



NOTICE OF WORK SESSION

In accordance with §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 Work Session meeting at 6:30 p.m., Wednesday, October 4, 2017. The Work Session 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 SESION DE TRABAJO

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 Sesión de Trabajo a las 6:30 p.m., el día Miércoles, 4 de Octubre 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 que sean razonables para la participación en programas, actividades o servicios de la Ciudad, contactar al: Coordinador del Acta de Americanos con Discapacidades/Sección 504, Departamento de Recursos Humanos de la Ciudad de San Luis, 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, Actuaría de la Ciudad



AGENDA
Work Session
San Luis City Council
San Luis Council Chambers
1090 E. Union Street
San Luis, AZ 85349
October 4, 2017
6:30 p.m.

PLEASE TAKE NOTICE THAT MEMBERS OF THE CITY COUNCIL WILL ATTEND EITHER IN PERSON, TELEPHONE, OR VIDEO CONFERENCE COMMUNICATION; THE MAYOR OR ACTING MAYOR FOR THIS MEETING MAY CHANGE THE ORDER OF THE ITEMS.

- 1. CALL TO ORDER/ROLL CALL**
- 2. ITEMS FOR DISCUSSION ONLY**
 - 2. A.** Discussion and possible directions to staff on any and all matters regarding the approval of Layne Christensen Company proposal. **(Manuel Rojas, Assistant Director of Public Works)**
 - 2. B.** Discussion and possible directions to staff on any and all matters regarding a modification to the design contract with Core Engineering Group, LLC. **(Eulogio Vera, Director of Public Works)**
 - 2. C.** Discussion and possible directions to staff on any and all matters regarding an amendment to an existing Intergovernmental Agreement between the City of San Luis and Yuma County for roadway maintenance. **(Eulogio Vera, Director of Public Works)**
 - 2. D.** Discussion and possible directions to staff on any and all matters regarding appointing the Infrastructure Improvements Advisory Committee for the City of San Luis. **(Kay Marion Macuil, City Attorney)**
 - 2. E.** Discussion and possible directions to staff on any and all matters regarding Resolution No. 2009. A resolution of the Mayor and City Council of the City of San Luis, Arizona declaring October 15-21, 2017 as Arizona Cities and Towns Week. **(Tadeo A. De La Hoya, City Manager and Francia Alonso, Administrative Coordinator)**
- 3. ADJOURNMENT**

IN THE EVENT A MAJORITY OF THE COUNCIL IS NOT PRESENT, AN INFORMAL WORK SESSION MAY BE HELD.



AGENDA ITEM REVIEW FORM

Work Session

2.A.

Meeting Date: 10/04/2017

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

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

Action Requested: Discussion Item - No Action to be Taken

ITEM:

Discussion and possible directions to staff on any and all matters regarding the approval of Layne Christensen Company proposal. **(Manuel Rojas, Assistant Director of Public Works)**

SUMMARY:

Over the past year, staff has been working on repairs on the Layne Christensen Company, Manganese Treatment Unit pressure vessels on all the Well Sites. Through the years, pinholes have developed on the pressure vessels. In this Fiscal Year 2017-2018, staff budgeted to make the repairs of the pressure vessels and treatment media. Reviewing possible repair options, staff received some quotes on vessel repairs as well as for new media. From the cost proposals received, the budgeted allocation for the repairs on Well Site #4 and Well Site #6 for Fiscal Year 2017-2018 are sufficient to cover the repairs and media for pressure vessels at Well Site #3. After review, and due to proprietary information, it would be more economical for the City to contract Layne Christensen Company on the repairs and media replacement. Staff reviewed the new pressure vessel specifications, visited Maywood Mutual Water Company, approved the new specifications with a 2-year warranty and we are confident the new pressure vessels will perform. Staff recommends to sole source project for the reasons stated above.

RECOMMENDATION / SUGGESTED MOTION:

Discussion and possible directions to staff only, no action.

Supporting information not attached to the Agenda Item Review Form:

N/A

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:	Yes
CITY/STATE/FEDERAL FUNDS:	Water Enterprise Funds
TOTAL:	\$221,497.00
BUDGETED AMOUNT:	\$240,000.00
AVAILABLE AMOUNT TO TRANSFER:	\$0.00
ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE:	300-302-90000 Capital Outlay - Equipment \$292,481.36
FISCAL IMPACT STATEMENT (IF THIS IS A BUDGET TRANSFER, YOU MUST ATTACH THE BUDGET ADJUSTMENT FORM):	

Staff accessed the issue with damaged Manganese Treatment Units - pressure vessels from Well Site #3, #4, and #6. After review, staff recommend the replacement of vessels and treatment media. Subject purchase is an approved FY18 purchase.

300-302-90000 Capital Outlay- Equipment \$292,481.36

Attachments

Proposal



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June 27, 2017

City of San Luis, AZ
Public Works Department
1090 E Union Street
PO Box 3750
San Luis, AZ 85649

Attention: Manuel Rojas, CPM

RE: City of San Luis Manganese Treatment System Vessel Replacements Sites 3, 4, & 6

Dear Mr. Rojas:

Layne Christensen Company (Layne) has received your request for replacement vessels, media and installation for the existing filter vessels at Treatment Sites 3, 4, and 6 in addition to media removal and replacement at Treatment Sites 4 & 6. We understand the background and scope of this project and are pleased to provide the following products and services with this technical proposal for your review and consideration.

The following proposal is for nine (9) replacement vessels three per site and media for two sites. The size of the vessels varies per site, namely consisting of three (3) 48" diameter vessels at Site 3, three (3) 66" diameter vessels at Site 4 with gravel and media removal and replacement and three (3) 72" diameter vessels at Site 6 with gravel and media removal and replacement. The media will be LayneOx and gravel (same as existing). All of the vessels are ASME code vessels and are to be replaced "like in kind". The existing vessels had exhibited pin-hole corrosion and appeared to contain sand which potentially had served as an abrasion to the lining system causing premature failure. As a result an NSF abrasive resistant lining is suggested to provide for longevity of service.

After the site inspection visit (conducted in May of 2017), our assessment of the existing site conditions takes into consideration expected efforts to complete the replacement. Accordingly, our estimate includes the approximate labor and additional costs to replace the vessel on-site and to install the vessels in their place at each of the three targeted treatment sites. Media removal and replacement is for Treatment Sites 4 and 6 only (no media handling at Treatment Site 3). Should unknown or unforeseen circumstances or conditions arise, additional costs may occur.

WATER RESOURCES



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Thank you for the opportunity to provide you with this proposal and, please do not hesitate to call our office if you have any questions or need more information regarding this scope of work.

Regards,

ADAM SHUMWAY

Project Engineer

LAYNE | water + mineral + energy

1138 North Alma School Road, Suite 207 | Mesa,
AZ | 85201

Office: 602-345-8580 | Cell: 602-828-6954 | Fax:
602-345-8632

adam.shumway@layne.com | layne.com

PERRY PELITERA

Water Treatment Specialist

LAYNE | water + mineral + energy

1138 North Alma School Road, Suite 207 | Mesa,
AZ | 85201

Office: 602-345-8574 | Cell: 480-431-9177 | Fax:
602-345-8632

perry.pelitera@layne.com | layne.com

WATER RESOURCES

1138 N. Alma School Rd. Suite 207 Mesa, AZ 85201 | Office: 602.345.8600 | Fax: 602.345.8632 | layne.com



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I. SCOPE OF SUPPLY

The Water Technologies Group within the Water Resources Division of Layne is pleased to furnish replacement services with the following items and/or services included in our scope of work:

- a) Treatment Site 3 - Three (3) pressure filters, 48" diameter x 60" straight shell, carbon steel construction, designed to a maximum allowable working pressure of 100 PSIG. Vessels shall be lined with an abrasive resistant NSF approved lining. Exterior coating of the vessel to match existing original paint color.
- b) Treatment Site 4 - Three (3) pressure filters, 66" diameter x 60" straight shell, carbon steel construction, designed to a maximum allowable working pressure of 100 PSIG. Vessels shall be lined with an abrasive resistant NSF approved lining. Exterior coating of the vessel to match existing original paint color. Filter vessel support gravel to cover the lower hub and lateral distributor and & 36" bed depth of LayneOx media per vessel. Filter media will be shipped loose to be installed on site.
- c) Treatment Site 6 - Three (3) pressure filters, 72" diameter x 60" straight shell, carbon steel construction, designed to a maximum allowable working pressure of 100 PSIG. Vessels shall be lined with an abrasive resistant NSF approved lining. Exterior coating of the vessel to match existing original paint color. Filter vessel support gravel to cover the lower hub and lateral distributor and & 36" bed depth of LayneOx media per vessel. Filter media will be shipped loose to be installed on site.
- d) Each size vessel will be supplied with ASME code calculations.

