S. 5th Avenue
Yuma, AZ 85364
Phone: (928) 819-0825
Fax: (602) 819-0826
www.dahlrobins.com

LAS QUINTAS DE SAN LUIS 2 SUBDIVISION

WEST OF AVE H SOUTH SIDE OF CO. 22ND STREET
SAN LUIS, ARIZONA

SWPPP

THIS DRAWING AND THE DATA CONTAINED HEREON ARE THE PROPERTY OF DAHL, ROBINS & ASSOCIATES, INC. AND SHALL NOT BE USED, REPRODUCED OR TRANSFERRED, WITHOUT THE PRIOR EXPRESS CONSENT OF THE COMPANY, NOR SHALL ANY DATA OR INFORMATION CONTAINED HEREON BE USED IN A MANNER INCONSISTENT WITH THE PRIOR EXPRESS WRITTEN AUTHORIZATION OF THE COMPANY.

Registered Professional Engineer (Civil)
CERTIFICATE NO.
23218
KEVIN A. DAHL
Date Signed 1/17/17
Expires 9/30/2017

DATE:	JAN 2017
SURVEYED BY:	EDIAS
DESIGNED BY:	SRM
DRAWN BY:	DRA
CHECKED BY:	KAD
PROJECT NO.:	16284
SHEET	OF
2	3

1/17/2017 9:49 AM
Z:\Jobs\2016\16284\drawings\SWPPP 02.dwg

LAS QUINTAS DE SAN LUIS 2 SUBDIVISION

WATER LINE GENERAL NOTES

1. ALL WATER LINE CONSTRUCTION HEREON TO BE IN ACCORDANCE WITH YUMA COUNTY STANDARDS AND SPECIFICATIONS AND THE ARIZONA DEPARTMENT OF ENVIRONMENTAL QUALITY REGULATIONS.
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PREPARATION AND FURNISHING TO THE ENGINEER OF "AS-BUILT" RECORD DRAWINGS. THE CONTRACTOR SHALL OBTAIN ONE SET OF PLANS FROM THE ENGINEER AND SHALL RECORD IN RED COLORED PENCIL ALL CASES WHERE ACTUAL FIELD CONSTRUCTION DIFFERS FROM WORK SHOWN ON THE PLANS, TO INCLUDE SERVICE LOCATIONS.
3. ALL WATERLINES WILL BE PRESSURE AND LEAKAGE TESTED TO 150 PSI FOR 2 HOURS. SEE THIS SHEET FOR TEST PROCEDURE.
4. WATER CONTRACTOR SHALL PROVIDE THE ENGINEER WITH A COPY OF THE BACTERIOLOGICAL TEST RESULTS TAKEN ON THE SYSTEM.
5. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO NOTIFY THE BLUE STAKE CENTER TO LOCATE ALL UNDERGROUND EQUIPMENT WITHIN THE CONSTRUCTION AREA 48 HOURS PRIOR TO THE START OF ANY EXCAVATION. CALL THE BLUE STAKE CENTER AT 1-800-782-5348. CONTRACTOR SHALL VERIFY LOCATION AN ELEVATIONS OF ALL EXISTING UTILITIES. PRIOR TO ANY CONSTRUCTION LOCATION OF UTILITIES SHOWN ON THESE PLANS ARE APROXIMATE AND INFORMATION ONLY.
6. THE CONTRACTOR SHALL TAKE NECESSARY PRECAUTIONS TO PROTECT EXISTING UTILITIES FROM DAMAGE DUE TO HIS OPERATIONS. ANY DAMAGE TO THE UTILITIES SHALL BE REPAIRED AT CONTRACTOR'S EXPENSE.
7. DEFLECT 8" WATER LINE AS SHOWN. MAX. EXCEPTABLE DEFLECTION OF 8" PIPE PER STANDARD 20' LENGTH TO BE 9". NO DEFLECTION TO OCCUR AT JOINT.
8. THE ENGINEER SHALL REVIEW ALL PIPE (WATER) MATERIAL SUBMITTALS TO ENSURE CONFORMANCE TO REQUIREMENTS BEFORE THE START OF CONSTRUCTION.
9. ALL WATER LINES (MAINS AND SERVICES) SHALL INCLUDE THE INSTALLATION OF TRACER WIRE IN ACCORDANCE WITH STANDARD DETAIL No. 5-210.
10. THE END OF EACH WATER LINE TO HAVE A TEMPORARY OR PERMANENT BLOWOFF VALVE, AS SHOWN IN PLANS.
11. THE CONTRACTOR MUST COORDINATE CONSTRUCTION INSPECTION WITH THE ENGINEER.
12. WATER/ SEWER LINES SEPARATION NEEDS TO BE IN ACCORDANCE WITH A.A.C.R18-4-502.C.

WATER LINE TESTING PROCEDURE

1. ALL VISIBLE LEAKS SHALL BE REPAIRED REGARDLESS OF THE AMOUNT OF LEAKAGE AND REGARDLESS OF WHETHER THE LEAK DEVELOPS UNDER TEST PRESSURE OR LINE PRESSURE.
2. INITIAL PRESSURES FOR BOTH THE PRESSURE TEST AND ALLOWABLE LEAKAGE TEST SHALL BE A MINIMUM OF 150 PSI
3. A PRESSURE TEST WILL BE DEEMED AS SUCCESSFUL IF IT PASSES THE CRITERIA SET FORTH BY AWWA C-600, SEC. 94 (CURRENT EDITION) AND THAT CRITERIA NOTED ABOVE.
4. SHOULD THE PRESSURE TEST BE UNSUCCESSFUL, THE CONTRACTOR HAS THE OPTION OF ATTEMPTING THE ALLOWABLE LEAKAGE TEST. THIS TEST WILL BE DEEMED SUCCESSFUL IF IT PASSES THE CRITERIA SET FORTH IN AWWA C-600, SECTION 94 (CURRENT EDITION) OR AWWA M-23 (CURRENT EDITION) WHICHEVER IS MORE RESTRICTIVE AND THAT CRITERIA NOTED ABOVE.
5. DISINFECTION PROCEDURES FOR WATER LINES TO BE DONE AS PER AWWA C-605-94

ROAD CONSTRUCTION NOTES:

1. ALL MATERIALS AND CONSTRUCTION HEREON SHALL CONFORM TO YUMA COUNTY, AS ADOPTED BY THE CITY OF SAN LUIS, STANDARD SPECIFICATIONS AND CONSTRUCTION STANDARDS UNLESS OTHERWISE SHOWN ON THESE PLANS.
2. ALL CITY OF SAN LUIS REQUIRED COMPACTION AND LABORATORY TESTS SHALL BE FURNISHED BY THE CONTRACTOR TO THE CITY OF SAN LUIS PRIOR TO ACCEPTANCE OF THE PROJECT.
3. ALL DIMENSIONS HEREON ARE TO THE BACK OF CURB.
4. CONTRACTOR TO MAINTAIN DUST ABATEMENT AT ALL TIMES DURING CONSTRUCTION.
5. REFER TO SHEET 2 OF 3 AND 3 OF 3 OF FINAL PLAT FOR ALL CORRECT DIMENSIONS.
6. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO NOTIFY THE BLUE STAKE CENTER TO LOCATE ALL UNDERGROUND EQUIPMENT WITHIN THE CONSTRUCTION AREA 48 HOURS PRIOR TO THE START OF ANY EXCAVATION. CALL THE BLUE STAKE CENTER AT 1-800-782-5348. CONTRACTOR SHALL VERIFY LOCATION AN ELEVATIONS OF ALL EXISTING UTILITIES. PRIOR TO ANY CONSTRUCTION LOCATION OF UTILITIES SHOWN ON THESE PLANS ARE APROXIMATE AND INFORMATION ONLY.
7. ALL CURB CORNER RADIUS TO BE 25.0' TO BACK OF CURB UNLESS OTHERWISE NOTED.
8. SEE SUBDIVISION PLAT FOR ALL BOUNDARY INFORMATION AND DIMENSIONS; DO NOT SCALE.

LEGEND

- BOUNDARY LINE
- CENTER LINE
- PROPERTY LINE
- LOT LINE
- SET MONUMENT (TYPE AS SHOWN)
- SET MONUMENT (TYPE AS SHOWN)
- EXISTING AC PAVEMENT
- NEW AC PAVEMENT
- NEW CONCRETE
- NEW CURB & GUTTER
- NEW SLOPED AREA
- (2) LOT NUMBERS
- (103.5) EXISTING ELEVATION
- (A-102.60) (C-101.80) (G-101.80) EXISTING ASPHALT ELEVATION
- EXISTING CURB & GUTTER ELEVATION
- C-100.00 G-100.00 NEW CURB AND GUTTER ELEVATION
- A-100.00 NEW ASPHALT ELEVATION
- EX S EXISTING SEWER LINE
- EX W EXISTING WATER MAIN
- EX S NEW SEWER LINE
- EX W NEW WATER MAIN
- NEW MANHOLE
- EXISTING MANHOLE
- INV.-99.33 (N) INDICATES INVERT ELEVATION
- NEW DUAL WATER SERVICE
- NEW SINGLE WATER SERVICE
- NEW FIRE HYDRANT
- NEW GATE VALVE
- NEW TEMPORARY BLOWOFF
- NEW SEWER SERVICE
- NEW DUCTILE IRON PIPE

OWNER/SUBDIVIDER

RIEDEL HOLDINGS, L.L.C.
P.O. BOX 1649
SAN LUIS, ARIZONA 85349

ENGINEER

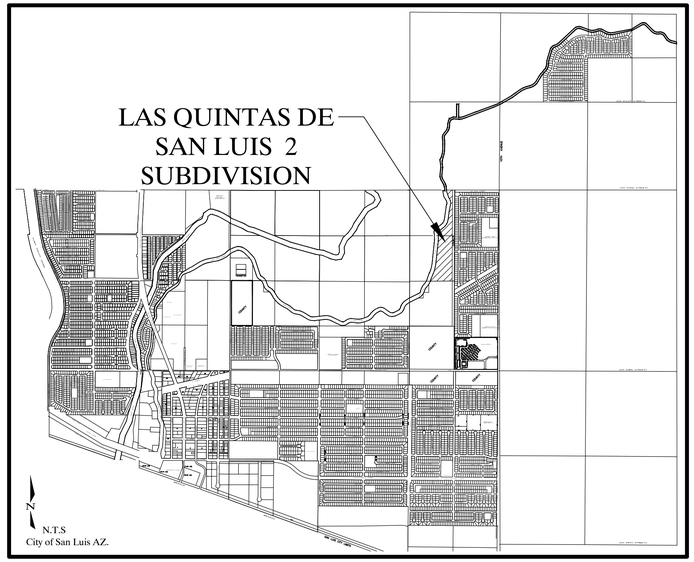
Edais Engineering, Inc.
3075 S. AVENUE 4E
YUMA, ARIZONA 85365
(928) 344-3566

BENCHMARK

TOP OF BRASS CAP LOCATED AT THE INTERSECTION OF CRISTINA STREET AND 10th AVENUE (LAS QUINTAS DE DE SAN LUIS SUBDIVISION) ELEVATION: 136.32

SHEET INDEX

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PLAT COVER ---- 1 OF 3
PLAT ---- 2 OF 3
PLAT ---- 3 OF 3
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PAVING AND GRADING PLAN ---- 2
PAVING AND GRADING PLAN ---- 3
PAVING AND GRADING PLAN ---- 4
COUNTY 22ND STREET IMPROVEMENT ---- 5
COUNTY 22ND STREET IMPROVEMENT ---- 5A
COUNTY 22ND STREET STRIPING PLAN ---- 5B
10TH AVENUE AND TORRES STREET IMPROVEMENTS AND STRIPING PLAN ---- 5C
SOUTH WALL PROFILE ---- 5D
SOUTH WALL PROFILE ---- 5E
PAVING AND GRADING DETAILS ---- 6
KEYSTONE RETAINING WALL ---- 7
WATER AND SEWER PLAN ---- 8
WATER AND SEWER PLAN ---- 9
SEWER PLAN & PROFILES ---- 9A
SEWER PLAN & PROFILES ---- 9B
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SEWER PLAN & PROFILES ---- 10
SEWER PLAN & PROFILES ---- 11
SEWER PLAN & PROFILES ---- 12
WATER AND SEWER DETAILS ---- 14
WATER AND SEWER DETAILS ---- 15
WATER AND SEWER DETAILS ---- 16



VICINITY MAP

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

THESE PLANS NOT TO BE USED FOR CONSTRUCTION UNTIL APPROVED BY THE CITY, ADEQ, AND OTHER AGENCIES HAVING JURISDICTION ON THIS PROJECT

Registered Engineer 26844 NAJEH K. EDAIS Date Signed 11/21/16 ARIZONA, U.S.A.

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

LAS QUINTAS DE SAN LUIS 2 SUBDIVISION

COVER SHEET

SCALE: AS SHOWN	DESIGNED BY: N.K.E.	CHECKED BY: N.K.E.
DATE: OCT. 2016	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: EE@Edaisengineering.com

SHEET 00

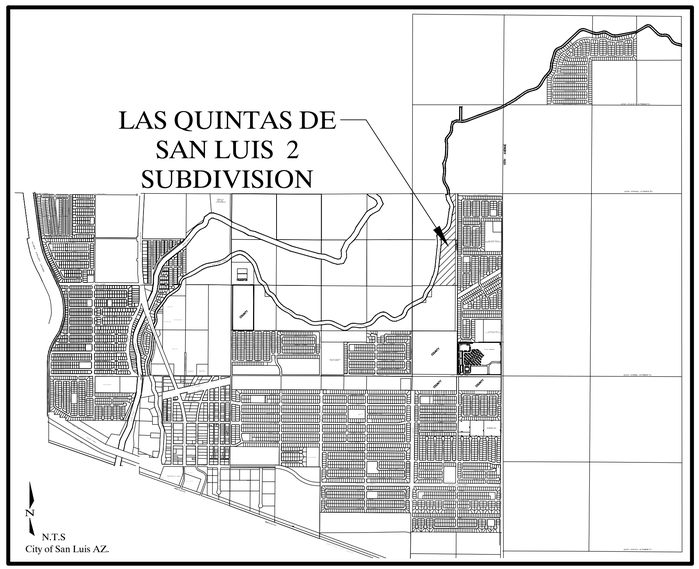
LAS QUINTAS DE SAN LUIS 2 SUBDIVISION

A SUBDIVISION OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER LYING EAST MAIN CANAL AND PARCEL B OF THE BARKLEY LOT SPLIT No.2 AS RECORDED IN BOOK 67 OF PLATS, PAGE 27, Y.C.R., BEING A PORTION OF GOVERNMENT LOT 2, ALSO BEING A PORTION OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER, TOGETHER IN SECTION 6, TOWNSHIP 11 SOUTH, RANGE 24 WEST, GILA AND SALT RIVER BASE AND MERIDIAN, YUMA COUNTY, ARIZONA

DATE: OCTOBER 2016 ACREAGE - 28.75 AC

OFFICE OF YUMA COUNTY RECORDER

BOOK _____ OF PLATS,
PAGE _____



VICINITY MAP

DEDICATION

KNOW ALL MEN BY THESE PRESENTS: THAT RIEDEL HOLDINGS, L.L.C., AN ARIZONA LIMITED LIABILITY COMPANY, AS OWNER HAS THIS THE ____DAY OF _____ 2016, CAUSED A PORTION OF THE W½ OF THE NE¼ OF SECTION 6, TOWNSHIP 11 SOUTH, RANGE 24 WEST, G.&S.R.B.&M., YUMA COUNTY, ARIZONA, AS PLATTED HEREON, TO BE SUBDIVIDED INTO LOTS, TRACTS & STREETS UNDER THE NAME OF "LAS QUINTAS DE SAN LUIS 2 SUBDIVISION" AND HEREBY DECLARES THAT THE ACCOMPANYING PLAT SETS FORTH THE LOCATION AND GIVES THE DIMENSIONS OF THE LOTS AND STREETS, CONSTITUTING SAID "LAS QUINTAS DE SAN LUIS 2 SUBDIVISION" AND THAT EACH LOT SHALL BE KNOWN BY THE NUMBER, THE TRACTS BY THE LETTER AND THE STREETS BY THE NAME GIVEN EACH RESPECTIVELY ON SAID PLAT;

AND THAT RIEDEL HOLDINGS, L.L.C., AS OWNER, HEREBY DEDICATES THE STREETS SHOWN HEREON TO THE PUBLIC FOR ITS USE AND BENEFIT, AND THAT THE EASEMENTS ARE DEDICATED FOR THE USES SHOWN AND DEFINED ON SAID PLAT AND AS SET FORTH IN THE DECLARATION OF RESERVATIONS, COVENANTS, CONDITIONS AND RESTRICTIONS RECORDED CONCURRENTLY HEREWITH. TRACT "A" IS DEDICATED TO THE PUBLIC FOR USE AS STORM WATER RETENTION BASIN AND COMPATIBLE RECREATIONAL USES

IN WITNESS WHEREOF: RIEDEL HOLDINGS, L.L.C., HAS CAUSED ITS CORPORATE NAME TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY THE SIGNATURE OF NIEVES GARCIA RIEDEL, AS MEMBER, THEREUNTO DULY AUTHORIZED ON THIS THE _____DAY OF_____2016.

BY: _____
NIEVES GARCIA RIEDEL, MEMBER
RIEDEL HOLDINGS, L.L.C.

ACKNOWLEDGMENT

STATE OF ARIZONA)
> SS
COUNTY OF YUMA)

ON THIS THE _____ DAY OF _____, 2016 BEFORE ME, THE UNDERSIGNED OFFICER PERSONALLY APPEARED, NIEVES GARCIA RIEDEL, WHO ACKNOWLEDGED HERSELF TO BE MEMBER OF RIEDEL HOLDINGS, L.L.C., AN ARIZONA LIMITED LIABILITY COMPANY, AND SHE AS SUCH OFFICER BEING AUTHORIZED TO DO SO, EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES THEREIN CONTAINED, BY SIGNING THE NAME OF THE LIMITED LIABILITY COMPANY BY HERSELF, AS SUCH OFFICER.

IN WITNESS WHEREOF, I HAVE SET MY HAND AND OFFICIAL SEAL.

BY: _____
NOTARY PUBLIC

MY COMMISSION EXPIRES: _____

APPROVED

STATE OF ARIZONA)
> SS
CITY OF SAN LUIS)

THIS SUBDIVISION AS PLATTED HEREON HAS BEEN APPROVED BY THE MAYOR AND THE CITY COUNCIL OF THE CITY OF SAN LUIS, ARIZONA.

_____
MAYOR DATE

_____
CITY MANAGER DATE

_____
CITY PLANNING & ZONING COMMISSION DATE

_____
CITY ENGINEER DATE

_____
CITY PUBLIC WORKS DIRECTOR DATE

BASIS OF BEARING

THE SOUTH LINE OF THE SW¼ OF SECTION 6, T11S, R24W NAMELY N 89°40'11" W AS SHOWN ON STATE PLAT No. 17 COMITE DE BIENESTAR AS RECORDED IN BOOK 11 OF PLATS, PAGES 86-88, YCR

RESTRICTIVE COVENANTS

HAVE BEEN RECORDED CONCURRENTLY AND ARE A PART OF THIS PLAT

NOTE:

LOTS 1 TO 40 OF THE SUBDIVISION HAVE GRADING SLOPES THAT HAVE BEEN SPECIFICALLY DESIGNED TO PROTECT THE PROPERTIES ADJACENT TO THE LOTS. LOTS 40 TO 70 OF THE SUBDIVISION HAVE GRADING SLOPES THAT HAVE BEEN SPECIFICALLY DESIGNED TO PROVIDE FOR STORMWATER RETENTION AND TO AVOID IMPOSING ADDITIONAL LOADS ON THE ADJACENT RETAINING WALLS. THIS DESIGN IS REFERRED TO IN THE COVENANTS, CONDITIONS AND RESTRICTIONS AS THE "MASTER PLAN." ANY GRADING OR OTHER WORK CONDUCTED ON THESE LOTS MUST CONFORM TO THE "MASTER PLAN" FOR THESE DESIGNED SLOPES AND WILL REQUIRE SUBMITTAL OF A SITE PLAN PREPARED BY AN ARIZONA REGISTERED PROFESSIONAL ENGINEER PRIOR TO OBTAINING A BUILDING PERMIT. EROSION CONTROL PROVISIONS FOR THESE SLOPES MUST BE CONSTRUCTED AND MAINTAINED AND THE INTEGRITY OF THE SLOPES ON THESE LOTS SHALL BE MAINTAINED BY THE LOT OWNERS IN PERPETUITY. SEE THE RECORDED COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE SUBDIVISION FOR ADDITIONAL REQUIREMENTS

SUBDIVIDER/OWNER

RIEDEL HOLDINGS, L.L.C.
P.O. BOX 1649
SAN LUIS, ARIZONA 85349

PREPARED BY:

Edais
Engineering, Inc.
3075 S. AVENUE 4 E
YUMA, ARIZONA 85365
(928) 344-3566

SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT THE SUBDIVISION SHOWN HEREON WAS MADE UNDER MY DIRECTION DURING JULY OF 2016, AND THAT THIS SUBDIVISION CONFORMS TO ALL REGULATIONS AND REQUIREMENTS OF THE SUBDIVISION REGULATIONS OF THE CITY OF SAN LUIS, ARIZONA.

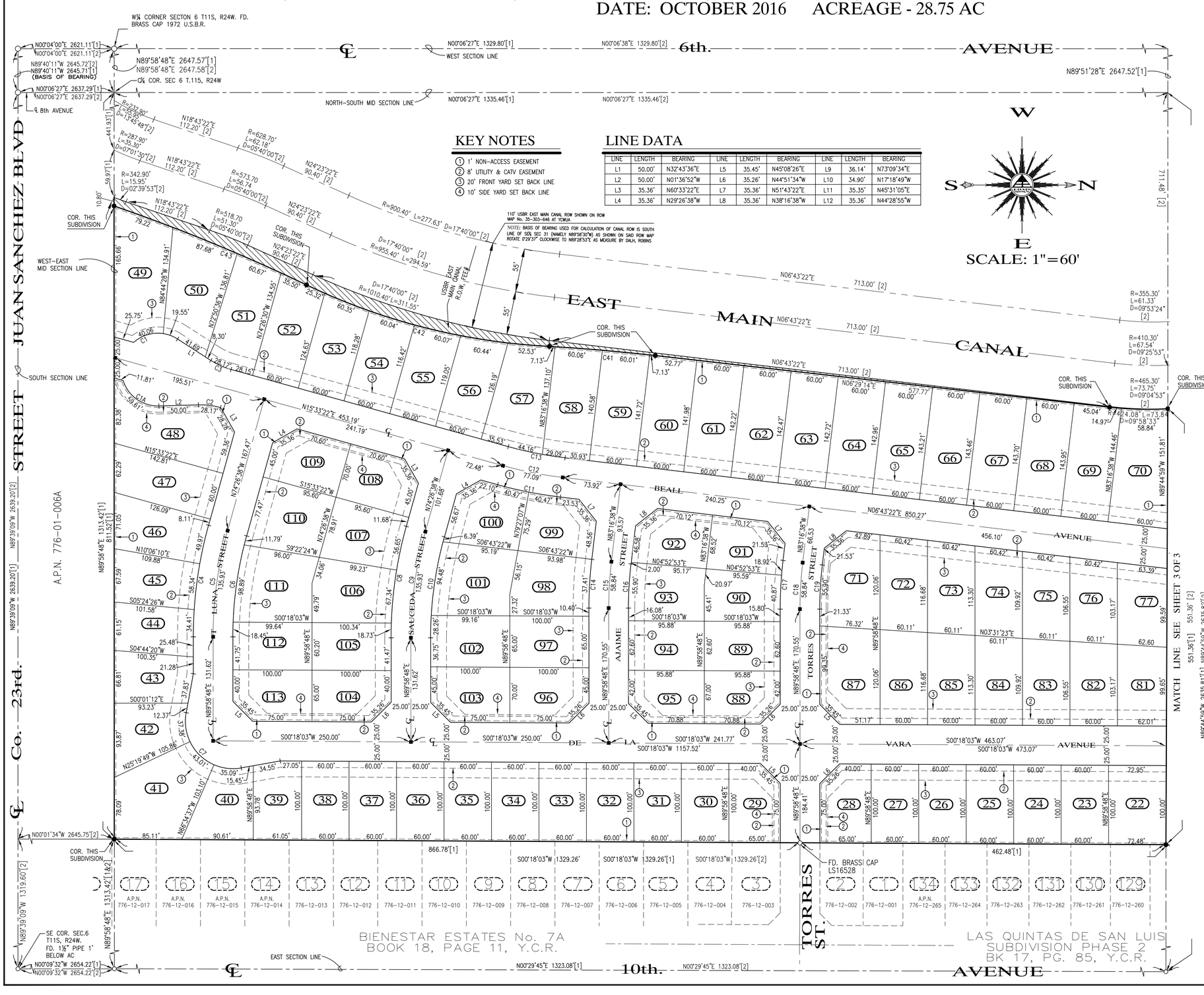
REGISTERED LAND SURVEYOR
45275
SCOTT A.
KOEHLER
Date Signed
ARIZONA U.S.A.

Expires 12/31/17

LAS QUINTAS DE SAN LUIS 2 SUBDIVISION

A SUBDIVISION OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER LYING EAST MAIN CANAL AND PARCEL B OF THE BARKLEY LOT SPLIT No.2 AS RECORDED IN BOOK 67 OF PLATS, PAGE 27, Y.C.R., BEING A PORTION OF GOVERNMENT LOT 2, ALSO BEING A PORTION OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER, TOGETHER IN SECTION 6, TOWNSHIP 11 SOUTH, RANGE 24 WEST, GILA AND SALT RIVER BASE AND MERIDIAN, YUMA COUNTY, ARIZONA

DATE: OCTOBER 2016 ACREAGE - 28.75 AC



KEY NOTES

1. 1' NON-ACCESS EASEMENT
2. 8' UTILITY & CATV EASEMENT
3. 20' FRONT YARD SET BACK LINE
4. 10' SIDE YARD SET BACK LINE

LINE DATA

LINE	LENGTH	BEARING	LINE	LENGTH	BEARING	LINE	LENGTH	BEARING
L1	50.00'	N32°43'36"E	L5	35.45'	N45°08'26"E	L9	36.14'	N73°09'34"E
L2	50.00'	N01°36'52"W	L6	35.26'	N44°51'34"W	L10	34.90'	N17°18'49"W
L3	35.36'	N60°33'22"E	L7	35.36'	N51°43'22"E	L11	35.35'	N45°31'05"E
L4	35.36'	N29°26'38"W	L8	35.36'	N38°16'38"W	L12	35.36'	N44°28'55"W

LEGEND

- CENTERLINE
- BOUNDARY LINE
- RIGHT OF WAY LINE
- EXISTING LOTS
- NEW PROPERTY LINE
- ○ 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 67 OF PLATS, PAGE 27, Y.C.R., YUMA COUNTY, ARIZONA.
- (1) NEW LOT NUMBER
- EXISTING LOT NUMBER
- A.P.N. ASSESSOR PARCEL NUMBER
- Y.C.R.O. YUMA COUNTY RECORDER'S OFFICE

CURVE DATA

CURVE	DELTA	CHORD DIRECTION	CHORD	TANGENT	RADIUS	LENGHT
C1	41°31'24"	N20°45'42"W	32.61'	17.44'	46.00'	33.34'
C1A	74°15'08"	N35°30'10"E	55.52'	34.82'	46.00'	59.61'
C2	17°10'14"	N06°58'15"E	28.07'	14.19'	94.00'	28.17'
C3	17°10'14"	N23°54'6"E	28.07'	14.19'	94.00'	28.17'
C4	15°33'22"	N82°13'19"W	142.10'	71.71'	525.00'	142.54'
C5	15°33'22"	N82°13'19"W	135.51'	68.39'	500.00'	135.93'
C6	15°33'22"	N82°13'19"W	128.73'	64.97'	475.00'	129.13'
C7	110°27'25"	N45°8'26"E	98.57'	86.42'	60.00'	115.67'
C8	15°34'34"	S82°13'19"E	142.28'	71.80'	525.00	142.72'
C9	15°34'34"	S82°13'19"E	135.51'	68.39'	500.00'	135.93'
C10	15°34'34"	S82°13'19"E	128.77'	64.97'	475.00'	129.13'
C11	08°50'00"	N11°08'22"E	80.86'	40.55'	525.00'	80.94'
C12	08°50'00"	N11°08'22"E	77.01'	38.62'	500.00'	77.01'
C13	08°50'00"	N11°08'22"E	73.16'	36.69'	475.00'	73.23'
C14	06°44'34"	S86°38'55"E	61.75'	30.93'	525.00'	61.78'
C15	06°44'34"	S86°38'55"E	58.81'	29.46'	500.00'	58.84'
C16	06°44'34"	S86°38'55"E	55.87'	27.98'	475.00'	55.90'
C17	06°44'34"	N86°38'55"W	61.75'	30.93'	525.00'	61.78'
C18	06°44'34"	S86°38'55"E	58.81'	29.46'	500.00'	58.84'
C19	06°44'34"	S86°38'55"E	55.70'	27.90'	475.00'	55.73'
C20	63°22'27"	N31°23'11"W	157.58'	92.60'	150.00'	165.91'
C21	63°22'27"	N31°23'11"W	131.32'	77.16'	125.00'	138.26'
C22	63°22'27"	N31°23'11"W	105.06'	61.73'	100.00'	110.61'
C23	19°52'32"	N15°10'10"E	131.88'	66.61'	380.18'	131.88'
C24	19°52'32"	N15°10'10"E	139.85'	70.99'	405.18'	140.55'
C25	19°52'32"	N15°10'10"E	148.48'	75.37'	430.18'	149.23'
C26	28°58'44"	N14°47'26"E	100.08'	51.68'	200.00'	101.16'
C27	28°58'44"	N14°47'26"E	112.59'	58.15'	225.00'	113.80'
C28	28°58'44"	N14°47'26"E	125.10'	64.60'	250.00'	126.45'
C29	08°10'13"	N04°23'10"E	82.02'	41.12'	575.69'	82.09'
C30	08°10'13"	N04°23'10"E	78.46'	39.33'	550.69'	78.53'
C31	08°10'13"	N04°23'10"E	74.90'	37.55'	525.69'	74.96'
C32	06°04'56"	N11°30'45"E	149.22'	74.72'	1406.41'	149.29'
C33	06°04'56"	N11°30'45"E	146.57'	73.39'	1381.41'	146.64'
C34	06°04'56"	N11°30'45"E	143.92'	72.06'	1356.41	143.99'
C35	32°40'05"	N01°46'50"W	146.75'	76.46'	260.90'	148.75'
C36	32°40'05"	N01°46'50"W	160.81'	83.79'	285.90'	163.00'
C37	32°40'05"	N01°46'50"W	174.87'	91.11'	310.90'	177.26'
C38	18°37'56"	N08°47'55"W	102.89'	52.13'	317.79'	103.34'
C39	18°37'56"	N08°47'55"W	94.79'	48.03'	292.79'	95.21'
C40	18°37'56"	N08°47'55"W	86.70'	43.93'	267.79'	87.08'
C41	03°05'14"	N04°57'38"E	134.42'	67.23'	2494.90'	134.44'
C42	22°39'48"	N14°13'13"E	316.68'	161.49'	805.84'	318.75'
C43	06°31'16"	N22°18'56"E	262.93'	131.68'	2311.42'	263.08'
C44	40°44'54"	N08°01'28"W	187.88'	100.21'	269.83'	191.90'
C45	05°27'51"	N11°34'41"E	146.39'	73.28'	1535.53'	146.44'

PREPARED BY:

Edais Engineering, Inc.
3075 S. AVENUE 4 E
YUMA, ARIZONA 85365
(928) 344–3566

SURVEYOR'S CERTIFICATE

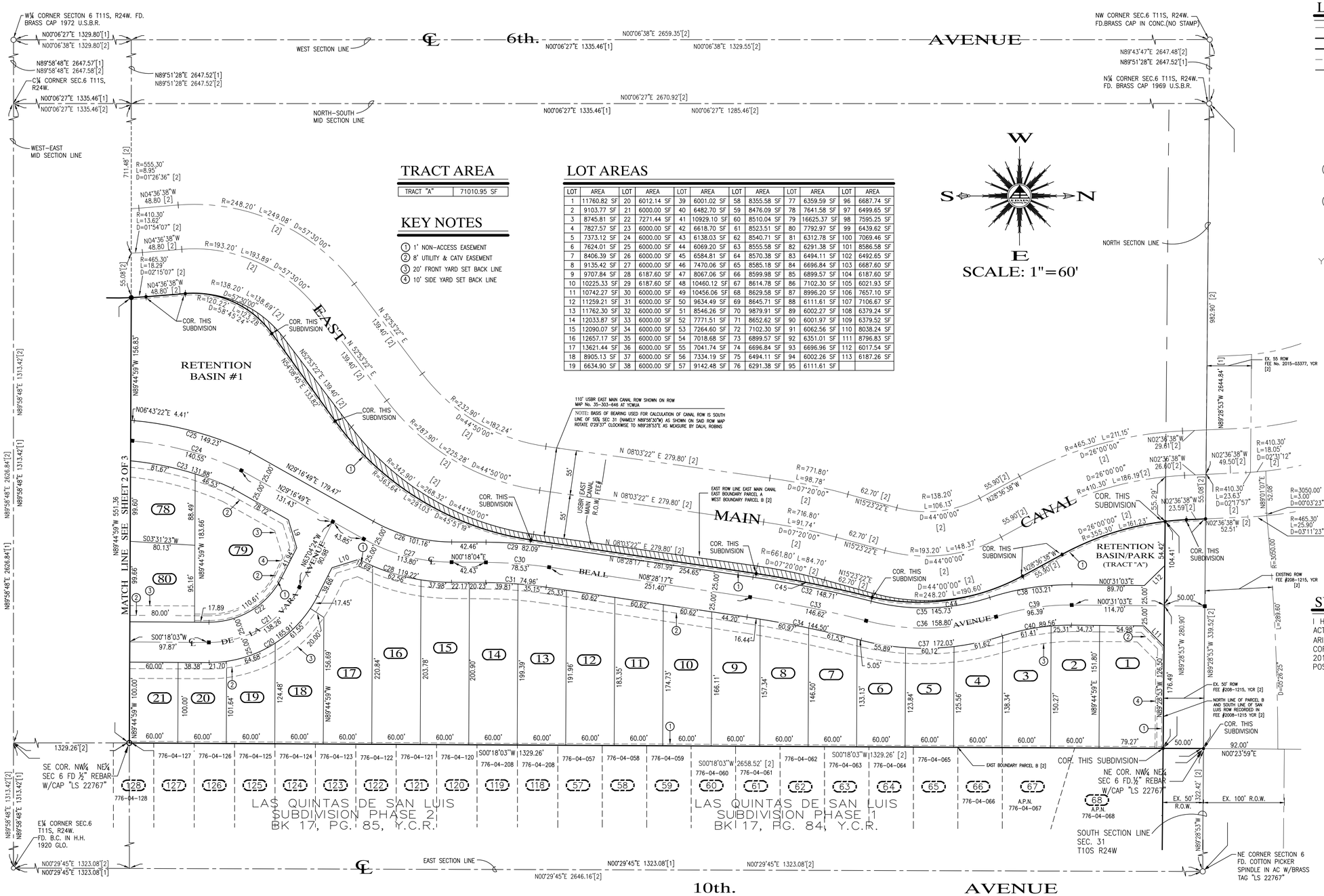
I HEREBY CERTIFY THAT I AM A LAND SURVEYOR LISTED ON THE ROSTER ACTIVE REGISTRANTS BY THE STATE BOARD OF TECHNICAL REGISTRATION ARIZONA AND THAT THIS PROJECT CONSISTING OF FOURTEEN (14) SHE CORRECTLY REPRESENTS A SURVEY MADE UNDER MY SUPERVISION DUR JULY 2016. THAT ALL MONUMENTS SHOWN HEREON ACTUALLY EXIST A THEIR POSITIONS ARE CORRECTLY SHOWN.

REGISTERED LAND SURVEYOR CERTIFICATE NO. 45275 SCOTT A. KOEHLER Date Signed 09/30/16 ARIZONA U.S.A. Expires 12/31/17

LAS QUINTAS DE SAN LUIS 2 SUBDIVISION

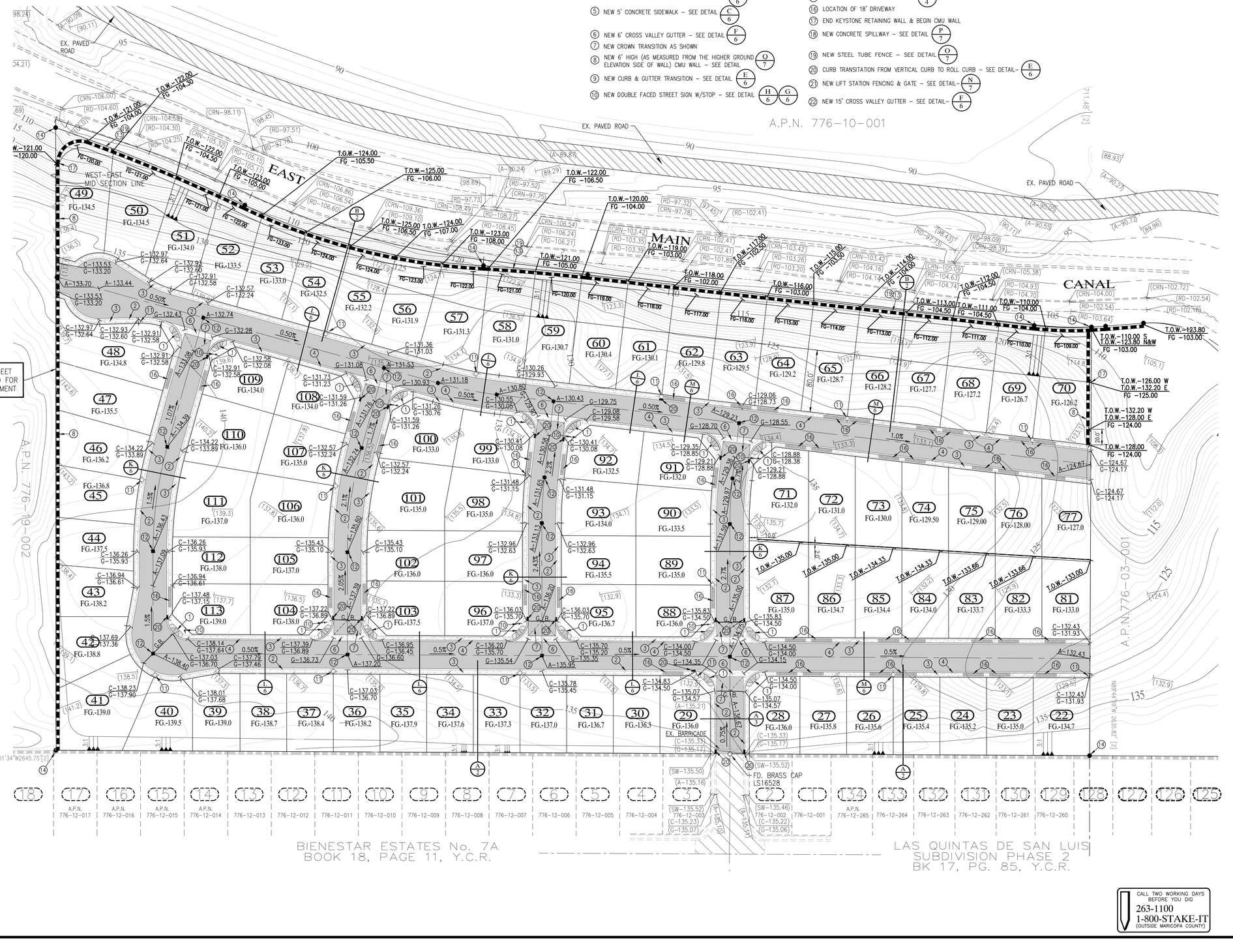
A SUBDIVISION OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER LYING EAST MAIN CANAL AND PARCEL B OF THE BARKLEY LOT SPLIT No.2 AS RECORDED IN BOOK 67 OF PLATS, PAGE 27, Y.C.R., BEING A PORTION OF GOVERNMENT LOT 2, ALSO BEING A PORTION OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER, TOGETHER IN SECTION 6, TOWNSHIP 11 SOUTH, RANGE 24 WEST, GILA AND SALT RIVER BASE AND MERIDIAN, YUMA COUNTY, ARIZONA

