NOTICE OF REGULAR COUNCIL MEETING

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 Regular City Council meeting at 7:00 p.m., Wednesday, January 10, 2018. 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, 10 de Enero del 2018. 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

AGENDA
Regular Meeting
San Luis City Council
San Luis Council Chambers
1090 E. Union Street
San Luis, AZ 85349
January 10, 2018
7:00 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; IF AUTHORIZED BY LAW AND BY A MAJORITY VOTE OF A QUORUM OF CITY COUNCIL MEMBERS PRESENT, AN EXECUTIVE SESSION WILL BE HELD IMMEDIATELY FOLLOWING THE VOTE IN ACCORDANCE WITH A.R.S. §38-431.03(A) AND THE MEETING WILL BE TEMPORARILY RECESSED WHILE THE CITY COUNCIL RETIRES TO EXECUTIVE SESSION WHICH WILL NOT BE OPEN TO THE PUBLIC.

1. **CALL TO ORDER/ROLL CALL**

2. **PLEDGE OF ALLEGIANCE**

3. **INVOCATION**

4. **PROCLAMATION/PRESENTATION**

4. A. - National Day of Racial Healing

4. B. Introduction of the City of San Luis new hires for the fourth quarter from October through December 2017. **(Olivia Jenkins, Director of Human Resources)**

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

5. A. **MINUTES OF**
-Work Session held October 18, 2017

5. B. **DISBURSEMENTS FROM DECEMBER 16, 2017 THROUGH DECEMBER 31, 2017**
Total Disbursements $916,598.68
(Nine Hundred Sixteen Thousand, Five Hundred Ninety-Eight Dollars and Sixty-Eight Cents)

5. C. Discussion and possible action on any and all matters regarding authorization to purchase two (2) police canines for the San Luis Police Department Canine Unit. (**Richard Jessup, Acting Chief of Police**)

5. D. Discussion and possible action on any and all matters regarding the reimbursement of sponsorship monies & revenue earned in various Recreation Special Events this fiscal year to be placed back in respective special services accounts. **(Lizandro Galaviz, Director of Parks & Recreation)**

5. E. Discussion and possible action on any and all matters regarding Resolution No. 2021. A resolution of the Mayor and City Council of the City of San Luis, Arizona, creating a street lighting improvement district and 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 San Luis Port Subdivision, Yuma County, Arizona. **(Jose Guzman, Acting Director of Planning & Zoning)**

5. F. Discussion and possible action on any and all matters regarding Resolution No. 2022. A resolution of the Mayor and City Council of the City of San Luis, Arizona, creating an enhanced municipal services improvement district and declaring its intention to provide the enhanced municipal services of operating and maintaining certain retention basins within the area described as San Luis Port Subdivision, Yuma County, Arizona. **(Jose Guzman, Acting Director of Planning & Zoning)**

5. G. Discussion and possible action on any and all matters regarding Resolution No. 2023. 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 San Luis Port Subdivision, Yuma County, Arizona. **(Jose Guzman, Acting Director of Planning & Zoning)**

5. H. Discussion and possible action on any and all matters regarding Resolution No. 2024. 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 San Luis Port Subdivision, Yuma County, Arizona. **(Jose Guzman, Acting Director of Planning & Zoning)**

5. I. Discussion and possible action on any and all matters regarding Resolution No. 2025. A resolution of the Mayor and City Council of the City of San Luis, Arizona, ordering and declaring formation of San Luis Port Community Facilities District (City of San Luis, Arizona). **(Jose A. Guzman, Acting Planning & Zoning Director)**

5. J. Discussion and possible action on any and all matters regarding Resolution No. 2026. A resolution of the Mayor and City Council of the City of San Luis, Arizona regarding a policy for crediting service accounts for certain water leaks; repealing any conflicting provisions; and providing for severability. **(Jorge Perez, Billing & Collections Manager)**

6. DISCUSSION AND POSSIBLE ACTION ITEMS:

6. A. Discussion and possible action on any and all matters regarding contract with James Davey and Associates, Inc. for engineering design and construction administration services for Merrill Avenue Improvements Phase II. **(Jenny Torres, Economic Development Manager)**

6. B. Discussion and possible action on any and all matters regarding a contract with James Davey and Associates, Inc. for construction administration services for the Price Center Roof Improvements. **(Jenny Torres, Economic Development Manager)**

6. C. Discussion and possible action on any and all matters regarding Second Reading of Ordinance No. 375. An ordinance of the Mayor and City Council of the City of San Luis, Arizona, amending subsection 51.12(C) of City Code, rates and charges for sewage collection and disposal rates and charges by amending provisions regarding liens and provisions for enforcement of liens; repealing any conflicting provisions; and providing for severability. **(Jorge Perez, Billing & Collections Manager)**

A. Approval of Second Reading of Ordinance No. 375 by title only
(City Clerk to read ordinance by title only)
B. Action on Ordinance No. 375

6. D. Discussion and possible action on any and all matters regarding First Reading of Ordinance No. 376. An ordinance of the Mayor and City Council of the City of San Luis, Arizona, amending Chapter 50 of the code of the City of San Luis, Arizona regarding solid waste collection and removal services; repealing any conflicting provisions; and providing for severability. **(Jorge Perez, Billing & Collections Manager)**

A. Approval of First Reading of Ordinance No. 376 by title only
(City Clerk to read ordinance by title only)

6. E. Discussion and possible action on any and all matters regarding Resolution No. 2027. A resolution of the Mayor and City Council of the City of San Luis, Arizona, declaring as a public record certain documents filed with the City Clerk titled "Wireless Facilities Standard Terms and Conditions", "Wireless Provider Right of Way License Agreements" and "2018 City of San Luis Design Standards, Concepts and Requirements for Small Wireless Facilities in the Right-of-Way" and declaring an emergency. **(Kay Marion Macuil, City Attorney)**

6. F. Discussion and possible action regarding emergency passage of Ordinance No. 377. An Ordinance of the Mayor and City Council of the City of San Luis, Arizona, approving the Wireless Facilities Standard Terms and Conditions; authorizing and Approving forms of Wireless Provider Right of Way License Franchise Agreements between the City of San Luis and wireless providers; approving 2018 City of San Luis Design Standards, Concepts and Requirements for Small Wireless Facilities in the Right- of-Way; authorizing the City Manager and the Director of Planning and Zoning to execute wireless provider license agreements and issue small wireless provider license permits; repealing any conflicting provisions; providing for severability; and declaring an emergency. **(Kay Marion Macuil, City Attorney)**

A. Approval of Reading of Ordinance No. 377 by title only
(City Clerk to read the ordinance by title only)
B. Approval and adoption of Ordinance No. 377

6. G. Discussion and possible action on any and all matters regarding the First Reading of Ordinance No. 378. An ordinance of the Mayor and City Council of the City of San Luis, Arizona amending and revising the San Luis City Code Chapter 94 relating to regulating alcohol in city parks and facilities and prohibiting glass containers in city parks, repealing any conflicting provisions; providing for severability, and providing for penalties for violation. **(Lizandro Galaviz, Director Parks and Recreation)**

A. First Reading of Ordinance No. 378 by title only
(City Clerk to read ordinance by title only)

6. H. Discussion and possible action on any and all matters regarding Resolution No. 2028. A resolution of the Mayor and City Council of the City of San Luis, Arizona approving and adopting the designation of various City Facilities eligible for alcohol permits. **(Lizandro Galaviz, Director of Parks and Recreation)**

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

7. A. Public hearing followed by discussion and possible action on any and all matters regarding Variance Case No. 2017-0722. A request by Juan Luna, owner, for a variance to build a 6 foot wall on the property line instead of the 3 feet 6 inches required. The property is located at 1271 N. Ruiz Avenue, San Luis, Arizona. (CONTINUED ITEM FROM REGULAR CITY COUNCIL MEETING HELD DECEMBER 27, 2017) **(Jose A. Guzman, Acting Director of Planning and Zoning)**

A. Open public hearing
   1. Presentation by staff and/or applicant
   2. Call to the Public on this item
B. Close public hearing
C. Action on Variance Case No. 2017-0722

8. MOTION TO ADJOURN AS BOARD OF ADJUSTMENT AND RE-CONVENE AS CITY COUNCIL

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

10. 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.

11. ADJOURNMENT

PROCLAMATION

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

Meeting Date: 01/10/2018

Title:

- National Day of Racial Healing

Attachments

Proclamation - National Day of Racial Healing 1/16/2018

OFFICE OF THE
MAYOR
CITY OF SAN LUIS

Proclamation

"National Day of Racial Healing"

WHEREAS, we have all witnessed racism rising in America's urban, rural, suburban, and tribal communities today that threatens the very core of this great country's unified front; and

WHEREAS, just like those who came before us, it is our duty to protect the children of this country and maintain communities in which they may all be given the opportunity to succeed; and

WHEREAS, we understand and recognize that there is a racial divide in our country and we must all work earnestly to heal the wounds created by racial, ethnic and religious bias and build an equitable and just society so that all children can thrive; and

WHEREAS, all individuals have the right to be provided every opportunity to learn, grow, and thrive in nurturing environments that don't violate their safety, dignity, and humanity; and

WHEREAS, individuals of color face unique obstacles that prevent their access to opportunity, as a result of historical and current systems and practices; and

WHEREAS, the economies of communities across this country are depressed by racial inequities that exist across our systems; and

WHEREAS, every single person has the capability to make a change within him or herself that can have a profound effect on an entire society; and

WHEREAS, if we all dedicate ourselves to the principles of truth, racial healing and transformation, we can all bring about the necessary changes in thinking and behavior that will propel this great country forward as a unified force where racial biases will become a thing of the past; and

WHEREAS, racial healing is a vital and crucial commitment to the education, social, mental and overall well-being of all peoples with a particular focus on the most vulnerable; and

WHEREAS, local government has a unique responsibility and opportunity to transform institutions and systems by using a racial equity lens to undo policies, practices, and procedures that promote racial inequities while simultaneously ensuring everyone is better off; and

WHEREAS, the City of San Luis, in conjunction with others throughout the United States of America, acknowledges the "National Day of Racial Healing," and urges all citizens to promote racial healing and transformation in the ways that are best suited for them individually, as a means to working together to ensure the best quality of life for every child; and

WHEREAS, the City of San Luis, has committed to prioritize using a racial equity lens in all institutions of government; and

WHEREAS, the City of San Luis is part of the National League of Cities Race, Equity and Leadership (REAL) Initiative; and

WHEREAS; the City of San Luis will use the knowledge and tools from the REAL initiative to make changes in policies & practices that build racial healing and advance racial equity.