Engineering Services, Start-Up, and Installation

- e) One (1) trip with up to five (5) consecutive 8-hour days, of field technical service.
- f) Expected and estimated installation services include:
 - a. Delivery and off-loading of filter vessels at each site.
 - b. Labor to remove old tanks, install new tanks and test the filter system. Labor is estimated to consist of five (5) ten-hour days per site, including crane operator and helper per site.
 - c. Replacement hardware and gaskets as needed at vessel flange faces.
 - d. Labor to remove and replace media in vessels at sites 4 & 6.

WATER RESOURCES

II. PRICE

The proposed sale price of the vessels, media and installation services is \$221,497. Please also note the items listed as exclusions below.

The terms of payment for the proposed equipment and services are as follows:

- 75% with purchase order
- 25% after start-up assistance

III. ADDITIONAL FIELD SERVICES

The following rates will apply for any field work performed in addition to or not outlined in the above scope of supply.

1) Field Service Engineer:

- a. daily rate: \$1,200 per day on-site
- b. expenses: cost of travel and expenses plus 20%

IV. EXCLUSIONS

The following items and/or services are not included in Layne Water Technologies' scope of work:

- Field services of any kind, except as noted above.
- P.E. services of any kind, except as noted above.
- Design, supply, or installation of anchor bolts, except as noted above.
- Electrical wiring or conduit of any kind, except as noted above.
- Piping or pipe fittings, hardware and gaskets, except as detailed above.
- Field painting of any kind.
- Disinfection chemicals and disinfection labor.
- Permits of any kind apart from vehicle permits for Layne supplied equipment.
- Motor starters and motor control centers, except as noted above.
- Bonding of any kind.
- Taxes of any kind.
- Any items or services not listed above as part of this proposal.

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V. CLARIFICATIONS AND EXCEPTIONS

- 1) Customer to provide for access to treatment sites during hours of installation for the installation period. Estimated work to transpire for 10 hours per day for 5 days per treatment site. Site access is expected to include suitable level ground for crane loading and lifting of replacement vessels and removal of existing vessels.
- 2) It is anticipated that the treatment vessels will be installed in successive order.

Please refer to our two (2) page Standard Terms and Conditions of Sale attached, which are a part of this proposal. This proposal and the attached Standard Terms and Conditions of Sale cannot be modified in any way except by the express written permission of Layne. Price quoted will remain valid for 30 days from quotation date.

Our standard delivery terms for the vessels are: shipment - 10 to 12 weeks after receipt of fully executed purchase order. All delivery estimates are approximate. Layne will work with you to meet your specific delivery requirements. All deliveries, including estimated time of arrival of equipment on site, are approximate and cannot be guaranteed. Freight carriers are not under Layne's control and are subject to unpredictable delays. Layne will not accept any back charges due to shipments arriving at times other than the estimated time. This includes, but is not limited to, consequential damages, costs of delay, standby charge for equipment or personnel, etc.

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LAYNE CHRISTENSEN COMPANY – WATER TREATMENT DIVISION

STANDARD TERMS AND CONDITIONS OF SALE

ACCEPTANCE:

Sale of any products or services (hereafter, the “Products”) by Layne Christensen Company – Water Treatment Division (“Seller”) to Purchaser shall be subject to the terms and conditions of sale contained herein. No change in or addition to these terms shall be binding upon Seller unless specifically accepted in writing by Seller. Seller objects in advance to any additional or different terms proposed in Purchaser’s order.

PRICING:

Prices shall be Seller’s price in effect at time of shipment unless otherwise specified in Seller’s written quotation. Quotations automatically expire 30 calendar days from quotation date and may be canceled at any time by written notice.

FORCE MAJEURE LIMITATION:

Seller shall not be liable for any loss, damage or expense resulting from delay or failure in the performance of Seller’s obligations hereunder if such delay or failure is due to acts of God or the public enemy, strikes, labor troubles, fire, explosions, riots, war, governmental orders or restrictions, shortages of materials or labor, delay in transportation, theft, accidents or any other cause which is beyond Seller’s reasonable control. Upon the occurrence of any such event preventing the Seller from performing all of its then outstanding contracts, the Seller shall then be entitled to perform such of its contracts as it may select and shall incur no liability to the Purchaser by reason of performing contracts other than this agreement. The Seller’s total liability for damages related to the performance of or failure to perform this agreement shall be limited to the amount of the contract price. **IN NO EVENT SHALL THE SELLER BE LIABLE FOR LOSS OF PROFITS BY REASON OF PLANT SHUTDOWN, NON-OPERATION OR INCREASE IN EXPENSE OF OPERATION OF OTHER EQUIPMENT OR FACILITIES OR FOR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES.**

DELIVERY:

Shipping dates are estimates only and are based on Seller’s projected production schedules and commitments by suppliers. **DELAY IN SHIPMENT OR VARIANCE FROM SHIPPING SCHEDULE SHALL NOT BE CAUSE FOR CANCELLATION OR CLAIM FOR DAMAGE.** Receipt by the Purchaser of any Products shall constitute acceptance of delivery and waiver of any claims due to delay.

WARRANTY:

Products manufactured by the Seller and sold under this agreement are warranted to be free from defects in materials and workmanship for one year from the date of shipment to the Purchaser. Goods manufactured by other than Seller and sold under this agreement are warranted only to the extent of such manufacturer’s warranty. Seller’s obligation is limited to repair or replacement F.O.B. Seller’s plant when examination of any such Products shall disclose them to Seller’s satisfaction to have been defective and Purchaser shall have promptly notified Seller of the discovery of any such defect. At Seller’s option, such Products shall be returned to Seller, transportation charges prepaid, for such examination. This warranty is conditioned upon the Purchaser making full and complete payment to Seller pursuant to the payment terms hereof and does not apply to any Products which have been opened, disassembled, repaired or altered by anyone other than Seller or subjected to misuse or abuse. Corrosion, erosion, deterioration from unusual causes, normal wear and tear, or operating conditions more severe than those for which the product is designed are expressly excluded from this warranty. Warranty on product repairs or replacement parts shall extend for the unexpired warranty period of the original product. **THERE ARE NO WARRANTIES EXPRESS OR IMPLIED WHICH EXTEND BEYOND THOSE EXPRESSLY STATED HEREIN, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

PAYMENTS:

Terms of payment are net 30 days. The maximum legal rate of interest and all costs of collection (including attorney’s fees) shall be charged on past due accounts. All orders are subject to the continuing approval of Seller’s credit department. If Purchaser is in default in any payment, Seller may declare all payments for work completed immediately due and payable, stop all further work until payments are brought current and/or require advance payment for future shipments. Where delivery is prevented or delayed by Purchaser, in such event storage of goods shall be at Purchaser’s expense and risk. If the financial condition of the Purchaser at any time does not in the judgment of Seller justify continuance of production or shipment on the terms of payment set forth herein, Seller may require full or partial payment in advance or shall be entitled to cancel any order then outstanding and shall receive reimbursement for its reasonable and proper cancellation charges. In the event of bankruptcy or insolvency of the Purchaser or in the event any proceeding is brought against the Purchaser, voluntarily or involuntarily under the bankruptcy or any insolvency laws, Seller shall be entitled to cancel any order then outstanding at any time during the period allowed for filing claims against the estate and shall receive reimbursement for its reasonable and proper cancellation charges.