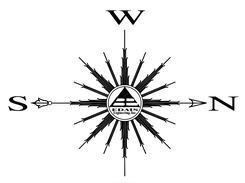
DATE: OCTOBER 2016 ACREAGE - 28.75 AC


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-EAST MID SECTION LINE
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]
N89°51'28"E 2647.52'[1]
N89°51'28"E 2647.52'[2]
NORTH-SOUTH MID SECTION LINE
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.
NORTH SECTION LINE
W
S
N
E
SCALE: 1"=60'
711.48' [2]
R=555.30' L=8.95' D=01°26'36" [2]
N04°36'38"W 48.80 [2]
R=248.20' L=249.08' D=57°30'00" [2]
R=410.30' L=13.62 D=01°54'07" [2]
N04°36'38"W 48.80 [2]
R=193.20' L=193.89' D=57°30'00" [2]
R=465.30' L=18.29' D=02°15'07" [2]
N04°36'38"W 48.80 [2]
R=138.20' L=138.69' [2] D=57°30'00"
R=120.22' L=123.28' D=58°45'24"
50.08' [2]
COR. THIS SUBDIVISION
COR. THIS SUBDIVISION
RETENTION BASIN #1
EAST
N 57°53'22" E 139.40' [2]
N57°53'22"E 139.40' [2]
N54°08'45"E 133.82'
R=232.90' L=182.24' D=44°50'00" [2]
R=287.90' L=225.28' D=44°50'00" [2]
R=343.90' L=268.32' D=44°50'00" [2]
R=343.64' L=291.03' D=45°51'19"
110' USBR EAST MAIN CANAL ROW SHOWN ON ROW MAP No. 35-303-646 AT YCWUA
NOTE: BASIS OF BEARING USED FOR CALCULATION OF CANAL ROW IS SOUTH LINE OF SEC 31 (NAMELY N89°58'30"W) AS SHOWN ON SAID ROW MAP ROTATE 0°29'37" CLOCKWISE TO N89°28'53"E AS MEASURE BY DAHL, ROBINS
N 08°03'22" E 279.80' [2]
55'
USBR EAST MAIN CANAL R.O.W. FEE
EAST ROW LINE EAST MAIN CANAL EAST BOUNDARY PARCEL A WEST BOUNDARY PARCEL B [2]
MAIN CANAL
BEALL AVENUE
R=771.80' L=98.78' D=07°20'00" [2]
R=716.80' L=91.74' D=07°20'00" [2]
R=661.80' L=84.70' D=07°20'00" [2]
R=248.20' L=190.60' D=44°00'00" [2]
R=138.20' L=106.13' D=44°00'00" [2]
R=193.20' L=148.37' D=44°00'00" [2]
62.70' [2] N15°23'22"E
55.90'[2] N28°36'38"W
R=465.30' L=211.15' D=26°00'00" [2]
R=410.30' L=186.19' D=26°00'00" [2]
R=355.30' L=161.23' D=26°00'00" [2]
N02°36'38"W 29.61'[2]
N02°36'38"W 26.40'[2]
N02°36'38"W 49.50'[2]
N02°36'38"W 23.59'[2]
N02°36'38"W [2] 52.51'
R=410.30' L=18.05' D=02°31'12" [2]
R=410.30' L=23.63' D=02°17'57" [2]
55.08' [2]
55.29'
104.41'
54.49'
N89°01'07"E 52.08'
R=3050.00' L=3.00' D=00°03'23" [2]
R=465.30' L=25.90' D=03°11'23" [2]
R=3050.00'
EXISTING ROW FEE #208-1215, YCR [2]
L=289.60'
D=05°26'25"
COR. THIS SUBDIVISION
COR. THIS SUBDIVISION
RETENTION BASIN/PARK (TRACT "A")
N00°31'03"E 89.70'
N00°31'03"E 114.70'
25.00'
50.00'
L12
L11
982.90' [2]
N89°28'53"W 2644.84' [1]
EX. 55 ROW FEE No. 2015-03377, YCR [2]
EX. 50' ROW FEE #208-1215, YCR [2]
NORTH LINE OF PARCEL B AND SOUTH LINE OF SAN LUIS ROW RECORDED IN FEE #208-1215 YCR [2]
COR. THIS SUBDIVISION
92.00'
N00°23'59"E
EX. 50' R.O.W.
EX. 100' R.O.W.
1322.42' [2]
N89°28'53"W
NE CORNER SECTION 6 FD. COTTON PICKER SPINDLE IN AC W/BRASS TAG "LS 22767"
N89°28'53"W 339.52' [2]
N89°28'53"W 280.90'
N89°28'53"W 176.50'
176.49'
79.27'
N89°44'59"E 151.80'
N89°44'59"E 150.27'
N89°44'59"E 138.34'
N89°44'59"E 125.56'
N89°44'59"E 123.84'
N89°44'59"E 133.13'
N89°44'59"E 146.50'
N89°44'59"E 157.34'
N89°44'59"E 166.11'
N89°44'59"E 174.73'
N89°44'59"E 183.35'
N89°44'59"E 191.96'
N89°44'59"E 199.39'
N89°44'59"E 200.90'
N89°44'59"E 203.78'
N89°44'59"E 220.84'
N89°44'59"E 156.69'
N89°44'59"W 156.83'
N89°44'59"W 551.36
MATCH LINE SEE SHEET 2 OF 3
N89°58'48"E 2626.84'[2]
N89°58'48"E 2626.84'[1]
N89°58'48"E 1313.42'[2]
N89°58'48"E 1313.42'[1]
N89°58'48"E 1313.42'[2]
N89°58'48"E 1313.42'[1]
N06°43'22"E 4.41'
C25 149.23'
C24 140.55'
C23 131.98'
46.53'
81.67'
25.00'
25.00'
78.72'
N29°16'49"E 179.47'
N29°16'49"E 131.43'
99.60'
88.49'
183.66'
99.66'
95.16'
S03°31'23"W 80.13'
80.00'
17.89
110.61'
C22
C21 138.26'
C20 165.91'
61.55'
20.00'
S00°18'03"W 97.87'
N03°02'24"W 90.98'
43.85'
L10 39.69'
17.45'
C26 101.16'
C27 113.80'
C28 119.22'
62.56'
C29 82.09'
42.46'
N00°18'04"E 42.43'
C30 78.53'
C31 74.96'
37.98' 22.17' 20.23' 39.81'
35.15' 25.33'
N08°28'17"E 251.40'
N 08°28'17" E 281.99' 254.65'
C32 148.71'
C33 146.62'
C34 144.50'
C35 145.73'
C36 158.80'
C37 172.03'
C38 103.21'
C39 96.39'
C40 89.56'
61.41'
28.31' 34.73'
54.98'
60.12'
61.62'
60.62'
60.97'
61.53'
55.89'
44.20'
16.44'
5.05'
60.00' 38.38' 21.70'
64.68'
60.00' 60.00' 60.00'

KEYNOTES:

1. NEW CONCRETE SIDEWALK RAMP – SEE DETAIL A/6
2. NEW ROLL CURB (TYPE "C" CURB) – SEE DETAIL D/6
3. NEW 4' CONCRETE SIDEWALK – SEE DETAIL B/6
4. NEW VERTICAL CURB & GUTTER – SEE DETAIL C/6
5. NEW 5' CONCRETE SIDEWALK – SEE DETAIL C/6
6. NEW 6' CROSS VALLEY GUTTER – SEE DETAIL F/6
7. NEW CROWN TRANSITION AS SHOWN
8. NEW 6' HIGH (AS MEASURED FROM THE HIGHER GROUND ELEVATION SIDE OF WALL) CMU WALL – SEE DETAIL Q/7
9. NEW CURB & GUTTER TRANSITION – SEE DETAIL E/6
10. NEW DOUBLE FACED STREET SIGN W/STOP – SEE DETAIL H/6 G/6
11. NEW STREET LIGHT BY APS
12. NEW STREET MONUMENT YUMA COUNTY – SEE DETAIL G/6 STD. No. 4-080
13. NEW KEYSTONE RETAINING WALL – SEE DETAILS ON SHEET 7A
14. NEW BOUNDARY MONUMENT YUMA COUNTY – SEE DETAIL O/6 STD. 4-030
15. TYPE III BARRICADE – SEE DETAIL G/4
16. LOCATION OF 18' DRIVEWAY
17. END KEYSTONE RETAINING WALL & BEGIN CMU WALL
18. NEW CONCRETE SPILLWAY – SEE DETAIL P/7
19. NEW STEEL TUBE FENCE – SEE DETAIL O/7
20. CURB TRANSITATION FROM VERTICAL CURB TO ROLL CURB – SEE DETAIL– E/6
21. NEW LIFT STATION FENCING & GATE – SEE DETAIL– N/7
22. NEW 15' CROSS VALLEY GUTTER – SEE DETAIL– F/6





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)	EXISTING CURB & GUTTER ELEVATION
(C-135.17)	
(SW-135.52)	EXISTING SIDEWALK ELEVATION
(CRN-106.86)	EXISTING CROWN ELEVATION
120	CONTOUR LINE
49	EXISTING LOT NUMBER
A.P.N.	ASSESSOR PARCEL NUMBER
Y.C.R.	YUMA COUNTY RECORDER

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

Najeh K. Edais

REGISTERED LAND SURVEYOR
CERTIFICATE NO. 26844
NAJEH K. EDAIS
Date Signed 12/22/16
ARIZONA, U.S.A.
EXPIRES 3/31/17

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

LAS QUINTAS DE SAN LUIS 2 SUBDIVISION

PAVING & GRADING PLAN

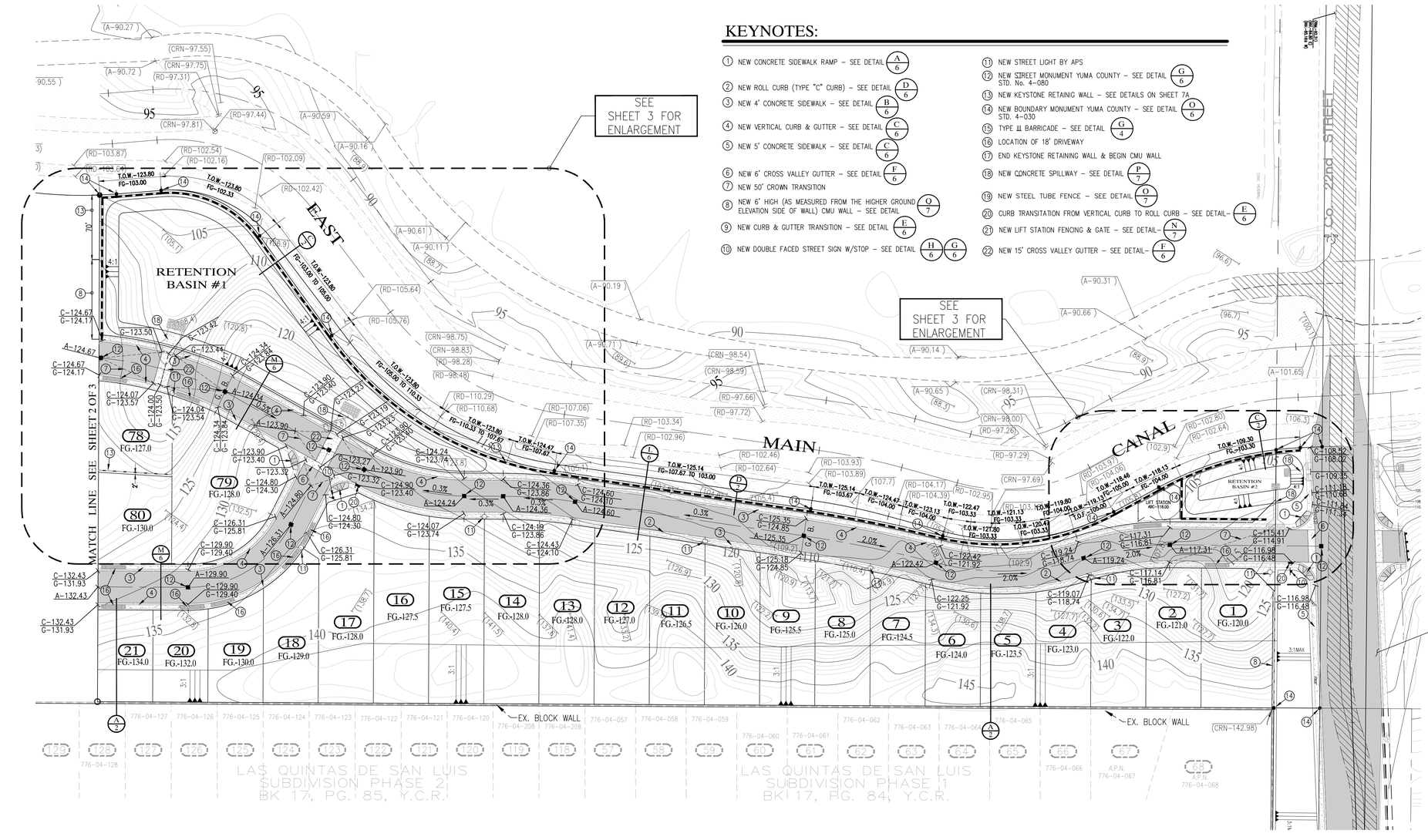
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DATE: DEC "16"	DRAWN BY: STAFF	JOB No. 14-015

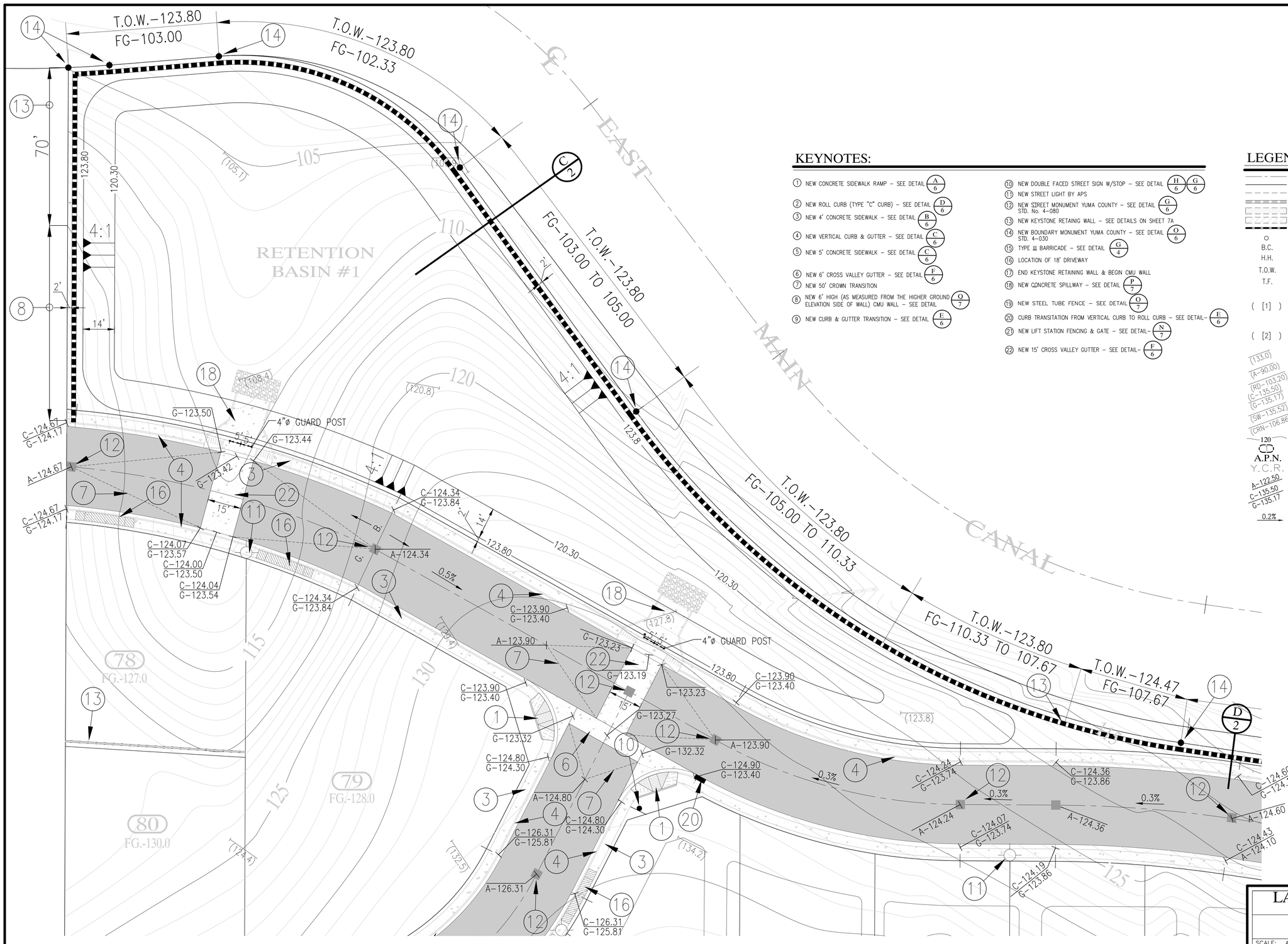
EDAIS Engineering, Inc.
PLANNING-CIVIL-SURVEYING-ARCHITECTURAL
5075 S. Ave. 4E Yuma, Arizona 85365
(928) 344-3566 FAX (928) 341-1075
EMAIL: najeh@Edaisgroup.com

SHEET 1

KEYNOTES:

1. NEW CONCRETE SIDEWALK RAMP – SEE DETAIL A/6
2. NEW ROLL CURB (TYPE "C" CURB) – SEE DETAIL D/6
3. NEW 4' CONCRETE SIDEWALK – SEE DETAIL B/6
4. NEW VERTICAL CURB & GUTTER – SEE DETAIL C/6
5. NEW 5' CONCRETE SIDEWALK – SEE DETAIL C/6
6. NEW 6' CROSS VALLEY GUTTER – SEE DETAIL F/6
7. NEW 50' CROWN TRANSITION
8. NEW 6' HIGH (AS MEASURED FROM THE HIGHER GROUND ELEVATION SIDE OF WALL) CMU WALL – SEE DETAIL Q/7
9. NEW CURB & GUTTER TRANSITION – SEE DETAIL E/6
10. NEW DOUBLE FACED STREET SIGN W/STOP – SEE DETAIL H/6 G/6
11. NEW STREET LIGHT BY APS
12. NEW STREET MONUMENT YUMA COUNTY – SEE DETAIL G/6 STD. No. 4-080
13. NEW KEYSTONE RETAINIG WALL – SEE DETAILS ON SHEET 7A
14. NEW BOUNDARY MONUMENT YUMA COUNTY – SEE DETAIL O/6 STD. 4-030
15. TYPE III BARRICADE – SEE DETAIL G/4
16. LOCATION OF 18' DRIVEWAY
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18. NEW CONCRETE SPILLWAY – SEE DETAIL P/7
19. NEW STEEL TUBE FENCE – SEE DETAIL O/7
20. CURB TRANSITATION FROM VERTICAL CURB TO ROLL CURB – SEE DETAIL– E/6
21. NEW LIFT STATION FENCING & GATE – SEE DETAIL– N/7
22. NEW 15' CROSS VALLEY GUTTER – SEE DETAIL– F/6


SEE SHEET 3 FOR ENLARGEMENT
SEE SHEET 3 FOR ENLARGEMENT
EAST
MAIN
CANAL
RETENTION BASIN #1
RETENTION BASIN #2
LIFT STATION
MATCH LINE SEE SHEET 2 OF 3
SEE SHEET 5 COUNTY 22ND STREET IMPROVEMENT
EX. BLOCK WALL
EX. BLOCK WALL
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.
78 FG.-127.0
79 FG.-128.0
80 FG.-130.0
21 FG.-134.0
20 FG.-132.0
19 FG.-130.0
18 FG.-129.0
17 FG.-128.0
16 FG.-127.5
15 FG.-127.5
14 FG.-128.0
13 FG.-128.0
12 FG.-127.0
11 FG.-126.5
10 FG.-126.0
9 FG.-125.5
8 FG.-125.0
7 FG.-124.5
6 FG.-124.0
5 FG.-123.5
4 FG.-123.0
3 FG.-122.0
2 FG.-121.0
1 FG.-120.0
T.O.W.-123.80 FG.-103.00
T.O.W.-123.80 FG.-102.33
T.O.W.-123.80 FG.-103.00 TO 105.00
T.O.W.-123.80 FG.-108.00 TO 110.33
T.O.W.-123.80 FG.-110.33 TO 107.67
T.O.W.-124.47 FG.-107.67
T.O.W.-125.14 FG.-107.67 TO 105.00
T.O.W.-125.14 FG.-103.67
T.O.W.-124.47 FG.-104.00
T.O.W.-125.13 FG.-104.00
T.O.W.-122.47 FG.-103.33
T.O.W.-121.13 FG.-103.33
T.O.W.-121.80 FG.-103.33
T.O.W.-125.47 FG.-103.33
T.O.W.-119.80 FG.-104.00
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W
S N
E
SCALE: 1"=20'

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 EXISTING CONTOUR LINE
- (12) EXISTING LOT NUMBER
- A.P.N. ASSESSOR PARCEL NUMBER
- Y.C.R. YUMA COUNTY RECORDER
- A–122.50 / C–135.50 / G–135.17 NEW CURB & GUTTER ELEVATION
- 0.2% NEW SLOPE

Najeh K. Edais
REGISTERED PROFESSIONAL ENGINEER (CIVIL)
26844
NAJEH K. EDAIS
Date Signed 12/22/16
ARIZONA, U.S.A.
EXPIRES 3/31/17

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

LAS QUINTAS DE SAN LUIS 2 SUBDIVISION

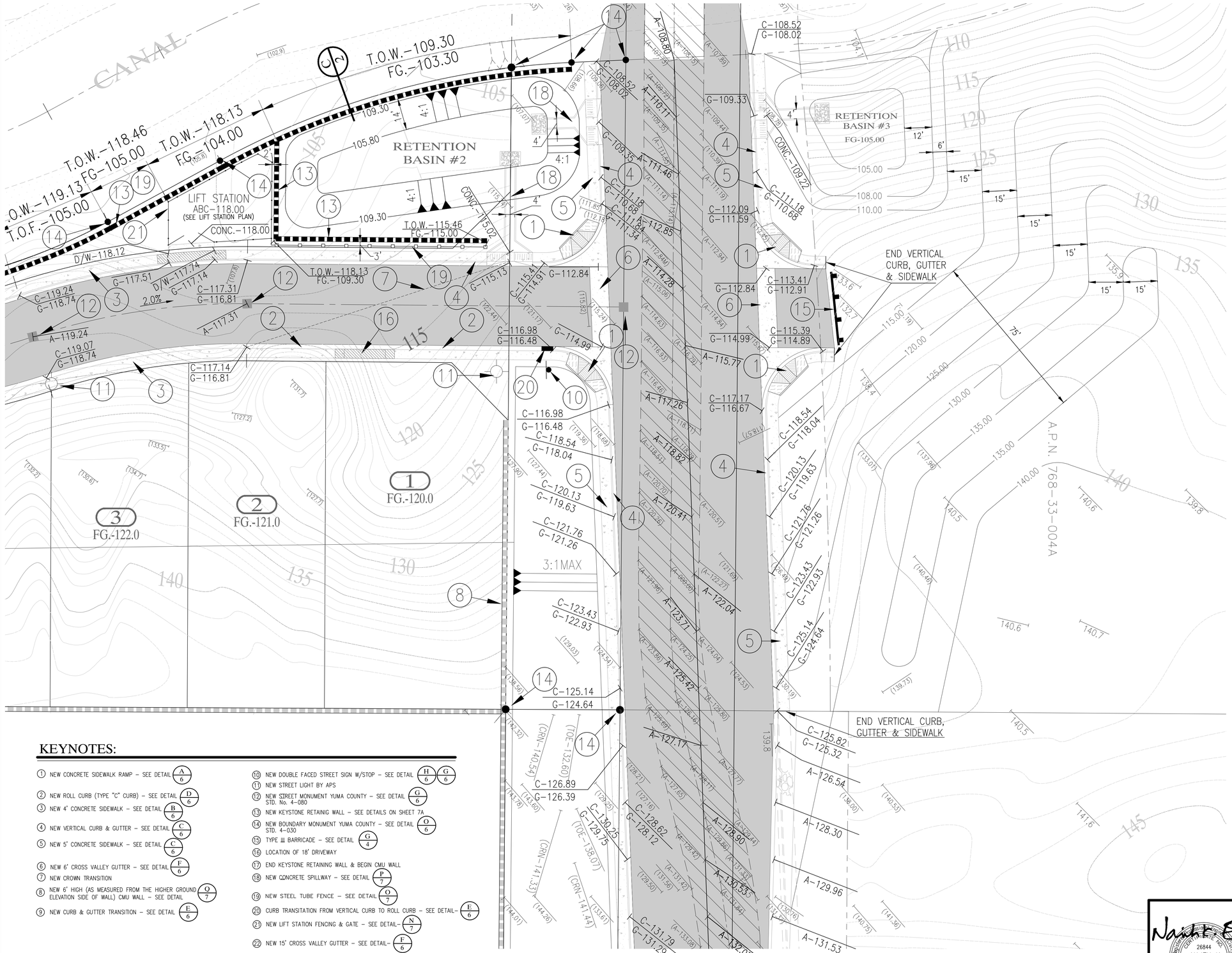
PAVING & GRADING PLAN

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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 3

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



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Registered Professional Engineer (Civil) Certificate No. 26844 NAJEH K. EDAIS Date Signed 12/22/16 ARIZONA, U.S.A. EXPIRES 3/31/17

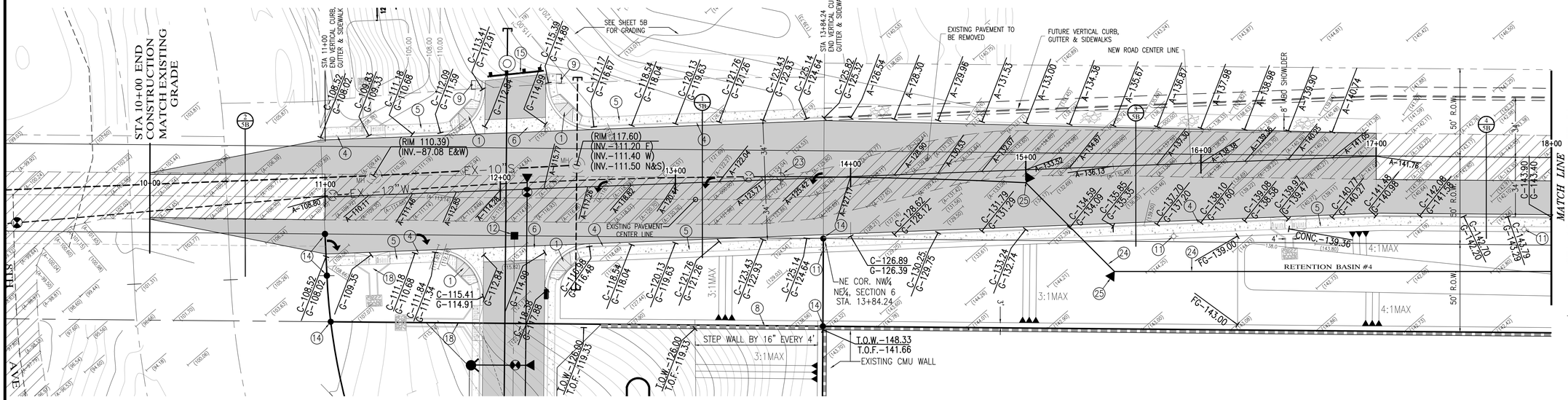
LAS QUINTAS DE SAN LUIS 2 SUBDIVISION

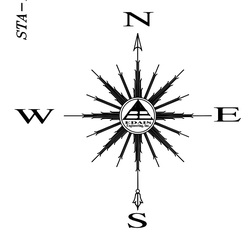
PAVING & GRADING PLAN

SCALE: AS SHOWN	DESIGNED BY: NKE	CHECKED BY: NKE
DATE: DEC. 16	DRAWN BY: STAFF	JOB No. 14-015

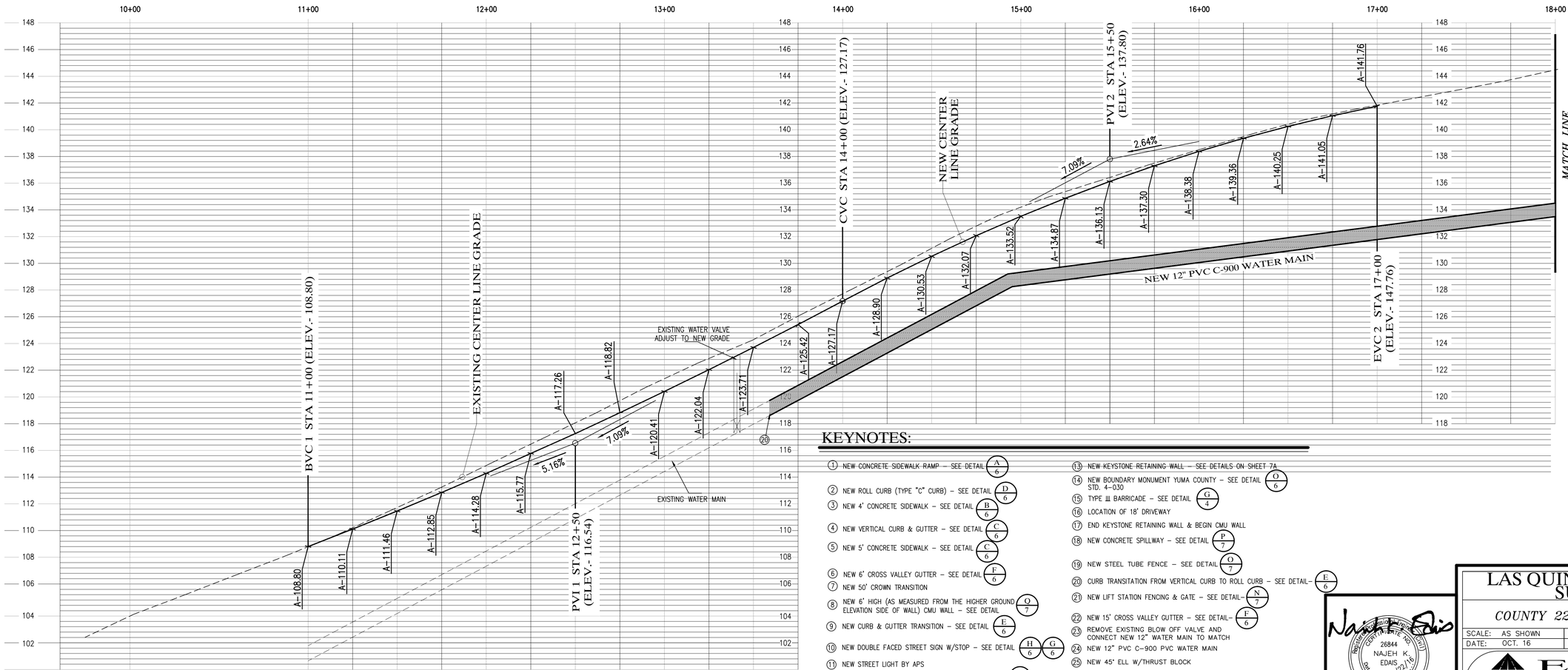
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(928) 344-3566 FAX (928) 341-1075
EMAIL: najeh@Edaisgroup.com

SHEET 4





SCALE HORIZ: 1"=30'
SCALE VERT: 1"=4'



KEYNOTES:

1. NEW CONCRETE SIDEWALK RAMP – SEE DETAIL A/6
2. NEW ROLL CURB (TYPE "C" CURB) – SEE DETAIL D/6
3. NEW 4' CONCRETE SIDEWALK – SEE DETAIL B/6
4. NEW VERTICAL CURB & GUTTER – SEE DETAIL C/6
5. NEW 5' CONCRETE SIDEWALK – SEE DETAIL C/6
6. NEW 6' CROSS VALLEY GUTTER – SEE DETAIL F/6
7. NEW 50' CROWN TRANSITION
8. NEW 6' HIGH (AS MEASURED FROM THE HIGHER GROUND ELEVATION SIDE OF WALL) CMU WALL – SEE DETAIL Q/7
9. NEW CURB & GUTTER TRANSITION – SEE DETAIL E/6
10. NEW DOUBLE FACED STREET SIGN W/STOP – SEE DETAIL H/6 G/6
11. NEW STREET LIGHT BY APS
12. NEW STREET MONUMENT YUMA COUNTY – SEE DETAIL G/6 STD. No. 4-080
13. NEW KEYSTONE RETAINING WALL – SEE DETAILS ON SHEET 7A
14. NEW BOUNDARY MONUMENT YUMA COUNTY – SEE DETAIL O/6 STD. 4-030
15. TYPE III BARRICADE – SEE DETAIL G/4
16. LOCATION OF 18' DRIVEWAY
17. END KEYSTONE RETAINING WALL & BEGIN CMU WALL
18. NEW CONCRETE SPILLWAY – SEE DETAIL P/7
19. NEW STEEL TUBE FENCE – SEE DETAIL O/7
20. CURB TRANSITATION FROM VERTICAL CURB TO ROLL CURB – SEE DETAIL E/6
21. NEW LIFT STATION FENCING & GATE – SEE DETAIL N/7
22. NEW 15' CROSS VALLEY GUTTER – SEE DETAIL F/6
23. REMOVE EXISTING BLOW OFF VALVE AND CONNECT NEW 12" WATER MAIN TO MATCH
24. NEW 12" PVC C-900 PVC WATER MAIN
25. NEW 45° ELL W/THRUST BLOCK

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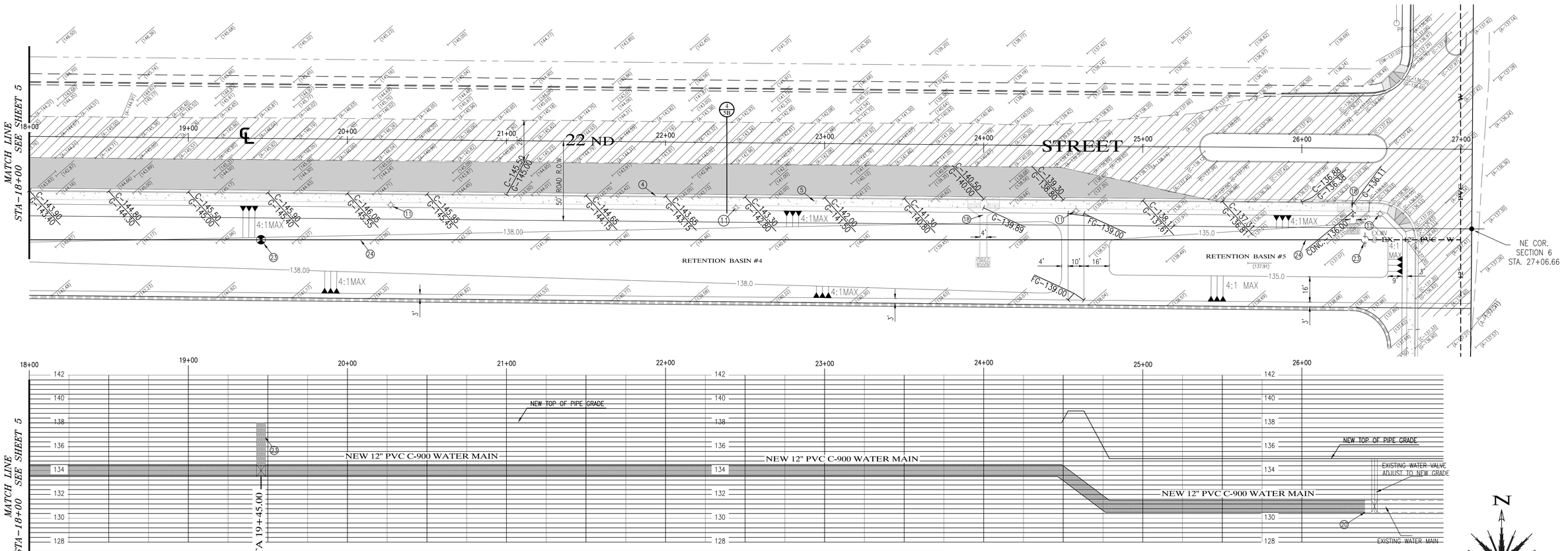
COUNTY 22ND STREET IMPROVEMENT

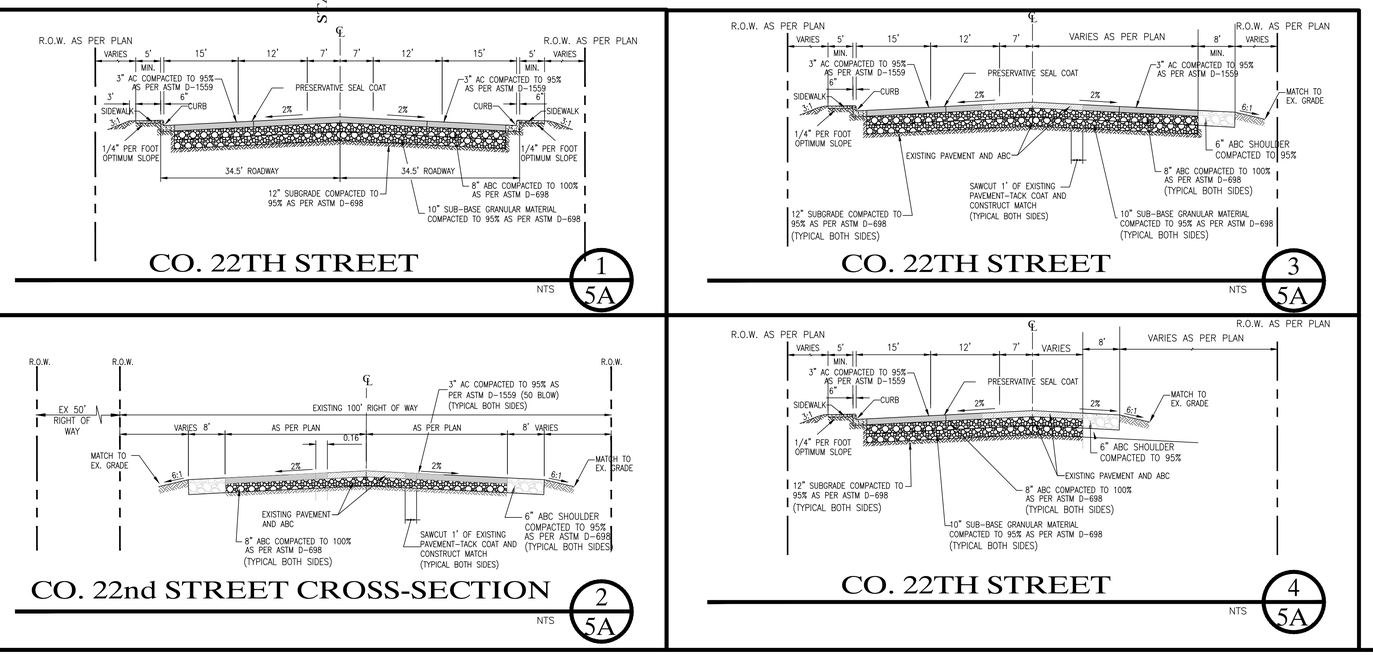
SCALE: AS SHOWN	DESIGNED BY: NKE	CHECKED BY: NKE
DATE: OCT. 16	DRAWN BY: STAFF	JOB No. 14-015

Registered Professional Engineer (Civil)
26844
NAJEH K. EDAIS
Date Signed 12/22/16
ARIZONA, U.S.A.
EXPIRES 3/31/17

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PLANNING-CIVIL-SURVEYING-ARCHITECTURAL
3075 S. Ave. 4E Yuma, Arizona 85365
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SHEET 5





KEYNOTES:

1. NEW CONCRETE SIDEWALK RAMP – SEE DETAIL A/6
2. NEW ROLL CURB (TYPE "C" CURB) – SEE DETAIL D/6
3. NEW 4' CONCRETE SIDEWALK – SEE DETAIL B/6
4. NEW VERTICAL CURB & GUTTER – SEE DETAIL C/6
5. NEW 5' CONCRETE SIDEWALK – SEE DETAIL C/6
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7. NEW 50' CROWN TRANSITION
8. NEW 6' HIGH (AS MEASURED FROM THE HIGHER GROUND ELEVATION SIDE OF WALL) CMU WALL – SEE DETAIL O/7
9. NEW CURB & GUTTER TRANSITION – SEE DETAIL E/6
10. NEW DOUBLE FACED STREET SIGN W/STOP – SEE DETAIL H/6 G/6
11. NEW STREET LIGHT BY APS
12. NEW STREET MONUMENT YUMA COUNTY – SEE DETAIL G/6 STD. No. 4-080
13. NEW KEYSTONE RETAINING WALL – SEE DETAILS ON SHEET 7A
14. NEW BOUNDARY MONUMENT YUMA COUNTY – SEE DETAIL O/6 STD. 4-030
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20. CURB TRANSITATION FROM VERTICAL CURB TO ROLL CURB – SEE DETAIL– E/6
21. NEW LIFT STATION FENCING & GATE – SEE DETAIL– N/7
22. NEW 15' CROSS VALLEY GUTTER – SEE DETAIL– F/6
23. REMOVE EXISTING BLOW OFF VALVE AND CONNECT NEW 12" WATER MAIN TO MATCH
24. NEW 12" PVC C-900 PVC WATER MAIN
25. NEW 45° ELL W/THRUST BLOCK

N
W
E
S

SCALE HORIZ: 1"=30'
SCALE VERT: 1"=4'

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REGISTERED PROFESSIONAL ENGINEER
CERTIFICATE NO.
26844
NAJEH K. EDAIS
Date Signed 12/22/16
ARIZONA, U.S.A.
EXPIRES 3/31/17

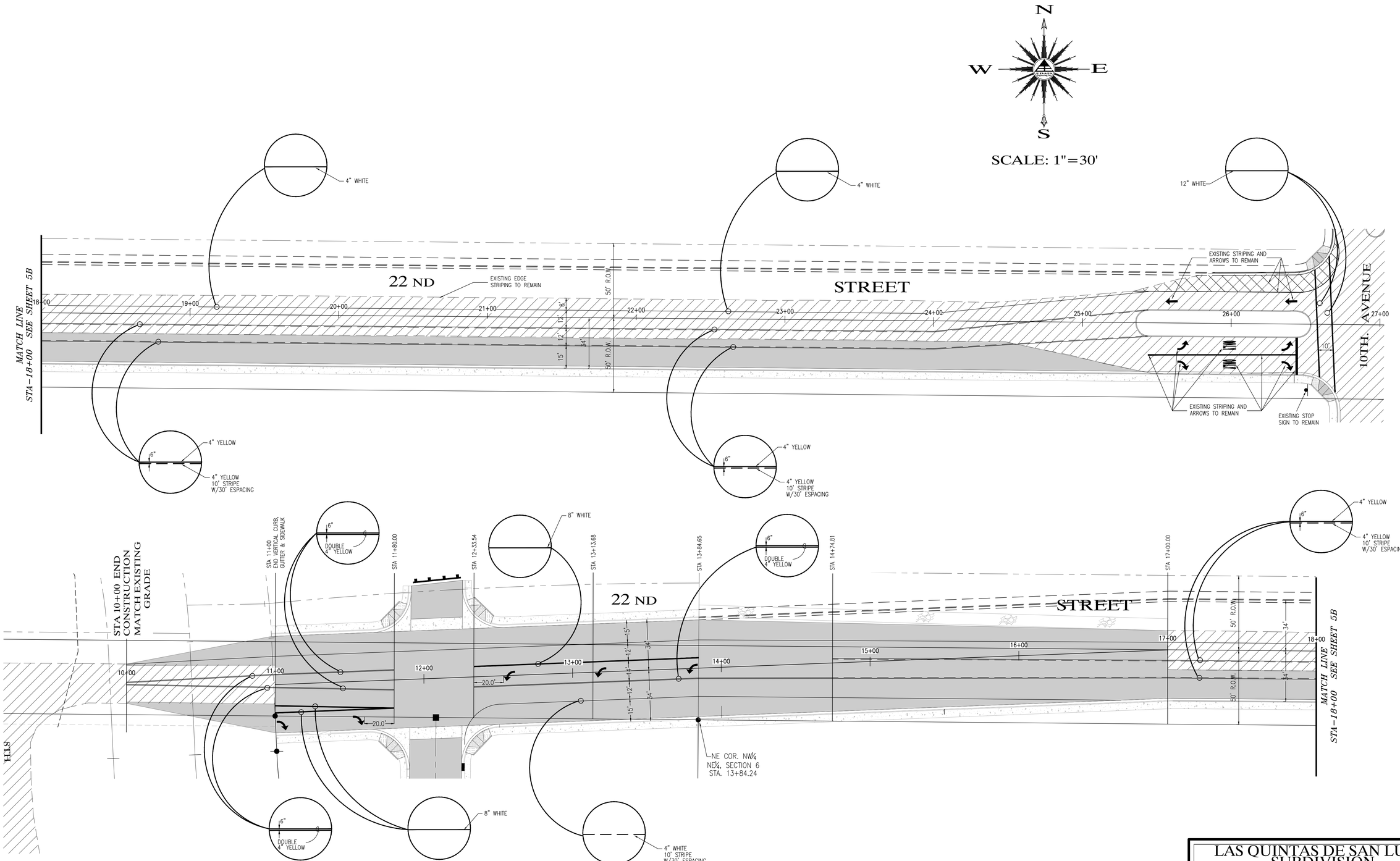
LAS QUINTAS DE SAN LUIS 2 SUBDIVISION

COUNTY 22ND STREET IMPROVEMENT

SCALE: AS SHOWN	DESIGNED BY: NKE	CHECKED BY: NKE
DATE: OCT. 16	DRAWN BY: STAFF	JOB No. 14-015

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SHEET 5A



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REGISTERED PROFESSIONAL ENGINEER
CERTIFICATE NO.
26844
NAJEH K.
EDAIS
12/22/16
Date Signed
ARIZONA, U.S.A.
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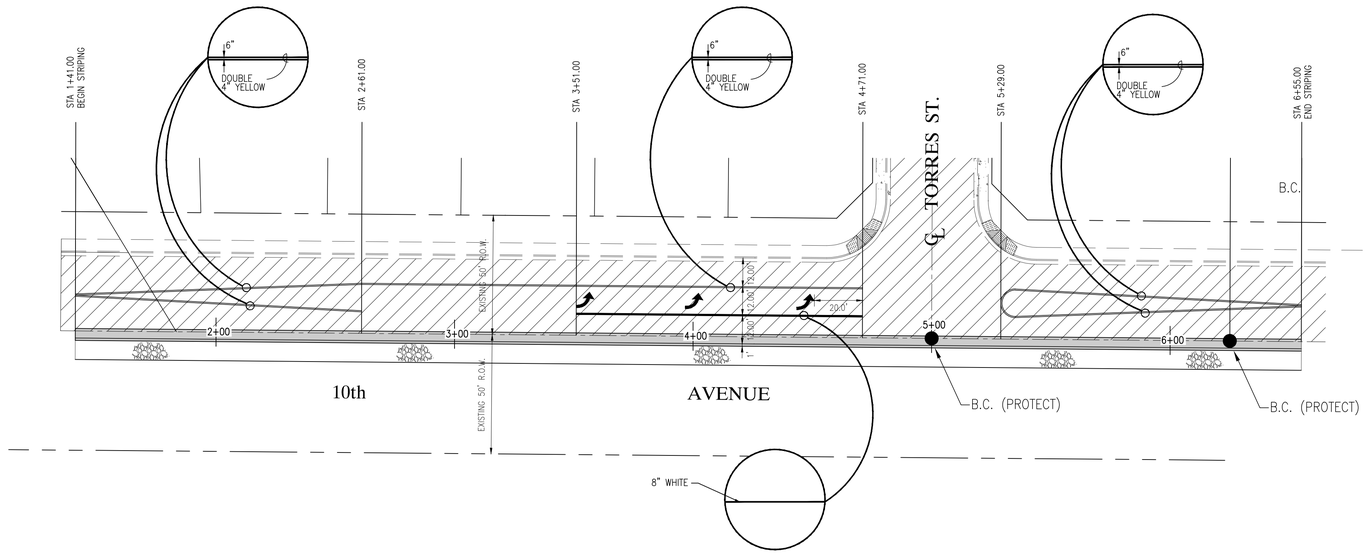
LAS QUINTAS DE SAN LUIS 2 SUBDIVISION