NOW, THEREFORE, I, Gerardo Sanchez, Mayor of the City of San Luis, do hereby proclaim that this city honors and recognizes January 16, 2018 as the "National Day of Racial Healing."

PASSED AND ADOPTED this 10th day of January 2018

_____
Gerardo Sanchez, Mayor

ATTEST:

_____
Sonia Cornelio, City Clerk

PRESENTATION

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

Meeting Date: 01/10/2018

Presentation Topic/Summary:

Introduction of the City of San Luis new hires for the fourth quarter from October through December 2017. **(Olivia Jenkins, Director of Human Resources)**

Attachments

Fourth Quarter New Hire Report

Employee New Hire Report

Hire Date Range 10/01/17 - 12/27/17

Employee	Date of Hire	Primary Department	Position
947 ANGUIANO, RAYMUNDO	10/10/2017	Public Works/Waste Water	WASTEWATER PLANT OPERATOR
948 GARCIA, MICHAEL	10/18/2017	Public Works/Waste Water	WASTEWATER PLANT OPERATOR
912 URQUIJO LASTRA, SALVADOR	10/18/2017	PARKS GROUNDS	MAINTENANCE TECHNICIAN
949 CASTRO, EDGARD	11/16/2017	Fire Department	FIRE FIGHTER
950 IBARRA BURROLA, JID PAUL	11/23/2017	Fire Department	FIRE FIGHTER
952 JIMENEZ TAPIA, DIEGO	11/27/2017	Fire Department	FIRE FIGHTER
956 CANO, AMERICA	12/11/2017	City Clerk	OFFICE ASSISTANT
955 SOTO YESCAS, ANDREA	12/11/2017	City Administration	OFFICE ASSISTANT
954 MORALES, BLANCA I	12/13/2017	Facilities Department	CUSTODIAN

AGENDA ITEM REVIEW FORM

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

Meeting Date: 01/10/2018

Summary

MINUTES OF

-Work Session held October 18, 2017

Attachments

10/18/2017 WS

M I N U T E S
Work Session
San Luis City Council
San Luis Council Chambers
1090 E. Union Street
October 18, 2017
6:30 p.m.

1. CALL TO ORDER/ROLL CALL: Mayor Gerardo Sanchez called the Work Session to order at approximately 6:33 p.m. There was no quorum present however, an informal work session was held.

PRESENT: Mayor Gerardo Sanchez
Council Member Matias Rosales
Council Member Mario Buchan Jr.

ABSENT: Council Member Africa Luna-Carrasco
Council Member Gloria Torres
Council Member Ruben Walshe
Vice-Mayor Maria Cecilia Ramos

OTHERS PRESENT: Tadeo A. De La Hoya, City Manager
Sonia Cornelio, City Clerk
Kay Marion Macuil, City Attorney
Axel Chayra, IT Department
Axel Chayra, IT Department
Derek Duenas, IT Manager
Eulogio Vera, Director of Public Works
Francia Alonso, Administrative Coordinator
Hank Green, Fire Chief
Jenny Torres, Economic Development Manager
Jorge Perez, Billing & Collections Manager
Jose A. Guzman, Acting Planning & Zoning Director
Jesus Meza, Assistant Director of Parks & Recreation
Olivia Jenkins, Director of Human Resources
Ralph Velez, City Consultant
Richard Jessup, Acting Chief of Police
Ric Bauermann, Fire Department
Roula Encinas, Finance Department
Julie Engel, Greater Yuma Economic Development Corporation
Craig LaVann, Greater Yuma Economic Development Corporation
Mario Jauregui, Resident

2. ITEMS FOR DISCUSSION ONLY:

2. A. Discussion and possible directions to staff on any and all matters regarding the presentation by Greater Yuma Economic Development Corporation on the San Luis Year End Report. (Julie Engel, President/CEO of Greater Yuma Economic Development Corporation)

Ms. Julie Engel, President/CEO and Mr. Craig LaVann of Greater Yuma Economic Development Corporation made a power point presentation which is on file with the complete agenda packet at the City Clerk's Office.

Mayor Gerardo Sanchez thanked Ms. Engel and Mr. LaVann for their presentation. There were questions comments made by members of the City Council and Ms. Engel.

2. B. Discussion and possible action on any and all matters regarding the agreement with Greater Yuma Economic Development Corporation for Fiscal Year 2017- 2018. (Tadeo A. De La Hoya, City Manager and Jenny Torres, Economic Development Manage)

Mr. Tadeo A. De La Hoya, City Manager, informed that there were some changes made to the contract as requested by the Economic Development Department.

Mr. Jenny Torres, Economic Development Manager, informed the changes made to the contract and added new items. She stated Ms. Julie Engel reviewed the suggested changes and she agreed to those changes.

Mr. De La Hoya stated that if the proposed agreement is approved, then the effective date will have to be retroactive to July 1, 2017.

Mayor Gerardo Sanchez asked staff to proceed with this item.

2. C. Discussion and possible directions to staff on any and all matters regarding the transfer of funds from the Ambulance Enterprise accounts to the Fire Department accounts. (Hank Green, Fire Chief)

Mr. Hank Green, Fire Chief, informed that this request is to move funds from Ambulance Enterprise Account to the Fire Department General Fund Account. The impact was a delay in establishing a payroll code for ambulance personnel, which resulted in all personnel expenses charged to the General Fund Accounts. The other impact was a result of a Class Action suit brought against the State of Arizona by the Public Safety Personnel Retirement System regarding retirement contributions. He stated that the San Luis Fire Department is

requesting authorization to transfer $440,200.00, the transfer will be allocated as itemized in the Budget Transfer Form.

Mayor Gerardo Sanchez stated that he understands the issue by the Fire Department and added that public safety is a priority for the city.

2. D. Discussion and possible directions to staff on any and all matters regarding virtual building concept and deferment of fees. (Jenny Torres, Economic Development Manager)

Ms. Jenny Torres, Economic Development Manager, informed that this idea was brought by Greater Yuma Economic Development Corporation (GYEDC) and it was introduced to all of the communities within Yuma County.

Mr. Julie Engel, President/CEO of GYEDC, informed that this project is a concept to design and develop a 50,000 sq. ft. building, it will be tied to a landowner and would be tied to a landowner then it would be brought to the city, then it would be fully entitled. All this process will take approximately three (3) months to get all the permits. This building will guarantee the possible tenant that they will have a building within six (6) months. This concept then will have a building already built in case they need any improvements. The original plan is that cities will do all the permitting and deferred costs until there was a tenant, then the costs will be collected from the developer at that time, the developer will then include those costs in the lease agreement, and the tenant will absorb the costs. Ms. Engel introduced Mr. Mario Jauregui of Spindle Cooling and landowner.

Mr. Mario Jauregui from Spindle Cooling described the type of services Spindle Cooling provides. He thanked the city for giving them the opportunity to be part of this project. He stated that his company is eager to create more jobs for the community.

Mayor Gerardo' Sanchez thanked everybody involved on this project; he mentioned that the city is willing to work to make this project happen.

Council Member Matias Rosales stated that this is a great project that will help the city be prepared for future business prospects interested in the community.

Mayo Gerardo Sanchez thanked Mr. Jauregui for working with the city and be willing to create more jobs.

2. E. Discussion and possible directions to staff on any and all matters regarding Resolution No. 2010. A resolution of the Mayor and City Council of the City of San Luis, Arizona, authorizing and directing the entering into an Intergovernmental

Agreement with the City of Somerton, Town of Wellton, City of Yuma and Yuma County for the 4Fronted Binational Program. (Jenny Torres, Economic Development Manager)

Ms. Jenny Torres, Economic Development Manager, informed that this is a continuation of the Intergovernmental Agreement adopted in 2016. Each entity enters into this agreement and is represented by an economic development staff or designee of each community participating in this 4Fronted program. The City of San Luis' contribution is in the amount of $6,800.00.

Mayor Gerardo Sanchez asked Council to continue supporting this program.

2. F. Discussion and possible directions to staff on any and all matters regarding the renaming of Industrial Avenue. (Council Member Matias Rosales and Jose Guzman, Acting Director of Planning & Zoning)

Mr. Jose A. Guzman, Acting Director of Planning & Zoning, provided Mayor and Council with a draft of the street naming policy. He informed that this draft still needs to go through a legal review and the review committee.

Mayor Gerardo Sanchez asked Mr. Guzman to please have legal review it as well as the review committee, then bring it back before Council.

Council Member Matias Rosales asked once this, policy is reviewed and approved, how long will it take to Council to change street names.

Mr. Guzman replied that Council would be able to change a street name with a resolution, staff will have to send notice to landowners and appropriate agencies within the street to notify them of the chance to avoid a problem in the future.

Ms. Kay Marion Macuil, City Attorney, informed that resolutions are effective 30 days after passage.

2. G. Discussion and possible directions to staff on any and all matters regarding speed control measures on Rio Seco Street in Las Brisas Subdivision. (Council Member Matias Rosales; Richard Jessup, Acting Chief of Police and Eulogio Vera, Director of Public Works)

Mr. Eulogio Vera, Director of Public Works, informed that this item had been discussed with Mr. Richard Jessup, Acting Chief of Police and Mr. Tadeo A. De La Hoya, City Manager. He stated that staff contacted the RV Manager and they are willing to do some signage and also add a signage that states that it is a private road, the city can do a 3-way sign.