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CHANGES:

Seller reserves the right to change or modify the design and construction of its Products and to substitute other suitable materials.

DRAWINGS:

If drawings are furnished with this proposal, they are submitted only to show the general style, arrangement and approximate dimensions of the equipment offered. No work is to be based upon proposal drawings. Foundation or assembly drawings certified by the Seller will be furnished, when required, after final acceptance of Purchaser's order. It is the Purchaser's responsibility to verify that the data given on certified drawings is suitable for applicable installation conditions. Any changes made after the order is released for manufacture will be subject to extra charges.

TITLE/RISK OF LOSS/DEFAULT:

Unless otherwise specified by Seller, delivery will be made F.O.B. point of shipment to Purchaser. Title to right of possession and ownership of Products covered herein shall remain vested in Seller until the entire purchase price herein provided for shall have been paid in full in cash, and the Purchaser agrees to do all acts necessary to perfect and maintain such right and title in the Seller. In case of failure or refusal to make payments when due, then and in any such event the whole of the unpaid portion of the purchase price shall, at Seller's option, become immediately due and payable and in case of such default on Purchaser's part, Seller shall thereupon have the right to enter the premises upon which such property shall be installed and take possession of and remove the same without legal process. This equipment shall retain its character as personal property regardless of its mode of attachment. Risk of loss or damage shall pass to Purchaser on delivery to carrier.

TAXES:

In addition to any price specified herein, Purchaser shall pay the gross amount of any present, or future sales, use, excess, value added or other similar tax applicable to the price, sale or delivery of any Products or their use by Seller or Purchaser, or Purchaser shall furnish Seller with a tax exempt certificate acceptable to the taxing authorities.

CANCELLATION:

Any order placed with Seller may be cancelled by the Purchaser only upon payment of reasonable cancellation charges, which shall take into account expenses already incurred and commitments made by the Seller.

RETURNED GOODS:

Unused Products of current manufacture may be returned for credit only upon written consent of Seller and with transportation charges prepaid. All such returns shall be subject to a handling charge and reduced by the amount of assembly charges involved in the original equipment, dismantling charges involved in placing the material back in stock, the amount of unusable materials, plus a charge equal to any transportation costs which Seller paid in making original shipments. Products which are obsolete or made to special order are not returnable.

GENERAL:

The terms and conditions hereof cancel and supersede all previous understandings or agreements relating to the Products covered hereunder, written or oral, between Seller and Purchaser and contain the entire understanding of the parties hereto. No waiver, alteration, deletion or modification of or addition to any of the provisions hereof shall be binding unless in writing and signed by a duly authorized representative of the Seller. If any term, provision or condition contained herein shall, to any expert, be invalid or unenforceable, the remainder of the terms, provisions and conditions hereof other than those which are invalid or unenforceable, shall not be affected thereby and each term, provision and condition of this order shall be valid and enforceable to the fullest extent permitted by law. This order and all rights and obligations of the parties shall be construed and interpreted under and pursuant to the laws of the State of Texas.

THE END

WATER RESOURCES



AGENDA ITEM REVIEW FORM

Work Session

2.B.

Meeting Date: 10/04/2017

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

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

Action Requested: Discussion Item - No Action to be Taken

ITEM:

Discussion and possible directions to staff on any and all matters regarding a modification to the design contract with Core Engineering Group, LLC. **(Eulogio Vera, Director of Public Works)**

SUMMARY:

Staff is requesting approval to modify an existing contract the City of San Luis has with Core Engineering Group, LLC. They are the designer of 1st and 4th Avenues and Juan Sanchez Boulevard Intersection Improvements Project. Due to funding limitations, the project was separated into two (2) phases. Phase 1 was completed early FY 2017.

Moving forward with Phase 2 of the project, staff is expanding the scope of the project to add some improvements on Union and 4th Avenue Intersection as well as some widening on 4th Avenue, south of Juan Sanchez Boulevard. We also recommend the replacement of a section of waterline that is under the proposed new intersection.

The attached proposed contract modification would cover design fees for the above mentioned scope changes and will provide the City a bid ready package. The contract modification is in the amount of \$35,279.00.

RECOMMENDATION / SUGGESTED MOTION:

Discussion and possible directions to staff only, no action.

Supporting information not attached to the Agenda Item Review Form:

N/A

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:	Yes
CITY/STATE/FEDERAL FUNDS:	HURF
TOTAL:	\$35,150.00
BUDGETED AMOUNT:	\$550,000.00
AVAILABLE AMOUNT TO TRANSFER:	n/a
ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE:	HURF Funds GL Acct. #200-210-90010 / Remaining balance \$550,000.00

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

HURF Funds
GL # 200-210-90010
550,000

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:	Yes
CITY/STATE/FEDERAL FUNDS:	State - Hurf
TOTAL:	\$35,279.00
BUDGETED AMOUNT:	\$1,400,000.00
AVAILABLE AMOUNT TO TRANSFER:	N/A
ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE:	HURF Funds GL Acct. #200-210-90010 / Remaining balance \$1,269,700.00

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

GL ACCOUNT 200-210-90010
Hurff
Available - \$1,269,700

Attachments

Contract Modification
Original Design Contract



Core Engineering Group, PLLC

200 E. 16th Street, Suite #150
Yuma, Arizona 85364

voice 928-344-5931
fax 928-344-5932

www.CoreEngineeringGroup.com

Mr. Eulogio Vera, PE
City of San Luis Public Works Department
1090 E. Union Street
San Luis, AZ 85349

Re: 4th Avenue / 1st Avenue and Juan Sanchez Boulevard Roadway Improvements
Change Order – Waterline Additional / Misc. Roadway
Scope and Fee Proposal

Dear Mr. Vera:

Per your request, the following is our scope of services for additional services under roadway design of the 4th Avenue / 1st Avenue and Juan Sanchez Boulevard area near the Gadsden Elementary School District Campus (GESD). Enclosed please find the fee proposal for the construction documents as we discussed.

The scope includes the replacement of the existing asbestos waterline in 4th Avenue and modifications to the street and right-of-way.

The first section is the improvements of the 4th Avenue waterline from Juan Sanchez Boulevard south to the end of the asbestos pipe. The second section includes modifications to the roadway design along 4th Avenue, extension of the 4th Avenue roadway improvements from E Street to the southern subdivision, extension of the 4th Avenue roadway improvements to Union Street, widen the Union Street intersection, modifications to the right-of-way and right-of-way exhibits, and miscellaneous minor scope changes during Phase 1 and Phase 2.

Common to each section shall be the development of details as well as right-of-way research on all segments, specifications, and cost estimate. Construction phase services shall be under separate contract at the discretion of the City of San Luis.

The project scope of work shall not include a lighting design, SWPPP, construction phasing, traffic control plans, geotechnical design, implementation of the ADOT DCR, It is assumed that the pavement design from the previous phase will be used.

The proposed fee schedule is attached. Please do not hesitate to contact me if you have any questions or need further clarification.