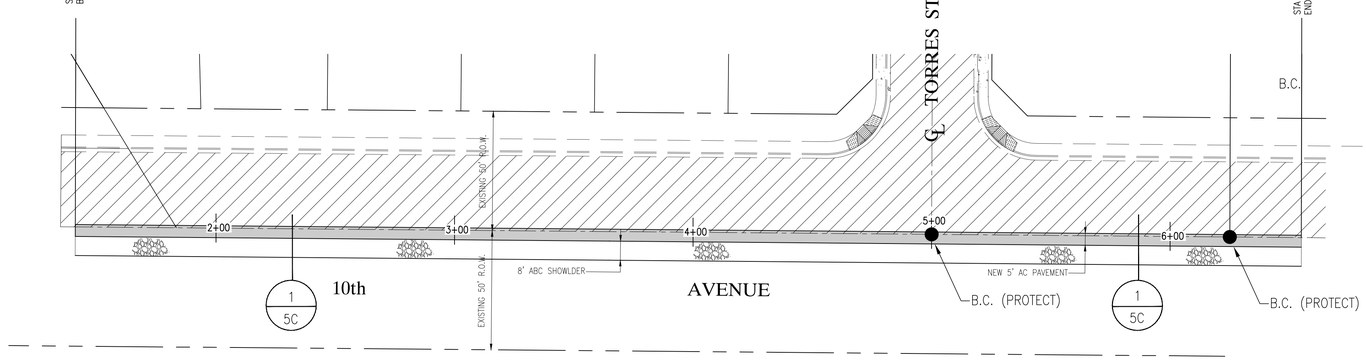
COUNTY 22ND STREETH
STRIPING PLAN

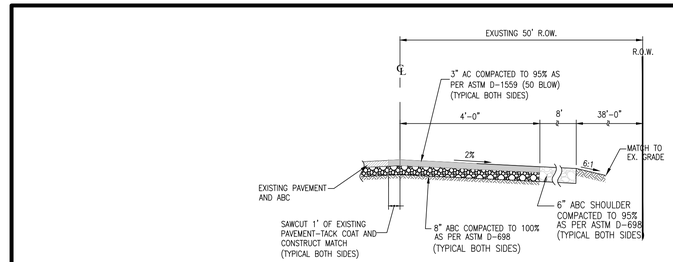
SCALE: AS SHOWN	DESIGNED BY: NKE	CHECKED BY: NKE
DATE: OCT. 16	DRAWN BY: STAFF	JOB No. 14-015

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SHEET
5B



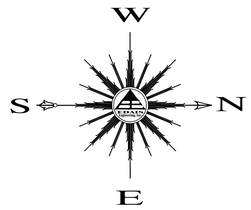




10TH AVENUE CROSS-SECTION

NTS

1
5A



SCALE: 1"=30'

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REGISTERED PROFESSIONAL ENGINEER
26844
NAJEH K. EDAIS
Date Signed 12/23/16
ARIZONA U.S.A.
EXPIRES 3/31/17

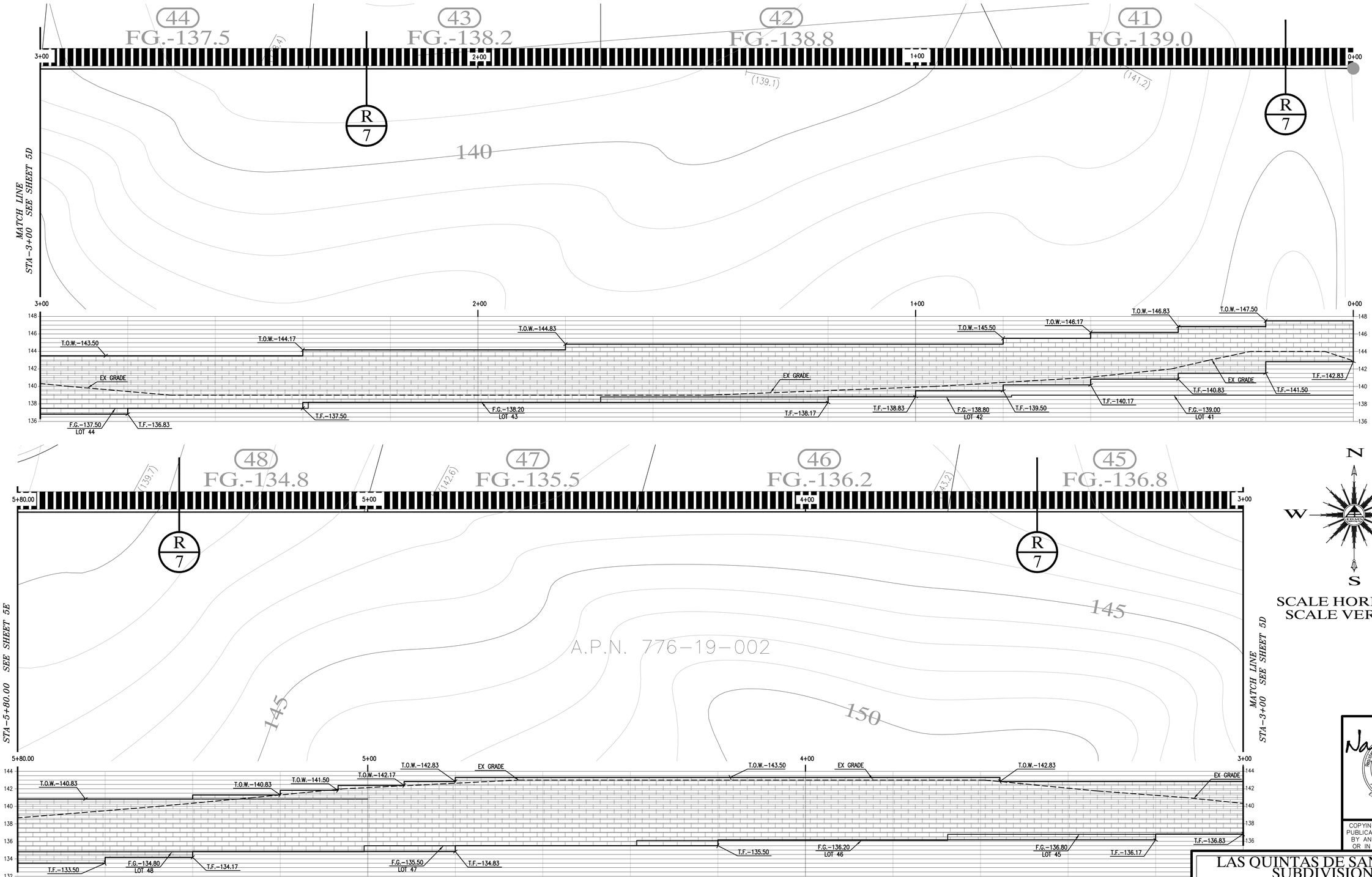
LAS QUINTAS DE SAN LUIS 2 SUBDIVISION

10TH AVENUE AND TORRES STREET IMPROVEMENTS AND STRIPING PLAN

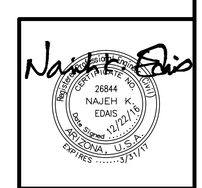
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DATE: DEC. 16	DRAWN BY: LPR	JOB No. 14-015

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SHEET 5C



SCALE HORIZ: 1"=10'
SCALE VERT: 1"=5'



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LAS QUINTAS DE SAN LUIS 2 SUBDIVISION

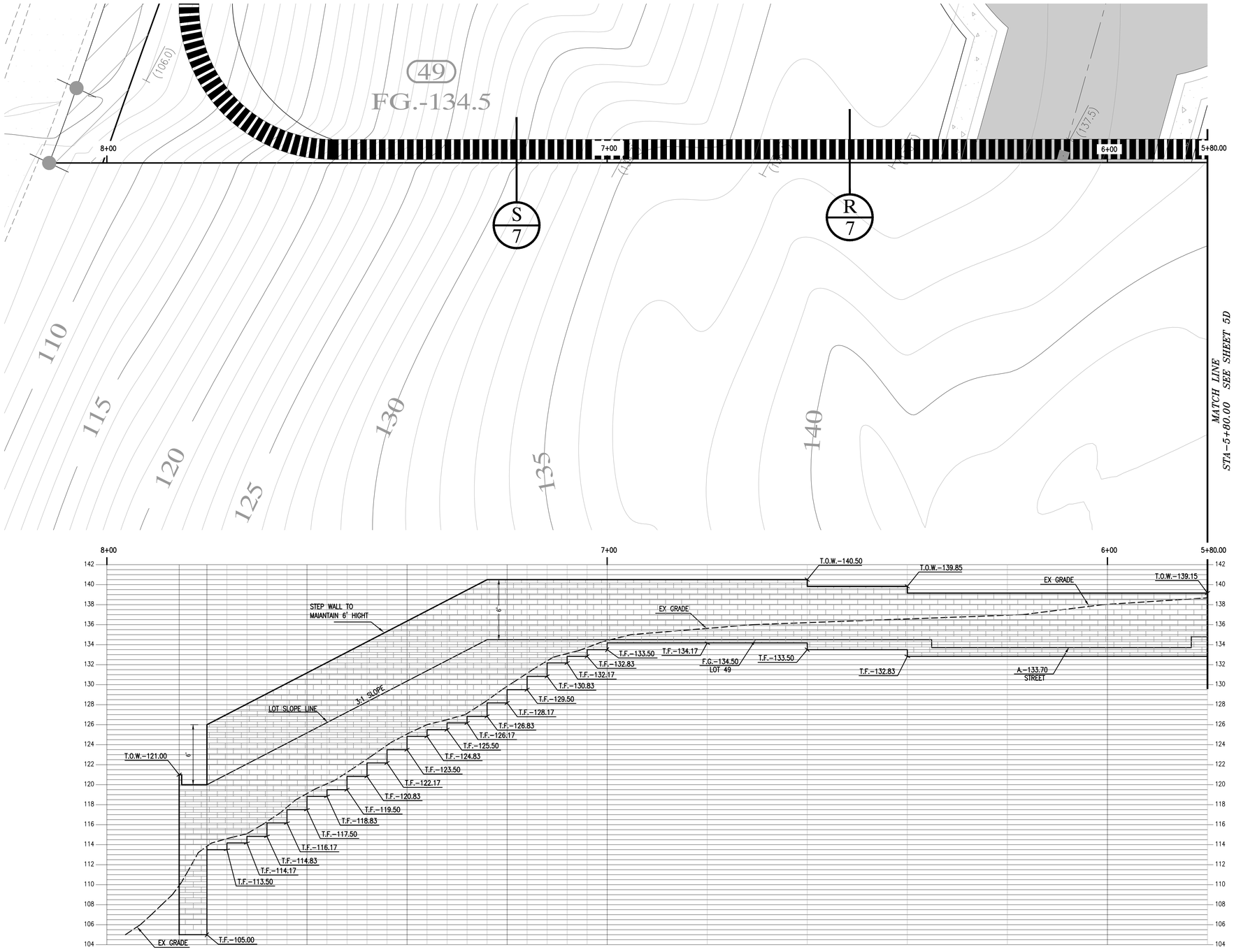
SOUTH WALL PROFILE

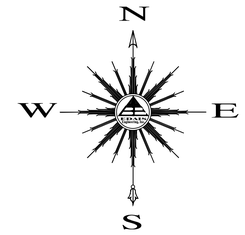
SCALE: AS SHOWN	DESIGNED BY: NKE	CHECKED BY: NKE
DATE: AUG '16"	DRAWN BY: STAFF	JOB No. 14-015

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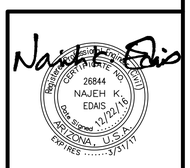
SHEET
5 D

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





SCALE HORIZ: 1"=10'
SCALE VERT: 1"=5'



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LAS QUINTAS DE SAN LUIS 2 SUBDIVISION

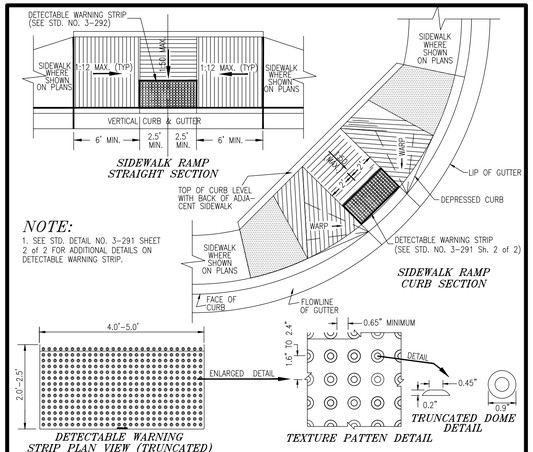
SOUTH WALL PROFILE

SCALE: AS SHOWN	DESIGNED BY: NKE	CHECKED BY: NKE
DATE: AUG '16"	DRAWN BY: STAFF	JOB No. 14-015

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

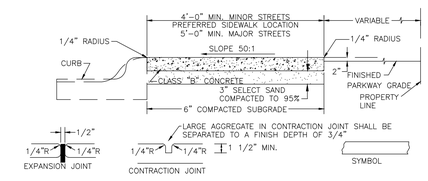
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SHEET
5 E



SIDEWALK RAMP DETECTABLE WARNING STRIP

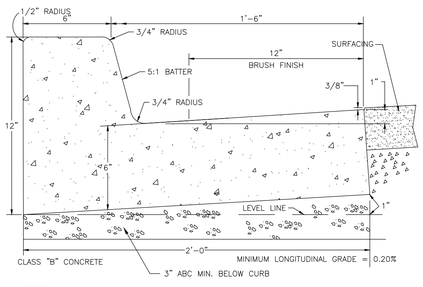
CO. OF YUMA. STD. NO. 3-280 (MODIFIED) NTS **A 6**



NOTES
1. EXPANSION AND CONTRACTION JOINTS PER STANDARD SPECIFICATIONS
2. ALL CONCRETE JOINTS TO BE SEALED WITH A SILICONE SEALANT

TYPICAL SIDEWALK

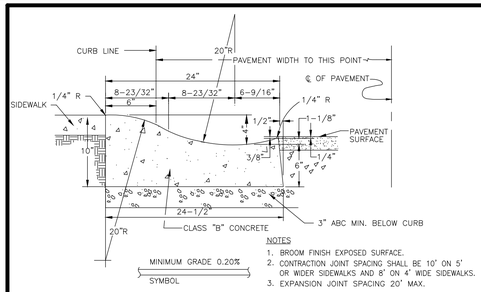
CO. OF YUMA STD. NO. 3-270 NTS **B 6**



NOTES
1. ALL EXPOSED SURFACES SHALL BE BROOM FINISHED EXCEPT AS SHOWN.
2. CONTRACTION JOINT SPACING SHALL BE 10' ON 5' OR WIDER SIDEWALKS AND 8' ON 4' WIDE SIDEWALKS.
3. EXPANSION JOINT SPACING 20' MAX.
4. TYPE "A" CURB SHALL BE USED ON CITY STREETS EXCEPT WHERE TYPE "B" CURB IS REQUIRED ALONG A.D.O.T. R/W TO MATCH EXISTING CURB.
5. ALL CONCRETE JOINTS TO BE SEALED WITH A SILICONE SEALANT

TYPE "A" CURB

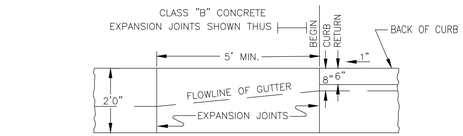
CO. OF YUMA STD. NO. 3-120 NTS **C 6**



NOTES
1. BROOM FINISH EXPOSED SURFACE.
2. CONTRACTION JOINT SPACING SHALL BE 10' ON 5' OR WIDER SIDEWALKS AND 8' ON 4' WIDE SIDEWALKS.
3. EXPANSION JOINT SPACING 20' MAX.

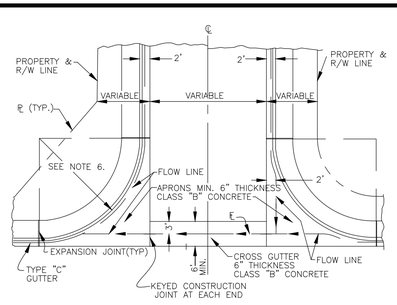
TYPE "C" CURB

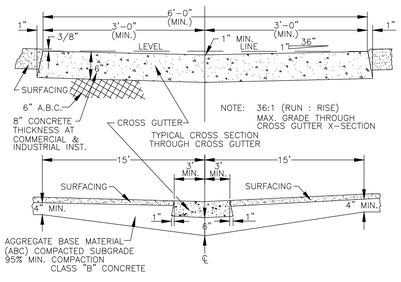
CO. OF YUMA STD. NO. 3-140 NTS **D 6**



CURB AND TRANSITION

CO. OF YUMA STD. NO. 3-200 NTS **E 6**

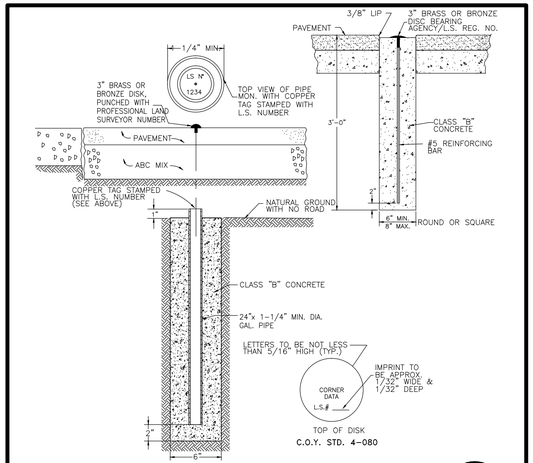




NOTES
1. BROOM FINISH EXPOSED SURFACE.
2. CONTRACTION JOINT SPACING 10' MAX.
3. EXPANSION JOINT SPACING 20' MAX.
4. ASPHALT CROSS GUTTERS ARE NOT ALLOWED.
5. 6" ABC SHALL BE PLACED UNDER BOTH APRONS & CROSS-GUTTER COMPACTED TO A MIN. 95% DENSITY.
6. RADIUS REQUIREMENTS:
   A. LOCAL STREET: 25' MINIMUM
   B. COLLECTOR STREETS: 40' MINIMUM
   C. ARTERIAL STREETS: 50' MINIMUM
7. ALL CONCRETE JOINTS TO BE SEALED

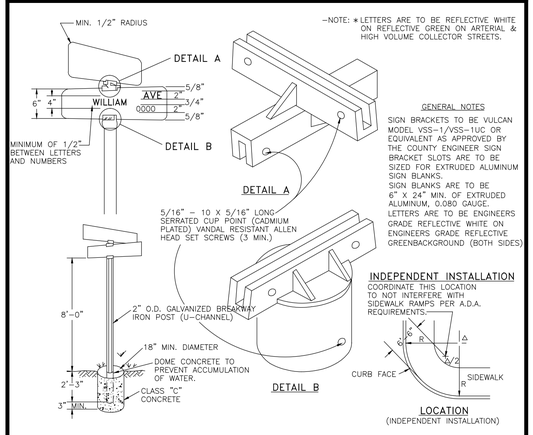
CONCRETE VALLEY GUTTER

CO. OF YUMA STD. NO. 3-170 AND 3-180 NTS **F 6**



SURVEY MONUMENT

CO. OF YUMA STD. NO. 4-030 AND 4-080 NTS **G 6**



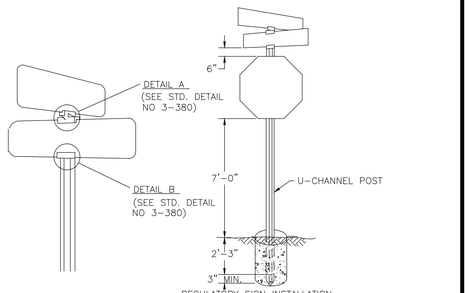
NOTE: * LETTERS ARE TO BE REFLECTIVE WHITE ON REFLECTIVE GREEN ON ARTERIAL & HIGH VOLUME COLLECTOR STREETS.

GENERAL NOTES

SIGN BRACKETS TO BE VULCAN MODEL VSS-1/VSS-1UC OR EQUIVALENT AS APPROVED BY THE COUNTY ENGINEER SIGN BRACKET SLOTS ARE TO BE SIZED FOR EXTRUDED ALUMINUM SIGN BLANKS.
SIGN BLANKS ARE TO BE 6" X 24" MIN. OF EXTRUDED ALUMINUM, 0.080 GAUGE.
LETTERS ARE TO BE ENGINEERS GRADE REFLECTIVE WHITE ON ENGINEERS GRADE REFLECTIVE GREENBACKGROUN (BOTH SIDES)

DOUBLE FACED STREET SIGN

CO. OF YUMA STD. NO. 3-380 NTS **H 6**

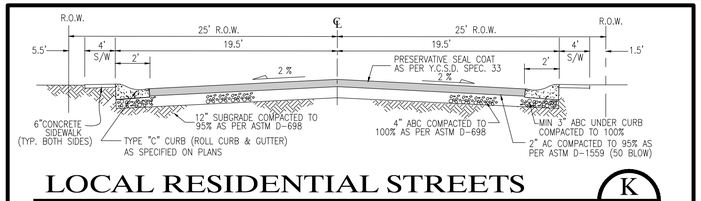


REGULATORY SIGN INSTALLATION
SEE NOTES FOR LOCATION

NOTES:
U-CHANNEL POSTS SHALL BE FLANGED GALVANIZED AND A MINIMUM OF 2 LB. PER FOOT IN WEIGHT AS SPECIFIED.
WHEN STREET NAME SIGNS ARE MOUNTED WITH A REGULATORY SIGN, THE LOCATION WILL BE AS PER THE MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES.
SEE GENERAL NOTES ON STD. DETAIL NO. 3-380.

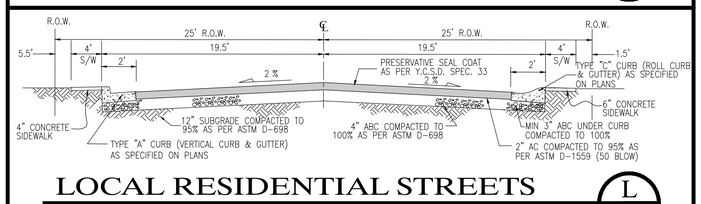
DOUBLE FACED STREET SIGN WITH STOP SIGN

CO. OF YUMA STD. NO. 3-390 NTS **J 6**



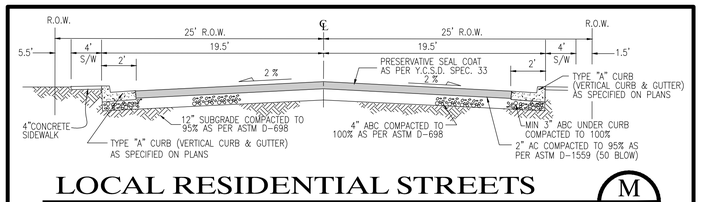
LOCAL RESIDENTIAL STREETS

(YUMA COUNTY STD-2-050) NTS **K 6**



LOCAL RESIDENTIAL STREETS

(YUMA COUNTY STD-2-050 MODIFIED) NTS **L 6**



LOCAL RESIDENTIAL STREETS

(YUMA COUNTY STD-2-050 MODIFIED) NTS **M 6**

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Registered Professional Engineer 26844 NAJEH K. EDAIS Civil Date Signed 11/21/14 ARIZONA, U.S.A. EXPIRES 5/31/14

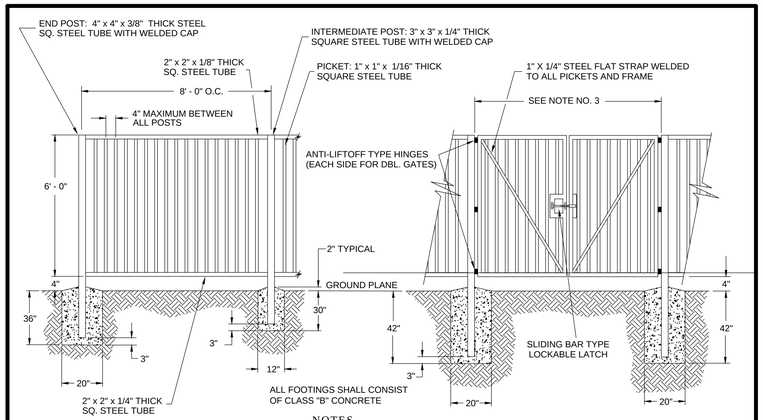
EDAIS Engineering, Inc.
PLANNING-CIVIL-SURVEYING-ARCHITECTURAL
3075 S. Ave. 4E Yuma, Arizona 85365
(928) 344-3566 FAX (928) 341-1075
EMAIL: EE@Edaisengineering.com

LAS QUINTAS DE SAN LUIS 2 SUBDIVISION

PAVING & GRADING DETAILS

SCALE: AS SHOWN	DESIGNED BY: N.K.E.	CHECKED BY: N.K.E.
DATE: DEC. 16	DRAWN BY: STAFF	JOB No. 14-015

SHEET 6

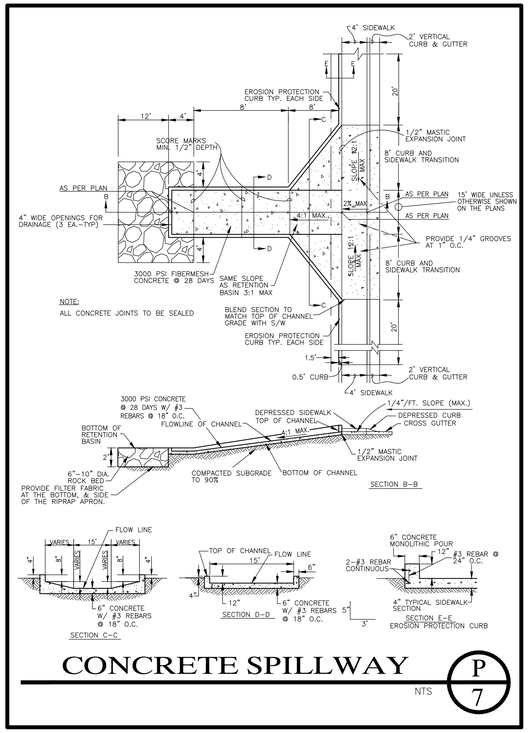


NOTES

1. ALL WELDED JOINTS SHALL BE FREE OF SHARP EDGES AND/OR BURRS.
2. ALL METAL SURFACES SHALL RECEIVE ONE SHOP COAT OF METAL PRIMER AND TWO COATS OF *INDUSTRON* RUST RESISTANT PAINT (OR APPROVED EQUAL). COLOR TO MATCH SITE METAL WORK.
3. SINGLE ACCESS GATE SHALL BE 4' WIDE (MIN.) AND VEHICLE ACCESS SHALL REQUIRE TWO 10' WIDE (MIN.) GATES.
4. FIELD VERIFY ALL GATE OPENINGS AND FABRICATE GATES TO FIT.
5. CONTRACTOR SHALL SUBMIT DESIGN DRAWINGS OF GATE LOCKING SYSTEM TO THE CITY ENGINEER FOR APPROVAL.

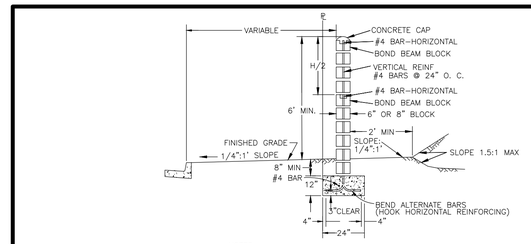
STEEL TUBE FENCING AND GATE

CO. OF YUMA STD. NO. 3-321 — NTS — N/7



CONCRETE SPILLWAY

NTS — P/7

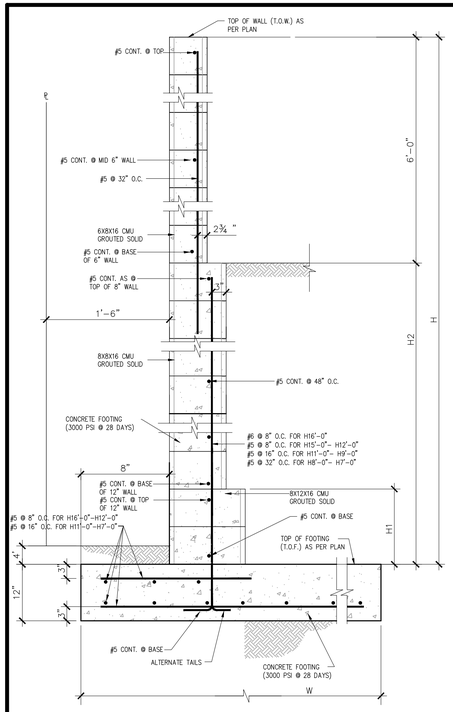


NOTES

1. ALL BLOCKS BELOW GRADE AND VERTICAL CELLS CONTAINING REINFORCING STEEL SHALL BE FILLED WITH GROUT. IN ADDITION, ALL CELLS WITHOUT VERTICAL REINFORCING STEEL SHALL BE FILLED WITH GROUT TO TOP OF BOND BEAM AT MIDHEIGHT OF WALL.
2. THE BLOCK WALL COURSES AND FOOTINGS MAY BE BUILT PARALLEL WITH THE STREET GRADE (7% MAX.) OR STEPPED.
3. ALL WALLS SHALL BE PLUMB.
4. BACKFILL SHALL BE COMPACTED TO A MINIMUM OF 90%.
5. FOOTING SHALL BE CLASS "B" CONCRETE.
6. CONCRETE BLOCK SHALL BE GRADE A UNITS, CONFORMING TO ASTM DESIGNATION NO. C90.
7. REINFORCING STEEL, GROUT MORTAR, AND CLASS "B" CONCRETE SHALL CONFORM TO THE STANDARD SPECIFICATIONS.
8. ELIMINATE MORTAR IN ALL VERTICAL JOINTS IN FIRST COURSE ABOVE FINISH GRADE.
9. 1/2" OPEN EXPANSION JOINTS EXTENDING THROUGH THE FOOTING AND ENTIRE HIGHT OF THE BLOCK WALL SHALL BE SPACED AT A MAXIMUM OF 50'.
10. HORIZONTAL STEEL SHALL EXTEND THROUGH EXPANSION JOINTS WHICH WILL BE DOWELED FOR MOVEMENT.
11. ELIMINATE MID-HEIGHT BOND BEAM IN WALLS WHERE H=4" OR LESS.

NON-RETAINING CONCRETE BLOCK WALL

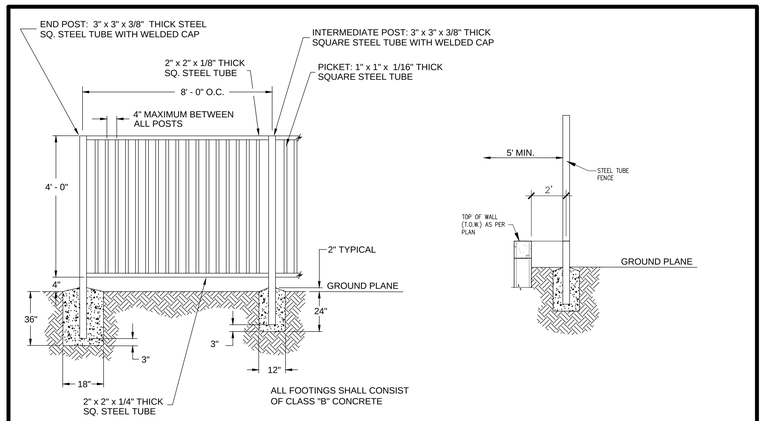
CO. OF YUMA. STD. NO. 3-310 — NTS — Q/7



RETAINING WALL SCHEDULE			
WALL	*H1*	*H2*	*W*
7'-0"	0'-0"	1'-0"	2'-4"
8'-0"	0'-0"	2'-0"	2'-6"
9'-0"	0'-0"	3'-0"	2'-8"
10'-0"	0'-0"	4'-0"	3'-0"
11'-0"	0'-0"	5'-0"	3'-6"
12'-0"	0'-0"	6'-0"	3'-8"
13'-0"	0'-0"	7'-0"	4'-0"
14'-0"	0'-0"	8'-0"	4'-8"
15'-0"	0'-0"	9'-0"	5'-4"
16'-0"	1'-4"	10'-0"	5'-10"

RETAINING WALL

NTS — S/7



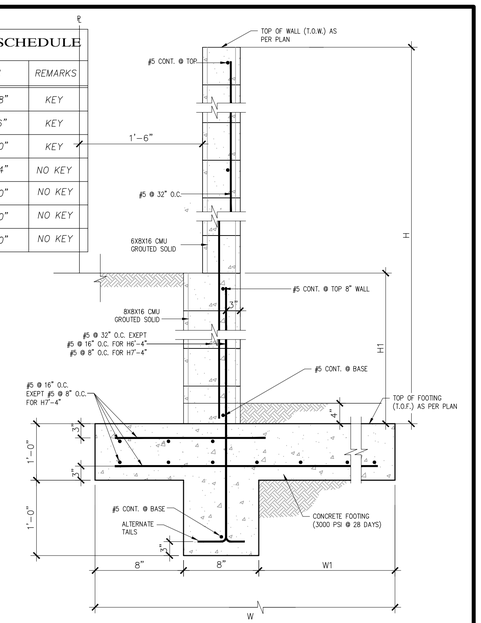
NOTES

1. ALL WELDED JOINTS SHALL BE FREE OF SHARP EDGES AND/OR BURRS.
2. ALL METAL SURFACES SHALL RECEIVE ONE SHOP COAT OF METAL PRIMER AND TWO COATS OF *INDUSTRON* RUST RESISTANT PAINT (OR APPROVED EQUAL). COLOR TO MATCH SITE METAL WORK.

STEEL TUBE FENCING

NTS — O/7

RETAINING WALL SCHEDULE			
WALL	*H1*	*W*	*REMARKS*
7'-4"	7'-0"	3'-8"	KEY
6'-4"	6'-0"	3'-6"	KEY
6'-4"	5'-0"	3'-0"	KEY
6'-4"	4'-0"	2'-4"	NO KEY
6'-4"	3'-0"	2'-0"	NO KEY
6'-4"	2'-0"	2'-0"	NO KEY
6'-4"	1'-0"	2'-0"	NO KEY



RETAINING WALL

NTS — R/7

Najeh K. Edais
26844
NAJEH K. EDAIS
Registered Professional Engineer
Date Signed 12/31/16
ARIZONA, U.S.A.
EXPIRES 3/31/17

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LAS QUINTAS DE SAN LUIS 2 SUBDIVISION

PAVING & GRADING DETAILS

SCALE: AS SHOWN	DESIGNED BY: N.K.E.	CHECKED BY: N.K.E.	
DATE: DEC. 16	DRAWN BY: STAFF	JOB No. 14-015	

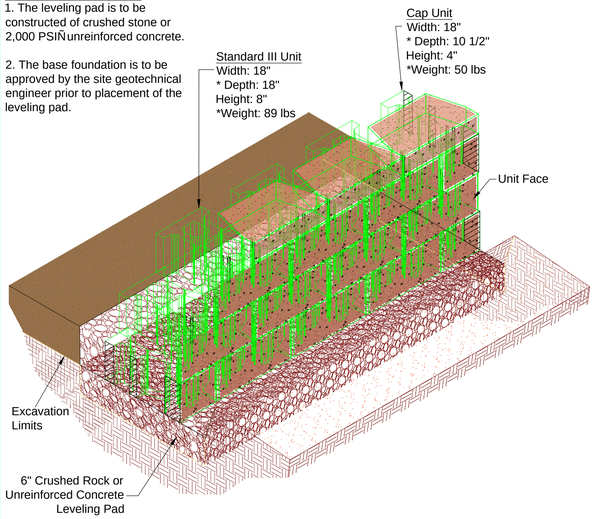
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SHEET 7

Base Leveling Pad Notes:

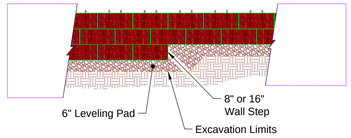
1. The leveling pad is to be constructed of crushed stone or 2,000 PSIÑunreinforced concrete.

2. The base foundation is to be approved by the site geotechnical engineer prior to placement of the leveling pad.



Typical Reinforced Wall Section

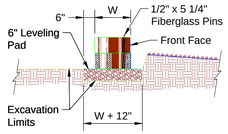
Standard III Unit - Near Vertical Setback
NTS



Elevation

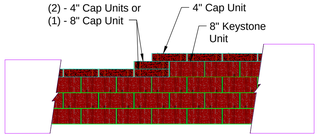
Note:

1. The leveling pad is to be constructed of crushed stone or 2000 psi Ñunreinforced concrete.



Section

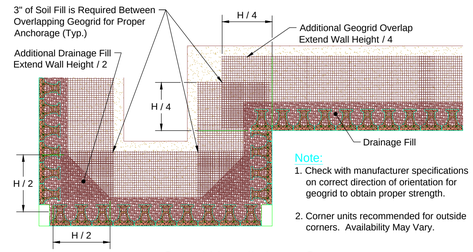
Leveling Pad Detail



Note:

1. Secure all cap units with Keystone Kapseal or equal.

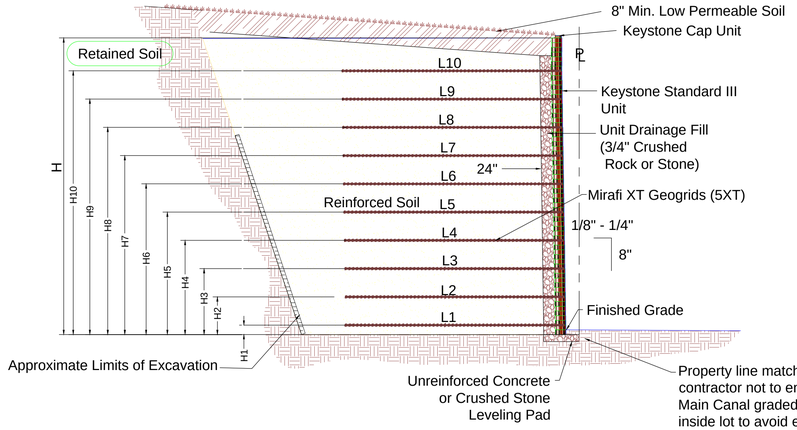
Top of Wall Steps



Note:

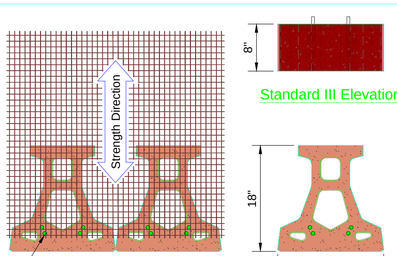
1. Check with manufacturer specifications on correct direction of orientation for geogrid to obtain proper strength.
2. Corner units recommended for outside corners. Availability May Vary.