Mayor Gerardo Sanchez stated that he would like to see speed bumps instead of signage, especially because that area will house senior citizens townhomes.

Mr. Richard Jessup, Acting Chief of Police, stated that there are several options, option one will be to do a detailed traffic enforcement, option two will be to place speed bumps, and option three will be to place signs for traffic control. He stated that the Police Department would not be able to enforce the speed in a private area.

2. H. Discussion and possible directions to staff on any and all matters regarding the installation of a traffic light on 10th Avenue and Juan Sanchez Boulevard. (Council Member Matias Rosales and Eulogio Vera, Director of Public Works)

Mr. Eulogio Vera, Director of Public Works, gave an update on this item. He stated that this project is a Capital Improvements Project for Fiscal Year 2019. He informed that this year the city would be installing a used traffic signal on 4th Avenue and Juan Sanchez Boulevard. He mentioned that this is in the planning stage for the traffic signal on 10th Avenue and Juan Sanchez Boulevard, staff will start reviewing the Development Agreement with the different developers where they committed to put 25% for the signal and the city is going to put the 50% for that project. Some of the costs will be placed in Fiscal year 2018-2019 budget.

Council Member Matias Rosales stated that the reason he brought this item for discussion is that he was contacted by one of the developers and stated that she was ready to start the project.

3. ADJOURNMENT

The meeting adjourned at proximately 7:51 p.m.

AGENDA ITEM REVIEW FORM

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

Meeting Date: 01/10/2018

Summary

DISBURSEMENTS FROM DECEMBER 16, 2017 THROUGH DECEMBER 31, 2017

Total Disbursements $916,598.68

(Nine Hundred Sixteen Thousand, Five Hundred Ninety-Eight Dollars and Sixty-Eight Cents)

Attachments

Disbursements 1/10/2018

City of San Luis
Finance Department

COUNCIL MEETING JANUARY 10, 2018
Disbursement Reports from 12/16/2017 to 12/31/2017

Bank Accounts	Check Date	Amount	Schedule
Accounts Payable Check Account	12/21/2017	$ 630,195.06	Schedule A
Payroll Check Account	12/26/2017	$ 4,708.93	Schedule B
Payroll Check Account	12/27/2017	$ 271,541.07	Schedule C
Accounts Payable Check Account	12/28/2017	$ 10,153.62	Schedule D

Total Disbursements: $ 916,598.68

Please contact Mr. Carlos Cortes prior to the meeting if additional information is needed.

Prepared by Angelica V. Castro: Angelica V Castro

Verified by Director of Finance: C Cortes 01-03-2018

For Council approval on: _____

Mayor: _____

Council: _____

_____

_____

_____

_____

_____

RECEIVED
2018 JAN -3 P 3:47
CITY OF SAN LUIS
OFFICE OF THE CITY CLERK

Schedule A

City of San Luis

Payment Register

From Payment Date: 12/18/2017 - To Payment Date: 12/21/2017

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source		Payee Name	Transaction Amount	Reconciled Amount	Difference
					Voided	2	$16,120.00		$0.00	
					Stopped	0	$0.00		$0.00	
					Total	115	$630,195.06		$0.00	

	All	Status	Count	Transaction Amount	Reconciled Amount
		Open	113	$614,075.06	$0.00
		Reconciled	0	$0.00	$0.00
		Voided	2	$16,120.00	$0.00
		Stopped	0	$0.00	$0.00
		Total	115	$630,195.06	$0.00

Grand Totals:

	Checks	**Status**	**Count**	**Transaction Amount**	**Reconciled Amount**
		Open	**113**	**$614,075.06**	**$0.00**
		Reconciled	**0**	**$0.00**	**$0.00**
		Voided	**2**	**$16,120.00**	**$0.00**
		Stopped	**0**	**$0.00**	**$0.00**
		Total	**115**	**$630,195.06**	**$0.00**

	All	**Status**	**Count**	**Transaction Amount**	**Reconciled Amount**
		Open	**113**	**$614,075.06**	**$0.00**
		Reconciled	**0**	**$0.00**	**$0.00**
		Voided	**2**	**$16,120.00**	**$0.00**
		Stopped	**0**	**$0.00**	**$0.00**
		Total	**115**	**$630,195.06**	**$0.00**

Prepared By:
Maggie Dominguez
Date: 12/21/17

City of San Luis

Payment Register

From Payment Date: 12/18/2017 - To Payment Date: 12/21/2017

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
1BYPAYABLE - 1st BY Accounts Payable									
Check									
82925	12/18/2017	Open			Utility Management Refund	CHAIRA, ALEXA	$42.39		
82926	12/18/2017	Open			Utility Management Refund	DE LA CRUZ, JESUS & ESMERALDA AYON	$169.94		
82927	12/18/2017	Open			Utility Management Refund	ESCOBAR, LUCIA	$18.23		
82928	12/18/2017	Open			Utility Management Refund	GURROLA, ENRIQUE & LEONARDA	$100.00		
82929	12/18/2017	Open			Utility Management Refund	GUTIERREZ, MICAELA	$438.54		
82930	12/18/2017	Open			Utility Management Refund	JOHNSON, MAYRA E & JOSEPH	$148.95		
82931	12/18/2017	Open			Utility Management Refund	MEDINA, JESUS, C	$130.22		
82932	12/18/2017	Open			Utility Management Refund	MEDRANO, PETRA & JOSE	$115.14		
82933	12/18/2017	Open			Utility Management Refund	MENDENHALL, NYDIA	$84.47		
82934	12/18/2017	Open			Utility Management Refund	NAQUIN PRECISION/GEORGE ESPINOZA	$1,793.78		
82935	12/18/2017	Open			Utility Management Refund	NAVA L GABRIEL & ZARATE RITA L	$226.27		
82936	12/18/2017	Open			Utility Management Refund	RASCON, RAMONA J	$50.92		
82937	12/18/2017	Open			Utility Management Refund	SANDOVAL, ALICIA, P	$71.90		
82938	12/18/2017	Open			Utility Management Refund	THE EXCEL GROUP	$192.08		
82939	12/18/2017	Open			Utility Management Refund	THE EXCEL GROUP	$143.80		
82940	12/18/2017	Open			Accounts Payable	ARIZONA DEPARTMENT OF REVENUE / TPT	$38,571.98		
82941	12/18/2017	Open			Accounts Payable	DUMADAG, JONATHAN	$703.30		
82942	12/18/2017	Open			Accounts Payable	POLAR ICE LLC	$316.08		
82943	12/18/2017	Open			Accounts Payable	SAN LUIS SPEAR POINT SOLAR I, LLC	$12,873.99		
82944	12/18/2017	Open			Accounts Payable	SERBALIK PLC, STEVEN, J	$5,000.00		
82945	12/18/2017	Open			Accounts Payable	STANDARD INSURANCE CO.	$1,697.90		
82946	12/18/2017	Open			Accounts Payable	US BANK EQUIPMENT FINANCE	$760.61		
82947	12/20/2017	Open			Accounts Payable	24 KARAT JEWELERS	$263.24		
82948	12/21/2017	Voided		12/21/2017	Accounts Payable	VELEZ CONSULTING SERVICES	$8,775.00		
82949	12/21/2017	Voided		12/21/2017	Accounts Payable	VELEZ CONSULTING SERVICES	$7,345.00		
82950	12/21/2017	Open			Accounts Payable	VELEZ CONSULTING SERVICES	$8,775.00		
82951	12/21/2017	Open			Accounts Payable	GUERRA, RUTH	$575.00		
82952	12/21/2017	Open			Accounts Payable	4 IMPRINT	$1,498.16		
82953	12/21/2017	Open			Accounts Payable	AIRGAS-WEST	$782.23		
82954	12/21/2017	Open			Accounts Payable	AMERICAN PAVEMENT PRESERVATION LLC	$151,599.13		
82955	12/21/2017	Open			Accounts Payable	APPLIED PRODUCTS GROUP LLC	$4,751.72		