Sincerely,
Core Engineering Group, PLLC

Douglas J. Nicholls, PE, RLS
Member
attch

CORE ENGINEERING GROUP, PLLC

CONTRACT NO. _____
PROJECT NO. _____
New Contract: _____
Contract Mod: _____

JUAN SANCHEZ BLVD and 4th AVENUE ROADWAY - WATERLINE & ROADWAY MOD
DERIVATION OF COST PROPOSAL
(Round figures to the nearest \$1.00)

ESTIMATED DIRECT LABOR

Classification	Estimated Hours	Proposed Hourly Rate	Proposed Labor Cost
Project Manager	27	\$125.00	\$3,375
Senior Project Engineer	41	\$115.00	\$4,715
Project Engineer	139	\$100.00	\$13,900
Technician	196	\$75.00	\$14,700
Survey Crew	8	\$145.00	\$1,160
Clerical	15	\$45.00	\$675
Total Proposed Labor Cost:			\$35,150

ESTIMATED DIRECT EXPENSES

Reproduction	\$21
Communications	\$0
Survey Supplies	\$0
Transportation	\$108

Total Estimated Direct Expenses: \$129

ESTIMATED OUTSIDE SERVICES

Firm	Method Of Comp.	Cost
None		\$0

Total Estimated Outside Services: \$0

Subtotal: \$35,279

TOTAL ESTIMATED COST: \$35,279



Signature



Date

CORE ENGINEERING GROUP, PLLC

CONTRACT NO. _____
 PROJECT NO. _____
 New Contract: _____
 Contract Mod: _____

**JUAN SANCHEZ BLVD and 4th AVENUE ROADWAY PROJECT - WATERLINE & ROADWAY MOD
 BASIS FOR ESTIMATED DIRECT EXPENSES**

REPRODUCTION

	No. of Sets	No. of Sheets	Each	Total
Photo Copies (8 1/2 x 11)	10	5	\$0.05	\$3
Photo Copies (11x17)	10	12	\$0.15	\$18
Mylars	0	12	\$5.00	\$0
Delivery	0	1	\$5.00	\$0
Federal Express	0	1	\$35.00	\$0
Recorded Document Copies	0	4	\$4.00	\$0

Subtotal \$21

COMMUNICATIONS

Telephone Charges	Months	Cost Per Month
	0	\$ -

Subtotal \$0

SURVEY SUPPLIES

	No. of Points	Each	Total
Aerial Panels	0	\$0.00	\$0
Potholing Supplies	0	\$10.00	\$0

Subtotal \$0

TRANSPORTATION

Mileage (Company Vehicle)
 \$0.585

	No. of Trips	Miles per Trip	Total Miles	Total Cost per Trip
Progress Meetings (San Luis)	1	40	40	\$23.40
Progress Meetings (Yuma)	0	4	0	\$0.00
Misc. Meetings / Deliveries (Yu)	0	0	0	\$0.00
Site Visits	1	40	40	\$23.40
City Reviews	1	40	40	\$23.40
Utility Coordination Meetings	6	4	24	\$14.04
Allowance for Survey	1	40	40	\$23.40

Subtotal 184 \$107.64

Per Diem

	No. of Trips	No. of Days per Trip	Cost per Day	Total Cost
Lodging	0	0	\$106.00	\$0.00
Subsistence	0	0	\$54.00	\$0.00

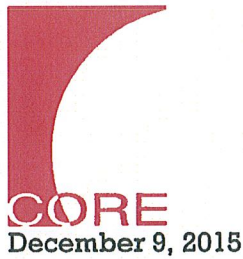
Subtotal \$0.00

Subtotal \$108

Total Estimated Direct Expenses: \$129

STAFFHOUR ESTIMATE SUMMARY

Hour Estimate for								
JUAN SANCHEZ BLVD and 4th AVENUE ROADWAY - WATERLINE & ROADWAY MOD								
CORE HOUR SUMMARY								
Work/Scope Item	PM	Sen Proj Eng	Proj Eng	Tech	Survey Crew	Admin	Totals	Sheets
4th AVE WATERLINE REPLACEMENT	1	8	20	40	0	3	72	5
JSB and 4th AVE ROADWAY MOD.	6	23	79	136	8	6	258	7
MANAGEMENT	20	10	40	20	0	6	96	0
TOTAL HOURS	27	41	139	196	8	15	426	12
Percent of Hours	6%	10%	33%	46%	2%	4%	100%	
4th AVE WATERLINE REPLACEMENT								
Plan and Profile Sheet	1	4	12	24	0	2	43	1
Waterline Details	0	4	8	16	0	1	29	2
	0	0	0	0	0	0	0	2
TOTALS	1	8	20	40	0	3	72	5
JSB and 4th AVE ROADWAY MOD.								
Roadway Plans and Profiles	1	8	24	40	0	1	74	2
Intersection Staking Plans	1	4	12	24	0	1	42	1
Pavement Marking and Signing Plan	1	2	13	20	0	1	37	2
Additional Topo	0	1	6	16	8	1	32	1
Right-Of-Way Adjustments	2	4	16	20	0	1	43	
Right-Of-Way Exhibit	1	4	8	16	0	1	30	1
							0	
TOTALS	6	23	79	136	8	6	258	7
MANAGEMENT								
95% Submittal	0	0	2	4	0	1	7	
100% Submittal	0	0	2	4	0	0	6	
Specifications	1	2	8	0	0	2	13	
Propable Cost of Construction	1	4	8	4	0	1	18	
Utility Co. Coordination	2	4	20	8	0	1	35	
Bidding Assistance	0	0	0	0	0	0	0	
Management	16	0	0	0	0	1	17	
TOTALS	20	10	40	20	0	6	96	0



Core Engineering Group, PLLC

200 E. 16th Street, Suite #150

Yuma, Arizona 85364

voice 928-344-5931

fax 928-344-5932

www.CoreEngineeringGroup.com

Mr. Eulogio Vera, PE
City of San Luis Public Works Department
1090 E. Union Street
San Luis, AZ 85349

Re: 4th Avenue / 1st Avenue and Juan Sanchez Boulevard Roadway Improvements
Scope and Fee Proposal

Dear Mr. Vera:

Per your request, the following is our scope of services for a roadway design of the 4th Avenue / 1st Avenue and Juan Sanchez Boulevard area near the Gadsden Elementary School District Campus (GESD). Enclosed please find the fee proposal for the construction documents as we discussed.

The scope includes three sections of roadway improvements. These improvements are guided by the traffic study recently completed.

The first section is the improvements of 1st Avenue from D Street to Juan Sanchez Boulevard. The scope shall perform pavement preservation activities on the older pavement and install a sidewalk on the west side of the street. The drainage pattern of the roadway will be analyzed and a local basin shall be design as needed. The north leg of 1st Avenue with Juan Sanchez Blvd shall be realigned to be perpendicular to Juan Sanchez. Only existing right-of-way shall be utilized; no new right-of-way will be acquired. This section shall also include the installation of the Rectangular Rapid Flashing Beacons crossing Juan Sanchez Blvd. per the traffic study recommendation. Pavement markings and any needed signage changes shall also be included.

The second section is the pavement preservation of Juan Sanchez Boulevard from Main Street to 1st Avenue. The full pavement section shall be replaced and a profile set that will work with future curb and gutter of this section. The western edge shall meet the improvements by the recent ADOT Main Street project. The east end will cover the 1st Avenue intersection at a minimum.

The third section is the widening of the Juan Sanchez Boulevard and 4th Avenue intersection and the design of a traffic signal. The design shall accommodate the ADOT DCR alignment of this intersection, increased to meet any additional information from the recent traffic study. CivTech will provide QA support on the traffic signal design. The traffic signal standards shall match the ADOT traffic signal design.