Geogrid Installation at Corners

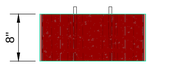


Typical Reinforced Wall Section

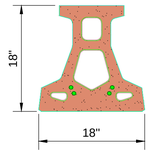
Standard III Unit - Near Vertical Setback
NTS



Grid & Pin Connection



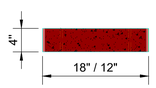
Standard III Elevation



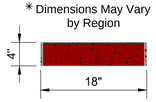
Standard III Plan

Standard III Unit

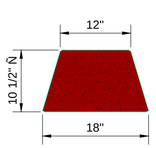
* Dimensions May Vary by Region



Cap Unit Elevation



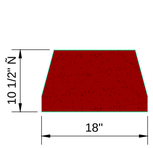
Cap Unit Elevation



Cap Unit Plan

Universal Cap Unit Option

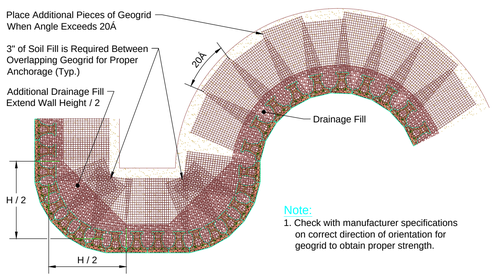
*Dimensions & Availability Will Vary by Region



Cap Unit Plan

Straight Split Cap Unit Option

*Dimensions & Availability Will Vary by Region



Note:

1. Check with manufacturer specifications on correct direction of orientation for geogrid to obtain proper strength.

Geogrid Installation on Curves

WALL HIGH H FEET	MIRAFI 5XT GEOGRID LOCATION										MIRAFI 5XT GEOGRID LENGTH									
	H1	H2	H3	H4	H5	H6	H7	H8	H9	H10	L1	L2	L3	L4	L5	L6	L7	L8	L9	L10
6	1.33	4.00									4.50	6.00								
7	2.00	4.67									5.50	6.50								
8	0.67	3.33	6.00								5.00	5.50	7.50							
9	1.33	4.00	6.67								5.50	6.00	8.00							
10	2.67	5.33	8.00								6.00	6.50	8.50							
11	0.67	3.33	6.00	8.67							7.00	7.00	7.00	9.00						
12	2.00	4.67	7.33	10.00							7.50	7.50	8.00	10.00						
13	1.33	3.33	5.33	8.00	10.67						8.00	8.00	8.00	8.50	10.00					
14	1.33	4.00	6.67	9.33	12.00						8.50	8.50	8.50	9.00	10.00					
15	0.67	2.67	4.67	7.33	10.00	12.67					9.00	9.00	9.00	9.50	11.50					
16	0.67	3.33	6.00	8.67	11.33	14.00					10.00	10.00	10.00	10.00	10.50	12.00				
17	0.67	2.00	4.00	6.67	9.33	12.00	14.00				10.50	10.50	10.50	10.50	10.50	10.50	12.50			
18	1.33	3.33	5.33	8.00	10.67	13.33	16.00				11.00	11.00	11.00	11.00	11.00	11.50	13.50			
19	1.33	2.67	4.00	6.00	8.67	11.33	14.00	16.67			11.50	11.50	11.50	11.50	11.50	11.50	12.00	14.00		
20	0.67	2.00	3.33	5.33	7.33	10.00	12.67	15.33	13.00		12.00	12.00	12.00	12.00	12.00	12.00	12.00	12.50	14.50	
21	1.33	2.67	4.00	6.00	8.00	10.67	13.33	16.00	18.67		18.00	13.00	13.00	13.00	13.00	13.00	13.00	13.00	15.00	

Wall Schedule

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



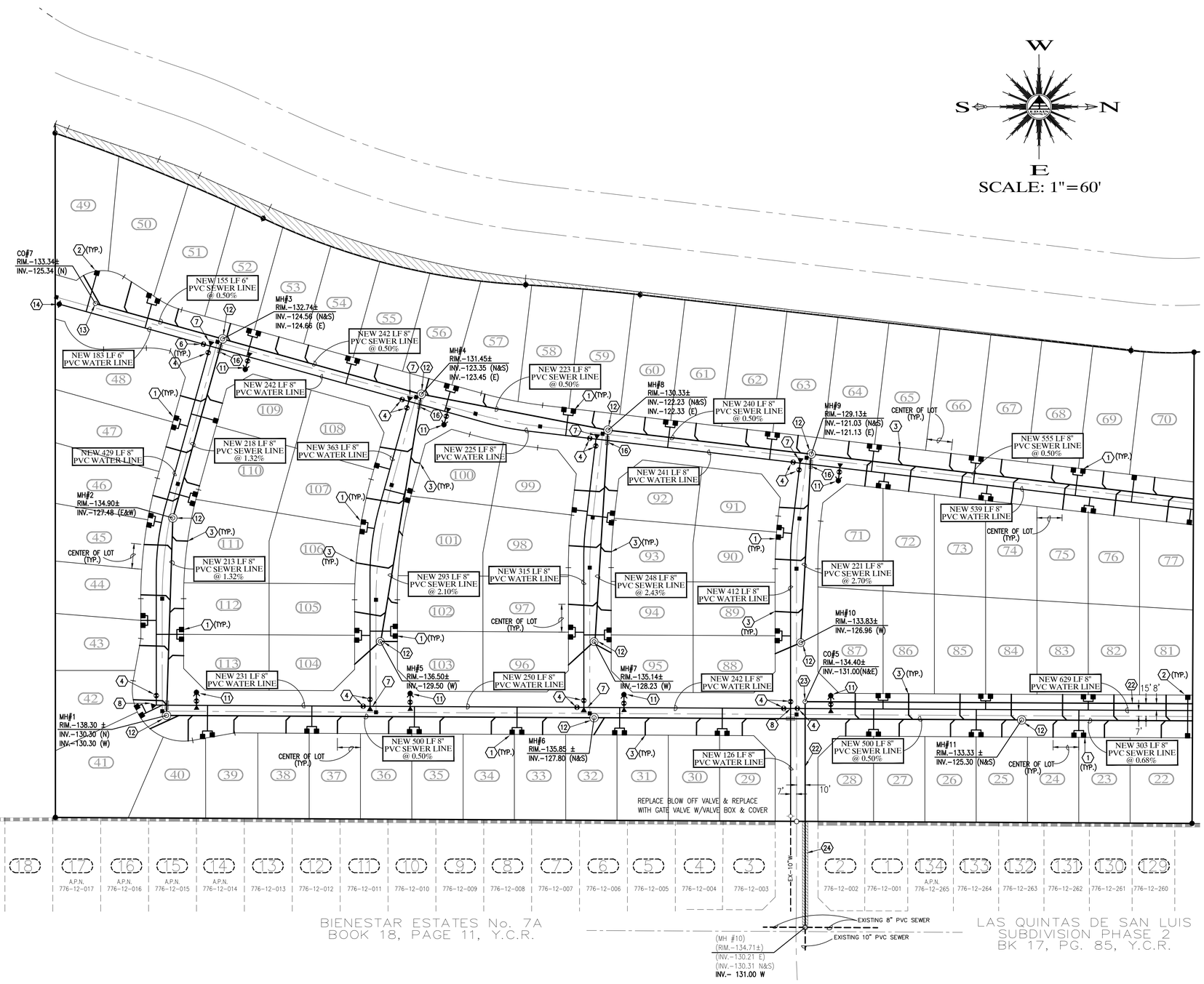
LAS QUINTAS DE SAN LUIS II SUBDIVISION

PAVING & GRADING PLAN

SCALE: AS SHOWN	DESIGNED BY: NKE	CHECKED BY: NKE
DATE: OCT. 16	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 7A



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

WATER / SEWER CONSTRUCTION KEYNOTES

1. INSTALL 1" DUAL WATER SERVICE (TYP.) – SEE DETAILS A/14, B/14, F/14
2. INSTALL 1" SINGLE WATER SERVICE (TYP.) – SEE DETAILS A/14, B/14, F/14
3. INSTALL 4" SEWER SERVICE (TYP.) – SEE DETAIL H/14
4. INSTALL 8" GATE VALVE W/ V.B.&C. – SEE DETAILS F/15, O/16
5. INSTALL 10" GATE VALVE W/ V.B.&C. – SEE DETAILS F/15, O/16
6. INSTALL 6" GATE VALVE W/ V.B.&C. – SEE DETAILS F/15, O/16
7. INSTALL 8" X 8" PVC TEE W/ THRUST BLOCK – SEE DETAILS O/15
8. INSTALL 90° ELL W/ THRUST BLOCK – SEE DETAILS O/15
9. INSTALL 45° ELL W/ THRUST BLOCK – SEE DETAILS O/15
10. INSTALL 12" X 8" TAPPING SLEEVE TEE W/ THRUST BLOCK – SEE DETAILS O/15
11. INSTALL 6" FIRE HYDRANT COMPLETE – SEE DETAIL L/15
12. CONSTRUCT NEW SANITARY SEWER MANHOLE – SEE DETAILS J/15
13. CONSTRUCT NEW SANITARY SEWER CLEANOUT – SEE DETAIL M/15
14. INSTALL TEMPORARY WATER BLOWOFF VALVE – SEE DETAIL N/15
15. INSTALL 2" BACKFLOW PREVENTOR W/ CAGE – SEE DETAIL G/15
16. INSTALL 14' MIN. DUCTILE IRON PIPE WITH MECHANICAL JOINTS AT EACH END – SEE DETAIL T/16
17. INSTALL TYPE "A" DROP SEWER CONNECTION – SEE DETAIL S/16
18. INSTALL 8" X 8" PVC CROSS W/ THRUST BLOCK – SEE DETAILS O/15
19. INSTALL 10" X 10" PVC CROSS W/ THRUST BLOCK – SEE DETAILS O/15
20. CONSTRUCT ALL SEWER SERVICES TO CENTER OF THE LOT UNLESS NOTED OTHERWISE
21. INSTALL 2" WATER SERVICE (TYP.) – SEE DETAILS F/14
22. NEW 4" PVC C-900 SEWER FORCE MAIN
23. NEW FORCEMAIN PRESSURE CLEANOUT – SEE DETAIL Y/16
24. PAVEMENT REPLACEMENT – SEE DETAIL Z/16

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 — CERTIFICATE NO. — 26844 — NAJEH K. EDAIS — Date Signed 11/22/17 — ARIZONA, U.S.A. — EXPIRES 3/31/19

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LAS QUINTAS DE SAN LUIS 2 SUBDIVISION

WATER & SEWER PLAN

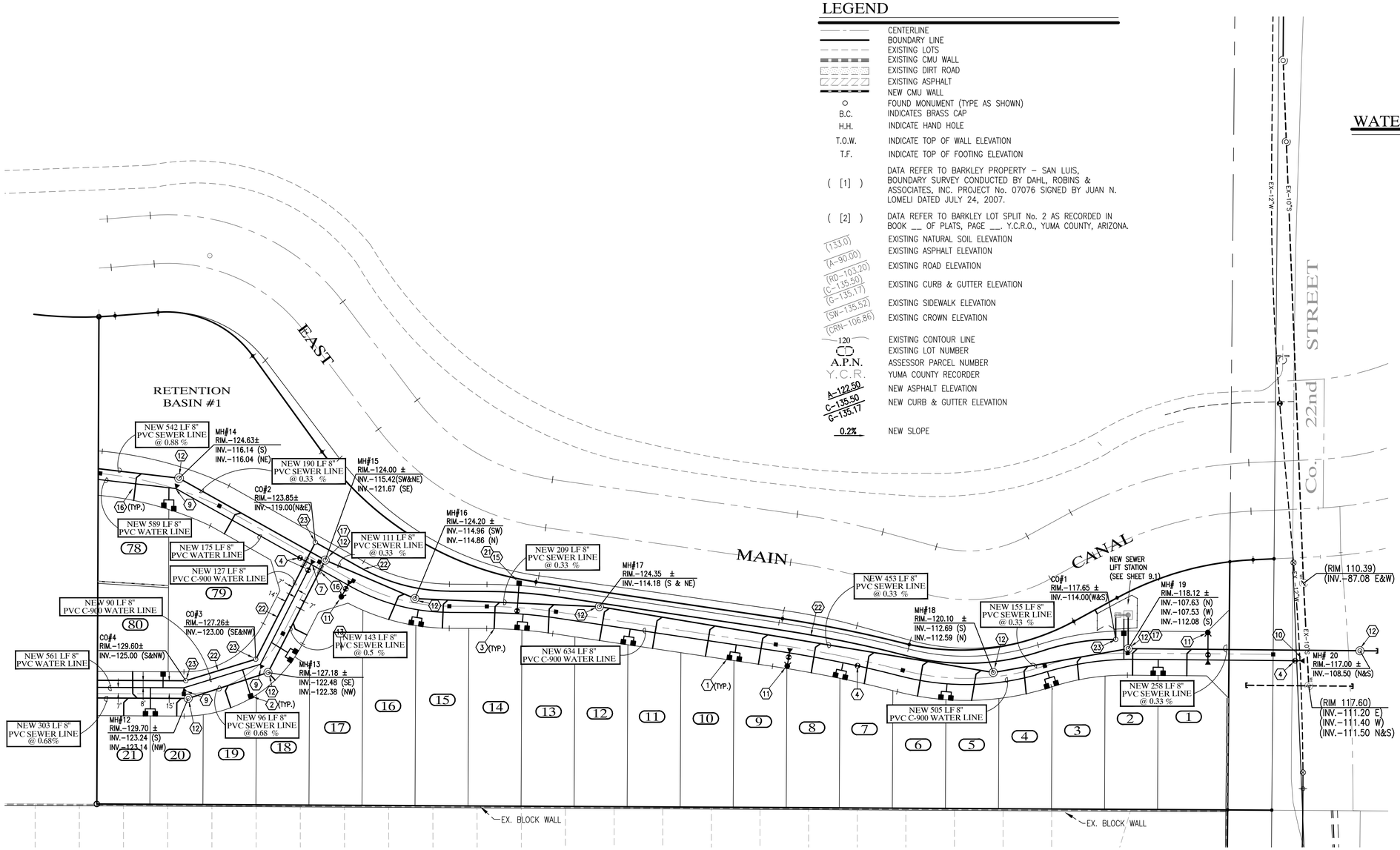
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DATE: DEC '16"	DRAWN BY: STAFF	JOB No. 14-015

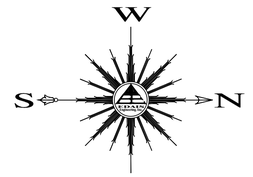
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(928) 344-3566 FAX (928) 341-1075
EMAIL: najeh@Edaisgroup.com

SHEET 8

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	EXISTING CONTOUR LINE
	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





SCALE: 1"=60'

WATER / SEWER CONSTRUCTION KEYNOTES

1. INSTALL 1" DUAL WATER SERVICE (TYP.) – SEE DETAILS A/14 B/14 F/14
2. INSTALL 1" SINGLE WATER SERVICE (TYP.) – SEE DETAILS A/14 B/14 F/14
3. INSTALL 4" SEWER SERVICE (TYP.) – SEE DETAIL H/14
4. INSTALL 8" GATE VALVE W/ V.B.&C. – SEE DETAILS P/15 O/16
5. INSTALL 10" GATE VALVE W/ V.B.&C. – SEE DETAILS P/15 O/16
6. INSTALL 6" GATE VALVE W/ V.B.&C. – SEE DETAILS P/15 O/16
7. INSTALL 8" X 8" PVC TEE W/ THRUST BLOCK – SEE DETAILS O/15
8. INSTALL 90° ELL W/ THRUST BLOCK – SEE DETAILS O/15
9. INSTALL 45° ELL W/ THRUST BLOCK – SEE DETAILS O/15
10. INSTALL 12" X 8" TAPPING SLEEVE TEE W/ THRUST BLOCK – SEE DETAILS O/15
11. INSTALL 6" FIRE HYDRANT COMPLETE – SEE DETAIL L/15
12. CONSTRUCT NEW SANITARY SEWER MANHOLE – SEE DETAILS J/15
13. CONSTRUCT NEW SANITARY SEWER CLEANOUT – SEE DETAIL M/15
14. INSTALL TEMPORARY WATER BLOWOFF VALVE – SEE DETAIL N/15
15. INSTALL 2" BACKFLOW PREVENTOR W/ CAGE – SEE DETAIL G/15
16. INSTALL 14' MIN. DUCTILE IRON PIPE WITH MECHANICAL JOINTS AT EACH END – SEE DETAIL I/16
17. INSTALL TYPE "A" DROP SEWER CONNECTION – SEE DETAIL S/16
18. INSTALL 8" X 8" PVC CROSS W/ THRUST BLOCK – SEE DETAILS O/15
19. INSTALL 10" X 10" PVC CROSS W/ THRUST BLOCK – SEE DETAILS O/15
20. CONSTRUCT ALL SEWER SERVICES TO CENTER OF THE LOT UNLESS NOTED OTHERWISE
21. INSTALL 2" WATER SERVICE (TYP.) – SEE DETAILS F/14
22. NEW 4" PVC C-900 SEWER FORCE MAIN
23. NEW FORCEMAIN PRESSURE CLEANOUT – SEE DETAIL Y/16

UTILITY WARNING

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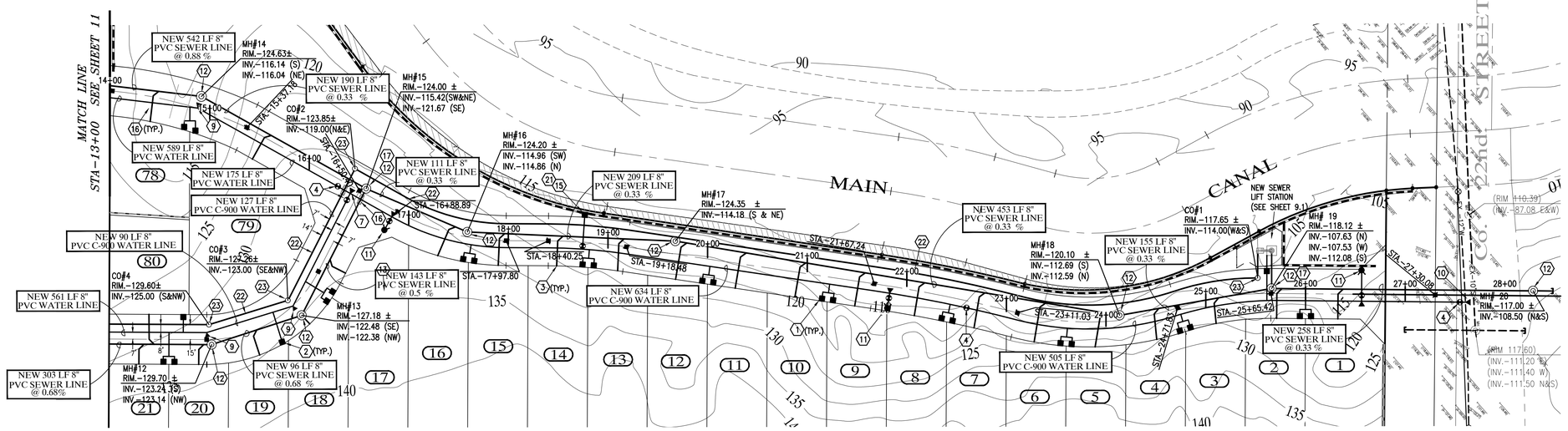
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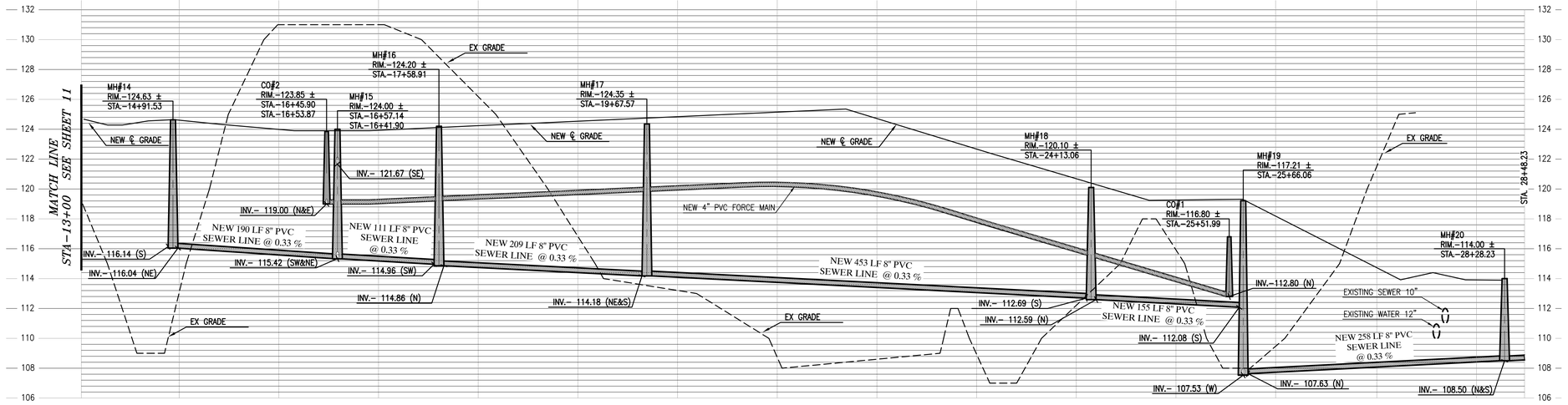
WATER & SEWER PLAN

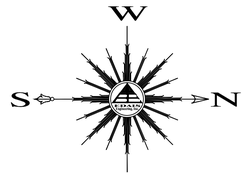
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DATE: JUL. 16	DRAWN BY: STAFF	JOB No. 14-015

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EMAIL: najeh@Edaisgroup.com

SHEET 9







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Registered Professional Engineer (Civil) CERTIFICATE NO. 26844 NAJEH K. EDAIS Date Signed 12/22/16 ARIZONA, U.S.A. EXPIRES 3/31/17

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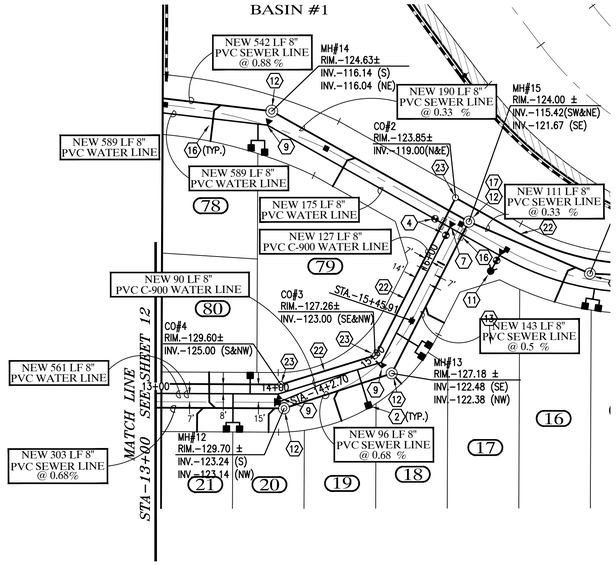
WATER & SEWER PLAN & PROFILES

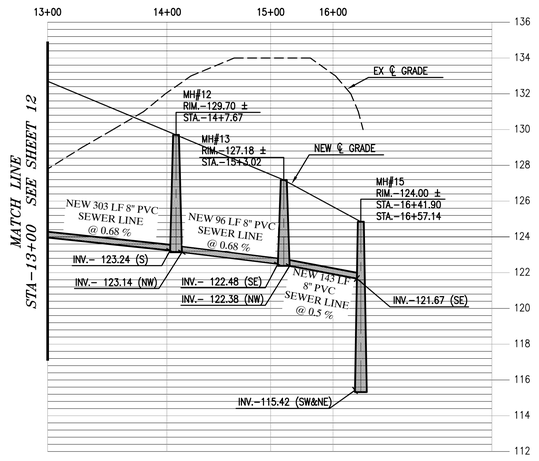
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SHEET 9A

SCALE: 1"=60'





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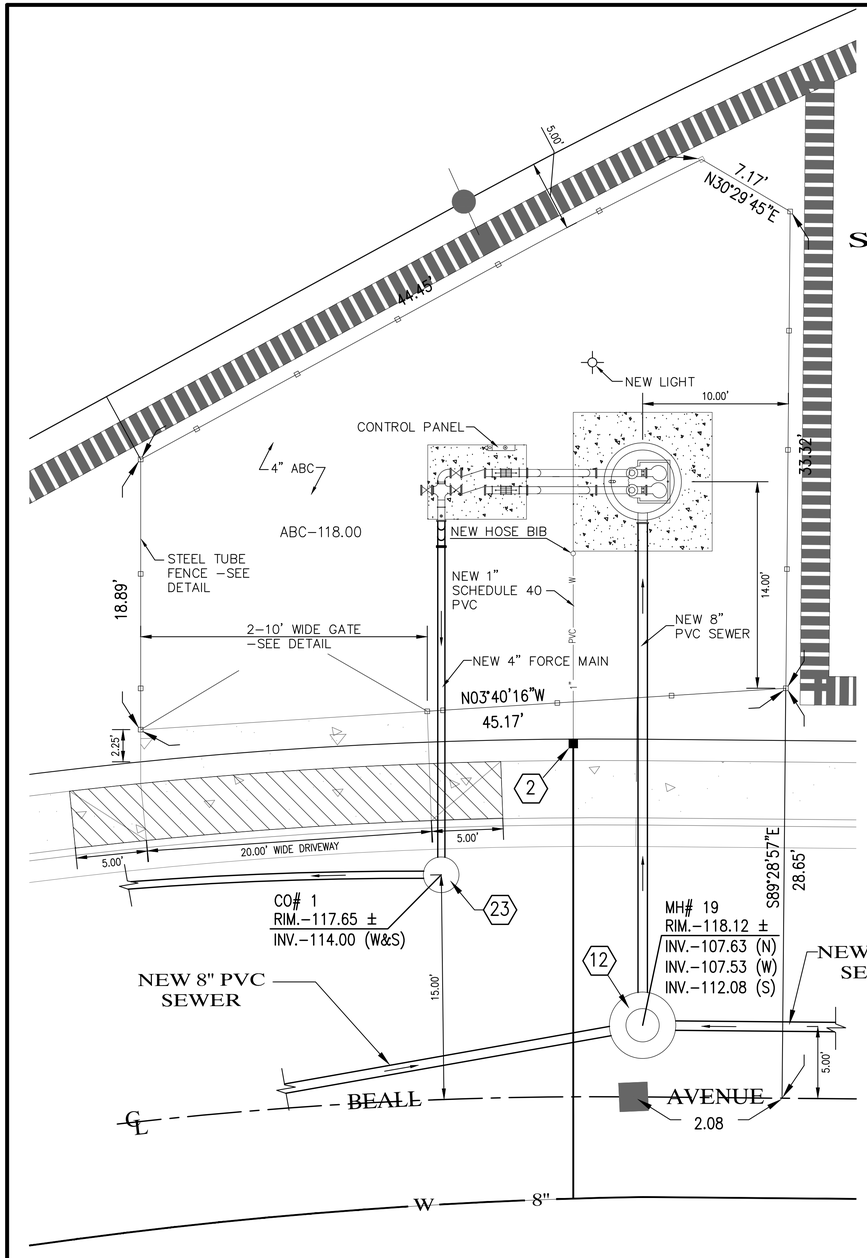
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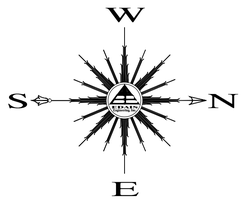
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SHEET 9B





SCALE: 1"=5'

WATER / SEWER CONSTRUCTION KEYNOTES

2 — INSTALL 1" SINGLE WATER SERVICE (TYP.) – SEE DETAILS A/14 B/14 F/14

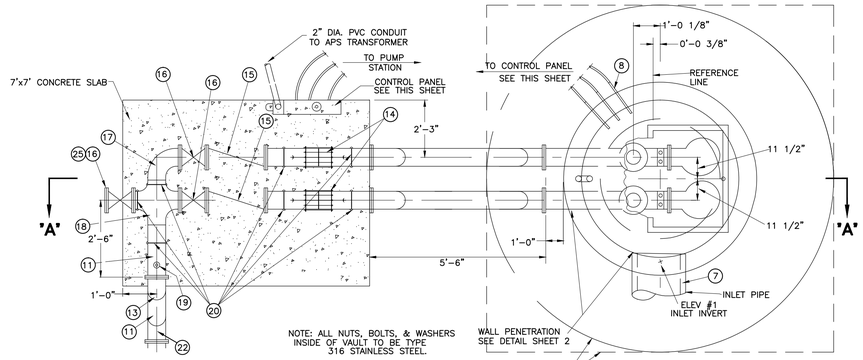
12 — CONSTRUCT NEW SANITARY SEWER MANHOLE – SEE DETAILS J/15

23 — NEW FORCEMAIN PRESSURE CLEANOUT – SEE DETAIL Y/16

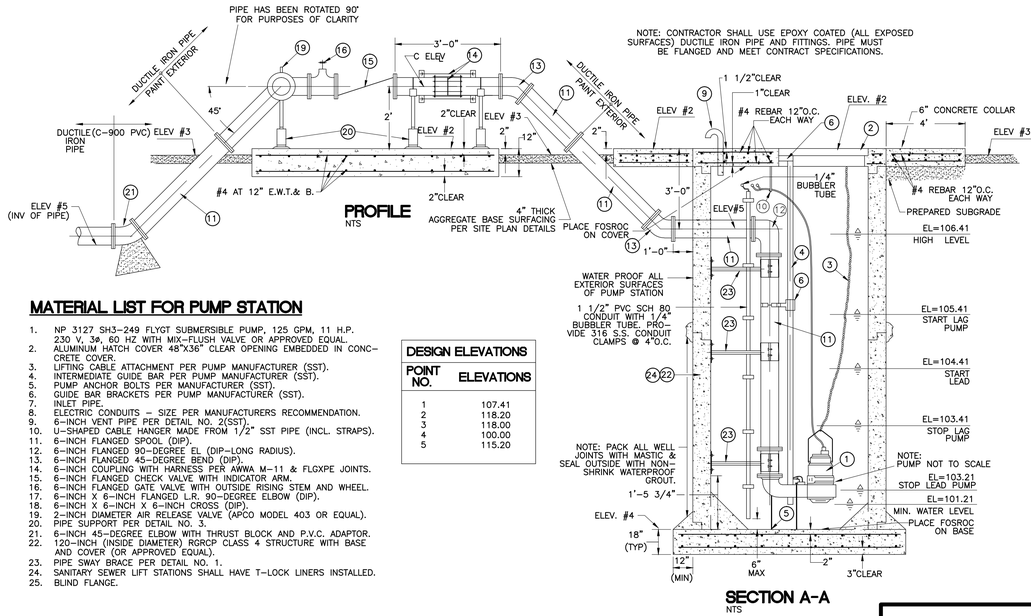
GENERAL NOTES

1. INSTALL 1" WATER SERVICE AND PROVIDE HOSE BIB ADJACENT TO LIFT STATION STRUCTURE.
2. PROVIDE ACCESS FOR LARGE SERVICE VEHICLES.
3. DUSK TO DAWN LIGHTING SHALL BE INSTALLED.
4. AN APPROPRIATE SHADE STRUCTURE SHALL BE CONSTRUCTED OVER THE CONTROL PANEL.
5. PROVIDE 120V GFI PROTECTED CONVENIENCE OUTLET.
6. T-LOCK LINERS SHALL BE INSTALLED INSIDE SANITARY SEWER LIFT STATIONS.
7. PUMP CONTROLLER SHALL BE BY EG PUMP CONTROLS (OR APPROVED EQUAL) WITH PHASE CONTROLLERS, BUBBLER TYPE LEVEL CONTROL AND PUMP ALTERNATING CAPABILITIES.
8. SEAL ALL CONDUIT COMING FROM LIFT STATION TO JUNCTION BOXES/CONTROL PANELS WITH DUCT SEAL TO PREVENT MIGRATION OF GAS.
9. ADJACENT PROPERTIES SHALL DETERMINE THE PLACEMENT OF ACCESS GATES TO THE SITE. GATES WILL BE A MINIMUM 20' WIDE DOUBLE SWING.
10. ANY AND ALL HARDWARE/BRACING INSIDE LIFT STATION SHALL BE MANUFACTURED OF TYPE 316 STAINLESS STEEL.
11. ALL VALVES AND CHECK VALVES SHALL BE INSTALLED ABOVE GROUND.
12. CONTROL PANEL SHALL CONTAIN THE APPROPRIATE ELECTRICAL CONNECTION FOR THE INSTALLATION OF A SECONDARY EMERGENCY GENERATOR.

UTILITY CO.
ARIZONA PUBLIC SERVICE 190 WEST 14th STREET YUMA, ARIZONA 85364



PLAN
NTS



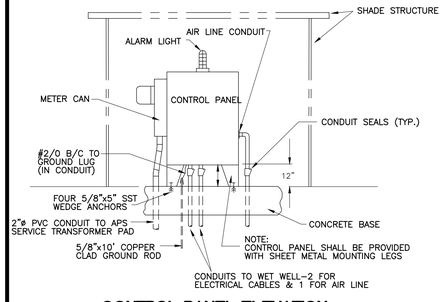
PROFILE
NTS

SECTION A-A
NTS

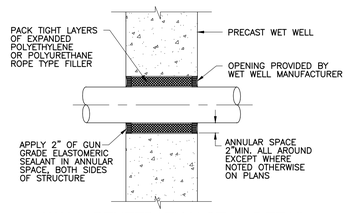
MATERIAL LIST FOR PUMP STATION

1. NP 3127 SH3-249 FLYGT SUBMERSIBLE PUMP, 125 GPM, 11 H.P. 230 V, 3ø, 60 HZ WITH MIX-FLUSH VALVE OR APPROVED EQUAL.
2. ALUMINUM HATCH COVER 48"X36" CLEAR OPENING EMBEDDED IN CONCRETE COVER.
3. LIFTING CABLE ATTACHMENT PER PUMP MANUFACTURER (SST).
4. INTERMEDIATE GUIDE BAR PER PUMP MANUFACTURER (SST).
5. PUMP ANCHOR BOLTS PER MANUFACTURER (SST).
6. GUIDE BAR BRACKETS PER PUMP MANUFACTURER (SST).
7. INLET PIPE.
8. ELECTRIC CONDUITS – SIZE PER MANUFACTURERS RECOMMENDATION.
9. 6-INCH VENT PIPE PER DETAIL NO. 2(SST).
10. U-SHAPED CABLE HANGER MADE FROM 1/2" SST PIPE (INCL. STRAPS).
11. 6-INCH FLANGED SPOOL (DIP).
12. 6-INCH FLANGED 90-DEGREE EL (DIP-LONG RADIUS).
13. 6-INCH FLANGED 45-DEGREE BEND (DIP).
14. 6-INCH COUPLING WITH HARNESS PER AWWA M-11 & FLGXPE JOINTS.
15. 6-INCH FLANGED CHECK VALVE WITH INDICATOR ARM.
16. 6-INCH FLANGED GATE VALVE WITH OUTSIDE RISING STEM AND WHEEL.
17. 6-INCH X 6-INCH FLANGED L.R. 90-DEGREE ELBOW (DIP).
18. 6-INCH X 6-INCH X 6-INCH CROSS (DIP).
19. 2-INCH DIAMETER AIR RELEASE VALVE (APCO MODEL 403 OR EQUAL).
20. PIPE SUPPORT PER DETAIL NO. 3.
21. 6-INCH 45-DEGREE ELBOW WITH THRUST BLOCK AND P.V.C. ADAPTOR.
22. 120-INCH (INSIDE DIAMETER) RGRCP CLASS 4 STRUCTURE WITH BASE AND COVER (OR APPROVED EQUAL).
23. PIPE SWAY BRACE PER DETAIL NO. 1.
24. SANITARY SEWER LIFT STATIONS SHALL HAVE T-LOCK LINERS INSTALLED.
25. BLIND FLANGE.

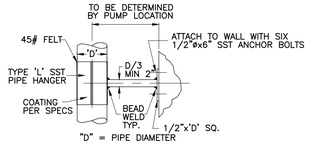
DESIGN ELEVATIONS	
POINT NO.	ELEVATIONS
1	107.41
2	118.20
3	118.00
4	100.00
5	115.20



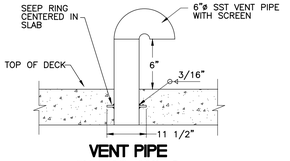
CONTROL PANEL ELEVATION
NTS



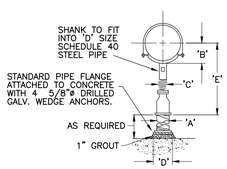
WALL PENETRATION SEAL DETAIL
NTS



PIPE SWAY BRACE DETAIL NO. 1



VENT PIPE DETAIL NO. 2



REQUIRED	SUPPORTED PIPE SIZE	'A'	'B'	'C'	'D'	'E' MIN.	'E' MAX.
6	6"	3"	5 7/8"	2.5"	11 3/4"	10 3/4"	14 1/2"

PIPE SUPPORT DETAIL NO. 3

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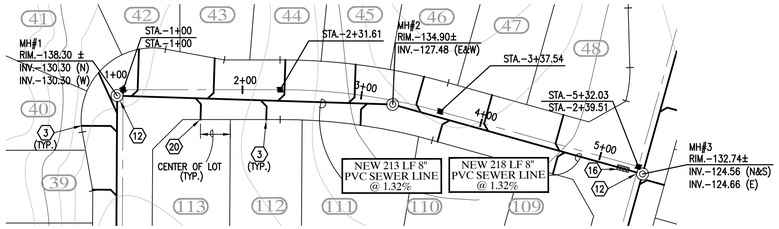
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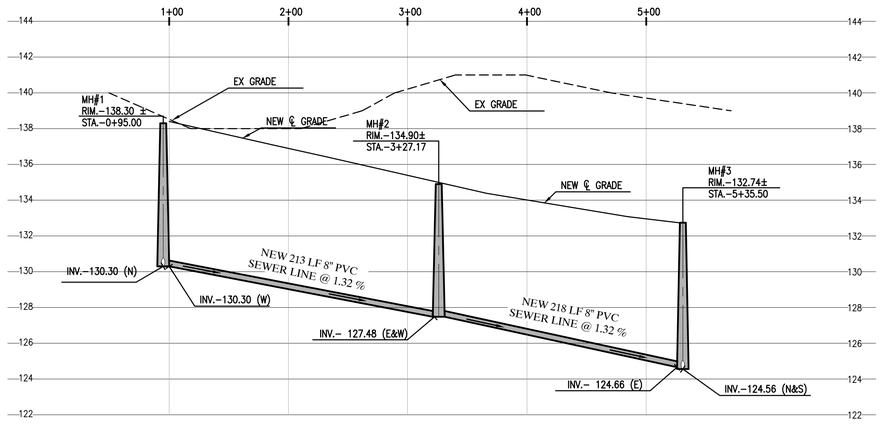
LIFT STATION SITE PLAN & DETAILS

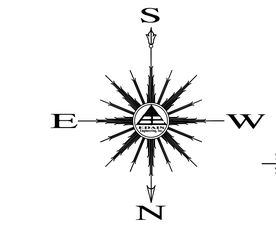
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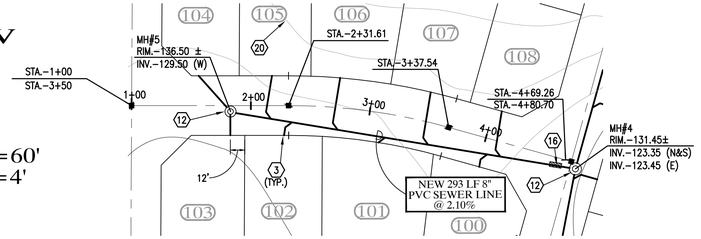
SHEET 9C

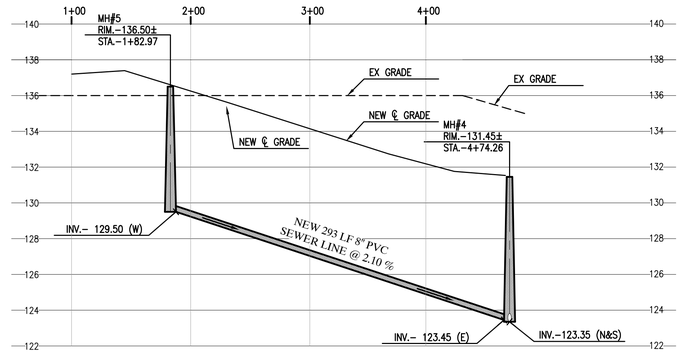






SCALE HORIZ: 1"=60'
SCALE VERT: 1"=4'



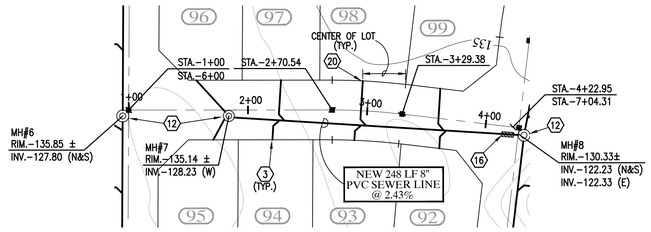


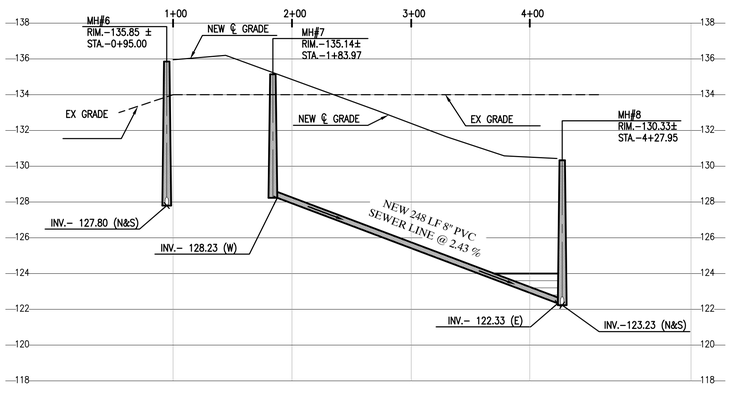
SEWER CONSTRUCTION KEYNOTES

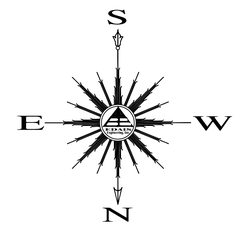
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LEGEND

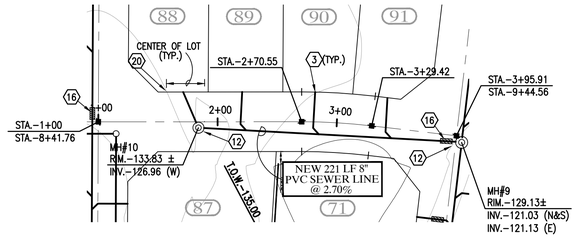
- CENTERLINE
- PROPERTY LINE
- BOUNDARY LINE
- W — NEW PVC WATER MAIN
- S — NEW PVC SEWER LINE
- (20) NEW LOT NUMBER
- (188) FUTURE LOT NUMBER
- NEW SEWER SERVICE
- NEW SINGLE WATER SERVICE
- NEW DUAL WATER SERVICE
- NEW 2" BACKFLOW PREVENTOR
- NEW THRUST BLOCK
- NEW WATER VALVE
- NEW MANHOLE
- NEW TEMPORARY 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

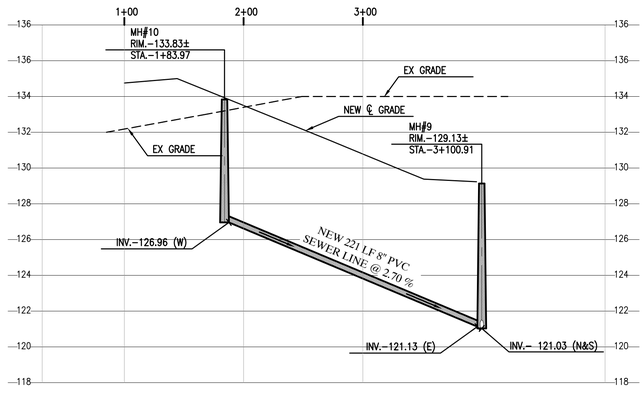






SCALE HORIZ: 1"=60'
SCALE VERT: 1"=4'