City of San Luis

Payment Register

From Payment Date: 12/18/2017 - To Payment Date: 12/21/2017

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
82956	12/21/2017	Open			Accounts Payable	ARIZONA DEPARTMENT OF ENVIRONMENTAL QUALITY	$65.00		
82957	12/21/2017	Open			Accounts Payable	ARIZONA DEPARTMENT OF ENVIRONMENTAL QUALITY	$65.00		
82958	12/21/2017	Open			Accounts Payable	ARIZONA STATE TREASURER	$80,828.14		
82959	12/21/2017	Open			Accounts Payable	ARIZONA'S CHILDREN ASSOCIATION	$500.00		
82960	12/21/2017	Open			Accounts Payable	AZ STATE PRISON COMPLEX - YUMA	$237.24		
82961	12/21/2017	Open			Accounts Payable	AZ STATE PRISON COMPLEX - YUMA	$71.20		
82962	12/21/2017	Open			Accounts Payable	B&H FOTO & ELECTRONICS CORP.	$124.41		
82963	12/21/2017	Open			Accounts Payable	BB&J ENTERPRISES INC	$3,732.58		
82964	12/21/2017	Open			Accounts Payable	BEAMSPEED LLC	$204.29		
82965	12/21/2017	Open			Accounts Payable	BLT ASPHALT LLC	$5,391.73		
82966	12/21/2017	Open			Accounts Payable	BLT READY MIX CONCRETE LLC	$402.99		
82967	12/21/2017	Open			Accounts Payable	BOUND TREE MEDICAL, LLC.	$72.38		
82968	12/21/2017	Open			Accounts Payable	BSN SPORTS	$1,287.39		
82969	12/21/2017	Open			Accounts Payable	CDWG	$348.29		
82970	12/21/2017	Open			Accounts Payable	CEBREROS, LUIS	$328.00		
82971	12/21/2017	Open			Accounts Payable	CENTURYLINK	$277.47		
82972	12/21/2017	Open			Accounts Payable	CLEAR CHANNEL AIRPORTS	$167.79		
82973	12/21/2017	Open			Accounts Payable	CRAFCO INC.	$1,447.69		
82974	12/21/2017	Open			Accounts Payable	CSC OF YUMA	$456.05		
82975	12/21/2017	Open			Accounts Payable	DAHL, ROBINS & ASSOCIATES, INC	$1,500.00		
82976	12/21/2017	Open			Accounts Payable	DANA-KEPNER COMPANY INC.	$334.79		
82977	12/21/2017	Open			Accounts Payable	DIAMONDBACK POLICE SUPPLY, INC.	$1,824.04		
82978	12/21/2017	Open			Accounts Payable	DIRECTV, INC	$95.99		
82979	12/21/2017	Open			Accounts Payable	DOI/BLM	$1,231.57		
82980	12/21/2017	Open			Accounts Payable	DPE CONSTRUCTION, INC	$145,902.60		
82981	12/21/2017	Open			Accounts Payable	EMPIRE MACHINERY	$5,259.77		
82982	12/21/2017	Open			Accounts Payable	FELIX, FABIAN	$328.00		
82983	12/21/2017	Open			Accounts Payable	FREIGHTLINER OF ARIZONA, LLC	$435.39		
82984	12/21/2017	Open			Accounts Payable	FRESH TERRA SERVICES LLC	$1,115.00		
82985	12/21/2017	Open			Accounts Payable	GONZALEZ, SANTIAGO, A	$1,057.47		
82986	12/21/2017	Open			Accounts Payable	GREEN RUBBER- KENNEDY AG	$1,209.79		
82987	12/21/2017	Open			Accounts Payable	HEINFELD, MEECH & CO., P.C.	$2,000.00		
82988	12/21/2017	Open			Accounts Payable	IPS GROUP INC	$487.00		
82989	12/21/2017	Open			Accounts Payable	JAMES COOKE & HOBSON INC.	$45,178.10		
82990	12/21/2017	Open			Accounts Payable	JCG TECHNOLOGIES INC.	$534.36		
82991	12/21/2017	Open			Accounts Payable	LA PEQUENA	$148.00		
82992	12/21/2017	Open			Accounts Payable	LAWSON PRODUCTS INC.	$1,031.13		
82993	12/21/2017	Open			Accounts Payable	LG ON SITE LLC	$3,176.06		
82994	12/21/2017	Open			Accounts Payable	LOOMIS	$1,282.39		
82995	12/21/2017	Open			Accounts Payable	LOPEZ, ENRIQUE	$276.00		
82996	12/21/2017	Open			Accounts Payable	MACHADO, IVAN	$180.00		
82997	12/21/2017	Open			Accounts Payable	N F P A INTERNATIONAL	$1,520.50		
82998	12/21/2017	Open			Accounts Payable	POLAR COOLING LLC	$300.00		
82999	12/21/2017	Open			Accounts Payable	PROSOURCE SPECIALTIES, LLC	$830.50		

City of San Luis

Payment Register

From Payment Date: 12/18/2017 - To Payment Date: 12/21/2017

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
83000	12/21/2017	Open			Accounts Payable	PURCELL TIRE CO.	$1,179.18		
83001	12/21/2017	Open			Accounts Payable	RAMON MOSQUEDA	$127.50		
83002	12/21/2017	Open			Accounts Payable	REDBURN TIRE COMPANY	$140.11		
83003	12/21/2017	Open			Accounts Payable	RODARTE, RODRIGO	$271.00		
83004	12/21/2017	Open			Accounts Payable	RODRIGUEZ, FRANCISCO J.	$276.78		
83005	12/21/2017	Open			Accounts Payable	SAN LUIS AIR CONDITIONING LLC	$75.00		
83006	12/21/2017	Open			Accounts Payable	SIMS MURRAY, LTD.	$100.00		
83007	12/21/2017	Open			Accounts Payable	SMITH, RALPH E. SR.	$540.00		
83008	12/21/2017	Open			Accounts Payable	SOUTH YUMA COUNTY LANDFILL	$14,909.09		
83009	12/21/2017	Open			Accounts Payable	SPECTRUM BUSINESS	$14,361.56		
83010	12/21/2017	Open			Accounts Payable	STANDARD PRINTING COMPANY, INC	$1,316.69		
83011	12/21/2017	Open			Accounts Payable	SYNOVIA SOLUTIONS, LLC	$713.00		
83012	12/21/2017	Open			Accounts Payable	THOMSON WEST PUBLISHING CO.	$4,193.42		
83013	12/21/2017	Open			Accounts Payable	ULINE, INC.	$237.95		
83014	12/21/2017	Open			Accounts Payable	UNITED ROTARY BRUSH CORP	$1,222.50		
83015	12/21/2017	Open			Accounts Payable	UNIVERSAL BACKGROUND SCREENING INC	$645.50		
83016	12/21/2017	Open			Accounts Payable	US POST MASTER	$2,555.50		
83017	12/21/2017	Open			Accounts Payable	USA BLUE BOOK	$1,222.72		
83018	12/21/2017	Open			Accounts Payable	VERIZON WIRELESS MESSAGING SVC	$6,173.87		
83019	12/21/2017	Open			Accounts Payable	WAXIE SANITARY SUPPLY	$690.36		
83020	12/21/2017	Open			Accounts Payable	WESTERN SUN SYSTEMS, INC	$300.00		
83021	12/21/2017	Open			Accounts Payable	YOUNG PEST CONTROL LLC	$510.00		
83022	12/21/2017	Open			Accounts Payable	YUMA COUNTY ADULT DETENTION CENTER	$17.46		
83023	12/21/2017	Open			Accounts Payable	YUMA COUNTY TREASURER	$310.36		
83024	12/21/2017	Open			Accounts Payable	YUMA COUNTY WATER USERS	$1,272.96		
83025	12/21/2017	Open			Accounts Payable	YUMA PRINTING & GRAPHIC DEPT.	$98.18		
83026	12/21/2017	Open			Accounts Payable	YUMA SUN INC	$1,780.38		
83027	12/21/2017	Open			Accounts Payable	YUMA WINLECTRIC CO.	$244.90		
83028	12/21/2017	Open			Accounts Payable	YUMA WINNELSON CO.	$664.35		
83029	12/21/2017	Open			Accounts Payable	ARIZONA DEPARTMENT OF REVENUE / TPT	$147.96		
83030	12/21/2017	Open			Accounts Payable	ARIZONA PUBLIC SERVICE	$606.55		
83031	12/21/2017	Open			Accounts Payable	CENTURYLINK	$710.81		
83032	12/21/2017	Open			Accounts Payable	DE LA HOYA, TADEO	$181.65		
83033	12/21/2017	Open			Accounts Payable	GONZALEZ, JESUS E	$85.00		
83034	12/21/2017	Open			Accounts Payable	MORALES, BLANCA	$56.91		
83035	12/21/2017	Open			Accounts Payable	RAMOS, MARIA, CECILIA	$91.00		
83036	12/21/2017	Open			Accounts Payable	TOSHIBA FINANCIAL SERVICES	$780.81		
83037	12/21/2017	Open			Accounts Payable	US BANK	$3,000.00		
83038	12/21/2017	Open			Accounts Payable	US BANK EQUIPMENT FINANCE	$3,446.98		
83039	12/21/2017	Open			Accounts Payable	YUMA OFFICE EQUIPMENT	$3,676.01		
Type Check Totals:					115 Transactions		$630,195.06		

1BYPAYABLE - 1st BY Accounts Payable Totals

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	113	$614,075.06	$0.00
	Reconciled	0	$0.00	$0.00

Schedule B

Pay Day Register

Pay Date Range 12/01/17 - 12/01/17
Pay Batch 201712M

Pay Batch 201712M Total
Employees in Pay Batch 7
Female Employees in Pay Batch 3

Hours Description	Hours	Gross
102 - SALARY	.0000	7,550.00
806 - TELEPHONE STIPEND	.0000	150.00
Total	0.0000	$7,700.00

Withholdings and Deductions		Gross Base
Gross	7,700.00	
Imputed Income		
FEDERAL TAX WITHHOLDING	72.03	5,624.99
SOCIAL SECURITY TAX	477.40	7,700.00
MEDICARE	111.67	7,700.00
STATE WITHHOLDING	154.96	5,624.99
Council Retirement EORP	588.50	.00
Dental Council	147.98	.00
EODCRS - COUNCIL	72.00	.00
EODCRS - DISABILITY	1.13	.00
Medical Council	1,216.20	.00
MISCELLANEOUS	100.00	.00
Vision Council	49.20	.00
Net	$4,708.93 ✓	

Benefits		Gross Base
ASRS/EORP - LEGACY RATE	109.35	.00
Dental Council	253.26	.00
EODCRS - COUNCIL	54.00	.00
EODCRS - DISABILITY	1.13	.00
EODCRS/EORP LEGACY RATE	157.50	.00
EORP COUNCIL RETIREMENT	423.00	.00
Health Council	6,317.20	.00
Retirement Council EORP	928.25	.00
Vision Council	74.90	.00
Total	$8,318.59	

Workers' Comp	Gross Base
Total	

Direct Deposits	Amount
1st Bank Yuma	714.95
Chase Bank	643.14
Federal Credit Union	892.12
REALTORS FED CRED UNION	272.35
Sunbank	1,005.82
Wells Fargo	359.93
Total	$3,888.31

Check $820.62

Schedule C

Pay Day Register

Pay Date Range 12/09/17 - 12/22/17

Pay Batch 2017-4

U.S. MEX DENTAL - EE &	550.16	.00
U.S. MEX DENTAL - EE &	84.64	.00
UNITED WAY	19.00	.00
US & MEX DENTAL= FAMILY	634.08	.00
US & MEX HEALTH = C	6,141.80	.00
US & MEX HEALTH = FAMILY	4,124.70	.00
US & MEX HEALTH = SP	898.80	.00
VSP - VISION FAMILY	627.30	.00
Net	$271,541.07 ✔	