Common to each section shall be the development of details as well as right-of-way research on all segments, specifications, and cost estimate. Three meetings are assumed for the development of the project. Although the scope has been described in three sections, the construction documentation will be in two separate bid packages, first 2 segments in the first package and the third segment into the last bid package. The first package will be ready for bid by February 15th, 2016. The second package will proceed after the first package is ready

for bid. The scope of work shall include bidding assistance. Construction phase services shall be under separate contract at the discretion of the City of San Luis.

The first bid package will have a line-and-grade submittal, 95% submittal and a final signed and sealed submittal. The second bid package will have a 30% submittal, 95% submittal and a final sealed and signed submittal. No federal funding is anticipated for this contract.

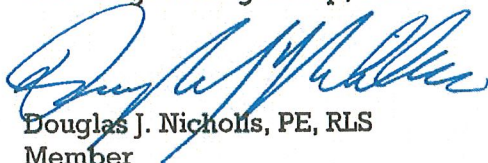
The project scope of work shall not include a lighting design, SWPPP, construction phasing, traffic control plans, geotechnical design, implementation of the ADOT DCR, the design of the north leg of 1st Avenue north of Juan Sanchez Boulevard, and pavement design. It is assumed that the pavement design from the ADOT Main Street project will be used for the 1st Avenue improvements and the pavement along Juan Sanchez Boulevard will be to match the existing thickness to County specification standards.

The proposed fee schedule is attached. Please do not hesitate to contact me if you have any questions or need further clarification.

The proposed project schedule is as follows:

- | | |
|-----------------------------------|---------------------|
| 1. Topo and Line and Grade Design | Jan 8 th |
| 2. 95% Submittal | Jan 31 |
| 3. Final PS&E Signed | Feb 15 |
| 4. Bids Opened | Feb 27 |
| 5. Construction Quick Start | Mar 14 |
| 6. Construction End | June 15 |

Sincerely,
Core Engineering Group, PLLC



Douglas J. Nicholls, PE, RLS
Member
attch

CORE ENGINEERING GROUP, PLLC

CONTRACT NO. _____
PROJECT NO. _____
New Contract: _____
Contract Mod: _____

JUAN SANCHEZ BLVD and 4th AVENUE ROADWAY PROJECT
DERIVATION OF COST PROPOSAL
(Round figures to the nearest \$1.00)

ESTIMATED DIRECT LABOR

Classification	Estimated Hours	Proposed Hourly Rate	Proposed Labor Cost
Project Manager	40	\$125.00	\$5,000
Senior Project Engineer	40	\$115.00	\$4,600
Project Engineer	255	\$100.00	\$25,500
Technician	302	\$75.00	\$22,650
Survey Crew	24	\$145.00	\$3,480
Clerical	29	\$45.00	\$1,305
Total Proposed Labor Cost:			\$57,535

ESTIMATED DIRECT EXPENSES

Reproduction	\$94
Communications	\$0
Survey Supplies	\$0
Transportation	\$164

Total Estimated Direct Expenses: \$258

ESTIMATED OUTSIDE SERVICES

Firm	Method Of Comp. T&M	Cost
CivTech		\$2,110

Total Estimated Outside Services: \$2,110


Subtotal: \$59,903

TOTAL ESTIMATED COST: \$59,903



Signature

12/10/15
Date



Signature (City of San Luis)

12/17/2015
Date

STAFFHOUR ESTIMATE SUMMARY

Hour Estimate for JUAN SANCHEZ BLVD - MAIN STREET to 4TH AVENUE								
ROADWAY DESIGN								
CORE HOUR SUMMARY								
Work/Scope Item	PM	Sen Proj Eng	Proj Eng	Tech	Survey Crew	Admin	Totals	Sheets
1st AVE SOUTH - JSB to D ST	5	9	71	99	8	8	200	13
JSB - MAIN ST to 1st AVE	2	3	15	34	8	3	65	3
JSB and 4th AVENUE INTERSECTION	3	8	97	148	8	10	274	17
MANAGEMENT	30	20	72	21	0	8	151	0
TOTAL HOURS	40	40	255	302	24	29	690	33
Percent of Hours	6%	6%	37%	44%	3%	4%	100%	
1st AVE SOUTH - JSB to D ST								
Title Sheet	0	0	0	1	0	0	1	1
Topo Survey	0	0	1	16	8	1	26	2
Roadway Plans (S/W and Pave Pres)	1	2	18	16	0	1	38	2
Roadway Details	0	1	12	10	0	1	24	2
Drainage Review/Design	1	1	8	12	0	1	23	1
Intersection Realignment	1	2	10	12	0	1	26	1
RR Flashing Beacon	1	2	8	8	0	1	20	1
Pavement Marking and Signing Plan	1	1	6	8	0	1	17	1
Pavement Marking and Signing Details	0	0	8	16	0	1	25	2
TOTALS	5	9	71	99	8	8	200	13
JSB - MAIN ST to 1st AVE								
Topo Survey	0	0	1	12	8	1	22	1
Roadway Plans	1	1	8	12	0	1	23	1
Pavement Marking and Signing Plan	1	2	6	10	0	1	20	1
							0	
							0	
TOTALS	2	3	15	34	8	3	65	3
JSB and 4th AVENUE INTERSECTION								
Title Sheet	0	0	0	1	0	0	1	1
Topo Survey	0	0	1	16	8	1	26	3
Roadway Plans (Intersection Wid. & Pave Pres)	1	2	24	30	0	2	59	3
Roadway Details	0	1	6	4	0	0	11	1
Traffic Signal Plans	1	2	36	48	0	4	91	1
Traffic Signal Details	1	2	16	30	0	2	51	3
Pavement Marking and Signing Details	0	0	2	4	0	0	6	2
Pavement Marking and Signing Plan	0	1	12	16	0	1	30	4
TOTALS	3	8	97	148	8	10	274	17
MANAGEMENT								
30% Submittal	0	0	4	2	0	1	7	
95% Submittal	0	0	4	2	0	1	7	
100% Submittal	0	0	4	2	0	0	6	
Meetings (3 Mtgs)	9	3	12	3	0	1	28	
Right-Of-Way Research	0	1	2	12	0	0	15	
Specifications	2	6	18	0	0	2	28	
Propable Cost of Construction	1	2	12	0	0	1	16	
Bidding Assistance	8	8	16	0	0	1	33	
Management	10	0	0	0	0	1	11	
TOTALS	30	20	72	21	0	8	151	0

CORE ENGINEERING GROUP, PLLC

CONTRACT NO. _____
 PROJECT NO. _____
 New Contract: _____
 Contract Mod: _____

**JUAN SANCHEZ BLVD and 4th AVENUE ROADWAY PROJECT
 BASIS FOR ESTIMATED DIRECT EXPENSES**

REPRODUCTION

	No. of Sets	No. of Sheets	Each	Total
Photo Copies (8 1/2 x 11)	18	5	\$0.05	\$5
Photo Copies (11x17)	18	33	\$0.15	\$89
Mylars	0	33	\$5.00	\$0
Delivery	0	1	\$5.00	\$0
Federal Express	0	1	\$35.00	\$0
Recorded Document Copies	0	4	\$4.00	\$0

Subtotal \$94

COMMUNICATIONS

Telephone Charges	Months	Cost Per Month
	0	\$ -

Subtotal \$0

SURVEY SUPPLIES

	No. of Points	Each	Total
Aerial Panels	0	\$0.00	\$0
Potholing Supplies	0	\$10.00	\$0

Subtotal \$0

TRANSPORTATION

Mileage (Company Vehicle)
 \$0.585

	No. of Trips	Miles per Trip	Total Miles	Total Cost per Trip
Progress Meetings (San Luis)	3	40	120	\$70.20
Progress Meetings (Yuma)	0	4	0	\$0.00
Misc. Meetings / Deliveries (Yu)	0	0	0	\$0.00
Site Visits	0	4	0	\$0.00
City Reviews	0	4	0	\$0.00
Utility Coordination Meetings	0	1	0	\$0.00
Allowance for Survey	4	40	160	\$93.60

Subtotal 280 \$163.80

Per Diem

	No. of Trips	No. of Days per Trip	Cost per Day	Total Cost
Lodging	0	0	\$106.00	\$0.00
Subsistence	0	0	\$54.00	\$0.00

Subtotal \$0.00

Subtotal \$164

Total Estimated Direct Expenses: \$258



AGENDA ITEM REVIEW FORM

Work Session

2.C.