REGISTERED PROFESSIONAL ENGINEER (CIVIL)
CERTIFICATE NO.
26844
NAJEH K. EDAIS
Date Signed 12/22/16
ARIZONA, U.S.A.
EXPIRES 3/31/17

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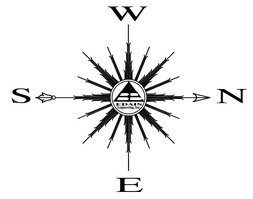
LAS QUINTAS DE SAN LUIS 2 SUBDIVISION

SEWER PLAN & PROFILES

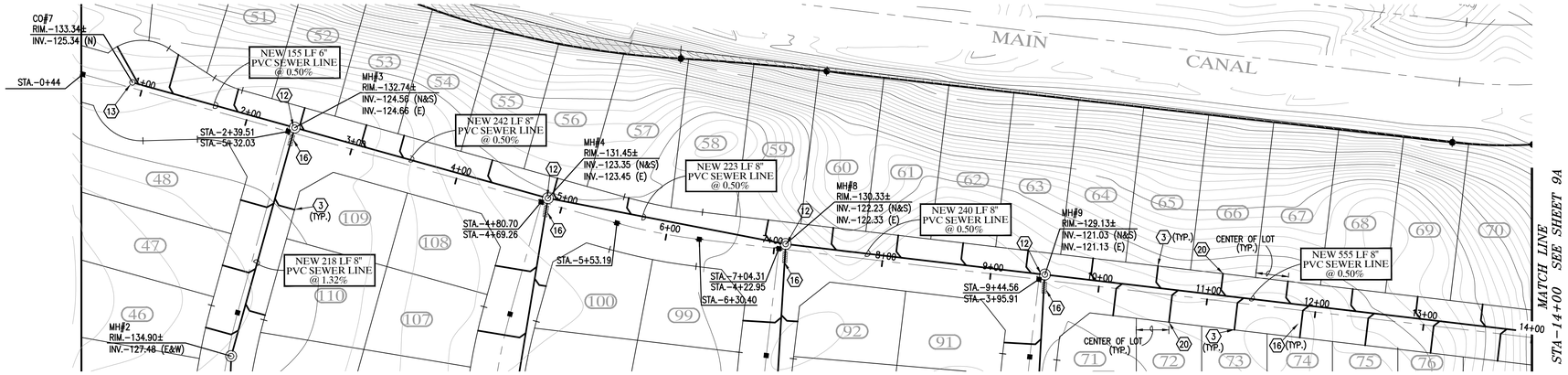
SCALE: AS SHOWN	DESIGNED BY: NKE	CHECKED BY: NKE
DATE: DEC. '16"	DRAWN BY: LPR	JOB No. 14–015

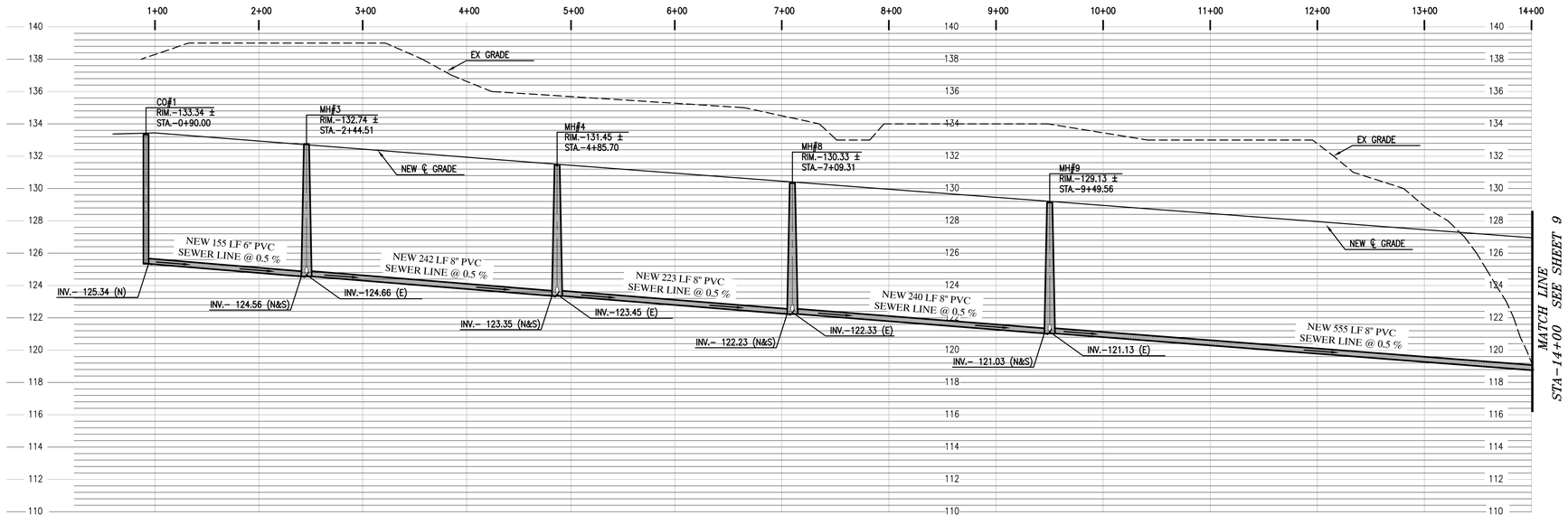
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PLANNING–CIVIL–SURVEYING–ARCHITECTURAL
5075 S. Ave. 4E Yuma, Arizona 85365
(928) 344–3566 FAX (928) 341–1075
EMAIL: najeh@Edaisgroup.com

SHEET 10



SCALE HORIZ: 1"=60'
SCALE VERT: 1"=4'





SEWER CONSTRUCTION KEYNOTES

(3) INSTALL 4" SEWER SERVICE (TYP.) – SEE DETAIL 11/14
(12) CONSTRUCT NEW SANITARY SEWER MANHOLE – SEE DETAILS 1/15
(13) CONSTRUCT NEW SANITARY SEWER CLEANOUT – SEE DETAIL M/15
(16) INSTALL 14' MIN. DUCTILE IRON PIPE WITH MECHANICAL JOINTS AT EACH END – SEE DETAIL 1/16
(20) CONSTRUCT ALL SEWER SERVICES TO CENTER OF THE LOT UNLESS NOTED OTHERWISE

LEGEND

- CENTERLINE
- PROPERTY LINE
- BOUNDARY LINE
- W — NEW PVC WATER MAIN
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- (20) NEW LOT NUMBER
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- NEW STREET MONUMENT AS PER YUMA COUNTY STD. No. 4–080
- EXISTING WATER VALVE

Najeh K. Edais
26844
NAJEH K. EDAIS
Date Signed 12/22/16
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CERTIFICATE NO. (26844)
ARIZONA, U.S.A.
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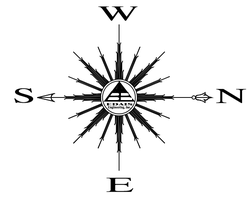
LAS QUINTAS DE SAN LUIS 2 SUBDIVISION

SEWER PLAN & PROFILES

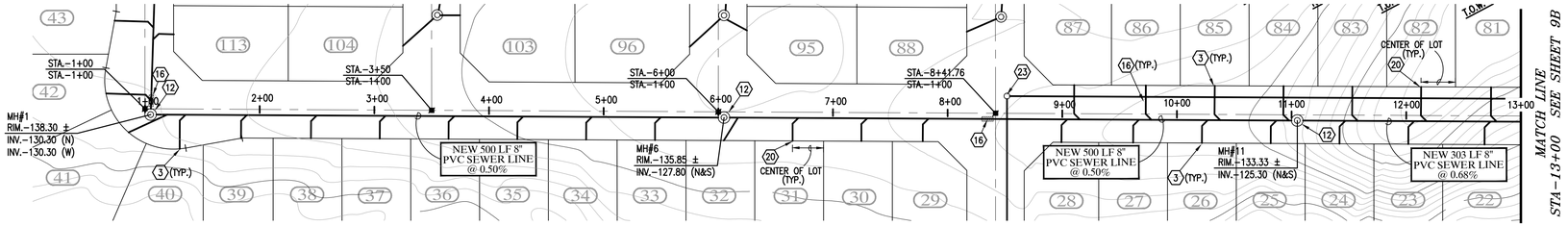
SCALE: AS SHOWN	DESIGNED BY: NKE	CHECKED BY: NKE
DATE: DEC."16"	DRAWN BY: LPR	JOB No. 14–015

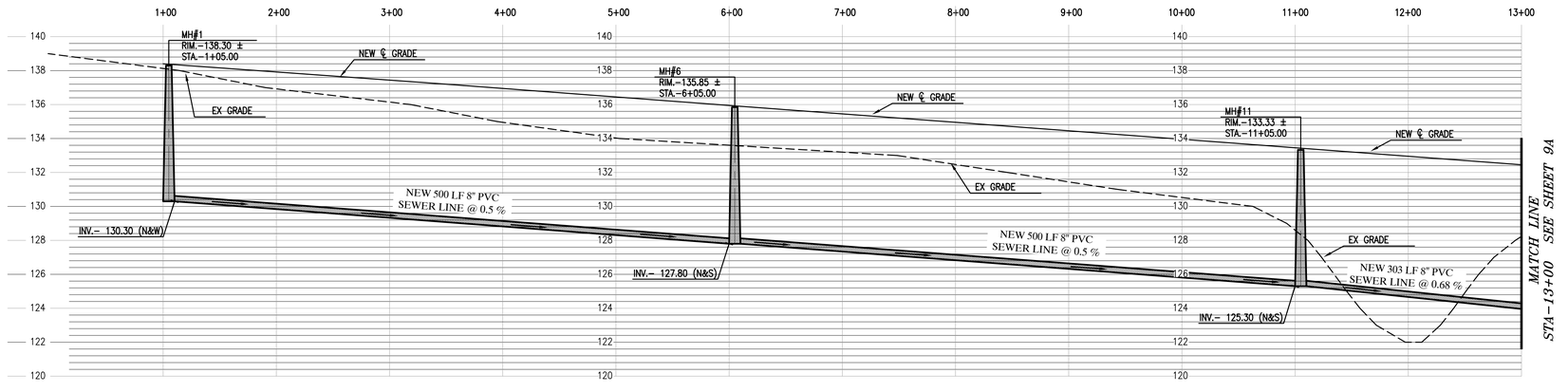
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PLANNING–CIVIL–SURVEYING–ARCHITECTURAL
9075 S. Ave. 4E Yuma, Arizona 85365
(928) 344–3566 FAX (928) 341–1075
EMAIL: najeh@Edaisgroup.com

SHEET 11



SCALE HORIZ: 1"=60'
SCALE VERT: 1"=4'





SEWER CONSTRUCTION KEYNOTES

- (3) INSTALL 4" SEWER SERVICE (TYP.) – SEE DETAIL H/14
- (12) CONSTRUCT NEW SANITARY SEWER MANHOLE – SEE DETAILS J/15
- (13) CONSTRUCT NEW SANITARY SEWER CLEANOUT – SEE DETAIL M/15
- (16) INSTALL 14' MIN. DUCTILE IRON PIPE WITH MECHANICAL JOINTS AT EACH END – SEE DETAIL J/16
- (20) CONSTRUCT ALL SEWER SERVICES TO CENTER OF THE LOT UNLESS NOTED OTHERWISE
- (23) NEW FORCEMAIN PRESSURE CLEANOUT – SEE DETAIL Y/16

LEGEND

- CENTERLINE
- PROPERTY LINE
- BOUNDARY LINE
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- ■ NEW STREET MONUMENT AS PER YUMA COUNTY STD. No. 4-080
- EXISTING WATER VALVE

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EXPIRES 5/31/17

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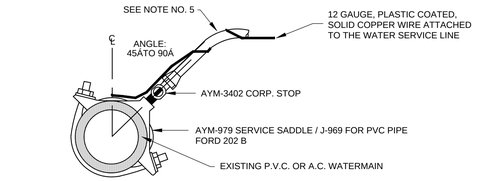
LAS QUINTAS DE SAN LUIS 2 SUBDIVISION

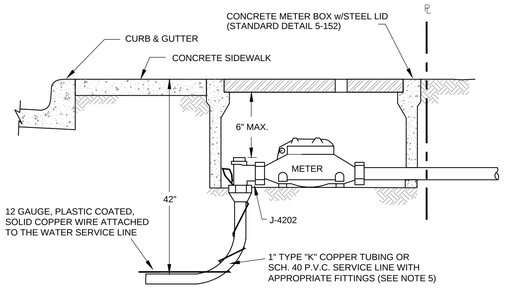
SEWER PLAN & PROFILES

SCALE: AS SHOWN	DESIGNED BY: NKE	CHECKED BY: NKE
DATE: DEC."16"	DRAWN BY: LPR	JOB No. 14-015

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SHEET 12





NOTE

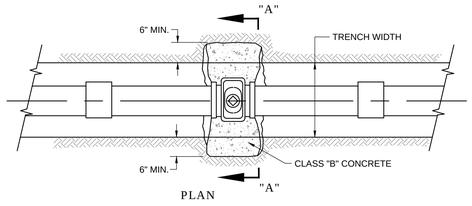
1. Tracer wire shall be required on all service lines between watermain and meter.
2. Meter box to be set adjacent to the public right-of-way line.
3. Water meter boxes that are subject to vehicular traffic must include a traffic rated cast iron lid.
4. Meter boxes are not to be located inside sidewalks.
5. Do not bend or crimp water service line. Use 45Â bends and/or appropriate fittings.
6. When using 1" water service line only one-1" meter can be used or 2-5/8" or 3/4" meters per service line, two 1" water meters on a 1" water service is not allowed to prevent low water pressure/reduced. capacity.
7. All new water service requests 2" and smaller off of an existing water main will be installed by City of Yuma utilities personnel.

WATER METER INSTALLATION 1" AND SMALLER

C.O.Y. STD. NO. 5-149 — NTS — A 14

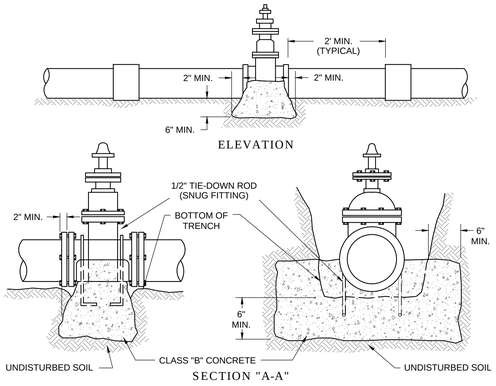
NOTES:

1. SEWER CONSTRUCTION STAKING SHALL BE DONE UNDER THE SUPERVISION OF A REGISTERED ENGINEER OR SURVEYOR.
2. CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFICATION OF SITE AND SOIL CONDITION AND SHALL NOTIFY ALL UTILITY AGENCIES PRIOR TO EXCAVATION.
3. CONTRACTOR SHALL NOTIFY THE ENGINEER IMMEDIATELY OF ANY CONDITIONS REQUIRING CHANGE TO THE PLANS.
4. CONTRACTOR SHALL NOTIFY FARWEST WATER & SEWER, INC. PRIOR TO START OF CONSTRUCTION.
5. STANDARD SPECIFICATIONS AND ARIZONA STATE HEALTH DEPARTMENT BUL. NO. 11 SHALL APPLY TO THIS PROJECT.
6. A MINIMUM OF 7' SHALL BE MAINTAINED BETWEEN PARALLEL WATER AND SEWER LINES AND WATER AND SEWER MAINS.
7. SEWER MAINS AND SERVICES SHALL BE CONSTRUCTED OF C909 PVC PIPE FOR A DISTANCE OF 7' IN BOTH DIRECTIONS FROM A WATERMAIN OR SERVICE WHEN,
   A. SEWER MAIN OR SERVICE CROSSES LESS THEN 2' BELOW A WATER MAIN
   B. WATER MAIN OR SERVICE CROSSES BELOW A SEWER MAIN OR SERVICE (A MINIMUM OF 24" SEPARATION SHALL BE MAINTAINED VERTICALLY BETWEEN WATER AND SEWER MAINS AND SERVICES).
8. NO STREET, WATER AND SEWER IMPROVEMENTS WILL BE ACCEPTED BY FARWEST WATER & SEWER, INC. FOR MAINTENANCE UNTIL "AS BUILT" CERTIFIED PLANS ARE FILED WITH AND ACCEPTED BY FARWEST WATER & SEWER, INC.
9. SEWER PIPE SHALL BE PVC, HAVE N.S.F. SEAL OF APPROVAL, AND MEET ASTM D-3034, SDR 35.
10. SEWER MAINS SHALL BE PRESSURE AND LEAKAGE TESTED WITH 4 FEET OF HEAD UPSTREAM. ALLOWABLE LEAKAGE NOT TO EXCEED 200 GAL./IN. DIA./MILE OF PIPE/DAY.
11. EXFILTRATION FROM MANHOLES SHALL BE LIMITED TO 0.1 GALS./HR./VERTICAL FOOT.
12. DEFLECTION TEST OF AT LEAST 20% OF PLASTIC SEWER PIPE SHALL BE PERFORMED. SHORT TERM DEFLECTION IN EXCESS OF 5% SHALL BE CONSIDERED UNSERVICEABLE AND SHALL BE REPAIRED AND RETESTED.
13. IN AREAS WHERE THE GROUNDWATER IS AT PIPE SPRING LINE OR ABOVE INFILTRATION TESTS SHALL BE PERFORMED. ALLOWABLE INFILTRATION FOR SEWER MAINS NOT TO EXCEED 200 GAL/IN DIA/MILE OF PIPE/DAY. ALLOWABLE INFILTRATION FOR MANHOLES SHALL BE LIMITED TO 0.1 GALS/HR/VERTICAL FOOT.



PLAN

REFER TO STANDARD DETAIL 5-101 FOR VALVES 20" AND LARGER

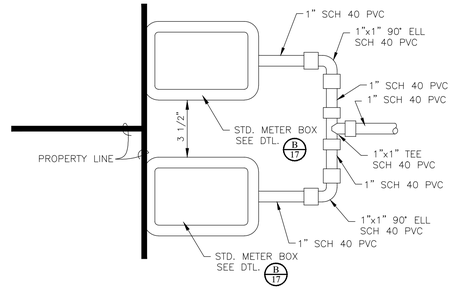


NOTES

1. This detail covers water valves 4" or larger.
2. All buried iron and ferrous fittings shall receive a 10mil (minimum) polyethelene plastic wrap to prevent direct contact with soil.
3. Tie-down rods required for pipes larger than 8".
4. Concrete shall not come into contact with water bipe.
5. Refer to Standard Detail 5-101 for valves twenty inch (20") and larger.

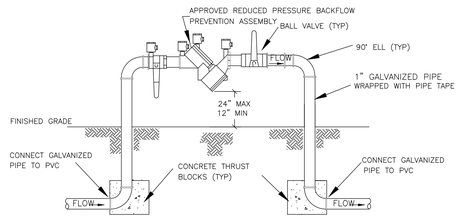
VALVE ANCHORS

C.O.Y. STD. NO. 5-110 — D 14



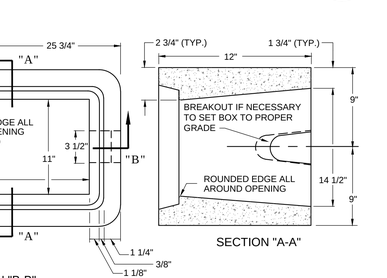
TYPICAL DUAL MANIFOLD STUB SERVICE

NTS — F 14



REDUCED PRESSURE BACKFLOW ASSEMBLY

NTS — G 14

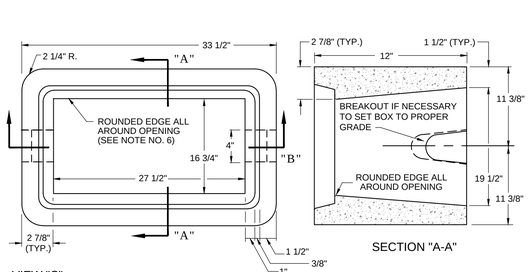


NOTES

1. The meter boxes shall conform to the dimensions of the above drawing and shall be made of Portland cement concrete poured and tamped (or vibrated) in true form.
2. The Portland cement concrete shall be batched in the proper proportions by weight, water, cement, fine aggregate (A.S.T.M. C-33), and course aggregate (3/8" rock). This mix shall be designed to obtain a minimum of 4,000psi at 28 days when tested in accordance with A.S.T.M. C-39. This mix shall be poured at a slump not in excess of six inches (6").
3. Upon the removal of the forms, the meter boxes shall be water cured for seven (7) days or sprayed with a membrane curing compound such as "Hunts Process" or approved equal.
4. The method of sampling and testing of these boxes shall conform to A.S.T.M C-129 and C-140, except that the minimum required strength shall be 4,000psi at 28 days.
5. Meter box lids shall be cast iron and fit flush with top of box and have adequate bearing on seat. When water meter boxes are used in paved areas, subject to vehicular traffic, a traffic rated lid will be used. Lids are to be precut with 1.75" to 2" diameter holes to install automatic meter reading devices.
6. The San Diego Precast Concrete, Inc. model P 4 1/2 water meter box with cast iron lid or equal is an approved model.
7. Apply 1/2" radius (minimum) to edges of box opening in order to prevent worker injury when handling and installing boxes.
8. Use composite water meter vaults in residential subdivisions/mobile home parks. The lids are to be precut with 1.75" to 2" diameter holes to install automatic meter reading devices.
9. Meter boxes should not be installed in sidewalk unless directed by City Engineer.

CONCRETE WATER METER BOX FOR 1" METERS & SMALLER

C.O.Y. NO. 5-152 — NTS — B 14

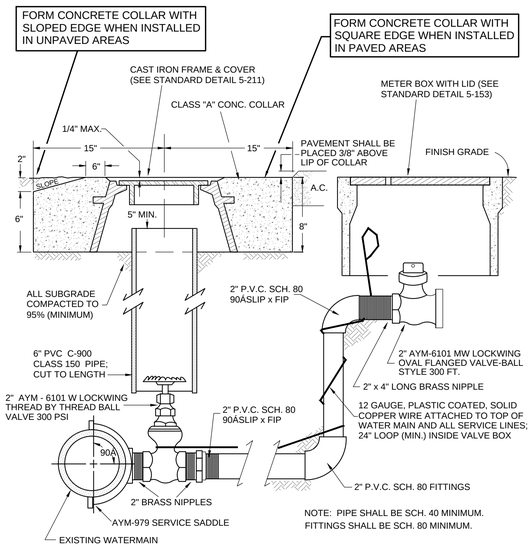


NOTES

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6. The San Diego Precast Concrete, Inc. model P 4 1/2 water meter box with cast iron lid or equal is an approved model.
7. Apply 1/2" radius (minimum) to edges of box opening in order to prevent worker injury when handling and installing boxes.
8. Use composite meter boxes in residential subdivisions/ mobile home parks. The lids are to be precut with a 1.75" to 2.0" diameter hole to install automatic meter reading device.
9. Meter boxes should not be installed in sidewalk unless directed by City Engineer.

CONCRETE WATER METER BOX 1 1/2" & 2" METERS AND 3" TURBINE METERS

C.O.Y. NO. 5-153 — NTS — C 14

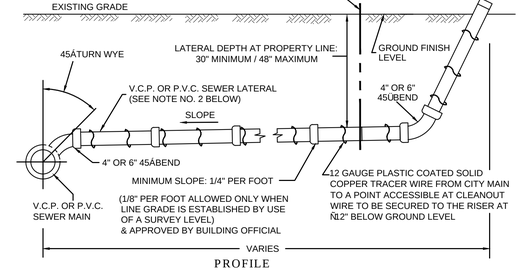


NOTE

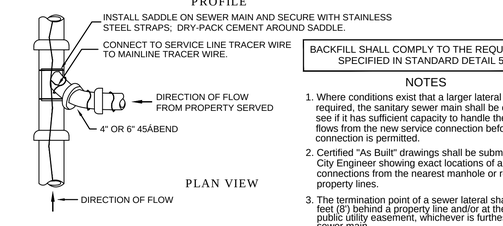
1. Tracer wire shall be required on all service lines between watermain and meter.
2. Meter box to be set adjacent to the public right-of-way line.
3. Water meter boxes that are subject to vehicular traffic must include a traffic rated cast iron lid.
4. Meter boxes are not to be located inside sidewalks.
5. Do not bend or crimp water service line. Use 45Âbends and/or appropriate fittings.
6. On multiple 2" services, saddles shall be at least 24" clear (minimum).
7. All new water service requests 2" and smaller off of an existing water main will be done by City of Yuma utilities personnel.

2" WATER SERVICE

C.O.Y. NO. 5-150 — NTS — E 14



PROFILE



PLAN VIEW

BACKFILL SHALL COMPLY TO THE REQUIREMENTS SPECIFIED IN STANDARD DETAIL 5-080.

NOTES

1. Where conditions exist that a larger lateral than 4" is required, the sanitary sewer main shall be checked to see if it has sufficient capacity to handle the additional flows from the new service connection before the connection is permitted.
2. Certified "As Built" drawings shall be submitted to the City Engineer showing exact locations of all lateral connections from the nearest manhole or recorded property lines.
3. The termination point of a sewer lateral shall be eight feet (8') behind a property line and/or at the back of a public utility easement, whichever is furthest from the sewer main.

LATERAL CONNECTION TO WASTEWATER SYSTEMWITH 45º BEND

C.O.Y. STD. NO. 5-020 — NTS — H 14

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Registered Professional Engineer — 26644 — NAJEH K. EDAIS — Date Signed 11/21/16 — ARIZONA, U.S.A.

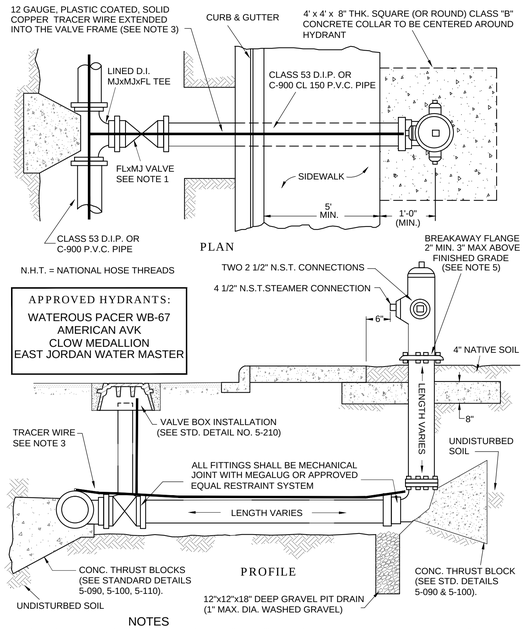
LAS QUINTAS DE SAN LUIS 2 SUBDIVISION

WATER & SEWER DETAILS

SCALE: AS SHOWN	DESIGNED BY: N.K.E.	CHECKED BY: N.K.E.
DATE: JUL. 16	DRAWN BY: STAFF	JOB No. 14-015

SHEET 14

EDAIS Engineering, Inc.
PLANNING · CIVIL · SURVEYING · ARCHITECTURE
3075 S. Ave. 4E — Yuma, Arizona 85365
(928) 344-3566 — FAX (928) 341-1075
EMAIL: EE@Edaisengineering.com

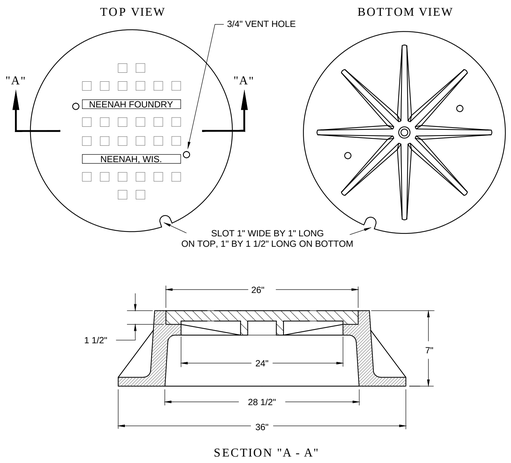


NOTES

1. 4" through 12" gate valves shall be American Darling resilient wedge 80 CSR, Waterous Series 500 resilient wedge, American AVK resilient wedge or Clow resilient wedge.
2. All buried ductile iron pipe must be wrapped with 10mil (minimum) polyethylene plastic wrap.
3. Tracer wire required on line from water main to hydrant.
4. No break-away flange bolts may make contact with soil.
5. Utilize a MJ Gradelock or offset to obtain measurement.

UTILITY LOCATIONS FOR PRINCIPAL ARTERIAL STREETS FIRE HYDRANTS

C.O.Y. STD. NO. 5-120 — NTS — I / 15

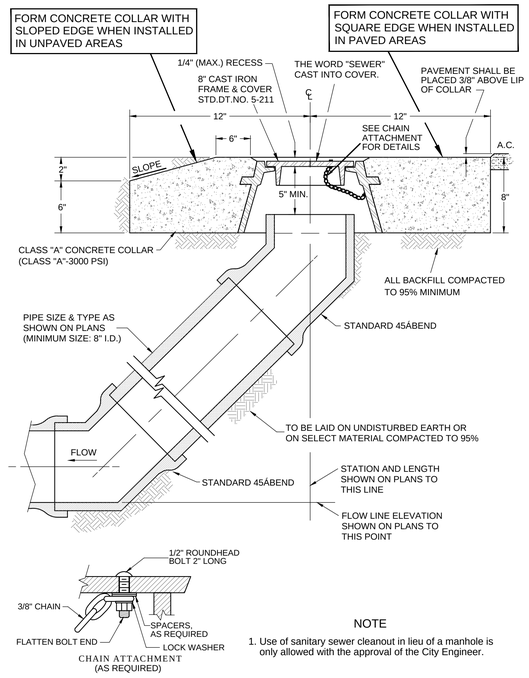


NOTES

1. The top of the cover and frame shall be flush and there shall be 1/8" horizontal clearance all around the frame and cover.
2. All covers shall have the letter "S" cast into it. The letter shall be raised 5/16" and be no less than 2 1/2" high.
3. Covers shall have a minimum of two 3/4" vent holes. Should a manhole be located within 500 feet of an interceptor sewer the vent holes are to be eliminated.
4. Standard manhole covers are the Neenah R-1595, R-1642 or approved equal.

STANDARD MANHOLE FRAME AND COVER

C.O.Y. STD. NO. 5-040 — NTS — K / 15

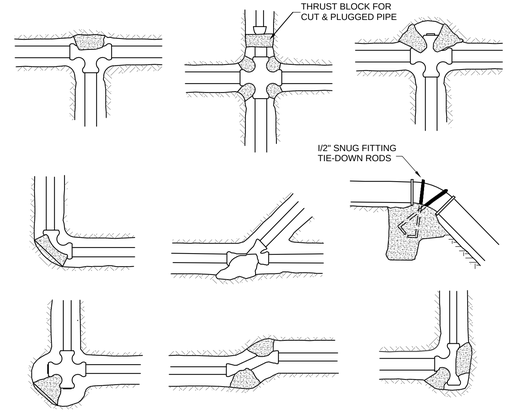


NOTE

1. Use of sanitary sewer cleanout in lieu of a manhole is only allowed with the approval of the City Engineer.

SANITARY SEWER CLEANOUT

MOD. C.O.Y. STD. NO. 5-010 — NTS — M / 15



NOTES

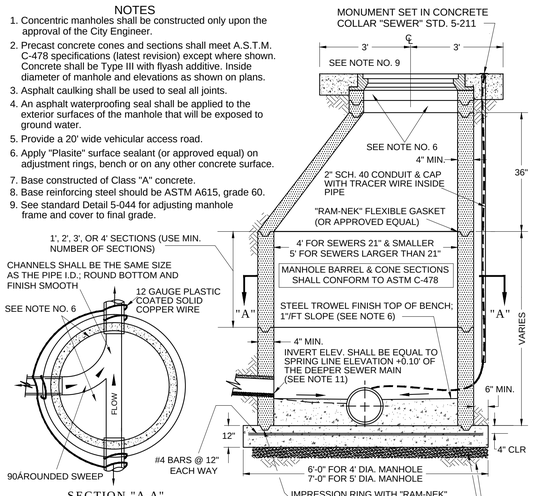
1. See Standard Detail 5-100 for calculating safe bearing areas.
2. All ferrous fittings, pipe, connectors and appurtnances shall receive a 10mil (minimum) polyethylene wrap to prevent direct contact with the soil.
3. Thrust blocks shall consist of Class "B" concrete.
4. Concrete shall not come in direct contact with pipe.
5. 316-stainless steel tie-down rods required for pipe larger than 8".
6. Place a minimum of 8" concrete under all fittings.

TYPICAL THRUST BLOCK INSTALLATION

MOD. C.O.Y. STD. NO. 5-100 — NTS — O / 15

NOTES

1. Concentric manholes shall be constructed only upon the approval of the City Engineer.
2. Precast concrete cones and sections shall meet A.S.T.M. C-478 specifications (latest revision) except where shown. Concrete shall be Type III with flyash additive. Inside diameter of manhole and elevations as shown on plans.
3. Asphalt caulking shall be used to seal all joints.
4. An asphalt waterproofing seal shall be applied to the exterior surfaces of the manhole that will be exposed to ground water.
5. Provide a 20' wide vehicular access road.
6. Apply "Plasite" surface sealant (or approved equal) on adjustment rings, bench or on any other concrete surface.
7. Base constructed of Class "A" concrete.
8. Base reinforcing steel should be ASTM A615, grade 60.
9. See standard Detail 5-044 for adjusting manhole frame and cover to final grade.

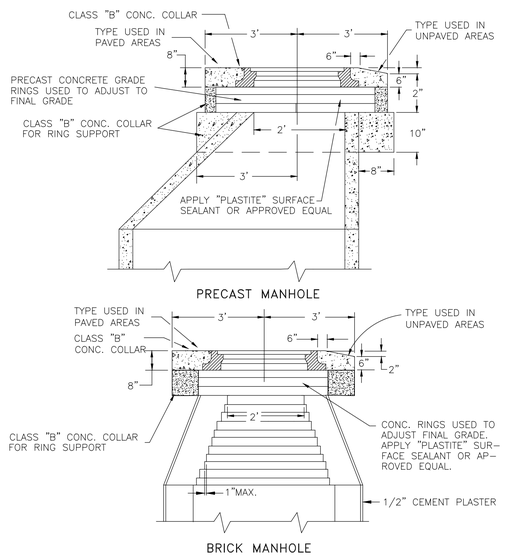


SECTION "A-A"

10. Precast concrete manholes shall have a PVC T-Lock liner, sealed gas tight, as manufactured by Ameron (or approved equal). Liner and interior surfaces shall be spark tested: (applies only to sanitary sewer manholes see Arizona Administrative Code R18-9-E 301.D.3.e Manholes General Permit; Sewage Collection Systems pertaining to Holiday testing).
11. Backfill used to fill manhole excavation shall be a one sack cement per cubic yard of sand slurry mixture, unless otherwise approved.
12. Grout seal around pipe. Match and apply same protective coating on grout as used on the other exposed concrete surfaces (see Note 6).
13. Special details shall be required for: Manholes greater than 40' in depth;at deflection manholes; for multiple pipe penetrations with at least one pipe greater than 21"; or if sewer main is larger than 48" in diameter. Calculations shall be signed/sealed by a registered professional engineer(AZ license) and submitted to the City Engineer for review & acceptance.
14. The PVC pipe needs to be installed inside the manhole. The top 1/3-1/2 portion of the pipe must be cut off a minimum length of 30" to allow CCT camera access. and to accept flow from lateral piping.

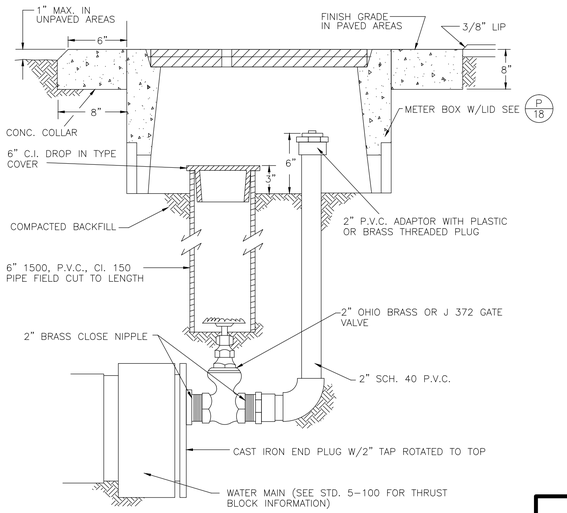
15'-40' DEEP PRE-CAST CONCRETE MANHOLE

MOD. C.O.Y. STD. NO. 5-030 — NTS — J / 15



ADJUST MANHOLE TO FINAL GRADE

NTS — L / 15

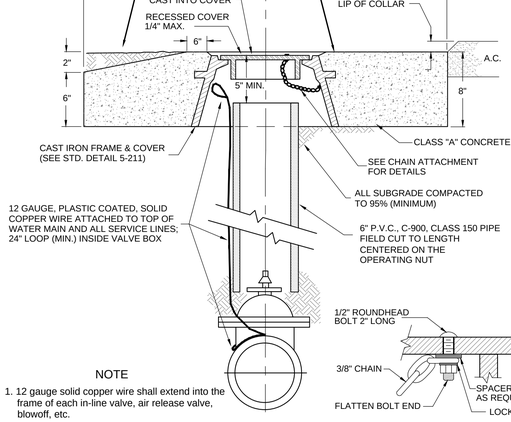


NOTE:

SEE APPROVED PLANS FOR DISTANCE BETWEEN TYPE "B" BLOWOFF & IN-LINE MAIN VALVE.

TEMPORARY BLOWOFF

NTS — N / 15



NOTE

1. 12 gauge solid copper wire shall extend into the frame of each in-line valve, air release valve, blowoff, etc.

VALVE BOX INSTALLATION

MOD. C.O.Y. STD. NO. 5-210 — NTS — P / 15

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

Registered Professional Engineer — 26644 — NAJEH K. EDAIS — Date Signed 7/20/16 — ARIZONA, U.S.A.

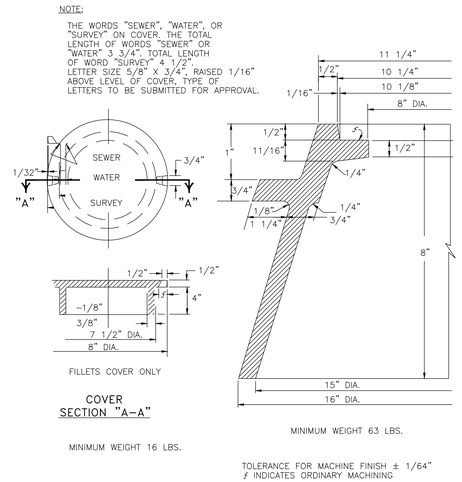
LAS QUINTAS DE SAN LUIS 2 SUBDIVISION

WATER & SEWER DETAILS

SCALE: AS SHOWN	DESIGNED BY: N.K.E.	CHECKED BY: N.K.E.
DATE: JUL. 16	DRAWN BY: STAFF	JOB No. 14-015

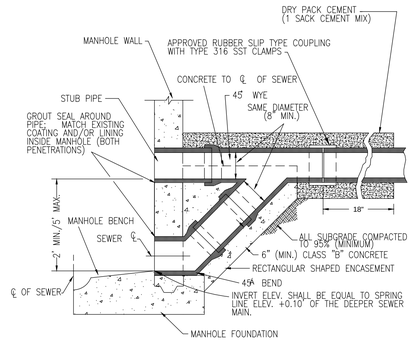
SHEET 15

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



8" C.I. FRAME AND COVER

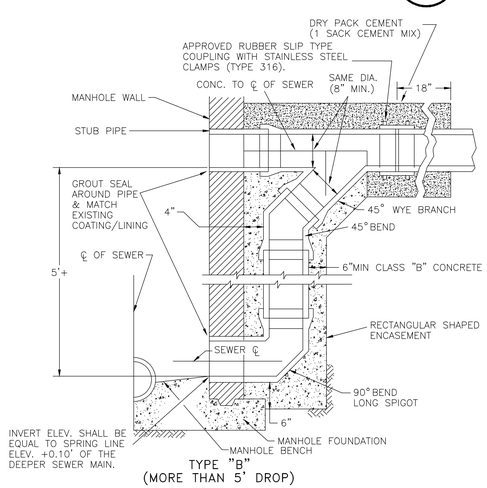
NTS Q 16



TYPE "A"
2' (MIN.) TO 5' (MAX.) DROP

TYPE "A" DROP SEWER CONNECTION

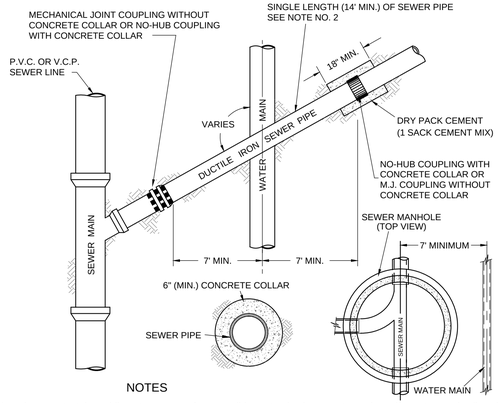
NTS R 16



TYPE "B"
(MORE THAN 5' DROP)

TYPE "B" DROP SEWER CONNECTION

NTS S 16



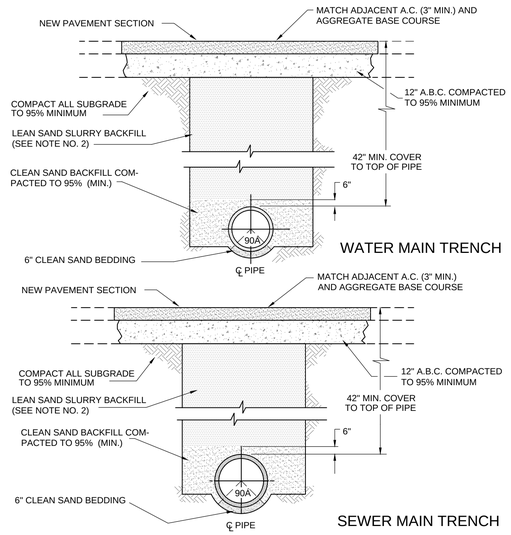
NOTES

1. In order to protect the public water systems from possible contamination, a water main and/or water service line shall not:
   A. Infringe upon an area which is seven (7) feet of either side of a sewer manhole, sewer main or sewer service and shall be below, at the same level as or less than two (2) feet above the top of the sewer line unless extra protection is provided. Extra protection shall consist of constructing the sewer main with mechanical joint ductile iron pipe or with approved no-hub joints encased in a minimum of 6" thick and 18" long concrete collar centered on the joint.
   B. Under any circumstances, infringe upon an area which is two (2) feet of either side or two feet below the sewer line.
2. All new ductile iron pipe shall be no lighter than Class 51 "Sewper Coat" or Pacific States "Protecto 401". Any other brand of D.I.P. shall have an interior coating of fusion bonded epoxy (60 mils thick minimum) and pipe must be approved by the City Engineer before use.
3. All ferrous fittings, pipe, connectors and appurtenances shall receive a 10mil (minimum) polyethylene wrap to prevent direct contact with soil.