CLERICAL OFFICE/ LIBRARY/	257.01	107,076.57
Electrician	59.22	1,886.00
FIREFIGHTERS & DRIVERS	3,180.70	90,360.00
GARBAGE/ ASH/ REFUSE	261.80	4,188.80
MUNICIPAL/ TOWN/	75.22	4,298.41
PARKS- NOC ALL EMPLOYEES	448.74	14,475.31
POLICE OFFICERS	3,146.52	71,838.46
RECREATION- ALL EMPLOYEES/	202.17	14,757.11
SEWAGE DISPOSAL/ PLANT	629.00	18,284.32
Street or Road Construction	1,237.89	15,415.82
WATERWORKS OPERATIONS	542.02	15,620.33
Total	$11,137.07	

Direct Deposits	Amount
1st Bank Yuma	20,131.58
ACADEMY BANK	1,816.30
Bank of America	400.00
Chase Bank	119,109.35
CHASE BANK CA	3,843.45
CHASE BANK MORGAN	1,298.96
chase bank somerton	1,868.26
chase centro	696.34
Federal Credit Union	31,399.56
FEDERAL CREDIT UNION DS	1,473.12
HUGHES FCU	100.00
National Bank	500.00
Navy Federal	5,714.04
NetSpend Corporation DD	120.00
NORTH ISLAND CREDIT UNION	975.11
Sunbank	100.00
WASHINGTON FEDERAL	940.60
Wells Fargo	54,192.07
Total	$244,678.74

Check $26,862.33

Schedule D

City of San Luis

Payment Register

From Payment Date: 12/25/2017 - To Payment Date: 12/28/2017

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
83055	12/28/2017	Open			Accounts Payable	PUBLIC SAFETY PERSONNEL RETSY	$1,939.75		
Type Check Totals:					16 Transactions		$10,153.62		
1BYPAYABLE - 1st BY Accounts Payable Totals									

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	16	$10,153.62	$0.00
	Reconciled	0	$0.00	$0.00
	Voided	0	$0.00	$0.00
	Stopped	0	$0.00	$0.00
	Total	16	$10,153.62	$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	16	$10,153.62	$0.00
	Reconciled	0	$0.00	$0.00
	Voided	0	$0.00	$0.00
	Stopped	0	$0.00	$0.00
	Total	16	$10,153.62	$0.00

Grand Totals:

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	**16**	**$10,153.62**	**$0.00**
	Reconciled	**0**	**$0.00**	**$0.00**
	Voided	**0**	**$0.00**	**$0.00**
	Stopped	**0**	**$0.00**	**$0.00**
	Total	**16**	**$10,153.62**	**$0.00**

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	**16**	**$10,153.62**	**$0.00**
	Reconciled	**0**	**$0.00**	**$0.00**
	Voided	**0**	**$0.00**	**$0.00**
	Stopped	**0**	**$0.00**	**$0.00**
	Total	**16**	**$10,153.62**	**$0.00**

12-28-2017

City of San Luis

Payment Register

From Payment Date: 12/25/2017 - To Payment Date: 12/28/2017

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
1BYPAYABLE - 1st BY Accounts Payable									
Check									
83040	12/28/2017	Open			Accounts Payable	CALIFORNIA STATE DISBURSEMENT UNIT	$160.61		
83041	12/28/2017	Open			Accounts Payable	CHARGO PA, GURSTEL	$52.21		
83042	12/28/2017	Open			Accounts Payable	CHILD SUPPORT SERVICES	$274.62		
83043	12/28/2017	Open			Accounts Payable	FOP/ALC	$255.00		
83044	12/28/2017	Open			Accounts Payable	INTERNAL REVENUE SERVICE	$50.00		
83045	12/28/2017	Open			Accounts Payable	NATIONWIDE RETIREMENT SOLUTIONS	$126.00		
83046	12/28/2017	Open			Accounts Payable	PUBLIC SAFETY PERSONNEL RET SY	$156.33		
83047	12/28/2017	Open			Accounts Payable	PUBLIC SAFETY PERSONNEL RET SY	$109.35		
83048	12/28/2017	Open			Accounts Payable	PUBLIC SAFETY PERSONNEL RET SY	$2.26		
83049	12/28/2017	Open			Accounts Payable	PUBLIC SAFETY PERSONNEL RET SY	$1,939.75		
83050	12/28/2017	Open			Accounts Payable	PUBLIC SAFETY PERSONNEL RET SY	$157.50		
83051	12/28/2017	Open			Accounts Payable	SAN LUIS POLICE OFFICERS ASSOC	$480.00		
83052	12/28/2017	Open			Accounts Payable	SUPPORT PAYMENT CLEARINGHOUSE	$3,781.24		
83053	12/28/2017	Open			Accounts Payable	UNITED WAY OF YUMA COUNTY, INC.	$19.00		
83054	12/28/2017	Open			Accounts Payable	UNITED YUMA FIRE FIGHTERS-IAFF	$650.00		

AGENDA ITEM REVIEW FORM

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

Meeting Date: 01/10/2018

Department Head: Richard Jessup, Acting Chief of Police, Police Department

Submitted By: Miguel Alvarez, Lieutenant, Police Department

Action Requested: Motion

ITEM:

Discussion and possible action on any and all matters regarding authorization to purchase two (2) police canines for the San Luis Police Department Canine Unit. (**Richard Jessup, Acting Chief of Police**)

SUMMARY:

The San Luis Police Department is seeking approval to purchase two (2) police canines, for the purpose of retiring its two (2) in-service police canines that have reached retirement age (8 years of service) and are experiencing medical problems related to aging. Three (3) quotes have been received and reviewed by Police Administration. The one time expense for the purchase of two (2) police canines is $20,000.00. Adlerhorst International, LLC from Jurupa Valley, California met all of the service needs established by the San Luis Police Department Administration upon the inquiry of cost quotes to purchase two (2) police canines.

Adlerhorst International, LLC from Jurupa Valley, California provided a contract quote of **$20,250.00.** We also contacted Vohne Liche Kennels, Inc. from Denver, Indiana which provided a contract quote of $20,000.00, and International Canine Exchange Inc. from Portsmouth, Rhode Island with a quote of $19,500.00. Under San Luis City Code-Purchasing Section 36.01(D) for purchasing in this amount requires three (3) quotes which are provided. The contracted service was not approved in the budget for Fiscal Year 2017-2018.

After reviewing the three (3) quotes, Adlerhorst International, LLC purchase quote was determined to be the most warranty accessible.

Exclusive critical determining factors for proposing the acceptance of Adlerhorst International, LLC quote are listed as follows:

1. Seller is conveniently situated within driving distance, which can better accommodate any warranty issues within a 24-hour time period, where other sellers may take up to one to three weeks to settle any warranty issues.

2. New police canines will be hand-picked by experienced San Luis Police Department K9 Handlers.

The San Luis Police Department is requesting for Council to award the third lowest quote to Adlerhorst International, LLC in the amount of $20,250.00 and waive formal purchasing procedures as allowed under San Luis City Code-Purchasing Section 36.01(H).

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO APPROVE THE PURCHASE OF TWO POLICE CANINES IN THE AMOUNT OF $20,250.00, AND WAIVE FORMAL PURCHASING PROCEDURES FOR THE REASONS PRESENTED.

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:	City
TOTAL:	$20,250.00
BUDGETED AMOUNT:	No
AVAILABLE AMOUNT TO TRANSFER:	$20,250.00
ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE:	250-181-90000-118 Capital outlay - Auction and Equipment $20,250.00

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

Accounts used to transfer budget are listed below:

250-181-60035.118 Minor Tools - Auction $10,250.00
250-181-60040.118 Miscellaneous - Auction $ 10,000.00

Payment Account:250-181-90000.118 - Capital Outlay -Auction Equipment

If we exceed budgeted total amount, we will transfer funds from operational budget to cover the additional funds.

Attachments

Adlerhorst International, LLC
Vohne Linhe Kennels, Inc.
Intenational Canine Exchange

Dog Prices

Police Service Dogs:	
German Shepherd – Titled or equivalent training	$10,000
Belgian Malinois – Titled or equivalent training	$10,000
Single Purpose Detection Dog	$8,000
Untitled dogs, other breeds or any special requirements for your agency	Call

Canine Surcharge:
Security and Shipping Surcharge $250

Because of rising prices due to the security and shipping of our canines from Europe into the United States, we are charging a Canine Surcharge for every dog.

Contact

Adlerhorst International, LLC
3951 Vernon Ave
Jurupa Valey, CA 92509
(951) 685-2430

Contact
About

- Proposal
- Partial Customer List
- Our Staff

- California Sales Tax

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Vohne Liche Kennels, Inc.
7953 N Old Rt 31
Denver, IN 46926

Cost Quote

Date	Estimate #
11/1/2017	7548

Bill To	Ship To
San Luis Police Department 1030 Union St San Luis, AZ 85349	

P.O. No.	Terms	Due Date	VLK Rep		Contact #
	Net 30	12/1/2017	LAP		

Description	Qty	Rate	Total
Dual Purpose Pre-trained Narcotic Dog, Untitled Guarantee:Effective from day of purchase. 100% Health for 6 months, Skeletal 12 months. If any genetic or hereditary problem is found during time of guarantee K-9 will be replaced. A vet report stating diagnosis must accompany K-9 on return . Trainability 3 months, Compatibility 3 months.	2	10,000.00	20,000.00T
TAX ID # 35-2148814			0.00

This estimate is good for ninety days. Thank you for your inquiry.

(765) 985-2274 Phone
(765) 985-2595 Fax
www.vohneliche.com

Subtotal	$20,000.00
Sales Tax (0.0%)	$0.00
Total USD	$20,000.00

International Canine Exchange Inc.