Meeting Date: 10/04/2017

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

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

Action Requested: Discussion Item - No Action to be Taken

ITEM:

Discussion and possible directions to staff on any and all matters regarding an amendment to an existing Intergovernmental Agreement between the City of San Luis and Yuma County for roadway maintenance. **(Eulogio Vera, Director of Public Works)**

SUMMARY:

Staff is requesting approval to amend an existing Intergovernmental Agreement (IGA) with Yuma County that allows them to do up to \$100,000.00 worth of roadway maintenance work for the City of San Luis.

The amendment would increase the amount to \$250,000.00 and allow them as well as their contractors to do much more work for us. This would allow us to include more street to their chip seal contract with Cactus Asphalt in the next couple of months.

The City Attorney has reviewed the draft version of the amendment, which is attached, but the final version will be attached to the agenda item for the regular meeting on October 4, 2017.

RECOMMENDATION / SUGGESTED MOTION:

Discussion and possible directions to staff only, no action.

Supporting information not attached to the Agenda Item Review Form:

N/A

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:	Yes
CITY/STATE/FEDERAL FUNDS:	HURF
TOTAL:	250,000
BUDGETED AMOUNT:	\$1,400,000.00
AVAILABLE AMOUNT TO TRANSFER:	n/a
ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE:	GL #200-210-90010 Capital Outlay - Improvement Roads / Remaining Balance \$1,269,700.00

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

HURF Funds
GL #200-210-90010 Capital Outlay - Improvement Roads
\$1,267,700

Attachments

Draft Amendment
Original IGA

AMENDMENT No. 1 TO INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF SAN LUIS AND YUMA COUNTY FOR ROAD MAINTENANCE

This Amendment No. 1 is to amend the aforementioned Intergovernmental Agreement between the City of San Luis and Yuma County executed on October 5, 2015.

RECITALS

WHEREAS, the City has requested the County to perform road maintenance and construction; and

WHEREAS, the requested road work will result in the annual costs exceeding the threshold identified within the agreement.

NOW, THEREFORE, in consideration of the terms and conditions contained herein, the parties agree as follows:

- 1. Section 4 of the aforementioned agreement shall be replaced with the following:

The City shall pay to the County the reasonable, actual costs for the work performed on the City roadways. Costs may not exceed \$250,000 per fiscal year. The County shall invoice the City monthly for the City's share of the actual, reasonable cost of the Project for the work performed during the previous calendar month. The City shall pay the County for the City's portion of the work within thirty (30) days of invoice by the County. Upon Completion of the Project, the County shall compute the total actual cost of the project. Any payments due, or credit, shall be reconciled within sixty (60) days.

BE IT FURTHER RESOLVED, that the remainder of the Agreement is not changed and remains in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 1 to be duly executed the day and year last here written.

Dated _____, 2017

Dated _____, 2017

CITY OF SAN LUIS

YUMA COUNTY

By _____

By _____

City Administrator

Marco "Tony" Reyes
Chairman, Board of Supervisors

ATTEST:

ATTEST:

Sonia Cuello
City Clerk

Susan K. Thorpe
County Administrator/Clerk of the Board

Page 2 of 2
Amendment No. 1

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

, San Luis City Attorney

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

Jon R. Smith, County Attorney

By: Edward P. Feheley, Deputy District Attorney



WHEN RECORDED MAIL TO:

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

The above area is to be reserved for recording information

CAPTION HEADING:

Resolution No. 1123

A Resolution of the Mayor and Council of the City of San Luis, Arizona approving an Intergovernmental Agreement between the City of San Luis and Yuma County for road maintenance

RECEIVED

JAN - 4 2016

**Office of the City Clerk
City of San Luis, Arizona**



Resolution

OFFICE OF THE
MAYOR
CITY OF SAN LUIS

RESOLUTION NO. 1123

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SAN LUIS, ARIZONA, APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF SAN LUIS AND YUMA COUNTY FOR ROAD MAINTENANCE.

Whereas, the City of San Luis, Arizona desires to enter into an Intergovernmental Agreement with Yuma County regarding roadway maintenance throughout the City.

Whereas, the purpose of the Agreement is for Yuma County to provide equipment and materials to perform corrective and preventive maintenance to City roads with chip seals, scrub seals, cold mix, and asphalt rejuvenators.

Whereas, the parties to the Intergovernmental Agreement Desire to enter into said Agreement,

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

Section 1: That the Intergovernmental Agreement, as attached hereto as Exhibit "A", is hereby approved.

Section 2: That the appropriate City Officials are hereby authorized and directed to enter into said Agreement on behalf of the City and take any and all actions as may necessary to effectuate said Agreement.

PASSED AND ADOPTED by the Mayor and Council of the City of San Luis, Arizona, this 24th day of November, 2015.



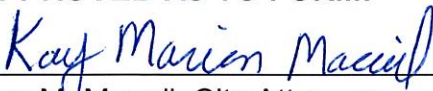
Gerardo Sanchez, Mayor

ATTEST:



Sonia Cornelio, City Clerk

APPROVED AS TO FORM:



Kay M. Macuil, City Attorney

Exhibit A

OFFICE OF THE
BOARD OF SUPERVISORS
198 Main Street
Yuma, Arizona 85364

JAMES W. FLORY
INTERIM COUNTY ADMINISTRATOR
CLERK OF THE BOARD



LENORE LOROÑA STUART
DISTRICT 1
RUSSELL McCLOUD
DISTRICT 2
RUSSELL T. (RUSS) CLARK
DISTRICT 3
MARCO A. (TONY) REYES
DISTRICT 4
GREGORY S. (GREG) FERGUSON
DISTRICT 5

October 8, 2015

CITY OF SAN LUIS
ATTN.: MELISSA LOPEZ
P.O. BOX 1170
SAN LUIS, AZ 85349-1170

Dear Ms. Lopez,

On 10/05/15, the Board of Supervisors, Approved an Intergovernmental Agreement (IGA) between Yuma County and the City of San Luis, Arizona to provide application of corrective or preventive maintenance to the City of San Luis rural roadways for a period of five (5) years commencing on January 1, 2016 and expiring December 31, 2021, with the option to renew for an additional five (5) year term, upon mutual agreement of both parties, and subject to legal review.

Attached is the original IGA pending the City of San Luis Managers signature. Once the IGA has been signed can you please return a fully executed original to my attention.

If you have any questions, please do not hesitate to give me a call and thank you in advance for your immediate attention.

Sincerely,

Cindy Joslin
Yuma County Board of Supervisors Office

Enclosure

RECEIVED
2015 OCT 14 PM 3:21
CITY OF SAN LUIS
OFFICE OF THE CITY CLERK

**INTERGOVERNMENTAL AGREEMENT
FOR ROAD MAINTENANCE**

This Intergovernmental Agreement ("Agreement") is between the City of San Luis, Arizona, a municipal corporation of the State of Arizona ("City") and the County of Yuma, a political body ("County") pursuant to A.R.S. § 11-951 through § 11-954, as amended.