TYPICAL WATER & SEWER CROSSINGS

C.O.Y. STD. NO. 5-060

NTS T 16



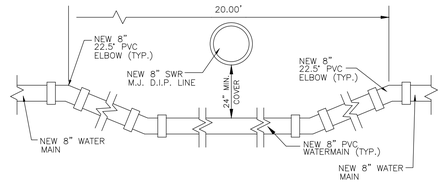
NOTES

1. Native soil may be used for backfill when approved by the City Engineer.
2. Lean sand slurry shall consist of one sack of cement per cubic yard of clean sand.
3. Bedding shown is a minimum standard for shallow trenches and acceptable native base. Exact type of bedding shall be determined by the City Engineer.
4. Ditch sides shall be sloped or shored as required per O.S.H.A. standards.
5. All trenches shall be cold-patched if left open to traffic. All trenches shall be hot-mix paved within two (2) weeks of its excavation.

TYPICAL WATER & SEWER MAIN TRENCH BACKFILL

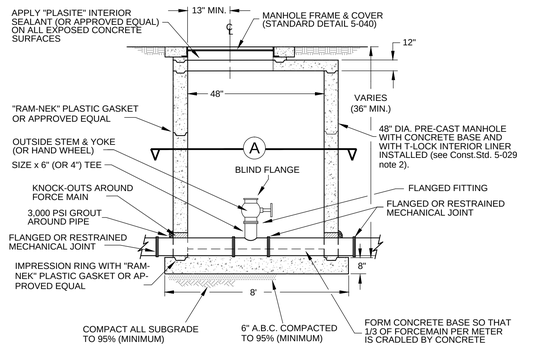
MOD. C.O.Y. STD. NO. 5-080

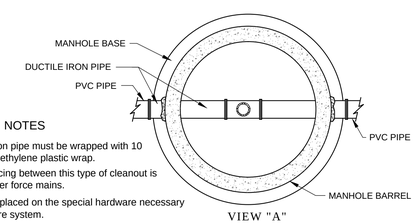
NTS V 16



LOWERING DETAIL OF EXISTING WATER MAIN

NTS X 16





VIEW "A"

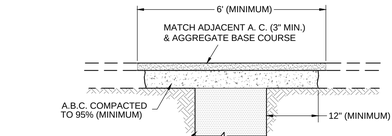
NOTES

1. All buried ductile iron pipe must be wrapped with 10 mil (minimum) polyethylene plastic wrap.
2. The maximum spacing between this type of cleanout is 600' on 8" and larger force mains.
3. Emphasis shall be placed on the special hardware necessary for use in a pressure system.
4. There shall be no pipe joints within two feet (2') of a manhole's exterior wall face.
5. Back fill used to fill manhole excavation shall be a one sack cement per cubic yard of sand slurry mixture.
6. Apply asphalt waterproofing to the exterior surfaces of the manhole. Apply asphalt caulking to seal all joints.
7. Precast concrete manholes shall have a PVC T-Lock liner, sealed gas tight, as manufactured by Ameron (or approved equal). Liner and interior surfaces shall be spark tested:(applies only to sanitary sewer manholes) see Arizona Administrative Code R18-9-E 301 D.3.e Manholes General Permit: Sewage Collection Systems pertaining to Holiday testing.
8. No drains allowed in base.

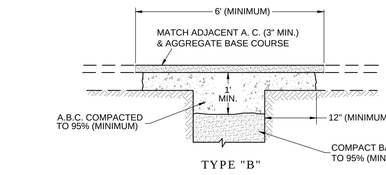
FORCEMAIN PRESSURE CLEANOUT

MOD. C.O.Y. STD. NO. 5-015

NTS Y 16



TYPE "A"



TYPE "B"

NOTES

1. This detail is to be used for trench backfill and pavement replacement.
2. All cut edges shall be sawcut to a true regular line and free of all foreign matter.
3. Edges of asphalt pavement shall be painted with emulsified asphalt or hot asphalt before permanent repair is placed.
4. Type "B" repairs will not be permitted without prior approval of the City Engineer.
5. Asphaltic concrete for pavement repairs shall meet or be equivalent to requirements of the latest Standard Specification published by the City of Yuma.
6. Pavement replacement in State highways or County highways shall be in accordance with ADOT and/or Yuma County requirements.
7. Lean sand slurry shall consist of one sack of cement per cubic yard of clean sand.
8. All trenches shall be cold-patched if left open to traffic prior to hot-mix paving. All trenches shall be hot-mix paved within two (2) weeks from its excavation.

PAVEMENT REPLACEMENT

MOD. C.O.Y. STD. NO. 5-070

NTS Z 16

GENERAL NOTES:

1. UNLESS HEREON REVISED, ALL CONSTRUCTION MATERIALS AND WORK MANSHIP WILL BE IN ACCORDANCE WITH YUMA COUNTY SPECIFICATIONS AND RECOMMENDED DETAILS AND SHALL, WHERE APPLICABLE, BE IN ACCORDANCE WITH ARIZONA DEPARTMENT OF ENVIRONMENTAL QUALITY REGULATIONS.
2. A MINIMUM OF SEVEN FEET SHALL BE MAINTAINED BETWEEN PARALLEL WATER AND SEWER LINES AND WATER AND SEWER SERVICE LINES.
3. SEWER MAINS AND SERVICES SHALL BE CLASS C909 PVC PIPE FOR A DISTANCE OF 7' IN BOTH DIRECTIONS FROM A WATER MAIN OR SERVICE WHEN:
   A. SEWER MAIN OR SERVICE CROSSES LESS THAN 2' BELOW A WATERMAIN OR SERVICE;
   B. WATER MAIN OR SERVICE CROSSES BELOW A SEWER MAIN OR SERVICE. (A MINIMUM OF 24" SEPARATION SHALL BE MAINTAINED VERTICALLY BETWEEN WATER AND SEWER MAINS AND SERVICES).
4. FLANGE BOLTS SHALL BE PROTECTED BY 10 MIL POLYETHYLENE WRAP.
5. WATER MAINS AND VALVES SHALL BE FLUSHED AND DISINFECTED BY THE "GENERAL METHOD" DESCRIBED IN THE 1978 ARIZONA DEPARTMENT OF HEALTH SERVICES ENGINEERING BULLETIN NO. 8.
6. ENGINEERING PERSONNEL SHALL BE PRESENT WHEN WATER MAINS ARE BOTH FLUSHED AND PRESSURE TESTED.
7. ALL TEES, 90 DEGREE ELLS, BENDS, HYDRANTS AND DEAD END PLUGS SHALL BE THRUST BLOCKED WITH CAST-IN-PLACE CONCRETE.
8. NO STREET, WATER AND IMPROVEMENTS TO BE ACCEPTED BY FARWEST WATER & SEWER, INC. FOR MAINTENANCE UNTIL "AS-BUILT", CERTIFIED, REPRODUCIBLE PLANS ARE FILED WITH AND ACCEPTED BY FARWEST WATER & SEWER, INC. ENGINEER.
9. WATER LINES 4" OR LARGER SHALL BE PVC C900 DR 18 CLASS 150.
10. CONTRACTOR WILL PROVIDE THE ENGINEER WITH ALL COUNTY REQUIRED COMPACTION AND CONCRETE TESTS.
11. ALL WATER LINE INSTALLATION MUST MEET OR EXCEED STANDARDS ESTABLISHED IN ADHS BULLETIN NO. 10.
12. ALL PVC WATER DISTRIBUTION PIPES MUST BE APPROVED BY AND SHALL BEAR THE NSF SEAL FOR POTABLE WATER USE.
13. THE OWNER SHALL CONTACT A PROFESSIONAL ENGINEER TO PROVIDE DETAILED CONSTRUCTION INSPECTION SERVICES FOR THE PROPOSED PROJECT. UPON COMPLETION OF THE PROJECT, THE OWNER'S ENGINEER SHALL COMPLETE THE ADEQ "ENGINEER'S CERTIFICATE OF COMPLETION" DOCUMENTATION AND FORWARD SAME TO THE APPROPRIATE OWWOM REGIONAL OFFICE.
14. TYPES OF TAPPING SLEEVE REQUIRED:
   A. FOR SIZE ON SIZE TAP MUELLER TYPE M.J. ENDS REQUIRED.
   B. FOR SMALLER TAP SIZE THAN THE MAIN SIZE, ONE OF THREE TYPES MAY BE USED:
      A. CLOW "O" RING TYPE.
      B. RICH "O" RING TYPE.
      C. MUELLER M.J. TYPE.
   C. MINIMUM TAPPING SLEEVE LENGTH - 18".
15. ACCEPTABLE VALVE LIST:
   ALL VALVES 12" AND UNDER ARE TO BE RESILIENT WEDGE GATE VALVES. THE FOLLOWING VALVES WILL BE ACCEPTED:
   WATEROUS SERIES 500 RESILIENT
   CLOW RESILIENT WEDGE
   AMERICAN DARLING 80 CSR RESILIENT WEDGE.
16. ALL PIPES, FITTINGS, VALVES, COATINGS, ETC. SHALL CONFORM TO NSF STANDARD 61.
17. IF DEAD ENDS ON WATER MAINS CANNOT BE AVOIDED, THEY MUST HAVE BLOW-OFF VALVES (MIN. DIA. 2")

Registered Professional Engineer — Najeh K. Edais — 26844 — Date Signed 11/7/16 — ARIZONA, U.S.A.

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LAS QUINTAS DE SAN LUIS 2 SUBDIVISION

WATER & SEWER DETAILS

SCALE: AS SHOWN	DESIGNED BY: N.K.E.	CHECKED BY: N.K.E.	
DATE: JUL. 16	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: EE@Edaisengineering.com

SHEET 16

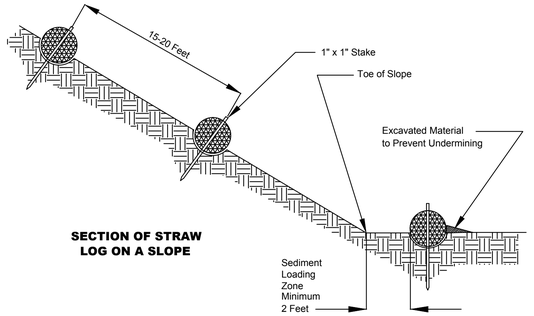
Edais Engineering, Inc.
3075 S. Avenue 4 E
Yuma, Arizona 83365
(928)344-3566
najeh@edaisgroup.com

Las Quintas De San Luis 2

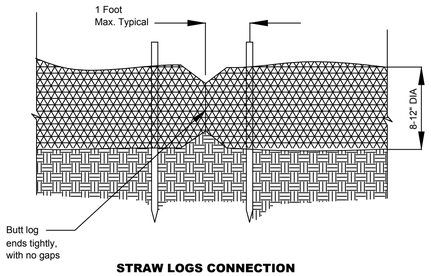
DESIGN & CONSTRUCTION SCHEDULE

January 24, 2017

ITEM	ITEM DESCRIPTION	COMPLETION DATATE
A.)	SWPPP	1/17/2017
B.)	NOI AND FEES (SMART NOI)	1/23/2017
C.)	NOI	1/27/2017
D.)	SEWER DESIGN TO HIGH SCHOOL LIFT STATION	1/31/2017
E.)	ADEQ SUBMITAL	1/31/2017
F.)	PROJECTED ADEQ APPROVAL	3/10/2017
G.)	SITE GRADING	2/24/2017
H.)	WALLS & RETAINING WALLS	3/31/2017
I.)	SEWER SYSTEM	4/28/2017
J.)	WATER SYSTEM	5/26/2017
K.)	UTILITY TRENCING	6/9/2017
L.)	ROAD CONSTRUCTION & STORM DRAIN	7/14/2017
M.)	MISC. ITEMS - SUBDIVISION COMPLETION	8/31/2017



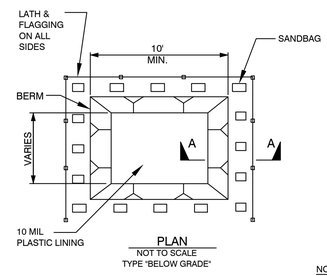
SECTION OF STRAW LOG ON A SLOPE



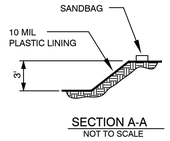
STRAW LOGS CONNECTION

SW

STRAW WATTLES

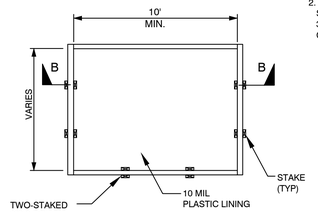


PLAN
NOT TO SCALE
TYPE "BELOW GRADE"

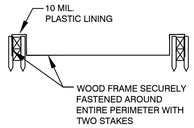


SECTION A-A
NOT TO SCALE

NOTES
1. ACTUAL LAYOUT DETERMINED IN FIELD.
2. THE CONCRETE WASHOUT SIGN SHALL BE INSTALLED WITHIN 30 FT. OF THE TEMPORARY CONCRETE WASHOUT FACILITY.



PLAN
NOT TO SCALE
TYPE "ABOVE GRADE"

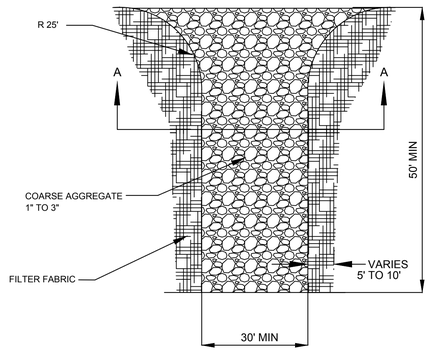


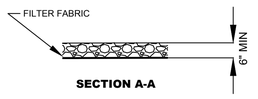
SECTION B-B
NOT TO SCALE

W.A.

CONCRETE WASH AREA

HARD SURFACE
PUBLIC ROAD





SECTION A-A

SCE

STABILIZED CONSTRUCTION EXIT/ENTRANCE



Project Size	1.01 - 9.99 Acres	Over 10 Acres
Sign Size	36"H x 48"W	48"H x 96"W
Developers Name	3"	4"
Project Name	3"	4"
Company Phone Number	3"	4"
Please Call Yuma County....	2.25"	3"

WZS

YUMA COUNTY WORK ZONE IDENTIFICATION SIGN

CONSTRUCTION NOTES

1. AFTER PERMITS HAVE BEEN OBTAINED & EROSION CONTROL MEASURES INSTALLED, THE CONTRACTOR SHALL ROUGH GRADE SITE.
2. CONTRACTOR SHALL PREVENT ANY SILTATION FROM ENTERING ANY STORM SEWER SYSTEM. ALL INLETS & INLET OPENINGS SHALL BE FULLY ENCIRCLED WITH SILT FENCE DURING AND AFTER CONSTRUCTION OF INLET.
3. NO LAND CLEARING OR GRADING SHALL BEGIN UNTIL ALL EROSION CONTROL MEASURES HAVE BEEN INSTALLED.
4. MAINTAIN EROSION CONTROL MEASURES AT ALL TIMES ESPECIALLY BEFORE ANY PREDICTABLE RAIN.
5. THIS PLAN SHALL NOT BE CONSIDERED ALL INCLUSIVE; AS THE CONTRACTOR SHALL TAKE ALL NECESSARY PRECAUTIONS TO PREVENT SOIL SEDIMENT FROM LEAVING THE SITE. THIS PLAN IS INTENDED TO BE UPDATED BY A QUALIFIED PERSON AS CONSTRUCTION ACTIVITIES PROCEED. METHODS OF EROSION CONTROL SHALL BE TAKEN FROM "DRAINAGE DESIGN FOR MARICOPA COUNTY, ARIZONA, VOLUME III EROSION CONTROL".
6. CONTRACTOR SHALL COMPLY WITH ALL STATE AND LOCAL ORDINANCES THAT APPLY.
7. ADDITIONAL EROSION AND SEDIMENT CONTROL MEASURES WILL BE INSTALLED IF DEEMED NECESSARY BY ON SITE INSPECTION.
8. LAND DISTURBING ACTIVITIES SHALL NOT COMMENCE UNTIL APPROVAL TO DO SO HAS BEEN RECEIVED BY GOVERNING AUTHORITIES.
9. IF INSTALLATION OF STORM DRAINAGE SYSTEM SHOULD BE INTERRUPTED BY WEATHER OR NIGHTFALL, THE PIPE ENDS SHALL BE COVERED WITH FILTER FABRIC.
10. ALL EXISTING STRUCTURES, FENCING, TREES, AND ETC., WITHIN CONSTRUCTION AREA SHALL BE REMOVED AND DISPOSED OF OFF SITE. ANY BURNING ON SITE SHALL BE SUBJECT TO LOCAL ORDINANCES.
11. CONTRACTOR SHALL BE RESPONSIBLE TO TAKE WHATEVER MEANS NECESSARY TO ESTABLISH PERMANENT SOIL STABILIZATION.
12. CONTRACTOR TO IDENTIFY ON PLAN AREAS THAT HAVE REACHED FINAL STABILIZATION.

DRAWINGS ISSUE RECORD:

DATE:

DAHL, ROBINS & ASSOCIATES, INC.
1560 S. 5th Avenue
Yuma, AZ 85364
Phone: (928) 819-0825
Fax: (928) 819-0826
www.dahlrobins.com

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LAS QUINTAS DE SAN LUIS 2 SUBDIVISION

WEST OF AVE H SOUTH SIDE OF CO. 22ND STREET
SAN LUIS, ARIZONA

SWPPP DETAILS

Registered Professional Engineer (Civil)
CERTIFICATE NO.
23218
KEVIN A. DAHL
Date Signed 1/17/17
Arizona, U.S.A.
Expires 9/30/2017

DATE:	JAN 2017
SURVEYED BY:	EDIAS
DESIGNED BY:	SRM
DRAWN BY:	DRA
CHECKED BY:	KAD
PROJECT NO.:	16284
SHEET	OF
3	3

1/17/2017 9:49 AM
Z:\Dwg\2016\16284\drawings\SWPPP 02.dwg

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 25th day of May, 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 25th day of May, 2016 ("**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 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, Nieves Riedel

By: _____
Its: OWNER

ATTEST:

By: _____
City Clerk

APPROVED AS TO FORM:

Kay Marion Macnil
City Attorney

STATE OF ARIZONA)
) ss.
County of Yuma)

The foregoing instrument was acknowledged before me this 9th day of June, 2016 by Gerardo Sanchez, Mayor of the City of San Luis, Arizona, a municipal corporation.



Melissa Lopez
Notary Public

My Commission Expires: 5/10/2018

STATE OF ARIZONA)
) ss.
County of Yuma)

The foregoing instrument was acknowledged before me this 9th day of June, 2016, by Nieves Riedel, on behalf of Nieves Riedel an owner.



Melissa Lopez
Notary Public

My Commission Expires: 5/10/2018

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

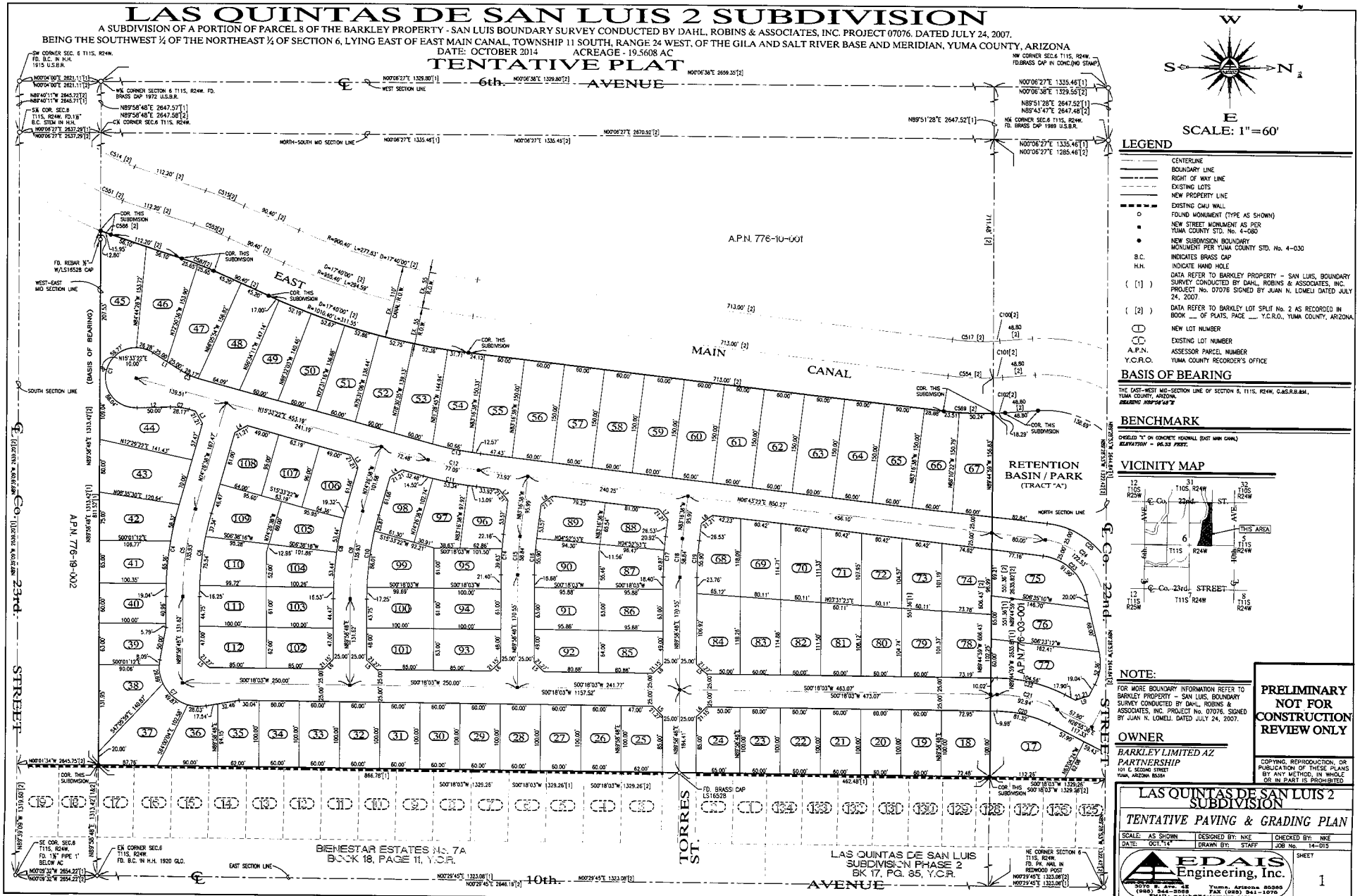
LAS QUINTAS DE SAN LUIS 2 SUBDIVISION

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



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°56'48"E

BENCHMARK

CHISELED "X" ON CONCRETE HEADWALL (EAST MAIN CANAL)
ELEVATION = 195.33 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.
3070 S. Ave. 3E Yuma, Arizona 85365
(928) 344-3060 FAX (928) 341-1070
EMAIL: ralph@edaisengrinc.com

SHEET 1

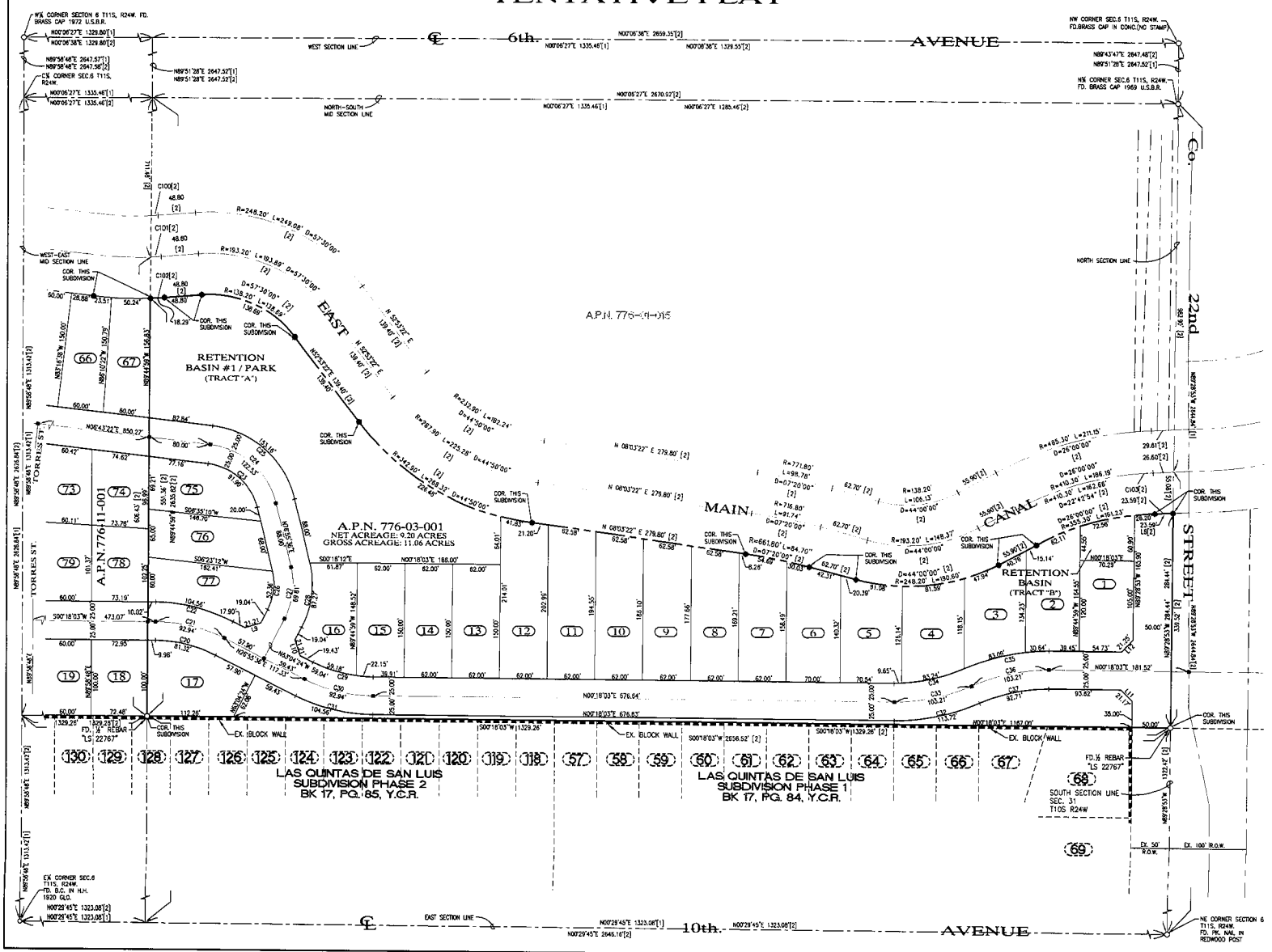
Conceptual Plan
Development Agreement- Las Quintas de San Luis II Exhibit B

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
- 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.
- NEW LOT NUMBER
- EXISTING LOT NUMBER
- A.P.N. ASSESSOR PARCEL NUMBER
- Y.C.R.O. YUMA COUNTY RECORDER'S OFFICE

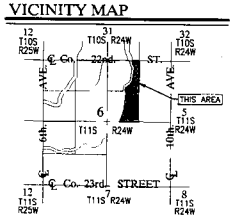
BASIS OF BEARING

THE EAST-WEST MID-SECTION LINE OF SECTION 6, T11S, R24W, G.&S.R.B.&M., YUMA COUNTY, ARIZONA.
BEARING N89°54'40"E

BENCHMARK

CHISELED "X" ON CONCRETE HEADWALL (EAST MAIN CANAL)
ELEVATION = 85.33 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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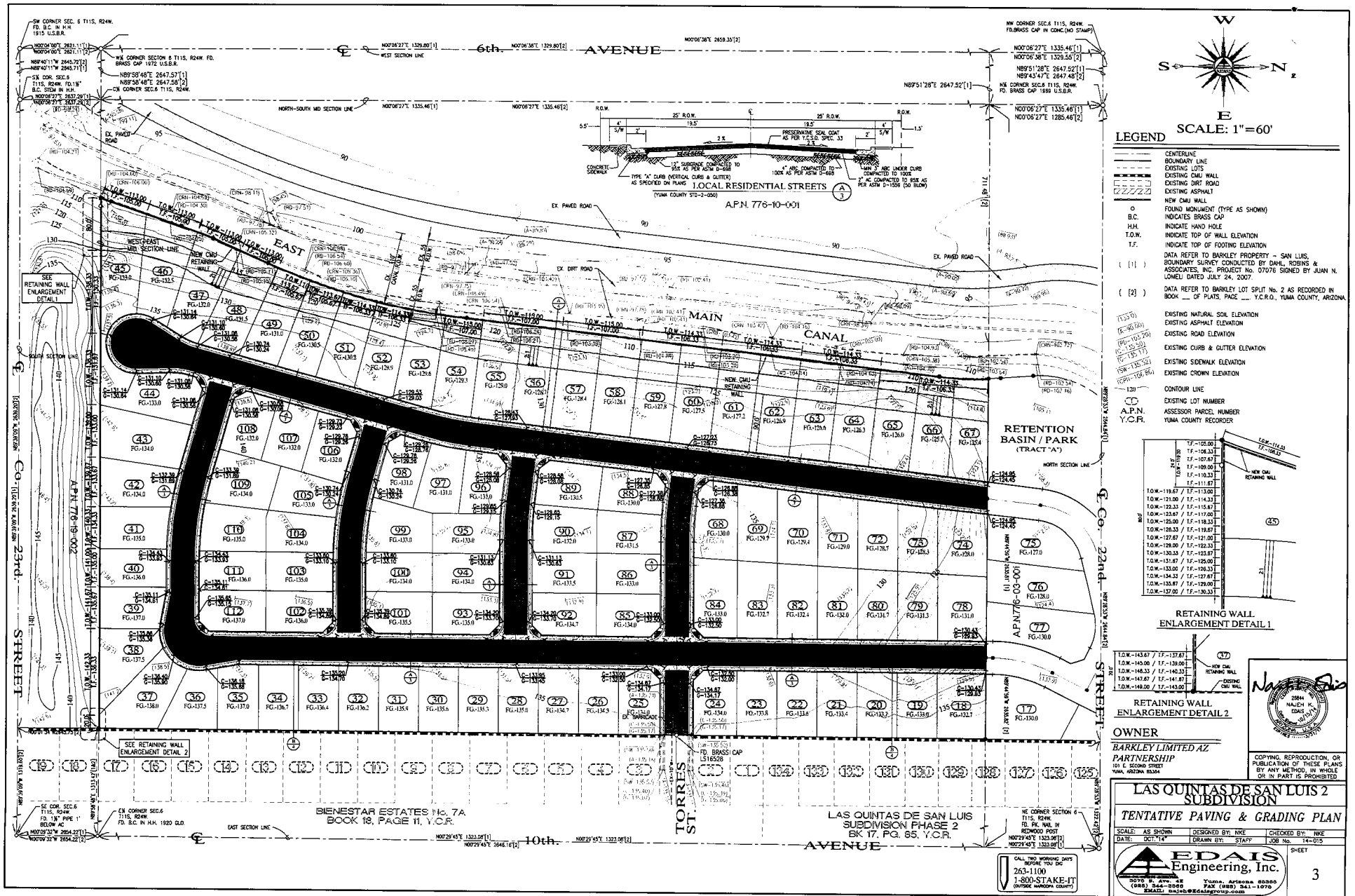
LAS QUINTAS DE SAN LUIS 2 SUBDIVISION

TENTATIVE PAVING & GRADING PLAN

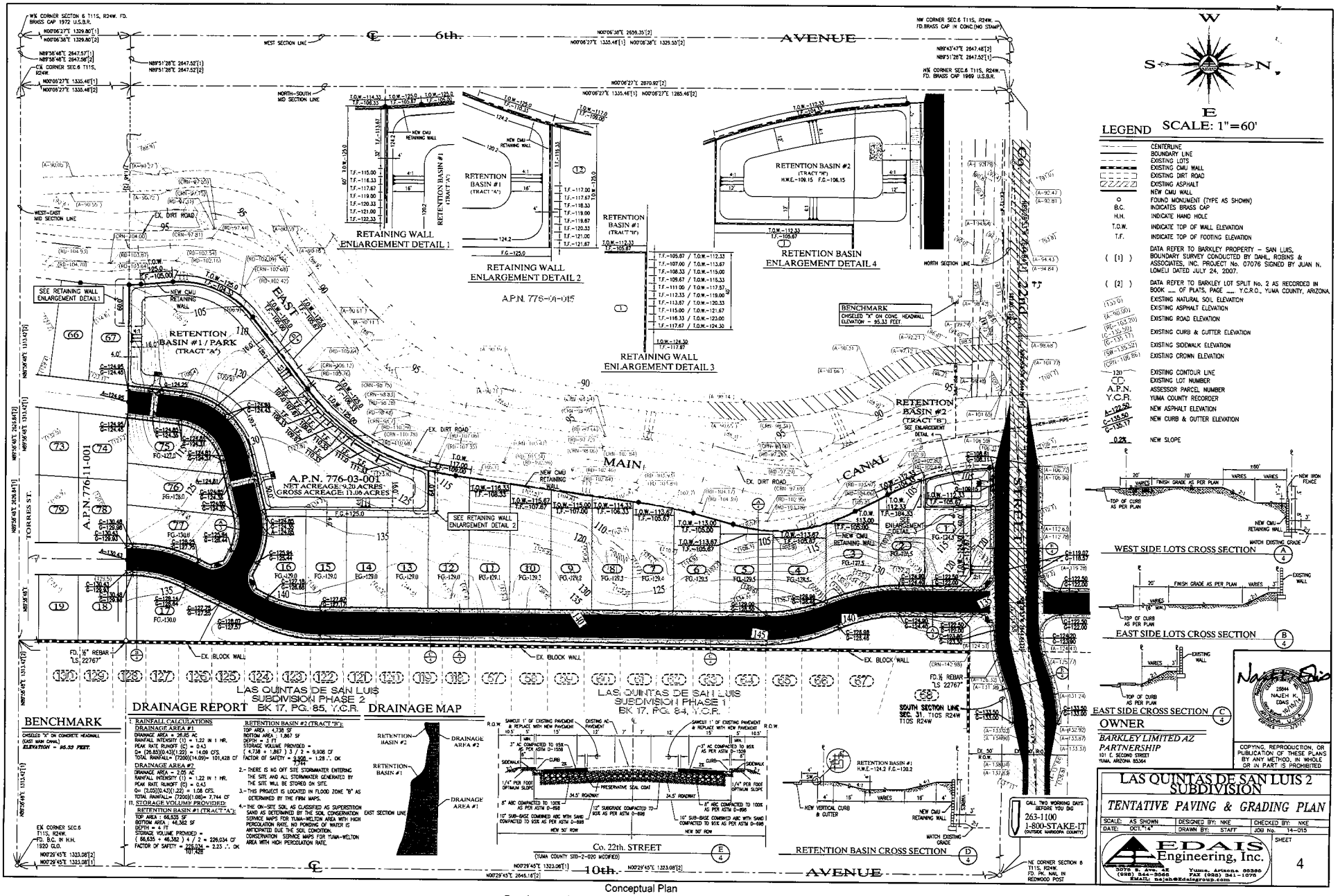
SCALE: AS SHOWN	DESIGNED BY: NKE	CHECKED BY: NKE	
DATE: OCT. '14	DRAWN BY: STAFF	JOB No. 14-015	

EDAIS Engineering, Inc.
3070 S. Ave. 4E Yuma, Arizona 85365
(928) 344-3565 FAX (928) 341-1078
EMAIL: najeh@edaisgroup.com

SHEET 2



Conceptual Plan
Development Agreement- Las Quintas de San Luis II Exhibit B



LEGEND

SCALE: 1"=60'

- CENTERLINE
- BOUNDARY LINE
- EXISTING LOTS
- EXISTING CMU WALL
- EXISTING DIRT ROAD
- EXISTING ASPHALT
- NEW CMU WALL
- o 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
- (130.00) EXISTING NATURAL SOIL ELEVATION
- (A-130.00) EXISTING ASPHALT ELEVATION
- (RC-130.00) EXISTING ROAD ELEVATION
- (C-130.00) EXISTING CURB & GUTTER ELEVATION
- (SW-130.00) EXISTING SIDEWALK ELEVATION
- (CRN-100.00) EXISTING CROWN ELEVATION
- 130 EXISTING CONTOUR LINE
- CD. EXISTING LOT NUMBER
- A.P.N. ASSESSOR PARCEL NUMBER
- Y.C.R. YUMA COUNTY RECORDER
- A-122.50 NEW ASPHALT ELEVATION
- C-135.50 C-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)

RETENTION BASIN CROSS SECTION (D 4)

Co. 22th. STREET (E 4)

BENCHMARK

CHISELED "X" ON CONCRETE HEADWALL (EAST MAIN CANAL)
ELEVATION = 95.33 FEET.

DRAINAGE REPORT

I. RAINFALL CALCULATIONS

DRAINAGE AREA #1
DRAINAGE AREA = 26.85 AC
RAINFALL INTENSITY (I) = 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 = 2.65 AC
RAINFALL INTENSITY (I) = 1.22 IN 1 HR.
PEAK RATE RUNOFF (C) = 0.43
Q= (2.65)(0.43)(1.22) = 1.08 CFS.
TOTAL RAINFALL= (7200)(1.08)= 7,744 CF

II. STORAGE VOLUMN PROVIDED:

RETENTION BASIN #1 (TRACT "A"):
TOP AREA = 66,535 SF
BOTTOM AREA = 46,362 SF
DEPTH = 7'
STORAGE VOLUME PROVIDED =
(66,535 + 46,362) 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 = 7'
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

RETENTION BASIN #2
DRAINAGE AREA #2
RETENTION BASIN #1
DRAINAGE AREA #1

OWNER

BARKLEY LIMITED AZ PARTNERSHIP
101 E. SECOND STREET
YUMA, ARIZONA 85364

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

NAJEH K. EDAIS
25644
EDAIS ENGINEERING, INC.
YUMA, ARIZONA, U.S.A.
COPYING, REPRODUCTION, OR PUBLICATION OF THESE PLANS BY ANY METHOD, IN WHOLE OR IN PART IS PROHIBITED

LAS QUINTAS DE SAN LUIS 2 SUBDIVISION

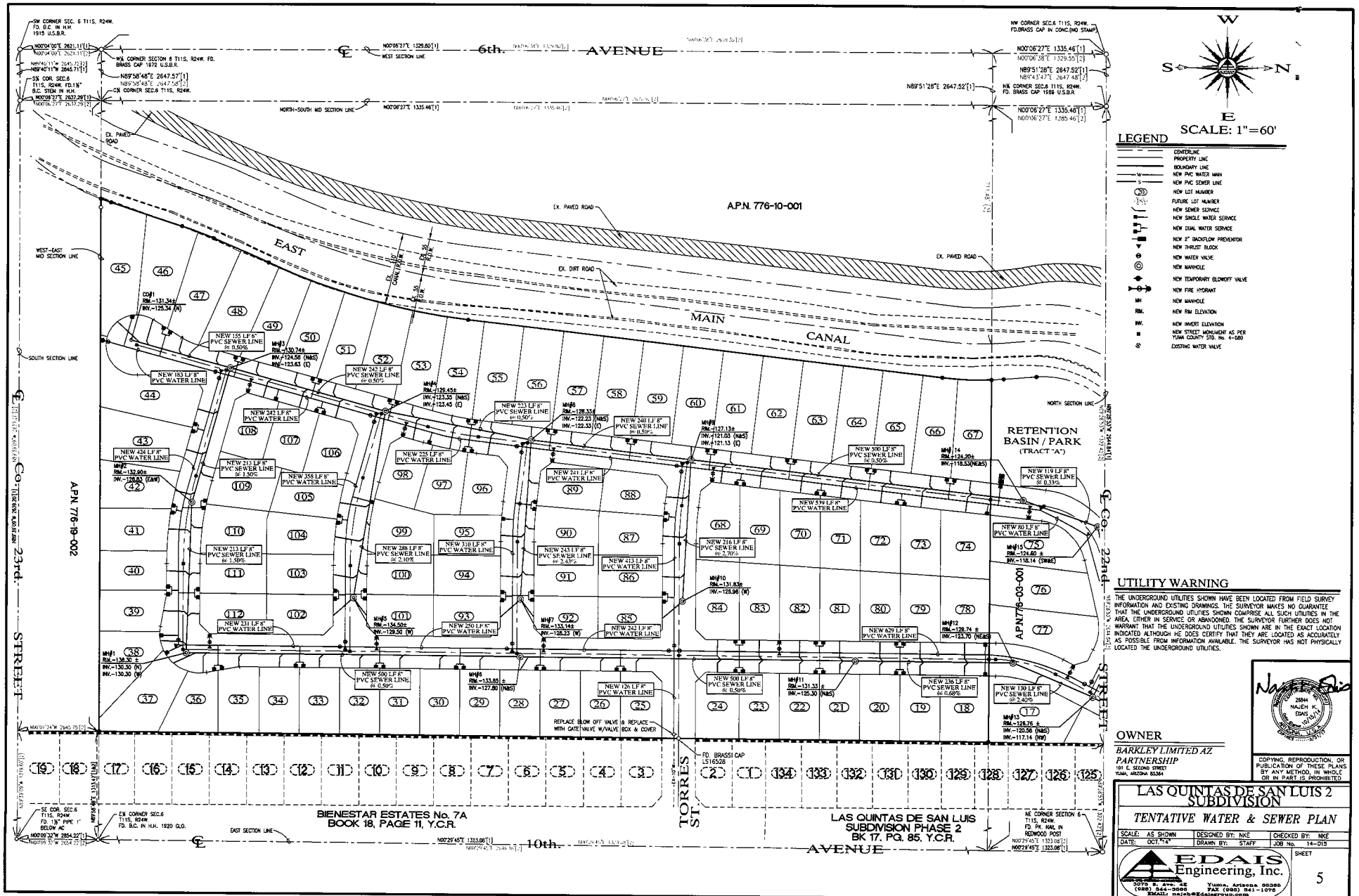
TENTATIVE PAVING & GRADING PLAN

SCALE: AS SHOWN	DESIGNED BY: NKE	CHECKED BY: NKE	
DATE: OCT. '14'	DRAWN BY: STAFF	JOB No. 14-015	

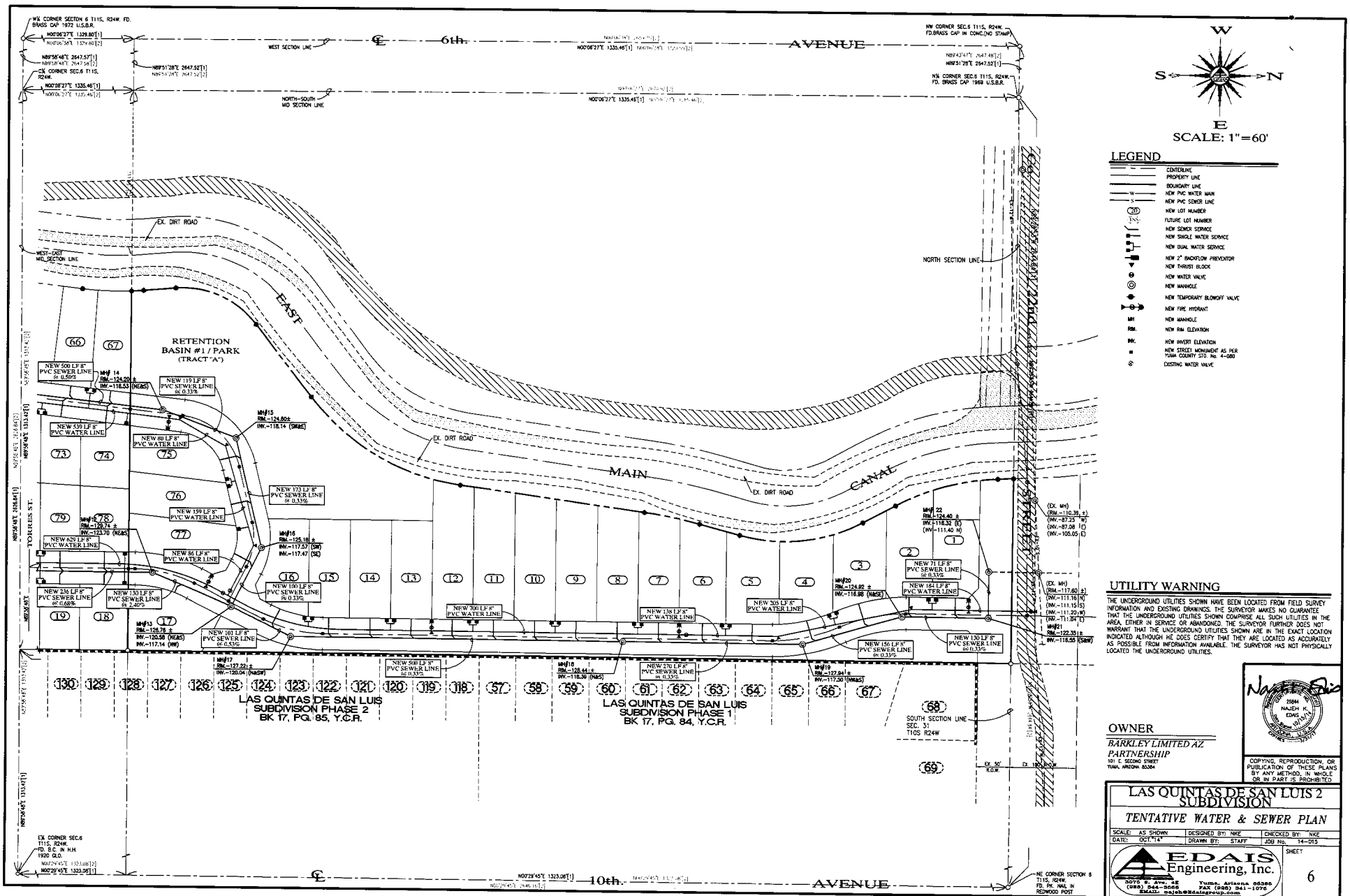
EDAIS Engineering, Inc.
2070 S. Ave. 3E Yuma, Arizona 85365
(928) 344-3565 FAX (928) 341-1075
Email: najeh@edaisgroup.com

SHEET 4

Conceptual Plan
Development Agreement- Las Quintas de San Luis II Exhibit B



Conceptual Plan
Development Agreement- Las Quintas de San Luis II Exhibit B



SCALE: 1"=60'

LEGEND

- CENTERLINE
- PROPERTY LINE
- BOUNDARY LINE
- NEW PVC WATER MAIN
- NEW PVC SEWER LINE
- (20) NEW LOT NUMBER
- (FN) 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

Najeh Edais
25844
NAJEH K. EDAIS
01/31/15
REGISTERED PROFESSIONAL ENGINEER
ARIZONA U.S.A.