QUOTE

160 Willow Ln.
Portsmouth, RI 02871
401-640-0626
k9instincts@cox.net

Bill To

San Luis Police Department
1030 Union St
San Luis, AZ 85349
USA

Quote # 20171023 **Date** 11-16-2017
Account # 20171044 **Valid Until** 12-31-2017

SKU	Description	QTY	Price	T	Total
	K9 - Dual Purpose K9 candidate each k9 will come with a current vaccination record, xrays. a one year genetic medical warranty. Each K9 will be guaranteed to complete the certifying traning class, if a k9 is determined to have a reason not to be able to be certified by the certifying trainers a replacement k9 will be supplied.	1	$9,750.00	N	$9,750.00
	Terms - A Purchase Order must be supplied to start proceurment process. price is subject to change after 30 days from date of this quote. Payment- via check , wire transfer made withing 15 days of taking possesion of k9(s)	1	$0.00	N	$0.00
	Terms - quote is subject to change after 12-31-17	1	$0.00	N	$0.00

Subtotal	**$9,750.00**
Total	**$9,750.00**

AGENDA ITEM REVIEW FORM

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

Meeting Date: 01/10/2018

Department Head: Lizandro Galaviz, Director of Parks & Recreation, Parks & Recreation Department

Submitted By: Crystal Fragozo, Administrative Assistant, Parks & Recreation Department

Action Requested: Motion

ITEM:

Discussion and possible action on any and all matters regarding the reimbursement of sponsorship monies & revenue earned in various Recreation Special Events this fiscal year to be placed back in respective special services accounts. **(Lizandro Galaviz, Director of Parks & Recreation)**

SUMMARY:

The Parks and Recreation Department would like to request the sponsorship contributions during special events from July 2017 to the present time to be reimbursed back into their respective department's special services account. The total contributions is in the amount of $21,250.00. These sponsorships specifically were received to enhance the Fourth of July on July 04, 2017, David Lara Sr. Boxing Classic on September 15, 2017, Safety Event on September 25, 2017, Mexican Baseball Fiesta on September 29, 2017, and Day of the Dead Spooktacular Festival on October 31, 2017.

The sponsorships need to be allocated as follows:

The Fourth of July Event sponsorship and wristband revenue of $10,750.00 be reimbursed to the Recreation - Special Services account.
The David Lara Sr. Boxing Event sponsorship revenue of $2,750.00 be reimbursed to the Youth Center - Special Services account.
The Safety Event sponsorship revenue of $2,750.00 be reimbursed to the Recreation - Special Services account.
The Mexican Baseball Fiesta Event sponsorship of $1,850.00 be reimbursed to the Recreation -Special Services account.
The Day of the Dead Spooktacular Festival Event sponsorship of $3,150.00 be reimbursed to the Cultural Center - Special Services account and Youth Center - Special Services account. Each department receiving half which is $1,575.00.

The Parks and Recreation Department has upcoming events planned for our community and the additional funds would greatly benefit from the completion of such events.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO APPROVE THE ALLOCATION OF SPECIAL EVENT CONTRIBUTIONS AS PRESENTED.

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:	CITY
TOTAL:	$15,350.00
BUDGETED AMOUNT:	YES
AVAILABLE AMOUNT TO TRANSFER:	YES
ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE:	SPECIAL SERVICES / 100-145-80005

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

- Reimburse to Special Services Account.

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:	YES
CITY/STATE/FEDERAL FUNDS:	CITY
TOTAL:	$4,325.00
BUDGETED AMOUNT:	YES
AVAILABLE AMOUNT TO TRANSFER:	YES
ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE:	SPECIAL SERVICES / 100-146-80005

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

- Reimburse to Special Services Account

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:	YES
CITY/STATE/FEDERAL FUNDS:	CITY
TOTAL:	$1,575.00
BUDGETED AMOUNT:	YES
AVAILABLE AMOUNT TO TRANSFER:	YES
ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE:	SPECIAL SERVICES / 100-140-80005

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

- Reimburse to Special Services Accounts.

Attachments

Special Events Sponsorship Breakdown FY17.18
Sponsorship Check #1
Sponsorship Check #2
Sponsorship Check #3
Sponsorship Check #4
Sponsorship Check #5
Sponsorship Check #6
Sponsorship Check #7
Sponsorship Check #8
Sponsorship Check #9
Sponsorship Check #10

Sponsorship Check #11
Sponsorship Check #12
Sponsorship Check #13
Sponsorship Check #14
Sponsorship Check #15
Sponsorship Check #16
Sponsorship Check #17
Sponsorship Check #18
Sponsorship Check #19
Sponsorship Check #20
Sponsorship Check #21
Sponsorship Check #22
Sponsorship Check #23
Sponsorship Check # 24
Sponsorship Check #25
Sponsorship Check #26

4th of July (2017)
Vendor Registration and Sponsorship Revenue

Vendors Name	Sponsorship Level	Full Amount	Form of Payment
1. James Davey & Associates Inc.	Sponsor	$250.00	Check #: 19762
2. Musco Sports Lighting, LLC	Entertainment	$500.00	Check #: 197891
3. Metro PCS	Fireworks	$1,000.00	Check #: 1006
4. Galeria Café	Fireworks	In Kind	
5. RV World	Freedom	In Kind	
6. Ultra Show Makers	Freedom	In Kind	
7. Perfume (san luis az)	Freedom	In Kind	
8. AEA Federal Credit Union	Sponsor	$250.00	Check #: 061055
9. Reidel Construction, LLC	Main Event Sponsor	$4,000.00	Check #: 7661
10. Del Sol (Factor Sales)	Fireworks	$1,000.00	Check #: 1125396
11. Chicago Title	Sponsor	$250.00	Check #: 1090901330
12. Dave Bang Associates, Inc	Sponsor	$250.00	Check #: 53733
13. Finance Of America Mortgage	Sponsor	$250.00	Check #: 94056
15. APS	Freedom	$2,500.00	Check #: 32157295
15. 1st Bank Yuma	Freedom	$500.00	Check #: 27856

Registration Revenue: **$10,750.00**

David Lara Sr. Boxing Event
September 15, 2017 @ Gym
Sponsorship List

Vendors Name	Sponsorship Level	Full Amount	Form of Payment
1. Richards & Minore, P.C	TKO Sponsor	$500.00	Check #: 2931
2. Adult & Pediatric Rehab.	TKO Sponsor	$500.00	Check #: 3623
3. Sun Rental & Sales	Ring Sponsor	$250.00	Check #: 27904
5. RL Jones	TKO Sponsor	$500.00	Check #: 29435
6. Regional Center for Border Health	TKO Sponsor	$500.00	Check #: 50872
7. Aztec Construction Services	TKO Sponsor	$500.00	Check #: 2880

Total: **$2,750.00**

Safety Event
September 25, 2017 @ the Gym
Sponsorship List

Vendors Name	Sponsorship Level	Full Amount	Form of Payment
1. T P Farms, Inc	N/A	$1,200.00	Check #: 14639

2. Yuma Insurance, Inc	N/A	$300.00	Check #: 003683
3. Comite De Bienestar, Inc	N/A	$250.00	Check #: 29577
4. Rio Colorado Development	N/A	$150.00	Check #: 1316
5. R. Jones	N/A	$200.00	Check #: 008253
6. San Luis International Freight Services,	N/A	$250.00	Check #: 008554
7. Cathy Nuetzi Insurance Agency, INC.	N/A	$400.00	Check #: 4248
	Total :	**$2,750.00**	

Mexican Baseball Fiesta
Naranjeros De Hermosillo vs. Aguilas de Mexicali
Friday, September 29, 2017 @ 6pm
Sponsorship List

Vendors Name	Sponsorship Level	Full Amount	Form of Payment
2. Adult & Pediatric Rehab. LLC	Single	$250.00	Check #: 3669
3. Dave Bang Associates		$250.00	Check #: 53880
4. Jack In the Box		$250.00	Cash
5. Cricket Wireless/No Hassle Wireless	Home Run Deryby	$300.00	Check #: 1861
6. APS		$500.00	Check #: 32157295
7. Cocopah Indian Tribe		$300.00	Check #: 106170
	Total:	**$1,850.00**	

Day of the Dead Spooktacular Festival
Tuesday October 31, 2017
Joe Orduno Park
Sponsorship Revenue

Name & Contact Info	Amount of Sponsorship	Method of Payment
1. A& F Builders	$500.00	Check #: 5352
2. APS	$550.00	Check #: 32157295
4. Sushi Rock	$500.00	Check #: 1047
5. Super C	$500.00	Check #: 3238
6. Vega & Vega	$500.00	Check #: 13069
7. Ortiz Brothers	$250.00	Check #: 1698
8. Comite De Bienestar	$150.00	Check #: 29936
9. The Growers Company	$200.00	Check #: 057628
	$3,150.00	

Total of Sponsorships per Department

Recreation - Special Services

$10,750.00	Fourth Of July
$2,750.00	Safety Event
$1,850.00	Mexican Baseball Fiesta
$15,350.00	Grand Total of Rec. Sponsorships for Secial Events

Youth Center - Special Services

$2,750.00	David Lara Sr. Boxing Classic
$1,575.00	Day of the Dead Spooktacular Festival (Half of sponsorships due to it being a merged event with Dia de los Muertos from the C.C)
$4,325.00	Grand Total of Y.C Sponsorships for Special Events

Cesar Chavez Cultural Center - Special Services

$1,575.00	Day of the Dead Spooktacular Festival (Half of sponsorships due to it being a merged event with Dia de los Muertos from the C.C)
$1,575.00	Grand Total of C.C Sponsorships for Specail Events

aps®

P.O. BOX 53940 * PHOENIX AZ 85072-3940

JPMorgan Chase Bank, N.A.
Columbus, OH
56-1544/441

Check No: 32157295
Date: 08/28/2017

Seven Thousand Dollars and 0 Cents

Amount: $7,000.00
VOID IF PRESENTED MORE THAN 90 DAYS FROM DATE OF ISSUE

PAY TO THE ORDER OF:

CITY OF SAN LUIS
PARKS & RECREATION DEPT
1015 N MAIN ST
SAN LUIS AZ 85349

James R. Hatfield
Authorized Signature

⑈32157295⑈ ⑆044115443⑆ 8440129144⑈

APS200CP

00Coz 145068/3229110 0000006 0000004 I=0000#107#108

VENDOR NUMBER	3292	GROUP CODE	12-SPC	CHECK AMOUNT	7000.00	CHECK NUMBER	32157295

VENDOR NAME	CITY OF SAN LUIS	DATE	08/28/2017	PAGE NUMBER	1 of 1

Invoice Information

Date	Number	Description	Amount	Discount	Net Amount
07/04/2017	20333	CITY EVENTS SPONSORSHIP	7,000.00	0.00	7,000.00

STA 8010 MALLORY LEBOVITZ

Title of Request

Brief description (Limit 50 words)

4th of July 7/4/17 $2,500

Baseball Exhibition Game 11/29/17 $500.00

San Luis in Vivo (Founder's Day) Parade and Block Party 11/4/17 $1,000

Tree Lighting Event 11/30/17 $500.00

Holiday Light Parade 12/1/17 $500.00

Arte en La Calle 3/16/18 $2,000.00

APS Sponsorship Check Breakdown

This APS sponsorship will be divided in various events this fiscal year 2017-2018. Please find below the breakdown and to what event it pertains to.