RECITALS

WHEREAS, the County is empowered by A.R.S. §11-251 and§ 11-951 et seq. to enter into this Agreement and the City is empowered by A.R.S. § 11-951 et seq., to enter into this Agreement; and

WHEREAS, the City desires to apply corrective or preventive maintenance to City roadways; and

WHEREAS, the County has the equipment to apply the necessary asphalt sealants; and

WHEREAS, the County is willing to utilize its equipment and manpower to perform chip seals, scrub seals, cold mix, and asphalt rejuvenators for the City; and

WHEREAS, contracting with the County to perform roadway maintenance will result in a substantial cost savings to the City; and

WHEREAS, it is to the mutual benefit of the City and the County to enter into this Agreement,

NOW, THEREFORE, in consideration of the terms and conditions contained herein, the parties agree as follows:

Section 1. Term. This Agreement is for a term of five (5) years and will renew for additional five (5) years unless a party provides notice to the other party in writing within 90 days prior to the expiration of the Agreement.

Section 2. Agreement to Apply Roadway Maintenance. The County shall provide roadway maintenance at various locations within the jurisdiction of the City.

Section 3. Project Administration. The County will administer the contract in accordance with state, city, and county statutes, ordinances, regulations, and requirements. The County will provide direction and approve all project requirements, process project documents as necessary, and administer all construction contracts. The party performing the work shall have sole responsibility for the work completed and the quality of the workmanship of the project undertaken.

Section 4. Payment of Costs for the Roadway Maintenance. The City shall pay to the County the reasonable, actual costs for the work performed on the City roadways. Costs may not exceed \$100,000 per fiscal year. The County shall invoice the City monthly for the City's share of the actual, reasonable cost of the Project for the work performed during the previous calendar month. The City shall pay County for the City's portion of the work within thirty (30) days of invoice by the County. Upon completion of the Project, the County shall compute the total actual cost of the project. Any payments due, or credit, shall be reconciled within sixty (60) days.

Section 5. Ownership and Maintenance. Upon completion of the Project, the City shall remain the owner of the roadways and shall provide for, at its own cost, proper maintenance.

Section 6. Authorization. This Agreement has been approved by actions taken by the governing bodies of the County and the City. In such respective action, the undersigned were authorized and directed to execute this Agreement.

Section 7. Indemnification. Each party (as "Indemnitor") agrees to indemnify, defend, and hold harmless the other party (as "Indemnitee") from and against any and all claims, losses, liabilities, costs or other expenses (including, but not limited to, reasonable attorneys' fees) (hereinafter collectively referred to as "claims") arising out of bodily injury of any person (including death), property damage and any other claims (including, but not limited to, claims of derivative or vicarious liability), which are caused by the act, omission, negligence, misconduct or other fault of the indemnitor, its officers, officials, agents, employees or volunteers.

Section 8. Insurance. Each party acknowledges and agrees that the other party is self-insured.

Section 9. Cancellation. To the extent applicable by provision of law, all parties acknowledge that this Agreement is subject to cancellation pursuant to Section 38-511, Arizona Revised Statutes, as amended, the provisions of which are incorporated herein.

Section 10. Recording. This Agreement shall become effective upon execution by the appropriate officials of each party hereto and shall be recorded in the office of the County Recorder of Yuma County, Arizona.

Section 11. Termination. This Agreement shall remain in full force and effect until expiration of its initial term or any renewal term or until terminated by either party. Either party may terminate this agreement by giving the other party no less than sixty days (60) written notice of its intent to terminate. If either party fails to appropriate funds for this Agreement, the Agreement shall terminate at the end of the period for which funds are appropriated.

Section 12. Compliance with Law. The parties must comply with all federal, state and local laws and ordinances applicable to its performance under this Agreement.

Section 13. Attorney Fees and Costs. If either party brings an action or proceeding for failure to observe any of the terms or provisions of this Agreement, the prevailing party is entitled to reasonable attorney fees and costs.

Section 14. Severability. If any terms, parts, or provisions of this Agreement are for any reason invalid or unenforceable, the remaining terms, parts, or provisions are nevertheless valid and enforceable.

Section 15. Integration. This Agreement contains the entire agreement between the parties, and no oral or written statements, promises, or inducements made by either party or its agents not contained or specifically referred to in this Agreement is valid or binding. All modifications to this Agreement must be in writing, signed and endorsed by the parties.

Section 16. No Partnership. Nothing in this Agreement constitutes a partnership or joint venture between the parties and neither party is the principal or agent of the other.

Section 17. Notices. All notices or demands upon any party to this Agreement shall be in writing and all shall be delivered on both the City Clerk and the Director of Public Works in person or sent by mail addressed as follows:

City Clerk
City of San Luis
1090 East Union Street
P.O. Box 1170
San Luis, Arizona 85349

Director of Public Works
City of San Luis
1090 East Union Street
P.O. Box 1170
San Luis, Arizona 85349

Section 18. Employment Eligibility. The parties warrant, and shall require its subcontractors to warrant, that each 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 warranty shall be deemed a material breach of the Agreement and is subject to penalties up to and including termination of this Agreement. Each party retains the legal right to inspect the papers of any contractor or subcontractor employee who works on this Agreement to ensure that Contractor or its subcontractors are complying with this warranty.

DATED this 5th day of October, 2015.

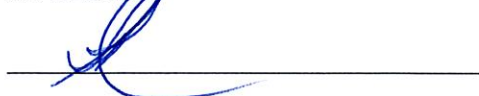
CITY OF SAN LUIS



COUNTY OF YUMA


Russell McCloud, Chairman

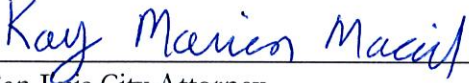
ATTEST:





**INTERGOVERNMENTAL AGREEMENT
FOR ROAD MAINTENANCE**


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



San Luis City Attorney

**INTERGOVERNMENTAL AGREEMENT
FOR ROAD MAINTENANCE**

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



Jon Smith, Yuma County Attorney



AGENDA ITEM REVIEW FORM

Work Session

2.D.

Meeting Date: 10/04/2017

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

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

Action Requested: Discussion Item - No Action to be Taken

ITEM:

Discussion and possible directions to staff on any and all matters regarding appointing the Infrastructure Improvements Advisory Committee for the City of San Luis. **(Kay Marion Macuil, City Attorney)**

SUMMARY:

This item is before the Council to appoint the Infrastructure Improvements Advisory Committee for the City of San Luis under A.R.S. §9-463.05(G) (the statute is attached).

Eligibility

* There must be a minimum of five (5) members. (Staff recommends the minimum five (5) members due to the difficulties of forming a quorum with busy working people. If Council would like to appoint more than five (5) members, staff recommends an odd number rather than an even number to help avoid tie votes.)

* Three (3) must be representatives of the real estate, development or building industries, of which at least one (1) member of the committee must be from the home building industry.

* Members shall not be employees or officials of the municipality.

* Note: Members do not have to be residents of the City of San Luis.

Staff has contacted qualified candidates who all have expressed interest in serving. They are: Gary Black, Guillermina Fuentes and Agustin Tumbaga, Jr. (Home Builders & Developers); Jerry LoCoco and Shelley Ostrowski (Realtors); James Davey (Engineer) and Georgina Gonzales (Banker)

Tasks for the Committee:

(i) Advise the municipality in adopting land use assumptions and in determining whether the assumptions are in conformance with the general plan of the municipality.

(ii) Review the infrastructure improvements plan and file written comments.

(iii) Monitor and evaluate implementation of the infrastructure improvements plan.

(iv) Every year file reports with respect to the progress of the infrastructure improvements plan and the collection and expenditures of development fees and report to the municipality any perceived inequities

in implementing the plan or imposing the development fee.