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.
3070 S. Ave. 4E, Yuma, Arizona 85365
(928) 343-3068 FAX (928) 341-1076
EMAIL: najeh@edaisgroup.com

SHEET 6

Conceptual Plan
Development Agreement- Las Quintas de San Luis II Exhibit B

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



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 _____ Date 2/17/2015

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:

Soma Cornelio
City Clerk

2/18/2015
Date

Approved as to Form:

~~Glenn Gimbut~~ Kay Marion Macuil
Asst. City Attorney

2-18-2015
Date

Conditions for Final Plat Approval

The following conditions shall be met prior to final plat recording and prior to start of construction.

I. Erosion Control

A. Master Plan for Subdivision

Developer will submit a designed master plan prepared and sealed by an Arizona licensed engineer, (hereinafter the "Master Plan"), subject to approval of the City Engineer, the City Building Official, and the Public Works Director, that will provide erosion control for the entirety of the natural slope, both developed and undeveloped, for the entire subdivision. This Master Plan may include site-specific alternatives. No building permit for development of the subdivision, or any of the lots contained therein, will be issued until a Master Plan has been approved by the City Engineer, the City Building Official and the Public Works Director.

This Master Plan will include designs for erosion control of the subdivision and each lot, including cuts and fills, and will provide for erosion control for all phases of construction, including development of homes on lots while other lots are undeveloped. No lot will be permitted to be developed and no building permit will be issued for development, without strict adherence to the Master Plan, and the erosion control for that lot as provided in said plan. The Master Plan will show in sufficient detail the existing grade and the finished grade in contour intervals of sufficient clarity to indicate the nature and extent of the work and show in detail that it complies with the requirements of Appendix J of the 2003 *International Building Code*, which appendix is adopted by this reference as though fully set forth again in full as a required condition. The Master Plan shall include measures required of Developer or such persons or entities building homes within the subdivision to insure that no erosion will occur nor will any soil or other material flow onto neighboring properties adjacent to the subdivision during any phases of construction and development of the subdivision, the lots, or any homes or other structures built thereon.

B. Restrictive Covenant

Developer shall draft to the City's satisfaction and record a restrictive covenant on the land of the subdivision and the individual lots contained therein requiring all development of the lots to strictly adhere to the Master Plan at the time of recording the plat. This restrictive covenant shall run with the land and will be for the benefit of all owners of lots within the subdivision and any adjacent properties to the subdivision. An exhibit to this restrictive covenant shall list all of the adjacent properties to the subdivision. It shall be able to be enforced by any property owner within the subdivision and any person with an

interest in property adjacent to the subdivision. The restrictive covenant shall require all lot owners within the subdivision to maintain, fix, repair, or replace all improvements required by the Master Plan for erosion control on their respective lot, in perpetuity, or until conditions on the land have changed by re-grading or some other change so as to eliminate any appreciable risk of future erosion. Said restrictive covenant shall provide for an award of attorney's fees to a successful plaintiff in any litigation to enforce said restrictive covenant, the Master Plan, or in any action for damages due to erosion. The restrictive covenant shall provide that it may be enforced by the City of San Luis. The definitions contained within Appendix J shall apply to this condition.

C. Licensed Engineer's Opinion and Insurance Coverage

The Master Plan shall be stamped by a professional engineer licensed by the State of Arizona who shall agree to the conditions for erosion control in full and give the opinion that the Master Plan will prevent erosion along the slope and will protect all properties within the subdivision and all properties adjacent to the subdivision from erosion at all times from the development of and any development within the subdivision. This opinion shall be referenced on the plat and recorded with the plat. Said licensed professional engineer shall provide the City of San Luis evidence of appropriate errors and omissions coverage of at least $1,000,000.00. Any deviation from the Master Plan shall amend the Master Plan and shall be prepared by a professional engineer licensed by the State of Arizona who shall give the opinion that the change integrates with the Master Plan and shall also give the opinion that the change will protect all properties within the subdivision and all properties adjacent to the subdivision at all times from the development of and any development within the subdivision. The amended Master Plan shall be subject to the approval of the City Engineer, the City Building Official, and the Public Works Director. If the amended Master Plan is approved, it shall be recorded with the opinion of the professional engineer. Said licensed professional engineer shall provide the City of San Luis evidence of appropriate errors and omission coverage of at least $1,000,000.00.

II. Wastewater Utility Service Gravity Feed Connection

The wastewater utility service shall have a gravity feed connection for wastewater utility service to the subdivision. The gravity feed connection for the waste water shall include but shall not be limited to the following:

1. design and construction as approved by the City Engineer and Public Works Director,
2. the exact location,
3. proof of easement or right of way as may be needed as determined by the Public Works Director and upon such terms and conditions as approved by the City Attorney, and
4. Arizona Department of Environmental Quality (ADEQ) approval.

III. Storm Water Plan

Developer shall provide a storm water pollution prevention plan for both development of the subdivision and after development. Said plan shall be approved by the City Engineer and the Yuma County Water Users Association.

IV. Comply with City Comments

Developer shall comply with all City comments on the plat, on the construction drawings, on the erosion control master plan, on the utility connections, and on the plans for the wastewater utility service gravity feed line and connection after thorough City review.

V. Formation of Districts

Developer shall submit appropriate signed petitions for formation of a community facilities district, an enhanced municipal services district, and a street lighting improvement district. The formation of the street lighting improvement district shall include all street lights being erected in conjunction with this subdivision.

VI. Comply with Traffic Study

Developer shall construct all improvements required as part of the Traffic Study (provided to the Developer on or about October 12, 2016). Developer shall follow the recommendations of Douglas Nichols, P.E. dated November 4, 2014.

VII. Comply with the Development Agreement

Developer shall comply with the Development Agreement dated May 25, 2016.

DECLARATION OF RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS

That RIEDEL HOLDINGS, L.L.C., an Arizona LIMITED LIABILITY COMPANY, as Owner of the following described property:

Lots 1 through 113, Las Quintas de San Luis 2 Subdivision, according to Book ___ of plats, page ___, records of Yuma County, Arizona.

Hereby declares the following restrictions shall apply to all of the properties described above and that all conveyance of said Lots hereafter made shall be subject to the following covenants, stipulations and restrictions.

1. No Lot or portion thereof shall be used for other than residential purposes.

2. All building setbacks shall be in accordance with current City zoning regulations.

3. None of said Lots shall be re-subdivided into smaller Lots nor conveyed in less than the original full dimensions of such Lots as shown on the plat of said subdivision, provided however, that this restriction shall not prevent the conveyance of a part of a Lot to an adjacent owner, but such conveyance shall not constitute more than one half of the original Lot. The minimum lot size shall remain 6000 square feet.

4. None of said Lots shall be used for residential purposes prior to the installation in said residence of water and flush toilets, and all bathrooms, toilets or sanitary conveniences shall be inside the building permitted hereunder.

5. No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall be kept in sanitary containers. All incinerators or other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition, and at a distance no closer than 12 feet to any side line, or 30 feet to any street line.

6. No noxious or offensive activity shall be carried on or upon any Lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. No commercial poultry or livestock shall be kept on any Lot. The usual household pets may be kept. No cows, horses, rabbits, poultry or any domestic livestock or fowl shall be kept on any Lot at any time.

7. No house trailer, tent, shack or similar structure of any temporary nature, shall be erected, maintained or used on any Lot at any time, either temporarily or permanently as a residence. No building shall be erected, altered, place or permitted to remain on any Lot other than one single-family dwelling not to exceed (2) stories in height and a private garage. Lots 1 thru 41 as shown on the subdivision plat shall be single story not to exceed 15 feet at the roof ridge.

8. No residential dwelling unit shall be constructed on any Lot, which has less than 800 square feet or floor area, exclusive of porches and garages.

9. All construction shall be new" and shall be of quality commensurate with the size of the building and the aesthetic values involved. Before building, Lot owner must have the general building plans inspected and passed by the original sub-divider. If a Lot owner, after applying to the original sub-divider or a committee ("Architectural Control Committee") appointed by the original sub-divider as specified above, has not received written notification of the disapproval of his plans within 30 days from the time of his/her application for approval was delivered to the original sub-divider or the committee, then it shall be deemed that he has approval of the original sub-divider or of the committee.

10. No hedge or fence shall be maintained or permitted over 2 1/2 feet high across the front of any Lot.

11. That finished floor elevations shall be a minimum of six (6) inches above the centerline of the adjacent streets.

12. All lots shall have front yards landscaped within 60 days of the purchase of residence.

13. To help enhance the traditional horizontal desert scape, roofs will be low pitch roofs made of gravel or color-coordinated membrane, clay or concrete tiles or certain non-reflective metals are encouraged. Wood and/or asphalt shingles or shakes, and materials which imitate other materials or reflective materials are prohibited. The Sub-divider or Architectural Control Committee may grant a variance from the above if, in its sole judgment, the design is compatible with the surrounding areas.

14. Lots within the subdivision plat shall strictly adhere to the erosion control Master Plan as approved by the City of San Luis and recorded at the Records of Yuma County. The City of San Luis, any property owner within the subdivision, and any person with any interest in property adjacent to the subdivision shall be able to enforce adherence to the erosion control Master Plan. The adjacent properties benefited by this covenant are identified by their Arizona Parcel Numbers as maintained by the Yuma County Assessor on the date of the recording of this Declaration of Restrictions and such other properties as shown on Exhibit A attached hereto. A successful plaintiff in an action seeking to enforce the requirements of the Master Plan, the condition of approval of the subdivision plat

by the City of San Luis relating to the Master Plan for erosion control, this restrictive covenant, or to recover damages as a result of erosion shall be entitled to an award of reasonable attorney's fees. All lot owners within the subdivision shall maintain, fix, repair, or replace all improvements required by the Master Plan for erosion control on their respective lot, in perpetuity. The definitions contained within Appendix J of the 2003 International Building Code shall apply to this restrictive covenant and condition.

Save and except for restrictive covenant No. 14, which covenant shall run with the land in perpetuity, the foregoing restrictions were made for the benefit of the lots herein described and are to run with the land, and shall be binding until January 1, 2040, at which time said covenants shall be automatically extended for successive periods of five (5) years unless by a majority of the then individual owners, it is agreed to change the said covenants in whole or in part.

If any person shall violate or attempt to violate any of the restrictions herein, in addition to the provisions of restrictive covenant No. 14, it shall be lawful for any other person or persons owning any other Lot, or any in said subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such restriction and either to prevent him or them from so doing or to recover damages for such violations restrictive covenants, or any one or more of them, shall not affect the lien of any mortgage now of record, of which hereafter may be placed of record, upon said tract or any part thereof.

Should any of the restrictions herein or any sentence, clause, phrase or portion thereof be held invalid or void, such decision shall not affect the validity of the remaining restrictions or portions thereof.

[Signature page follows on the next page]

Dated this ____ day of _____ 2017.

RIEDEL HOLDINGS, L.L.C.,
an Arizona LIMITED LIABILITY COMPANY

_____
By: Nieves Garcia Riedel, Managing Member

STATE OF ARIZONA)
)ss.
COUNTY OF YUMA)

This document was acknowledge before me this _____ day of _____, 2017 by Nieves Garcia Riedel, Managing Member of RIEDEL HOLDINGS, L.L.C., an Arizona LIMITED LIABILITY COMPANY signing on behalf of the Company

Notary Public

_____

My commission Expires _____

Kay Macuil

From: Charlie Alm <calm@barkleyag.com>
Sent: Monday, January 23, 2017 5:23 PM
To: Kay Macuil
Cc: Tadeo A. DeLaHoya; Kevin A. Dahl, P.E. R.L.S.; Toby Jones; Imngwr@aol.com
Subject: RE: Understanding for Right of Way for Construction of Wastewater Line

Dear Ms. Macuil,

Per our telephone conversation this morning, Mr. Barkley will agree to consider the request for easement provided the developer pay Mr. Barkley's legal expenses in an amount not to exceed $2,500.

Regards,

Charlie Alm

Vice President & General Counsel
Barkley Ag Enterprises, LLP
Office: (480) 994-3318
Cell: (480) 528-0915
calm@barkleyag.com



If the reader of this message is not the intended recipient or the employee or agent responsible to deliver it to the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited. If you have received this communication in error, please immediately notify us by telephone (480-994-3318), and delete the original message.

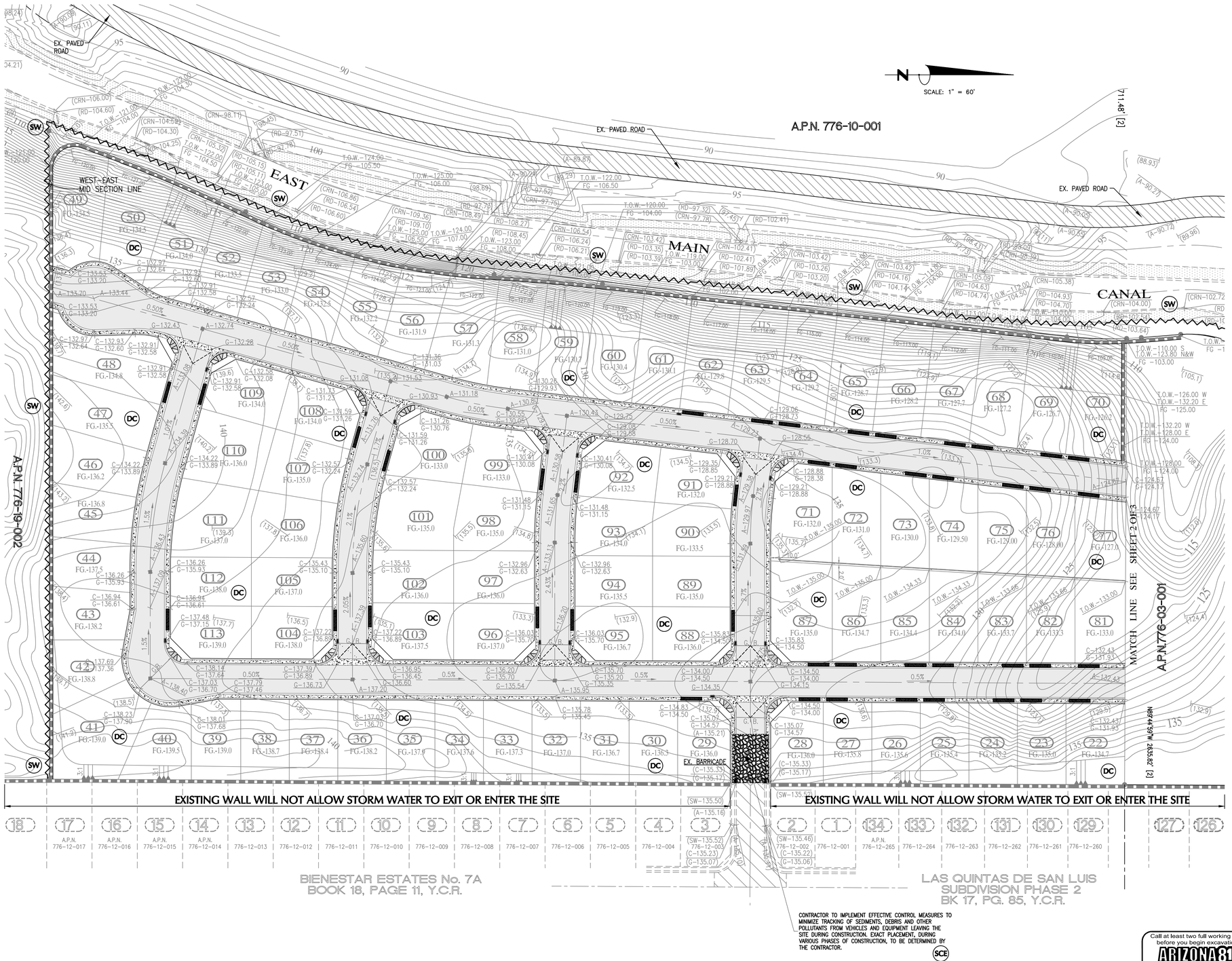
Edais Engineering, Inc.
3075 S. Avenue 4 E
Yuma, Arizona 83365
(928)344-3566
najeh@edaisgroup.com

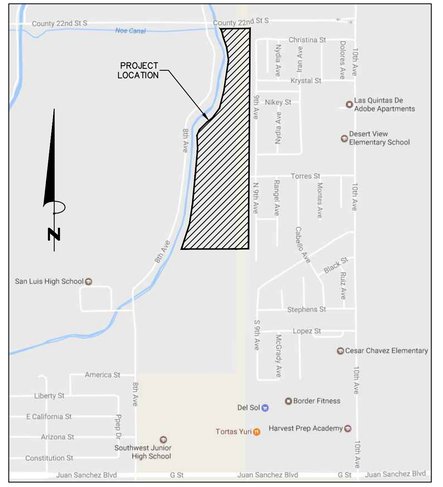
Las Quintas De San Luis 2

DESIGN & CONSTRUCTION SCHEDULE

January 24, 2017

ITEM	ITEM DESCRIPTION	COMPLETION DATATE
A.)	SWPPP	1/17/2017
B.)	NOI AND FEES (SMART NOI)	1/23/2017
C.)	NOI	1/27/2017
D.)	SEWER DESIGN TO HIGH SCHOOL LIFT STATION	1/31/2017
E.)	ADEQ SUBMITAL	1/31/2017
F.)	PROJECTED ADEQ APPROVAL	3/10/2017
G.)	SITE GRADING	2/24/2017
H.)	WALLS & RETAINING WALLS	3/31/2017
I.)	SEWER SYSTEM	4/28/2017
J.)	WATER SYSTEM	5/26/2017
K.)	UTILITY TRENCING	6/9/2017
L.)	ROAD CONSTRUCTION & STORM DRAIN	7/14/2017
M.)	MISC. ITEMS - SUBDIVISION COMPLETION	8/31/2017





VICINITY MAP

LEGEND

W.A.	DESIGNATED WASHOUT AREA
DC	DUST CONTROL
SCE	STABILIZED CONSTRUCTION ENTRANCE
P.S.A.	PROTECTED STORAGE AREA
SF	SILT FENCE
S.B.B.	STRAW BALE BARRIERS
C.I.P.	CURB INLET PROTECTION (GRAVEL BAG, FILTER BAG, ROCK SOCK)
A.I.P.	AREA INLET DRAIN PROTECTION (GRAVEL BAG, FILTER BAG, ROCK SOCK)
P.O.C	PIPE OUTLET CONDITIONS
SW	STRAW WATTLES (SEDIMENT LOG/FIBER ROLL)
W.Z.S.	WORK ZONE IDENTIFICATION SIGN
	DRAINAGE FLOW ARROWS

AREA

DISTURBED AREA = 28.75 ACRES

OWNER/DEVELOPER

RIEDEL HOLDINGS, L.L.C.
P.O. BOX 1649
SAN LUIS, AZ 85349

FLOOD ZONE DESIGNATION

THE PROPERTY IS LOCATED IN FLOOD PLAIN ZONE X (AREAS OF 0.2% ANNUAL CHANCE FLOOD; AREAS OF 1% ANNUAL CHANCE FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE; AND AREAS PROTECTED BY LEVEES FROM 1% ANNUAL CHANCE FLOOD) AS DETERMINED BY THE FEMA FEDERAL INSURANCE RATE MAPS (FIRM MAP 04027C 1820F)

UTILITY DISCLAIMER

THE UNDERGROUND UTILITIES SHOWN HAVE BEEN LOCATED FROM THE 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.

Call at least two full working days before you begin excavation.
ARIZONA 811
Arizona Blue Stake, Inc.
Dial 8-1-1 or 1-800-STAKE-IT (782-5348)
In Maricopa County: (602) 263-1100

DRAWINGS ISSUE RECORD:

DATE:

DAHL, ROBINS & ASSOCIATES, INC.
1560 S. 5th Avenue
Yuma, AZ 85364
Phone: (928) 919-0825
Fax: (602) 819-0826
www.dahlrobins.com

LAS QUINTAS DE SAN LUIS 2 SUBDIVISION

WEST OF AVE H SOUTH SIDE OF CO. 22ND STREET
SAN LUIS, ARIZONA

SWPPP

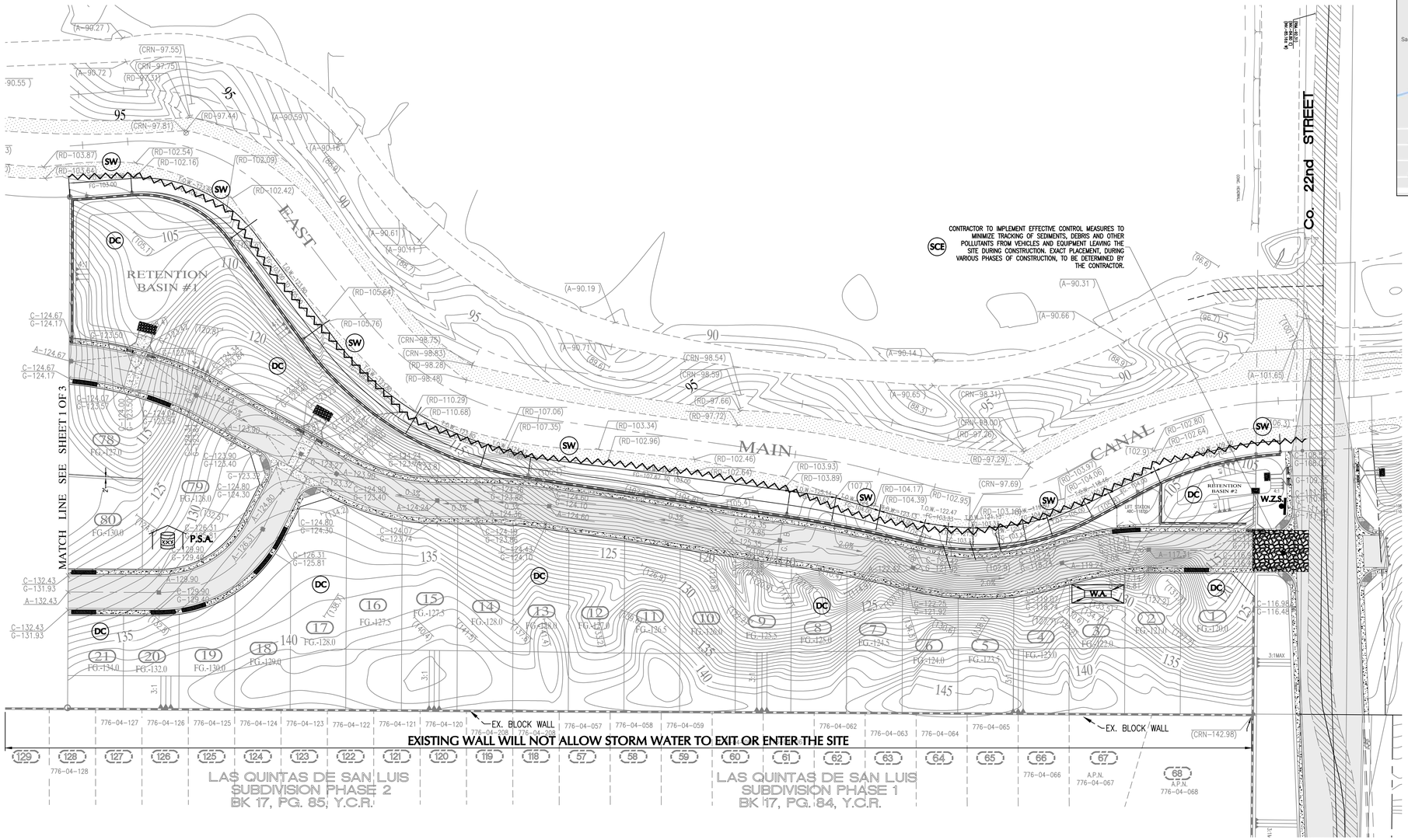
SHEET 2 OF 3

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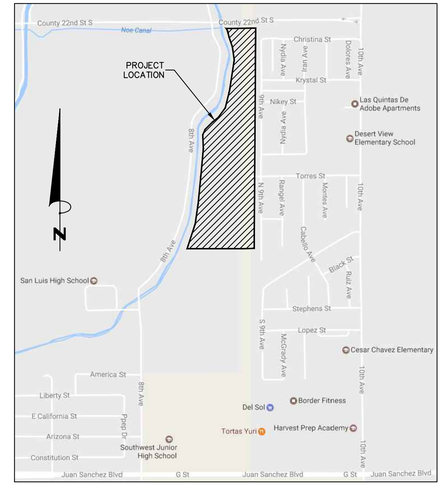
Registered Professional Engineer (Civil)
CERTIFICATE NO.
23218
KEVIN A. DAHL
Date Signed 1/17/17
Arizona U.S.A.
Expires 9/30/2017

DATE:	JAN 2017
SURVEYED BY:	EDIAS
DESIGNED BY:	SRM
DRAWN BY:	DRA
CHECKED BY:	KAD
PROJECT NO.:	16284
SHEET	OF
	1 3

1/17/2017 9:52 AM
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SCE CONTRACTOR TO IMPLEMENT EFFECTIVE CONTROL MEASURES TO MINIMIZE TRACKING OF SEDIMENTS, DEBRIS AND OTHER POLLUTANTS FROM VEHICLES AND EQUIPMENT LEAVING THE SITE DURING CONSTRUCTION. EXACT PLACEMENT, DURING VARIOUS PHASES OF CONSTRUCTION, TO BE DETERMINED BY THE CONTRACTOR.



VICINITY MAP

LEGEND

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LAS QUINTAS DE SAN LUIS 2 SUBDIVISION

WEST OF AVE H SOUTH SIDE OF CO. 22ND STREET
SAN LUIS, ARIZONA

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Registered Professional Engineer (Civil)
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KEVIN A. DAHL
Date Signed 1/17/17
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PROJECT NO.:	16284
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AGENDA ITEM REVIEW FORM

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

Meeting Date: 01/25/2017

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 all matters regarding Resolution No. 1176. A resolution of the Mayor and City Council of the City of San Luis, Arizona, approving the Fourth Amended and Restated Bylaws of the Greater Yuma Port Authority, Incorporated, an Arizona Nonprofit Corporation. **(Kay Marion Macuil, City Attorney)**

SUMMARY:

Vice Mayor Matias Rosales is the representative for the City of San Luis on the Board of Directors for the Greater Yuma Port Authority (GYPA). The current members of GYPA are Yuma County, San Luis, Somerton and the Cocopah Tribe. In order to allow the City of Yuma to join, the bylaws of the GYPA need to be amended. The GYPA has approved the attached 4th Amended and Restated Bylaws. Each member needs to also approve them to become effective.

What has not changed is they way the Board of Directors are chosen. Directors of the board are appointed by the member entities. So, for the City of San Luis, City Council appoints its representative to the Board of Directors as a voting member of the Board. Each Director gets one vote so no entity has more voting weight than another. The changes to the bylaws are shown on the red-line version of the bylaws attached to this agenda item. In summary the important changes for consideration are:

Section 4.10 is proposed to be changed in two ways. First, currently a representative can be removed with or without cause. The proposed amendment to Section 4.10 changes so that a member can only be removed for cause. **Note: this takes away the power of Members to remove representatives without having a reason to do so (in our case, the powers of San Luis through its City Council).** Second, the proposed amendment of Section 4.10 adds that a majority of GYPA's Directors can request that the Members (in our case San Luis through City Council) remove the City's representative Director if that representative Director engages in conduct which a majority of the remaining Directors believe is detrimental to the best interests of GYPA. This doesn't change any of the Member's (City Council's) powers since it is only a request from GYPA that the City can choose to follow or not.

Section 5.2 is a new section providing for a dollar amount for new members to join. The amount is more if the population is more. For the City of Yuma to join now, it will need to contribute $50,000.00 to join since their population is around 90,000.

Section 5.3 all members must pay annual dues which are set in this amendment. For the City of San Luis it will be $25,000.00.

Article VI is added making routine but more details about the conduct of business including adding the power to create committees. A two-thirds (2/3) vote of the Directors can remove officers for neglect of duty. The officers are the Chair person, the Vice Chairperson, and the

Secretary/Treasurer of the Board of Directors.

Article VIII has the provisions for liability and indemnification moving them from Section 10.5. These provisions haven't changed. It just provides that the Directors are not personally liable for the business of GYPA and that GYPA will purchase insurance.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO APPROVE RESOLUTION NO. 1176.

Supporting information not attached to the Agenda Item Review Form:

N/A

Document to be Recorded?: Yes

City Clerk's Office

Fiscal Impact

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

There is no fiscal impact for this agenda item.

Attachments

Res. No. 1176 GYPA 4th Bylaws
GYPA 4th Amd Bylaws
Redline GYPA 4th Bylaws

OFFICE OF THE
MAYOR
CITY OF SAN LUIS

Resolution

No. 1176

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF SAN LUIS, ARIZONA, APPROVING THE FOURTH AMENDED AND RESTATED BYLAWS OF THE GREATER YUMA PORT AUTHORITY, INCORPORATED, AN ARIZONA NONPROFIT CORPORATION.

BE IT RESOLVED by the Mayor and City Council of the City of San Luis, Arizona, that the attached Fourth Amended and Restated Bylaws of the Greater Yuma Port Authority, Inc., are hereby incorporated in full by this reference to this Resolution No. 1176 and are approved;

PASSED AND APPROVED by the Mayor and City Council of the City of San Luis, Arizona, this ____day of January, 2017.

_____
Gerardo Sanchez, Mayor

ATTEST:

_____
Sonia Cornelio, City Clerk

APPROVED AS TO FORM:

_____
Kay Marion Macuil, City Attorney

FOURTH AMENDED AND RESTATED BYLAWS

OF

GREATER YUMA PORT AUTHORITY, INC.

AN ARIZONA NONPROFIT CORPORATION

KNOW ALL MEN BY THESE PRESENTS that the GREATER YUMA PORT AUTHORITY, INC., an Arizona nonprofit corporation ("Corporation" or "Port Authority"), being duly authorized to act pursuant to the terms of the Bylaws adopted on August 3, 2000, and by virtue of the approvals previously obtained by the Board of Directors and the governing bodies of the member entities, to amend such Bylaws, does hereby make, execute, and enter into this FOURTH AMENDED AND RESTATED BYLAWS in order to amend, restate, supersede, and replace the Bylaws adopted on August 3, 2000, as previously amended and restated on May 17, 2007, and further amended and restated on August 9, 2012 and further amended and restated on June 25, 2015, to the extent of the amendments set forth herein. All remaining provisions of the original Bylaws, as previously amended and restated, including the signatures of the original member entities, are incorporated herein by this reference.

ARTICLE I
REFERENCES TO CERTAIN TERMS AND CONSTRUCTION

1.1 Certain References. Any reference herein made to law will be deemed to refer to the law of the State of Arizona, including any applicable provision of Title 10 of the Arizona Revised Statutes, or any successor statute, as from time to time amended and in effect. Any reference herein made to the Corporation's Articles will be deemed to refer to its Articles of Incorporation and all amendments thereto as at any given time on file with the Arizona Corporation Commission. References to specific sections of law herein made shall be deemed to refer to such sections, or any comparable successor provisions, as from time to time amended and in effect.

1.2 Seniority. The law and the Articles (in that order of precedence) will in all respects be considered senior and superior to these Bylaws, with any inconsistency to be resolved in favor of the law and such Articles (in that order of precedence), and with these Bylaws to be deemed automatically amended from time to time to eliminate any such inconsistency which may then exist.

1.3 Computation of Time. The time during which an act is required to be done, including the time for the giving of any required notice herein, shall be computed by excluding the first day or hour, as the case may be, and including the last day or hour.

ARTICLE II
OFFICES

2.1 Principal Office. The principal office of the Corporation shall be located at any place either within the State of Arizona as designated in the Corporation's most current Annual

Report filed with the Arizona Corporation Commission or in any other document executed and delivered to the Arizona Corporation Commission for filing. If a principal office is not so designated, the principal office of the Corporation shall mean the known place of business of the Corporation. The Corporation may have such other offices, either within or without the State of Arizona, as the Board of Directors may designate or as the business of the Corporation may require from time to time.

2.2 Known Place of Business. A known place of business of the Corporation shall be located within the State of Arizona and may be, but need not be, the address of the statutory agent of the Corporation. The Corporation may change its known place of business from time to time in accordance with the relevant provisions of the Arizona Nonprofit Corporation Act.

ARTICLE III
MEMBERS

3.1 Initial Members. The initial members of the Corporation shall be as follows:

Yuma County, Arizona
City of San Luis, Arizona
City of Somerton, Arizona
Cocopah Indian Tribe

3.2 Additional Members. Additional members may be added by vote of the Board of Directors as provided in Section 4.1 below.

ARTICLE IV
PORT AUTHORITY BOARD OF DIRECTORS

4.1 Purpose, Empowerment and Number of Directors.

A. *Purpose and Empowerment*. In addition to the duties of the Board set forth herein, it shall be the primary duty of the Board to make all policy statements on behalf of the Corporation and to decide such policy issues as may come before the Board, as well as to supervise the direction and action of the Corporation and its Officers and employees given the approved and accepted policies of record. The Board of Directors shall also review all action taken by any committees.

B. *Number of Directors*. The affairs of the Corporation shall be directed by a Board of Directors, which shall consist of two persons appointed by each Member.

C. *New Members*. New Corporation Members may be added by a 3/4 vote of the current Board of Directors, provided that at least one Board member appointed by each Member approves the addition of a new Member. Any new Members must be federal, state or local governmental entities or Federally recognized Indian Tribes.

The cost of the Membership shall be as set forth in these bylaws, or as they may hereafter be amended. Such amount is due within 60 (sixty) days of the date of approval of the new Member, or as determined by the Board of Directors.

4.2 Master Plan.

The Board shall draft a master plan for improvement of any land which shall be conveyed to, leased or acquired by the Corporation. A majority vote of the Board shall be required to adopt this plan. The Board may from time to time modify the master plan by majority vote of the Board.

The provisions in the Master Plan shall not override or supersede any local existing zoning ordinance in effect at the time said lands are acquired. The jurisdiction wherein any land obtained by the Corporation is situated shall govern such land.

4.3 Composition, Selection, and Qualifications of Members of the Board of Directors.

A. A Member may appoint two (2) persons to serve on the Board of Directors, one of whom shall be from the business/private community and not an employee or elected official of any Member.

B. It is strongly recommended the Members shall appoint qualified person(s) to the Board. Persons experienced in economic development, transportation, and international issues are desired.

4.4 Voting Rights.

Each Director shall be entitled to one vote provided the requirements of Article V are fulfilled. All votes shall be considered equal. Written proxies may not be given.

4.5 Term of Office.

The term of office shall be five (5) years. In the event a Director fails to complete his/her five year term, a replacement will be selected by the appointing Member to serve the remaining portion of the term. There is no limit to the number of terms for which a Director may be appointed, as long as each member entity makes a timely appointment and the appointment meets the criteria of Section 4.3.

4.6 Initial Directors.

The initial Board of Directors shall consist of directors selected to serve three or five year terms. Each Member shall select one director to serve a three year term and one director to serve a five year term. An initial director serving a three year term shall be considered to have served a full term for the purposes of this section.

4.7 Intentionally Not Used.

4.8 Quorum and Required Vote.

A majority of the Directors in office shall constitute a quorum for the transaction of business. A vote of a majority of the Directors present at any meeting in which a quorum is present shall constitute action by the Board unless a different vote is required by the Articles of Incorporation, these Bylaws, or by statute.

4.9 Directors' Manner of Acting.

A. *Participation in Meetings*. Any or all directors may participate in a regular or special meeting by, or conduct the meeting through the use of, any means of communication by which all directors participating may simultaneously hear one another during the meeting, in which case, any required notice of the meeting may generally describe the arrangements (rather than or in addition to the place) for the holding thereof. A director participating in a meeting by this means is deemed to be present in person at the meeting.

B. *Dissent or Abstention of a Director*. A director who is present at a meeting of the Board of Directors or a committee of the Board of Directors when corporate action is taken is deemed to have assented to the action taken unless (1) the director objects at the beginning of the meeting (or promptly upon his or her arrival) to holding it or transacting business at the meeting, (2) his or her dissent or abstention from the action taken is entered in the minutes of the meeting, or (3) he or she delivers written notice of his or her dissent or abstention to the presiding officer of the meeting before its adjournment or to the Corporation before 5:00 p.m. on the next business day after the meeting. The right of dissent or abstention is not available to a director who votes in favor of the action taken.

4.10 Removal of Directors.

Directors shall serve at the will of their appointing Member. An appointing Member may remove its Directors at any time with cause. In the event a Director is removed by a Member, the Member shall promptly appoint a successor Director. In the event a Director engages in conduct which a majority of the remaining Directors believe is detrimental to the best interests of the Corporation, the Corporation may request that the Member represented by the offending Director remove the Director and appoint a replacement.

4.11 Ex-Officio Members.

The Board may designate non-voting ex-officio members to the Board. The presence of ex-officio members at a meeting will not be added in order to constitute a quorum. It is anticipated the ex-officio officers will have significant experience in areas relevant to the operation and goals of the Corporation.

While the Board may designate such ex-officio members as it deems appropriate, it is anticipated that the initial ex-officio Board Members shall include individuals selected from Marine Corps Air Station (Yuma), Yuma Metropolitan Planning Organization, Yuma County Airport Authority, Yuma Proving Ground, Greater Yuma Economic Development Corporation, Yuma County Chamber of Commerce and San Luis Chamber of Commerce.

ARTICLE V
MEMBER PARTICIPATION, CAPITAL CONTRIBUTION, INDEMNIFICATION

5.1 Membership Participation.

Membership shall include all entities identified in Article III of these Bylaws, and may include such other member entities as approved pursuant to Section 4.1C. However, both appointees of a Member to the Board of Directors shall be prohibited, unless a majority of the remaining Board Members approve otherwise, from participation, voting and/or a seat on the Board of Directors if the requirements set forth in Sections 5.2 and 5.3 below are not met, or during any time period that a Member elects to become a "non-voting Member" pursuant to Section 5.3 below. During the time period that any Board Member is prohibited from participating pursuant to this section, such Board Member shall not be considered a member of the Board of Directors for purposes of determining whether a quorum of Board Members are present at any meeting or for purposes of determining whether any vote was approved by a majority of the Board Members.

5.2 Capital Contribution.

A. *Initial Capital Contribution.* Each original Member shall be responsible to contribute capital in the amount of $100,000.00.

B. *Subsequent Members Capital Contributions.* Entities becoming members subsequent to the original formation of the Corporation shall contribute capital at the inception of membership in the following amounts:

1.	City or Town with population less than 3500 people	$10,000
2.	City with population of 3501 to 25,000 people	$25,000
3.	City with population of 25,001 to 100,000 people	$50,000
4.	City with population of more than 100,000 people	$100,000

5. Any other form of entity – As may be determined by a 75% majority vote of the Members.

5.3 Cash Calls.

A. It is anticipated that certain expenses, after the initial capital contribution, may arise prior to the Corporation producing enough revenue to meet expenses. Each Member executing these bylaws, and each new Member who shall hereafter be admitted to membership in the Corporation, agrees to be responsible for its proportional share of any such expense as requested by majority vote of the Board, not to exceed $50,000.00[1] per year (subject to appropriation by each respective governing board). Annually, the Board shall adopt a budget and set the cash call for the new fiscal year. Members will take every action necessary to appropriate funds in a timely fashion, but in any event, shall make payment on or before December 31 of that fiscal year. Failure by any such Members to fulfill the requirement set forth herein shall prohibit the Member from participating as set forth in paragraph 5.1 until such time as all contribution requirements are satisfied or otherwise deferred as authorized under paragraph 5.4. Failure to meet this obligation within 12 months will constitute voluntary withdrawal of membership.