4th of July on July 04, 2017 - **$2,500.00**

Mexican Baseball Fiesta Event on September 29, 2017 - **$500.00**

Day of the Dead Spooktacular Festival on October 31, 2017 - **$550.00**

Christmas tree Lighting Event on November 28, 2017 - **$500.00**

Holiday Light Parade on December 08, 2017 - **$500.00**

San Luis en Vivo (Founders Day Parade) & Block Party in 2018 - **$1,000.00**

Arte en la Calle on March 16, 2018 - **$1,450.00**

Grand Total of Sponsorship: $7,000.00

RECVD
90 AUG '17 AM9:56

27904

GONZALEZ RENTAL & SALES CO.
DBA SUN RENTAL & SALES
3089 E. 33RD PLACE
YUMA, AZ 85365
PH. 928-782-1855

Foothills Bank
Division of Glacier Bank
800.288.8244 foothillsbank.com
91-563/1221

EZShield™ Check Fraud Protection for Business

Security features. Details on back.

DATE 8/15/17

AMOUNT 250.00

PAY TO THE ORDER OF City of San Luis

Two Hundred Fifty dollars 00/100

AUTHORIZED SIGNATURE

Youth Boxing

⑈027904⑈ ⑆122105634⑆ ⑈10200849 2⑈

GREEN SECURELINK CHAIN AND GREEN DIAMOND DISAPPEAR WHEN COPIED. HEAT SENSITIVE RED LOCK DISAPPEARS WHEN HEATED

3623

ADULT AND PEDIATRIC REHABILITATION LLC
PH. 928-722-6050
PO BOX 5841
YUMA, AZ 85366

DATE 8/21/17 91-563/1221

PAY TO THE ORDER OF CITY OF SAN LUIS $500.00

FIVE HUNDRED DLS & 00/100 **DOLLARS**

FOOTHILLS BANK
DIVISION OF GLACIER BANK

FOR BOXING-TKO SPONSOR

⑈003623⑈ ⑆122105634⑆ ⑈1927100 22⑈

Details on back. Security Features.

RECVD
30 AUG '17 AM9:58

HOLD TO LIGHT TO VIEW WATERMARK IN PAPER. HEAT SENSITIVE RED IMAGE DISAPPEARS WITH HEAT

WOUNDED WARRIORS FAMILY SUPPORT

RICHARDS & MINORE, P.C.
OPERATING ACCOUNT #2
340 W. 5TH STREET
YUMA, AZ 85364

2931

91-532/1221

PAY TO THE ORDER OF City of San Luis, AZ (Sponsorship) DATE 8/18/17 $ 500.00

Five Hundred & 00/100 DOLLARS

NATIONAL BANK OF ARIZONA
WWW.NBARIZONA.COM | 800.497.8168

FOR Sponsorship-David Lara Sr. Boxing Classic

John Minore

Details on back

Security Features

⑈0000 2931⑈ ⑆122105320⑆ 5790321524⑈

RECVD
30 AUG '17 AM9:38

50872

REGIONAL CENTER FOR BORDER HEALTH, INC.
(928) 627-9222
PO BOX 617
SOMERTON, AZ 85350

1st BANK YUMA
www.1stbankyuma.com • 1-866-384-3226
91-590/1221

050872

Security features. Details on back.

DATE | AMOUNT

*FIVE HUNDRED AND XX / 100

9/1/2017 **********500.00*

PAY TO THE ORDER OF

CITY OF SAN LUIS, AZ
PO BOX 1170
SAN LUIS, AZ 85349

VOID AFTER 90 DAYS

AUTHORIZED SIGNATURE

CSL

⑈050872⑈ ⑆122105906⑆013000319 7⑈

REGIONAL CENTER FOR BORDER HEALTH, INC. 50872

Date	Invoice Number	Comment	Amount	Discount	Net Amount
8/15/2017	9874		500.00	0.00	500.00
				0.00	

Check: 050872 9/1/2017 CITY OF SAN LUIS, AZ Check Total: 500.00

CASH ONLY IF ALL CHECK DOCUMENT SECURITY FEATURES LISTED ON BACK INDICATE NO TAMPERING OR ALTERING

RL JONES INSURANCE SERVICES, INC
GENERAL ACCOUNT
P.O.BOX 5969
YUMA, AZ 85366
TEL.(928)782-0528

NATIONAL BANK OF ARIZONA
YUMA, AZ 85365
91-532/1221

29435

9/1/2017

PAY TO THE ORDER OF City Of San Luis $ **500.00

Five Hundred and 00/100********** DOLLARS

City Of San Luis
Accounts Payable
P.O.Box 7740
San Luis, AZ. 85349

MEMO Sponsorhip to the 2nd Annual David Lara Sr. Boxing

⑈029435⑈ ⑆122105320⑆ 0140149 47⑈

© 2011 INTUIT INC. # 765 1-800-433-8618

RL JONES INSURANCE SERVICES, INC/GENERAL ACCOUNT 29435

City Of San Luis		9/1/2017	
6006 · Donations	Sponsorhip to the 2nd Annual David Lara Sr. Boxing		500.00

NBA 0014014947 Sponsorhip to the 2nd Annual David Lara Sr. Bo 500.00

2880

AZTEC CONSTRUCTION SERVICES, INC.
312 E. BARIONI BLVD
IMPERIAL, CA 92251
(760) 352-2619

UnionBank
(800) 238-4486
unionbank.com
16-49/1220

09/23/2017

PAY TO THE ORDER OF San Luis Boxing $500.00/XX

Five Hundred Dlls & - NO/100 DOLLARS

VOID AFTER 60 DAYS

AUTHORIZED SIGNATURE

MEMO 2nd Annual David Lara, Sr. Boxing Tournament

Security features. Details on back.

⑈002880⑈ ⑆122000496⑆ 003418510⑈

19762

JAMES DAVEY & ASSOCIATES, INC.
1025 W. 24TH ST, STE. #2
YUMA, AZ 85364

NATIONAL BANK OF ARIZONA
WWW.NBARIZONA.COM | 800.497.8168
EZShield™ Check Fraud Protection for Business

91-532-1221

CHECK DATE May 23, 2017

PAY Two Hundred Fifty and 00/100 Dollars

AMOUNT 250.00

TO City of San Luis
Parks & Recreation Department
P.O. Box 7740
San Luis, AZ 85349

Security features. Details on back.

AUTHORIZED SIGNATURE

⑈0001976 2⑈ ⑆122105320⑆ 016001056 6⑈

JAMES DAVEY & ASSOCIATES, INC.

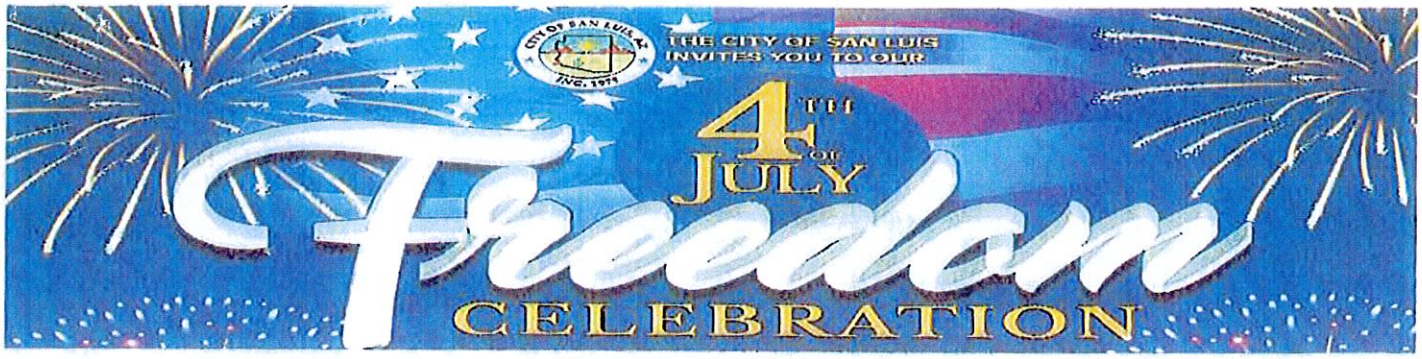
19762

Check Date: 5/23/2017

Invoice Number	Date	Voucher	Amount	Discounts	Previous Pay	Net Amount
61	5/22/2017	000000011159	250.00			250.00
City of San Luis		TOTAL	250.00			250.00
National Bank of Arizona	4	CSL				

100 - 27000

RECVD
7 JUN '17 PM6:58



Sponsorship Commitment

Tuesday July 04, 2017

6:00 PM – 12:00 AM

Joe Orduño Park

Sponsorship Information:

(Please print your business/organization/personal name as you would like for it to appear in our event promotional material. If your business/agency logo will be included, please send your high resolution image to lgalaviz@cityofsanluis.org.)