(v) Advise the municipality of the need to update or revise the land use assumptions, infrastructure improvements plan and development fee.

Attached WorkSheet

Due to the complexity of the requirements, staff has prepared the attached worksheet to assist in selecting the qualified candidates as required by state statute.

RECOMMENDATION / SUGGESTED MOTION:

Discussion and possible directions to staff only, no action.

Supporting information not attached to the Agenda Item Review Form:

N/A

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM: N/A
CITY/STATE/FEDERAL FUNDS: N/A
TOTAL: N/A
BUDGETED AMOUNT: N/A
AVAILABLE AMOUNT TO TRANSFER: N/A
ACCT NAME & GL#/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 associated with this item.

Attachments

Worksheet
ARS 9-463-05(G)

Infrastructure Improvements Advisory Committee Candidates

Staff recommends appointing the minimum 5 candidates due to difficulties in forming a quorum if the committee is more than 5. If Council desires to appoint more than 5, staff recommends an odd rather than even number. **The red is for the appointments required by statute.**

Column 1	Column 2	Column 3
1 Appointment Required from Home Builders	2 Appointments Required from Real Estate, or Builder, or Developer, or Combination of above	2 Appointments There are no statutory requirement for the last 2 appointments. So, these appointments can come from any column on this chart
Gary Black		James Davey Engineer
Home Builder (Also Developer)	Developer (Also Home Builder)	
Guillermina Fuentes		Georgina Gonzales First Bank Yuma
Home Builder (Also Building Contractor)	Building Contractor (Also Home Builder)	
Agustin Tumbaga, Jr.		
Home Builder (Also Commercial Developer)	Commercial Developer (Also Home Builder)	
	Jerry LoCoco Real Estate –Independent	
	Shelley Ostrowski Real Estate –Century 21	

You may fill in the blank boxes with your picks to prepare for the motion.

Pick 1 from Column 1 ⤵	Pick at least 2, at most 4 from Column 2 ⤵		Column 3 is optional. Need not pick any from Column 3. Maximum 2 Picks from Column 3. Pick 0 to 2 from Column 3 ⤵	
1. <hr/> Home Builder's Name Required	2. <hr/> Name from Column 2 Required	3. <hr/> Name from Column 2 Required	4. <hr/> Name from any Column if the name has not been picked already	5. <hr/> Name from any Column if the name has not been picked already

[Arizona Revised Statutes Annotated](#)

[Title 9. Cities and Towns](#)

[Chapter 4. General Powers](#)

[Article 6.2. Municipal Subdivision Regulations \(Refs & Annos\)](#)

A.R.S. § 9-463.05

§ 9-463.05. Development fees; imposition by cities and towns; infrastructure improvements plan; annual report; advisory committee; limitation on actions; definitions

....

G. A municipality shall do one of the following:

1. Before the adoption of proposed or updated land use assumptions, infrastructure improvements plan and development fees as prescribed in subsection D of this section, the municipality shall appoint an infrastructure improvements advisory committee, subject to the following requirements:

(a) The advisory committee shall be composed of at least five members who are appointed by the governing body of the municipality. At least fifty per cent of the members of the advisory committee must be representatives of the real estate, development or building industries, of which at least one member of the committee must be from the home building industry. Members shall not be employees or officials of the municipality.

(b) The advisory committee shall serve in an advisory capacity and shall:

(i) Advise the municipality in adopting land use assumptions and in determining whether the assumptions are in conformance with the general plan of the municipality.

(ii) Review the infrastructure improvements plan and file written comments.

(iii) Monitor and evaluate implementation of the infrastructure improvements plan.

(iv) Every year file reports with respect to the progress of the infrastructure improvements plan and the collection and expenditures of development fees and report to the municipality any perceived inequities in implementing the plan or imposing the development fee.

(v) Advise the municipality of the need to update or revise the land use assumptions, infrastructure improvements plan and development fee.

(c) The municipality shall make available to the advisory committee any professional reports with respect to developing and implementing the infrastructure improvements plan.

(d) The municipality shall adopt procedural rules for the advisory committee to follow in carrying out the committee's duties.

2. In lieu of creating an advisory committee pursuant to paragraph 1 of this subsection, provide for a biennial certified audit of the municipality's land use assumptions, infrastructure improvements plan and development fees. An audit pursuant to this paragraph shall be conducted by one or more qualified professionals who are not employees or officials of the municipality and who did not prepare the infrastructure improvements plan. The audit shall review the progress of the infrastructure improvements plan, including the collection and expenditures of development fees for each project in the plan, and evaluate any inequities in implementing the plan or imposing the development fee. The municipality shall post the findings of the audit on the municipality's website or the website of an association of cities and towns if the municipality does not have a website and shall conduct a public hearing on the audit within sixty days of the release of the audit to the public.



AGENDA ITEM REVIEW FORM

Work Session**2.E.****Meeting Date:** 10/04/2017**Department Head:** Sonia Cornelio, City Clerk, City Clerk's Office**Submitted By:** Francia Alonso, Administrative Coordinator, City Clerk's Office**Action Requested:** Discussion Item - No Action to be Taken

ITEM:

Discussion and possible directions to staff on any and all matters regarding Resolution No. 2009. A resolution of the Mayor and City Council of the City of San Luis, Arizona declaring October 15-21, 2017 as Arizona Cities and Towns Week. **(Tadeo A. De La Hoya, City Manager and Francia Alonso, Administrative Coordinator)**

SUMMARY:

Arizona Cities and Towns Week is set aside each year to provide citizens with important information about the services and programs provided by their city, and to introduce the elected officials and employees that deliver them.

RECOMMENDATION / SUGGESTED MOTION:

Discussion and possible directions to staff, no action.

Supporting information not attached to the Agenda Item Review Form:

N/A

Fiscal Impact**IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:** N/A**CITY/STATE/FEDERAL FUNDS:** N/A**TOTAL:** N/A**BUDGETED AMOUNT:** N/A**AVAILABLE AMOUNT TO TRANSFER:** N/A**ACCT NAME & GL#/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 associated with this item.

Attachments

Resolution No. 2009



Resolution

No. 2009

Cities and Towns Week 2017

OFFICE OF THE
MAYOR
CITY OF SAN LUIS

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF SAN LUIS, ARIZONA DECLARING OCTOBER 15-21, 2017 AS ARIZONA CITIES & TOWNS WEEK.

WHEREAS; The citizens of San Luis rely on the City to experience a high quality of life in their community; and

WHEREAS; Cities and towns in Arizona work 24 hours a day, seven days a week to deliver vital city services such as fire, police and emergency medical response to ensure safe communities; and

WHEREAS; Cities and towns in Arizona also provide services and programs that enhance the quality of life for residents such as parks, utilities, street maintenance, sanitation and recycling services, libraries, community centers and recreational programs; and

WHEREAS; It is important for the City of San Luis to continue to provide the excellent delivery of services and programs that our citizens have come to expect in our community; and

WHEREAS; It is one of the responsibilities of San Luis officials to ensure open and accessible government through frequent communication with citizens using various avenues and means; and

WHEREAS; Through participation and cooperation; citizens, community leaders, local businesses and municipal staff can work together to ensure that services provided by the City of San Luis can remain exceptional elements of the quality of life of our community.

NOW THEREFORE be it resolved that the City of San Luis joins with the League of Arizona Cities and Towns and fellow municipalities across the state of Arizona in declaring October 15-21, 2017, Arizona Cities & Towns Week.

PASSED, ADOPTED and APPROVED by the Mayor and City Council of the City of San Luis, Yuma County, Arizona, this ____ day of _____, 20__.

Gerardo Sanchez, Mayor

ATTEST:

APPROVED AS TO FORM:

Sonia Cornelio, City Clerk

Kay Marion Macuil, City Attorney