B. The amount payable by Members shall be calculated as follows:

1. Yuma County, Cocopah Indian Tribe and any city with a population in excess of 50,000 - $50,000.

2. Any City or town with a population of greater than 3500 but less than 50,000 - $25,000.

3. Any City or town with a population of less than 3500 - $10,000

4. Any other entity becoming a Member – As determined by a 75% majority vote of the Directors.

5.4 Deferment of Cash Calls.

Upon unanimous consent of the voting Members, any Member which has had its voting rights suspended for failure to fulfill the requirements set forth in paragraph 5.3 may request reinstatement of its status as a voting Member with a deferment of its outstanding Cash Call obligation until assets of Greater Yuma Port Authority are liquidated and distributed under paragraph 7.1C, or any other equitable distribution of assets to Members which may occur during the corporate existence of Greater Yuma Port Authority. If unanimous consent is reached to authorize a request under this section, the Member making the request shall remit the Cash Call for the fiscal year in which the request is made and each fiscal year thereafter until dissolution of the Greater Yuma Port Authority. In the event that assets are distributed

[1] Amended on July 25, 2001, by action of the Greater Yuma Port Authority Board of Directors at a regular meeting to increase the maximum annual cash call amount to $40,000 from $20,000. Such action was subsequently approved by the governing bodies of the member entities.

Amended on February 24, 2005, by action of the Greater Yuma Port Authority Board of Directors at a regular meeting to increase the maximum annual cash call amount to $50,000 from $40,000. Such action was subsequently approved by the governing bodies of the member entities.

to the Members either during the corporate existence of Greater Yuma Port Authority or upon dissolution under paragraph 7.1C, the outstanding Cash Call obligation of any Member approved for deferment pursuant to this section must be satisfied in full prior to any distribution of any proportional share of any Greater Yuma Port Authority asset to said Member.

5.5 Voluntary Withdrawal of Member.[2]

Any Member may at any time voluntarily withdraw from membership and shall be entitled to repayment without interest of the Member's capital contribution, payable over a three-year term; or

At the request of the withdrawing Member, said Member may be allowed to remain as a non-voting member until dissolution, at which time the withdrawing Member would receive the amount set forth in paragraph 7.1C (the withdrawing Member may at any time prior to dissolution become reinstated as a voting Member by paying all outstanding assessments from the date of withdrawal); or

The withdrawing Member shall receive such amounts in satisfaction of its interest as the withdrawing Member and the remaining Members agree upon by unanimous consent; or that the City of Somerton, an original member, may withdraw as a member and become an ex-officio member and be entitled to repayment of the City of Somerton's capital contributions without interest, and further, that the City of Somerton may at any time prior to the dissolution become reinstated as a voting Member by paying capital contributions refunded equal to that made by each of the other original member entities prior to the City of Somerton's reinstatement. The City of Somerton specifically acknowledges that during the time the City has voluntarily withdrawn from membership it forfeits any right to the process in approving or disapproving changes of the By-Laws (except any change that would affect the City's right to reinstatement) or any other Greater Yuma Port Authority operations except as an Ex-Officio Member of the Board.

ARTICLE VI
CONDUCT OF BUSINESS

6.1 Meetings.

A. *Open Meetings.* Any meeting held by the Board of Directors for any purpose whatsoever shall be open to the public.

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[2] Amended on February 20, 2002, by action of the Greater Yuma Port Authority Board of Directors at a regular meeting to delete and replace the language set forth in section 5.4 in the original Bylaws, as proposed by the City of Somerton. The Chairman directed staff to forward the amendment to all member entities for approval. Although the member entities approved an amendment to section 5.4, such approvals included additional revised language to the new section 5.4, which the GYPA had not considered or approved.

Amended on May 17, 2007, by action of the Greater Yuma Port Authority Board of Directors at a special meeting to delete section 5.4 of the original Bylaws, in its entirety, and substitute the language set forth in section 5.4 of the First Amended and Restated Bylaws in its place, which is the version that was previously revised, and adopted and approved, by the member entities.

B. *Annual Meetings.* An annual meeting of the Board of Directors shall be held in June of each year, for the purpose of examining the financial reports of the Authority and the transaction of any other business as may be brought before the meeting. At such annual meeting a full statement of the condition of the Authority shall be presented by the Chairman.

C. *Regular Meetings.* A regular meeting of the Board of Directors shall be held on a regular basis, the place, time and date to be fixed by the Board of Directors, however in no event less than quarterly. Initially, the regular meetings shall be scheduled monthly on the 4th Thursday of the month.

D. *Special Meetings.* All meetings other than annual meetings and regular meetings, if any, shall be special meetings. Special meetings may be called by the Chairman of the Authority or any two (2) Directors. The person or persons authorized to call special meetings of the Board of Directors may fix any place for holding any special meeting of the Board of Directors.

E. *Notice.* Notice of any meeting shall be given in compliance with Arizona's Open Meeting Law and given not less than twenty-four (24) hours prior to the date and time of the meeting by written notice delivered personally, mailed, faxed or emailed to each Director, or his agent, at his business or home address, or by telephone twenty-four (24) or more hours prior to such meeting. If notice be given by telephone, such notice shall be deemed to be delivered only when the person giving notice contacts the Director personally and prepares an Affidavit for filing with the corporate Secretary to that effect. All Notices shall contain a legend complying with the American with Disabilities Act. The Administrator shall endeavor to provide Director's with a copy of the Agenda and a complete meeting packet at least five working days prior to the date fixed for any regular meeting.

6.2 <u>Committees</u>.

A. *Committees*. Committees may be designated by a resolution adopted by a majority of the Directors present at a meeting at which a quorum is present. Members of each such committee need not be Directors of the Corporation, and the Chairman of the Corporation shall appoint the members thereof.

B. *Term of Office.* Each member of a committee shall continue as such for the period of time that the Board of Directors may determine.

C. *Chairman.* Committee chairmen must be Directors of the Corporation and shall be appointed by the Chairman of the Corporation.

D. *Vacancies.* Vacancies in the membership of any committee may be filled by appointments made in the same manner as provided in the case of the original appointments.

E. *Quorum.* Unless otherwise provided in the resolution of the Board of Directors designating a committee, a majority of the whole committee shall constitute a quorum and

the act of a majority of the members present at a meeting at which a quorum is present shall be the act of the committee.

F. Duties. Committees shall perform such tasks as assigned by the Board of Directors and shall make such report and recommendations to the Board as is appropriate.

6.3 Officers of the Corporation.

The officers of the Corporation shall consist of the Chairperson, Vice Chairperson, and a Secretary/Treasurer and shall collectively constitute the Executive Committee.

6.4 Election-Term.

The Chairperson, Vice Chairperson and Secretary/Treasurer of the Corporation shall be elected by the Board at the next scheduled Board Meeting following the Annual Meeting. Officers shall serve terms of one (1) year each or until their successors are elected and qualified.

6.5 Chairperson of the Board.

The Chairperson of the Board shall preside at all meetings of the Board and the Executive Committee.

6.6 Vice Chairperson.

The Vice Chairperson in the absence of the Chairperson, shall assume all duties of that office and, upon the death, resignation, or removal of the Chairperson, the Vice Chairperson shall assume duties until a new Chairperson has been elected.

6.7 Secretary/Treasurer.

The Secretary/Treasurer shall keep the roll of Directors, give staff assistance in providing notice of all meetings and recorded minutes of the Boards, review and sign the minutes of such meetings and generally oversee the records, and shall perform such other duties as may be assigned by the Chairperson. The Secretary/Treasurer shall work with staff of the Corporation and shall accept contributions to the Corporation keep accurate accounts of all sums due and all expenditures made, and report the financial condition of the Corporation to the Board at each Regular Meeting.

6.8 Removal from Office.

Any officer may be removed from office as a result of failure to fulfill the duties of said office, or for conduct detrimental to the best interests of the Corporation. Said removal can only be effected by a two-thirds (2/3) vote of the Board of Directors. The officer removed shall be notified in writing.

ARTICLE VII
DISSOLUTION

7.1 Dissolution.

A. *Events of Dissolution*. The Corporation may be dissolved only upon written consent of each and every director of the Board, and at the approval of the governing body of each Member.

B. *Winding Up*. On the Corporation's dissolution, the business of the Corporation shall be wound up within a reasonable period of time, its assets liquidated, a final accounting made and the Corporation's books closed all in accordance with the applicable provisions of Title 10 of the Arizona Revised Statutes.

C. *Distribution of Liquidation Proceeds*.

1. Assets/Proceeds. Should any assets/proceeds in excess of liabilities exist following this Corporation's election to dissolve and winding up, the assets/proceeds shall be distributed to the Members. Any assets not disposed of shall be disposed of by the Superior Court of Yuma County, Arizona.

2. Liabilities. Upon dissolution and liquidation, any liabilities in excess of assets/proceeds will be divided equally among the remaining Members. A Member will be considered responsible under this paragraph unless it terminated its membership greater than two years prior to the date of the election to dissolve. Notwithstanding the foregoing, nothing in this provision shall cause the liabilities allocated to a Member to constitute a debt of such Member and the Member's obligation to make payment of such liability shall be at the sole discretion of the Member's governing body and shall be subject to appropriation.

ARTICLE VIII
LIMITATION OF LIABILITY AND INDEMNIFICATION

8.1 Indemnification.

A. To the extent permitted by law, each Member shall hold harmless and indemnify each other Member from any claim, liability or loss related to any funding, capital contribution, or in any manner whatsoever with regard to the individual participation by that

Member to the fullest extent allowed by law, save for that caused by the indemnitee's intentional misconduct or sole negligence, or as specified in paragraph 7.1C.

B. *Liability*. No Officer or Director shall be liable to the Corporation for any loss or damage suffered by it on account of any action taken or not taken by him or her as an Officer or Director, if such person (1) exercised and used the same degree of care and skill as a prudent person would have exercised and used under the circumstances and in the conduct of his or her own affairs, or (2) took or failed to take such action in reliance upon advice of counsel for the Corporation or upon statements made or confirmation furnished by Officers or employees of the Corporation which he or she had reasonable grounds to believe. The foregoing shall not be exclusive of other rights and defenses to which he or she may be entitled as a matter of law.

C. *Indemnity*. Each Officer and Director, whether or not then in office, shall be held harmless and indemnified by the Corporation against all claims and liabilities and all expenses reasonably incurred or imposed upon him or her in connection with or resulting from any action, suit, or proceeding, civil or criminal, or the settlement or compromise thereof, to which he or she may be made party be reason of any action taken or failed to be taken by him or her as an Officer or Director of the Corporation in good faith, if such person, in the opinion of a court or the Board of Directors, (1) exercised and used the same degree of care and skill as a prudent person would have exercised and used under the circumstances in the conduct of his or her own affairs, or (2) acted upon advice of counsel for the Corporation or upon statements made or information furnished by Officers or employees of the Corporation which he or she had reasonable grounds to believe.

D. *Insurance*. The Corporation shall purchase and maintain insurance on behalf of, or insure or cause to be insured, any person who was or is a Director or Officer against any liability asserted against him or her or incurred by him or her in any such capacity or arising out of such status, whether or not the Corporation would have the power to indemnify him or her as provided by Arizona State Law.

ARTICLE IX
COMPENSATION

No Director or Officer shall be entitled to any compensation. However, the Board may reimburse reasonable out-of-pocket expenses of its Officers and/or Directors in the performance of duties, if such expenses are approved by the Board.

ARTICLE X
AMENDMENT

Amendments to these Bylaws may be adopted by the Board of Directors at any regular meeting or at a special meeting called for that purpose. Notice of any proposed amendments shall be included in a notice to the Members of the meeting at which the proposed amendment is to be considered. A resolution adopting the proposed amendment must receive approval by a three/fourths (3/4) vote of the Board of Directors and the approval of the governing body of each member.

ARTICLE XI
CONFLICTS OF INTEREST

11.1 Definitions.

A. *Port Authority*. Only for the purposes of this Article XI, Conflicts of Interest, "Port Authority" means and includes all Officers and Directors of the Port Authority and employees of the Port Authority, and their relatives.

B. *Relatives*. "RELATIVE" means the spouse, child, stepchild, grandchild, parent, grandparent, brother, or sister, of the whole or half blood, and their spouses.

C. *Substantial Interest*. "SUBSTANTIAL INTEREST" means substantial pecuniary or proprietary interest, either direct or indirect.

11.2 Specific Guidelines.

A. No Officer or Director shall participate in the decision-making process on any matter in which such person has a substantial interest, pursuant to State law.

B. Upon learning that Port Authority (or a Committee thereof) is involved in a matter in which an Officer or Director has a substantial interest, such Director or Officer shall notify the Chair of Port Authority of such interest and shall immediately withdraw from any further communication or discussion with any Officer, Director or employee of Port Authority with respect thereto.

C. No Officer or Director shall use his or her position as an Officer, Director, employee, or Committee Member of Port Authority to gain access to information or influence the decision-making process of either Port Authority or any governmental body or agency in connection with any Port Authority matter in which such Officer or Director has a substantial interest.

D. Upon receipt of notice from an Officer or Director that such person has a substantial interest in a matter in which Port Authority is involved, the Chair shall remove such Officer or Director from any discussion and not furnish or provide him or her with the information pertaining to that matter which is furnished to the other Port Authority Officer or Director; except to the extent that such information is generally available to the public at large.

11.3 Interpretation.

An Officer or Director who may have a substantial interest in a Port Authority matter may disclose the potential conflict of interest to the Chair and/or counsel to Port Authority for an interpretation of this conflict of interest policy.

ARTICLE XII
MISCELLANEOUS

12.1 Contracts, etc.

Except as otherwise provided by law or these Bylaws, an Officer or Officers, employee or employee or agent or agents of the Corporation as shall be specified by the Board may sign, in the name and on behalf of the Corporation, all deeds, bonds, contracts, leases, and other instruments or documents, the execution of which shall be authorized by a majority vote of the Board, and such authority may be general or confined to specific instances.

12.2 Checks, Drafts, etc.

All checks, drafts, notes, bonds, bills of exchange, or other orders, instruments, or obligations for the payment of money shall be signed and countersigned by such Officer or Officers, employee or employees, or agency or agents of the Corporation as shall be specified by the Board.

12.3 Notice and Waivers Thereof.

Whenever any notice to a Director or Officer is required by the Bylaws, by the Articles of Incorporation, or by any law, such notice, except as otherwise provided by law, may be given personally or in writing by mail addressed to such Director or Officer at his or her place of business, if any, or at such address as appears in the records of the Corporation as the home address of the Director or Officer. Any notice given by mail shall be deemed to have been given when it shall have been deposited, with the proper postage, in a post office in a regularly maintained letter box, or with a postal carrier. A waiver of such notice in writing, signed by the person entitled to such notice, whether before or after the time of the action for which such notice is required, shall be deemed the equivalent thereof, and the presence without objection at any meeting of any person entitled to notice thereof shall be deemed a waiver of such notice as to such person.

12.4 Interested Directors.

In the absence of fraud, no contract or transaction between the Corporation and a Director or any other corporation or entity in which such Director is a Director or Officer, or is financially interested, shall be void or voidable for reason of the financial interest alone, provided that the fact of such common Directorship, Officership, or financial or other interest is disclosed or known to the Board, and that the Board approves such transaction or contract by a vote sufficient for such purpose without the vote of such interested Director. Such Director may, however, be counted in determining the presence of a quorum at such meeting.

12.5 Books and Records.

A. The Corporation shall keep complete books and records of account, shall keep minutes of the proceedings of its Board, and shall keep a record giving the names and addresses of the Directors entitled to vote, at the Principal office of business.

B. The Secretary/Treasurer shall report the financial condition of the Corporation to the Board at each Regular meeting.

C. The Corporation shall retain the services of a qualified certified public accounting firm which will examine the financial records of the Corporation and provide a compiled financial statement on a quarterly basis to the Secretary/Treasurer.

D. At the Regular Board meeting following the end of each fiscal year, the Secretary/Treasurer shall present a report of the financial condition of the Corporation for the preceding fiscal year.

E. The Board of Directors may, by majority vote, require an independent audit to be initiated at any time when circumstances warrant such action.

F. Member entities retain the right to inspect the financial and other records of the Corporation during normal business hours.

12.6 Corporate Seal.

The Seal of the Corporation shall be impressed as follows: "GREATER YUMA PORT AUTHORITY, INCORPORATED 2000 ARIZONA" ADOPTED THIS 18TH DAY OF SEPTEMBER, 2000, BY THE BOARD OF DIRECTORS OF THE PORT AUTHORITY.

DATED this _____ day of _____, 2016.

_____
Chairman

Attest:

_____
Secretary

FOURTH AMENDED AND RESTATED BYLAWS

OF

GREATER YUMA PORT AUTHORITY, INC.

AN ARIZONA NONPROFIT CORPORATION

KNOW ALL MEN BY THESE PRESENTS that the GREATER YUMA PORT AUTHORITY, INC., an Arizona nonprofit corporation ("Corporation" or "Port Authority"), being duly authorized to act pursuant to the terms of the Bylaws adopted on August 3, 2000, and by virtue of the approvals previously obtained by the Board of Directors and the governing bodies of the member entities, to amend such Bylaws, does hereby make, execute, and enter into this FOURTH AMENDED AND RESTATED BYLAWS in order to amend, restate, supersede, and replace the Bylaws adopted on August 3, 2000, as previously amended and restated on May 17, 2007, and further amended and restated on August 9, 2012 and further amended and restated on June 25, 2015, to the extent of the amendments set forth herein. All remaining provisions of the original Bylaws, as previously amended and restated, including the signatures of the original member entities, are incorporated herein by this reference.

ARTICLE I
REFERENCES TO CERTAIN TERMS AND CONSTRUCTION

1.1 Certain References. Any reference herein made to law will be deemed to refer to the law of the State of Arizona, including any applicable provision of Title 10 of the Arizona Revised Statutes, or any successor statute, as from time to time amended and in effect. Any reference herein made to the Corporation's Articles will be deemed to refer to its Articles of Incorporation and all amendments thereto as at any given time on file with the Arizona Corporation Commission. References to specific sections of law herein made shall be deemed to refer to such sections, or any comparable successor provisions, as from time to time amended and in effect.

1.2 Seniority. The law and the Articles (in that order of precedence) will in all respects be considered senior and superior to these Bylaws, with any inconsistency to be resolved in favor of the law and such Articles (in that order of precedence), and with these Bylaws to be deemed automatically amended from time to time to eliminate any such inconsistency which may then exist.

1.3 Computation of Time. The time during which an act is required to be done, including the time for the giving of any required notice herein, shall be computed by excluding the first day or hour, as the case may be, and including the last day or hour.

ARTICLE II
OFFICES

2.1 Principal Office. The principal office of the Corporation shall be located at any place either within the State of Arizona as designated in the Corporation's most current Annual

Report filed with the Arizona Corporation Commission or in any other document executed and delivered to the Arizona Corporation Commission for filing. If a principal office is not so designated, the principal office of the corporation shall mean the known place of business of the Corporation. The Corporation may have such other offices, either within or without the State of Arizona, as the Board of Directors may designate or as the business of the Corporation may require from time to time.

2.2 Known Place of Business. A known place of business of the Corporation shall be located within the State of Arizona and may be, but need not be, the address of the statutory agent of the Corporation. The Corporation may change its known place of business from time to time in accordance with the relevant provisions of the Arizona Nonprofit Corporation Act.

ARTICLE III
MEMBERS

3.1 Initial Members. The initial members of the Corporation shall be as follows:

Yuma County, Arizona
City of San Luis, Arizona
City of Somerton, Arizona
Cocopah Indian Tribe

3.2 Additional Members. Additional members may be added by vote of the Board of Directors as provided in Section 4.1 below.

ARTICLE IV
PORT AUTHORITY BOARD OF DIRECTORS

4.1 Purpose, Empowerment and Number of Directors.

A. *Purpose and Empowerment*. In addition to the duties of the Board set forth herein, it shall be the primary duty of the Board to make all policy statements on behalf of the Corporation and to decide such policy issues as may come before the Board, as well as to supervise the direction and action of the Corporation and its Officers and employees given the approved and accepted policies of record. The Board of Directors shall also review all action taken by any committees.

B. *Number of Directors*. The affairs of the Corporation shall be directed by a Board of Directors, which shall consist of two persons appointed by each Member.

C. *New Members*. New Corporation Members may be added by a 3/4 vote of the current Board of Directors, provided that at least one Board member appointed by each Member approves the addition of a new Member. Any new Members must be federal, state or local governmental entities or Federally recognized Indian Tribes.

The cost of the Membership shall be as set forth in these bylaws, or as they hereafter be amended. Such amount is due within 60 (sixty) days of the date of approval of the new Member, or as determined by the Board of Directors.

4.2 Master Plan.

The Board shall draft a master plan for improvement of any land which shall be conveyed to, leased or acquired by the Corporation. A majority vote of the Board shall be required to adopt this plan. The Board may from time to time modify the master plan by majority vote of the Board.

The provisions in the Master Plan shall not override or supersede any local existing zoning ordinance in effect at the time said lands are acquired. The jurisdiction wherein any land obtained by the Corporation is situated shall govern such land.

4.3 Composition, Selection, and Qualifications of Members of the Board of Directors.

A. A Member may appoint two (2) persons to serve on the Board of Directors, one of whom shall be from the business/private community and not an employee or elected official of any Member.

B. It is strongly recommended the Members shall appoint qualified person(s) to the Board. Persons experienced in economic development, transportation, and international issues are desired.

4.4 Voting Rights.

Each Director shall be entitled to one vote provided the requirements of Article V are fulfilled. All votes shall be considered equal. Written proxies may not be given.

4.5 Term of Office.

The term of office shall be five (5) years. In the event a Director fails to complete his/her five year term, a replacement will be selected by the appointing Member to serve the remaining portion of the term. There is no limit to the number of terms for which a Director may be appointed, as long as each member entity makes a timely appointment and the appointment meets the criteria of Section 4.3.

4.6 Initial Directors.

The initial Board of Directors shall consist of directors selected to serve three or five year terms. Each Member shall select one director to serve a three year term and one director to serve a five year term. An initial director serving a three year term shall be considered to have served a full term for the purposes of this section.

4.7 Intentionally Not Used.

4.8 Quorum and Required Vote.

A majority of the Directors in office shall constitute a quorum for the transaction of business. A vote of a majority of the Directors present at any meeting in which a quorum is present shall constitute action by the Board unless a different vote is required by the Articles of Incorporation, these Bylaws, or by statute.

4.9 Directors' Manner of Acting.

A. *Participation in Meetings*. Any or all directors may participate in a regular or special meeting by, or conduct the meeting through the use of, any means of communication by which all directors participating may simultaneously hear one another during the meeting, in which case, any required notice of the meeting may generally describe the arrangements (rather than or in addition to the place) for the holding thereof. A director participating in a meeting by this means is deemed to be present in person at the meeting.

B. *Dissent or Abstention of a Director*. A director who is present at a meeting of the Board of Directors or a committee of the Board of Directors when corporate action is taken is deemed to have assented to the action taken unless (1) the director objects at the beginning of the meeting (or promptly upon his or her arrival) to holding it or transacting business at the meeting, (2) his or her dissent or abstention from the action taken is entered in the minutes of the meeting, or (3) he or she delivers written notice of his or her dissent or abstention to the presiding officer of the meeting before its adjournment or to the Corporation before 5:00 p.m. on the next business day after the meeting. The right of dissent or abstention is not available to a director who votes in favor of the action taken.

4.10 Removal of Directors.

Directors shall serve at the will of their appointing Member. An appointing Member may remove its Directors at any time with cause. In the event a Director engages in conduct which a majority of the remaining Directors believe is detrimental to the best interests of the Corporation, the Corporation may request that the Member represented by the offending Director remove the Director and appoint a replacement.

4.11 Ex-Officio Members.

The Board may designate non-voting ex-officio members to the Board. The presence of ex-officio members at a meeting will not be added in order to constitute a quorum. It is anticipated the ex-officio officers will have significant experience in areas relevant to the operation and goals of the Corporation.

While the Board may designate such ex-officio members as it deems appropriate, it is anticipated that the initial ex-officio Board Members shall include individuals selected from Marine Corps Air Station (Yuma), Yuma Metropolitan Planning Organization, Yuma County Airport Authority, Yuma Proving Ground, Greater Yuma Economic Development Corporation, Yuma County Chamber of Commerce and San Luis Chamber of Commerce.

ARTICLE V
MEMBER PARTICIPATION, CAPITAL CONTRIBUTION, INDEMNIFICATION

5.1 Membership Participation.

Membership shall include all entities identified in Article III of these Bylaws, and may include such other member entities as approved pursuant to Section 4.1C. However, both appointees of a Member to the Board of Directors shall be prohibited, unless a majority of the remaining Board Members approve otherwise, from participation, voting and/or a seat on the Board of Directors if the requirements set forth in Sections 5.2 and 5.3 below are not met, or during any time period that a Member elects to become a "non-voting Member" pursuant to Section 5.3 below. During the time period that any Board Member is prohibited from participating pursuant to this section, such Board Member shall not be considered a member of the Board of Directors for purposes of determining whether a quorum of Board Members are present at any meeting or for purposes of determining whether any vote was approved by a majority of the Board Members.

5.2 Capital Contribution.

A. *Initial Capital Contribution.* Each original Member shall be responsible to contribute capital in the amount of $100,000.00.

B. *Subsequent Members Capital Contributions.* Entities becoming members subsequent to the original formation of the Corporation shall contribute capital at the inception of membership in the following amounts:

1.	City or Town with population less than 3500 people	$10,000
2.	City with population of 3501 to 25,000 people	$25,000
3.	City with population of 25,001 to 100,000 people	$50,000
4.	City with population of more than 100,000 people	$100,000

5. Any other form of entity – As may be determined by a 75% majority vote of the Members.

5.3 Cash Calls.

A. It is anticipated that certain expenses, after the initial capital contribution, may arise prior to the Corporation producing enough revenue to meet expenses. Each Member executing these bylaws, and each new Member who shall hereafter be admitted to membership in the Corporation, agrees to be responsible for its proportional share of any such expense as requested by majority vote of the Board, not to exceed $50,000.00[1] per year (subject to appropriation by each respective governing board). Annually, the Board shall adopt a budget and set the cash call for the new fiscal year. Members will take every action necessary to appropriate funds in a timely fashion, but in any event, shall make payment on or before December 31 of that fiscal year. Failure by any such Members to fulfill the requirement set forth herein shall prohibit the Member from participating as set forth in paragraph 5.1 until such time as all contribution requirements are satisfied or otherwise deferred as authorized under paragraph 5.4. Failure to meet this obligation within 12 months will constitute voluntary withdrawal of membership.

B. The amount payable by Members shall be calculated as follows:

1. Yuma County, Cocopah Indian Tribe and any city with a population in excess of 50,000 - $50,000.

2. Any City or town with a population of greater than 3500 but less than 50,000 - $25,000.

3. Any City or town with a population of less than 3500 - $10,000

4. Any other entity becoming a Member – As determined by a 75% majority vote of the Directors.

5.4 Deferment of Cash Calls.

Upon unanimous consent of the voting Members, any Member which has had its voting rights suspended for failure to fulfill the requirements set forth in paragraph 5.3 may request reinstatement of its status as a voting Member with a deferment of its outstanding Cash Call obligation until assets of Greater Yuma Port Authority are liquidated and distributed

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Amended on February 24, 2005, by action of the Greater Yuma Port Authority Board of Directors at a regular meeting to increase the maximum annual cash call amount to $50,000 from $40,000. Such action was subsequently approved by the governing bodies of the member entities.

under paragraph 7.1C, or any other equitable distribution of assets to Members which may occur during the corporate existence of Greater Yuma Port Authority. If unanimous consent is reached to authorize a request under this section, the Member making the request shall remit the Cash Call for the fiscal year in which the request is made and each fiscal year thereafter until dissolution of the Greater Yuma Port Authority. In the event that assets are distributed to the Members either during the corporate existence of Greater Yuma Port Authority or upon dissolution under paragraph 7.1C, the outstanding Cash Call obligation of any Member approved for deferment pursuant to this section must be satisfied in full prior to any distribution of any proportional share of any Greater Yuma Port Authority asset to said Member.

5.5 Voluntary Withdrawal of Member.[2]

Any Member may at any time voluntarily withdraw from membership and shall be entitled to repayment without interest of the Member's capital contribution, payable over a three-year term; or

At the request of the withdrawing Member, said Member may be allowed to remain as a non-voting member until dissolution, at which time the withdrawing Member would receive the amount set forth in paragraph 7.1C (the withdrawing Member may at any time prior to dissolution become reinstated as a voting Member by paying all outstanding assessments from the date of withdrawal); or

The withdrawing Member shall receive such amounts in satisfaction of its interest as the withdrawing Member and the remaining Members agree upon by unanimous consent; or that the City of Somerton, an original member, may withdraw as a member and become an ex-officio member and be entitled to repayment of the City of Somerton's capital contributions without interest, and further, that the City of Somerton may at any time prior to the dissolution become reinstated as a voting Member by paying capital contributions refunded equal to that made by each of the other original member entities prior to the City of Somerton's reinstatement. The City of Somerton specifically acknowledges that during the time the City has voluntarily withdrawn from membership it forfeits any right to the process in approving or disapproving changes of the By-Laws (except any change that would affect the City's right to reinstatement) or any other Greater Yuma Port Authority operations except as an Ex-Officio Member of the Board.

ARTICLE VI

[2] Amended on February 20, 2002, by action of the Greater Yuma Port Authority Board of Directors at a regular meeting to delete and replace the language set forth in section 5.4 in the original Bylaws, as proposed by the City of Somerton. The Chairman directed staff to forward the amendment to all member entities for approval. Although the member entities approved an amendment to section 5.4, such approvals included additional revised language to the new section 5.4, which the GYPA had not considered or approved.

Amended on May 17, 2007, by action of the Greater Yuma Port Authority Board of Directors at a special meeting to delete section 5.4 of the original Bylaws, in its entirety, and substitute the language set forth in section 5.4 of the First Amended and Restated Bylaws in its place, which is the version that was previously revised, and adopted and approved, by the member entities.

CONDUCT OF BUSINESS

6.1 Meetings.

A. *Open Meetings.* Any meeting held by the Board of Directors for any purpose whatsoever shall be open to the public.

B. *Annual Meetings.* An annual meeting of the Board of Directors shall be held in June of each year, for the purpose of examining the financial reports of the Authority and the transaction of any other business as may be brought before the meeting. At such annual meeting a full statement of the condition of the Authority shall be presented by the Chairman.

C. *Regular Meetings.* A regular meeting of the Board of Directors shall be held on a regular basis, the place, time and date to be fixed by the Board of Directors, however in no event less than quarterly. Initially, the regular meetings shall be scheduled monthly on the 4th Thursday of the month.

D. *Special Meetings.* All meetings other than annual meetings and regular meetings, if any, shall be special meetings. Special meetings may be called by the Chairman of the Authority or any two (2) Directors. The person or persons authorized to call special meetings of the Board of Directors may fix any place for holding any special meeting of the Board of Directors.

E. *Notice.* Notice of any meeting shall be given in compliance with Arizona's Open Meeting Law and given not less than twenty-four (24) hours prior to the date and time of the meeting by written notice delivered personally, mailed, faxed or emailed to each Director, or his agent, at his business or home address, or by telephone twenty-four (24) or more hours prior to such meeting. If notice be given by telephone, such notice shall be deemed to be delivered only when the person giving notice contacts the Director personally and prepares an Affidavit for filing with the corporate Secretary to that effect. All Notices shall contain a legend complying with the American with Disabilities Act. The Administrator shall endeavor to provide Director's with a copy of the Agenda and a complete meeting packet at least five working days prior to the date fixed for any regular meeting.

6.2 Committees.

A. *Committees*. Committees may be designated by a resolution adopted by a majority of the Directors present at a meeting at which a quorum is present. Members of each such committee need not be Directors of the Corporation, and the Chairman of the Corporation shall appoint the members thereof.

B. *Term of Office.* Each member of a committee shall continue as such for the period of time that the Board of Directors may determine.

C. *Chairman.* Committee chairmen must be Directors of the Corporation and shall be appointed by the Chairman of the Corporation.

D. *Vacancies.* Vacancies in the membership of any committee may be filled by appointments made in the same manner as provided in the case of the original appointments.

E. *Quorum.* Unless otherwise provided in the resolution of the Board of Directors designating a committee, a majority of the whole committee shall constitute a quorum and the act of a majority of the members present at a meeting at which a quorum is present shall be the act of the committee.

F. Duties. Committees shall perform such tasks as assigned by the Board of Directors and shall make such report and recommendations to the Board as is appropriate.

6.3 Officers of the Corporation.

The officers of the Corporation shall consist of the Chairperson, Vice Chairperson, and a Secretary/Treasurer and shall collectively constitute the Executive Committee.

6.4 Election-Term.

The Chairperson, Vice Chairperson and Secretary/Treasurer of the Corporation shall be elected by the Board at the next scheduled Board Meeting following the Annual Meeting. Officers shall serve terms of one (1) year each or until their successors are elected and qualified.

6.5 Chairperson of the Board.

The Chairperson of the Board shall preside at all meetings of the Board and the Executive Committee.

6.6 Vice Chairperson.

The Vice Chairperson in the absence of the Chairperson, shall assume all duties of that office and, upon the death, resignation, or removal of the Chairperson, the Vice Chairperson shall assume duties until a new Chairperson has been elected.

6.7 Secretary/Treasurer.

The Secretary/Treasurer shall keep the roll of Directors, give staff assistance in providing notice of all meetings and recorded minutes of the Boards, review and sign the minutes of such meetings and generally oversee the records, and shall perform such other duties as may be assigned by the Chairperson. The Secretary/Treasurer shall work with staff of the Corporation and shall accept contributions to the Corporation keep accurate accounts of all sums due and all expenditures made, and report the financial condition of the Corporation to the Board at each Regular Meeting.

6.8 Removal from Office.

Any officer may be removed from office as a result of failure to fulfill the duties of said office, or for conduct detrimental to the best interests of the Corporation. Said removal can only be effected by a two-thirds (2/3) vote of the Board of Directors. The officer removed shall be notified in writing.

ARTICLE VII
DISSOLUTION

7.1 Dissolution.

A. *Events of Dissolution*. The Corporation may be dissolved only upon written consent of each and every director of the Board, and at the approval of the governing body of each Member.

B. *Winding Up*. On the Corporation's dissolution, the business of the Corporation shall be wound up within a reasonable period of time, its assets liquidated, a final accounting made and the Corporation's books closed all in accordance with the applicable provisions of Title 10 of the Arizona Revised Statutes.

C. *Distribution of Liquidation Proceeds*.

1. Assets/Proceeds. Should any assets/proceeds in excess of liabilities exist following this Corporation's election to dissolve and winding up, the assets/proceeds shall be distributed to the Members. Any assets not disposed of shall be disposed of by the Superior Court of Yuma County, Arizona.

2. Liabilities. Upon dissolution and liquidation, any liabilities in excess of assets/proceeds will be divided equally among the remaining Members. A Member will be considered responsible under this paragraph unless it terminated its membership greater than two years prior to the date of the election to dissolve. Notwithstanding the foregoing, nothing in this provision shall cause the liabilities allocated to a Member to constitute a debt of such Member and the Member's obligation to make payment of such liability shall be at the sole discretion of the Member's governing body and shall be subject to appropriation.

ARTICLE VIII
LIMITATION OF LIABILITY AND INDEMNIFICATION

8.1 Indemnification.

A. To the extent permitted by law, each Member shall hold harmless and indemnify each other Member from any claim, liability or loss related to any funding, capital contribution, or in any manner whatsoever with regard to the individual participation by that Member to the fullest extent allowed by law, save for that caused by the indemnitee's intentional misconduct or sole negligence, or as specified in 7.1C.

B. *Liability*. No Officer or Director shall be liable to the Corporation for any loss or damage suffered by it on account of any action taken or not taken by him or her as an Officer or Director, if such person (1) exercised and used the same degree of care and skill as a prudent person would have exercised and used under the circumstances and in the conduct of his or her own affairs, or (2) took or failed to take such action in reliance upon advice of counsel for the Corporation or upon statements made or confirmation furnished by Officers or employees of the Corporation which he or she had reasonable grounds to believe. The foregoing shall not be exclusive of other rights and defenses to which he or she may be entitled as a matter of law.

C. *Indemnity*. Each Officer and Director, whether or not then in office, shall be held harmless and indemnified by the Corporation against all claims and liabilities and all expenses reasonably incurred or imposed upon him or her in connection with or resulting from any action, suit, or proceeding, civil or criminal, or the settlement or compromise thereof, to which he or she may be made party be reason of any action taken or failed to be taken by him or her as an Officer or Director of the Corporation in good faith, if such person, in the opinion of a court or the Board of Directors, (1) exercised and used the same degree of care and skill as a prudent person would have exercised and used under the circumstances in the conduct of his or her own affairs, or (2) acted upon advice of counsel for the Corporation or upon statements made or information furnished by Officers or employees of the Corporation which he or she had reasonable grounds to believe.

D. *Insurance*. The Corporation shall purchase and maintain insurance on behalf of, or insure or cause to be insured, any person who was or is a Director or Officer against any liability asserted against him or her or incurred by him or her in any such capacity or arising out of such status, whether or not the Corporation would have the power to indemnify him or her as provided by Arizona State Law.

ARTICLE IX
COMPENSATION

No Director or Officer shall be entitled to any compensation. However, the Board may reimburse reasonable out-of-pocket expenses of its Officers and/or Directors in the performance of duties, if such expenses are approved by the Board.

ARTICLE X
AMENDMENT

Amendments to these Bylaws may be adopted by the Board of Directors at any regular meeting or at a special meeting called for that purpose. Notice of any proposed amendments shall be included in a notice to the Members of the meeting at which the proposed amendment is to be considered. A resolution adopting the proposed amendment must receive approval by a three/fourths (3/4) vote of the Board of Directors and the approval of the governing body of each member.

ARTICLE XI
CONFLICTS OF INTEREST

11.1 Definitions.

A. *Port Authority*. Only for the purposes of this Article XI, Conflicts of Interest, "Port Authority" means and includes all Officers and Directors of the Port Authority and employees of the Port Authority, and their relatives.

B. *Relatives*. "RELATIVE" means the spouse, child, stepchild, grandchild, parent, grandparent, brother, or sister, of the whole or half blood, and their spouses.

C. *Substantial Interest*. "SUBSTANTIAL INTEREST" means substantial pecuniary or proprietary interest, either direct or indirect.

11.2 Specific Guidelines.

A. No Officer or Director shall participate in the decision-making process on any matter in which such person has a substantial interest, pursuant to State law.

B. Upon learning that Port Authority (or a Committee thereof) is involved in a matter in which an Officer or Director has a substantial interest, such Director or Officer shall notify the Chair of Port Authority of such interest and shall immediately withdraw from any further communication or discussion with any Officer, Director or employee of Port Authority with respect thereto.

C. No Officer or Director shall use his or her position as an Officer, Director, employee, or Committee Member of Port Authority to gain access to information or influence the decision-making process of either Port Authority or any governmental body or agency in connection with any Port Authority matter in which such Officer or Director has a substantial interest.

D. Upon receipt of notice from an Officer or Director that such person has a substantial interest in a matter in which Port Authority is involved, the Chair shall remove such Officer or Director from any discussion and not furnish or provide him or her with the information pertaining to that matter which is furnished to the other Port Authority Officer or Director; except to the extent that such information is generally available to the public at large.

11.3 Interpretation.

An Officer or Director who may have a substantial interest in a Port Authority matter may disclose the potential conflict of interest to the Chair and/or counsel to Port Authority for an interpretation of this conflict of interest policy.

ARTICLE XII
MISCELLANEOUS

12.1 Contracts, etc.

Except as otherwise provided by law or these Bylaws, an Officer or Officers, employee or employee or agent or agents of the Corporation as shall be specified by the Board may sign, in the name and on behalf of the Corporation, all deeds, bonds, contracts, leases, and other instruments or documents, the execution of which shall be authorized by a majority vote of the Board, and such authority may be general or confined to specific instances.

12.2 Checks, Drafts, etc.

All checks, drafts, notes, bonds, bills of exchange, or other orders, instruments, or obligations for the payment of money shall be signed and countersigned by such Officer or Officers, employee or employees, or agency or agents of the Corporation as shall be specified by the Board.

12.3 Notice and Waivers Thereof.

Whenever any notice to a Director or Officer is required by the Bylaws, by the Articles of Incorporation, or by any law, such notice, except as otherwise provided by law, may be given personally or in writing by mail addressed to such Director or Officer at his or her place of business, if any, or at such address as appears in the records of the Corporation as the home address of the Director or Officer. Any notice given by mail shall be deemed to have been given when it shall have been deposited, with the proper postage, in a post office in a regularly maintained letter box, or with a postal carrier. A waiver of such notice in writing, signed by the person entitled to such notice, whether before or after the time of the action for which such notice is required, shall be deemed the equivalent thereof, and the presence without objection at any meeting of any person entitled to notice thereof shall be deemed a waiver of such notice as to such person.

12.4 Interested Directors.

In the absence of fraud, no contract or transaction between the Corporation and a Director or any other Corporation or entity in which such Director is a Director or Officer, or is financially interested, shall be void or voidable for reason of the financial interest alone, provided that the fact of such common Directorship, Officership, or financial or other interest is disclosed or known to the Board, and that the Board approves such transaction or contract by a vote sufficient for such purpose without the vote of such interested Director. Such Director may, however, be counted in determining the presence of a quorum at such meeting.

12.5 Books and Records.

A. The Corporation shall keep complete books and records of account, shall keep minutes of the proceedings of its Board, and shall keep a record giving the names and addresses of the Directors entitled to vote, at the Principal office of business.

B. The Secretary/Treasurer shall report the financial condition of the Corporation to the Board at each Regular meeting.

C. The Corporation shall retain the services of a qualified certified public accounting firm which will review the financial records of the Corporation and provide a compiled financial statement on a quarterly basis to the Secretary/Treasurer.

D. At the Regular Board meeting following the end of each fiscal year, the Secretary/Treasurer shall present a report of the financial condition of the Corporation for the preceding fiscal year.

E. The Board of Directors may, by majority vote, require an independent audit to be initiated at any time when circumstances warrant such action.

F. Member entities retain the right to inspect the financial and other records of the Corporation during normal business hours.

12.6 Corporate Seal.

The Seal of the Corporation shall be impressed as follows: "GREATER YUMA PORT AUTHORITY, INCORPORATED 2000 ARIZONA" ADOPTED THIS 18TH DAY OF SEPTEMBER, 2000, BY THE BOARD OF DIRECTORS OF THE PORT AUTHORITY.

DATED this _____ day of _____, 2016.

_____
Chairman

Attest:

_____
Secretary