Sponsor Name (Company, business, agency, etc.): JAMES DAVEY and ASSOCIATES

Contact Name: JAMES DAVEY Title: OWNER

Business Address: 1025 W. 24th St., Ste 2 YUMA, AZ. 85364

Phone: 928 782-7926 Email: jdavey@jdaciv.com

Level of Sponsorship Selected:

- ☐ Main Event Sponsor ($4,000.00)
- ☐ Freedom Celebration Sponsor ($2,500.00)
- ☐ Fireworks Sponsor ($1,000.00)
- ☐ Entertainment Sponsor ($500.00)
- ☒ Sponsor ($250.00)

Our pledge of $ 250.00 will be completed by Check enclosed.

Please make all checks payable to:
City of San Luis
Parks & Recreation Department
P.O BOX 1170
San Luis, AZ 85349

Please contact Parks & Recreation Director, Louie Galaviz, for any questions or concerns at (928) 341-8535 or lgalaviz@citytofsanluis.org

WELLS FARGO BANK, N.A.
11-24/1210

197891

DATE
06/02/2017

MUSCO SPORTS LIGHTING, LLC
PO Box 808
OSKALOOSA, IA 52577-0808
641-673-0411

AMOUNT
**********500.00

FIVE HNDRD AND NO/100 **********

PAY TO THE ORDER OF
CITY OF SAN LUIS PARKS RENOVATION DEPARTMENT
P.O. BOX 1170
SAN LUIS AZ 85349

⑈197891⑈ ⑆121000248⑆ 4121225395⑈

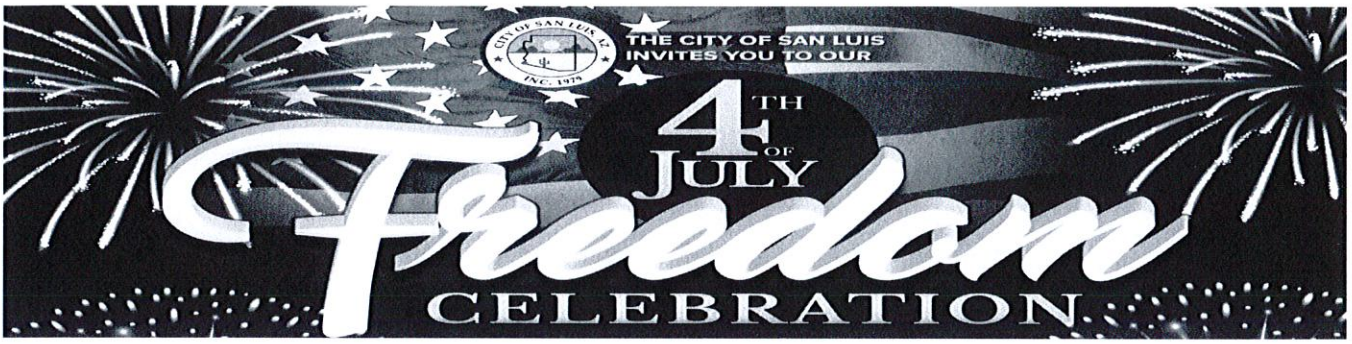
MUSCO SPORTS LIGHTING, LLC
OSKALOOSA, IA 52577-0808

NUMBER 197891

Invoice	Description	Amount	Discount	Net Amount
0717-Sponsor	July 4th, 2017 Sponsor	500.00	0.00	500.00
Check: 197891 06/02/17	City of San Luis Parks Renovation Department		Amount:	500.00

RECVD
7 JUN '17 PM6:39

City of San Luis



Sponsorship Commitment

Tuesday July 04, 2017

6:00 PM – 12:00 AM

Joe Orduño Park

Sponsorship Information:

(Please print your business/organization/personal name as you would like for it to appear in our event promotional material. If your business/agency logo will be included, please send your high resolution image to lgalaviz@cityofsanluis.org.)

Sponsor Name (Company, business, agency, etc.): Musco Sports Lighting

Contact Name: Dee Smith Title: Sales Representative

Business Address: 12725 West Indian School Rd, Suite E-115 / Avondale, AZ 85392

Phone: +1480-521-8271 Email: dee.smith@musco.com

Level of Sponsorship Selected:

Main Event Sponsor ($4,000.00)
Freedom Celebration Sponsor ($2,500.00)
Fireworks Sponsor ($1,000.00)
Entertainment Sponsor ($500.00)
Sponsor ($250.00)

Our pledge of $ $500 will be completed by _____.

Please make all checks payable to:
City of San Luis
Parks & Recreation Department
P.O BOX 1170
San Luis, AZ 85349

Please contact Parks & Recreation Director, Louie Galaviz, for any questions or concerns at (928) 341-8535 or lgalaviz@ciytofsanluis.org

THE RED THERMO SECURED "SP" LOGO IN THE LOWER CORNER OF THIS CHECK MUST FADE TEMPORARILY WHEN WARMED BY TOUCH OR FRICTION. SEE BACK FOR ADDITIONAL FEATURES.

FIRST CHOICE WIRELESS
227 MAIN STREET
SOMERTON, AZ 85350

1006

DATE 06/07/17

91-527/1221

PAY TO THE ORDER OF City of San Luis

$ 1,000.00

one thousand 00/100 DOLLARS

WELLS FARGO
Wells Fargo Bank, N.A.
Arizona

MEMO 4th of July

⑈001006⑈ ⑆122105278⑆ 7945952716⑈

SECURED THERMOSECURED THERMOSECURED THERMOS

THE CITY OF SAN LUIS INVITES YOU TO OUR

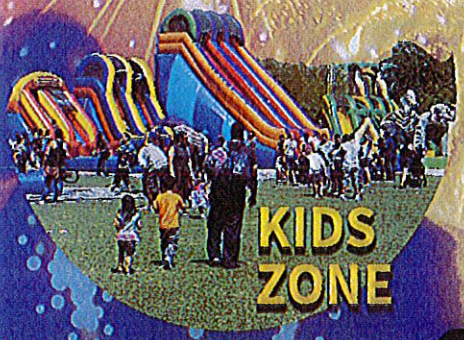
4TH OF JULY Freedom CELEBRATION

Voted
"Best Fireworks Show in South County"

JOE ORDUÑO PARK
965 N. PARK AVE. SAN LUIS, AZ

6:00 pm to 12:00 pm

★FREE★
ADMISSION



ENTERTAINMENT BY:

THE INTERNATIONAL MIGHTY MUSHROOMS

Los Alicos del 512

CREDENCE CLEARWATER REVIVAL TRIBUTE BAND

City of San Luis

Parks & Recreation Department

Recreation Youth Center Cultural Center Aquatic Center Parks

4th of July Freedom Celebration

Dear Sponsor,

We are proud to offer you the opportunity to be part of a fun and exciting community event: our Annual 4th of July Freedom Celebration that includes the best Entertainment and Fireworks in the County. We had over 25,000 people attend our event in 2016 in San Luis, Arizona.

Join us in supporting this fun, family event that brings people from all over the County together. This year we have live bands, 40 different food vendors, 11 waterslides and 7 jumpers for kids, a rock climbing wall, 2 mechanical bulls and, of course, the best fireworks in the County. Your sponsorship guarantees that your business will be seen by thousands while they enjoy celebrating Independence Day in South County. The event runs 6pm to 12pm at Joe Orduno Park, 965 N. Park Avenue. Below is a picture from last year's event.

Your sponsorship directly supports our 2017 Freedom Celebration and is greatly appreciated. For more information, contact us at (928) 627-2058 or lgalaviz@cityofsanluis.org.

Sincerely,

Louie Galaviz
Parks & Rec. Director
City of San Luis, Az

EIN#: 86-6000261

AEA FEDERAL CREDIT UNION

061055

CITY OF SAN LUIS

61055 **5/26/2017**

Document Date	Document Number	Description	Base Amount	Net Amount
5/23/2017	5.23.17	City of San Luis Parks & Rec 4th of July	$250.00	$250.00
		Total	$250.00	$250.00

aea Federal Credit Union
1780 S. 1ST AVENUE
YUMA, ARIZONA 85364
PHONE (928) 783-8881

442211103 Rev 4 09/16 8910057347

HOLD DOCUMENT UP TO THE LIGHT TO VIEW TRUE WATERMARK

OFFICIAL CHECK

HOLD DOCUMENT UP TO THE LIGHT TO VIEW TRUE WATERMARK

061055

ACCOUNTS PAYABLE

aea Federal Credit Union
1780 S. 1ST AVENUE
YUMA, ARIZONA 85364
PHONE (928) 783-8881

Issued by AEA Federal Credit Union, Yuma, Arizona

91-7321
3221

5/26/2017

CITY OF SAN LUIS

250.00

Two Hundred Fifty and 00/100

CITY OF SAN LUIS
P.O. BOX 1170
SAN LUIS, AZ 85349

Security Features Details on Back.

VOID AFTER 180 DAYS
DRAWER: AEA Federal Credit Union

MP

⑈061055⑈ ⑆322173217⑆ ⑈9009726486⑈

aea Federal Credit Union
PO Box 13000
Yuma, AZ 85366-3000
aeafcu.org

PHOENIX
AZ 852
27 MAY '17
PM 5 L

U.S. POSTAGE
ZIP 85364 $
02 1W
0001398451 M

RECEIVED
MAY 30 2017
CITY OF SAN LUIS

RIEDEL CONSTRUCTION, INC. 7661

CITY OF SAN LUIS

Date 06/09/17 Check No. 7661

Invoice	Inv.Date	Inv.Amt	Disc/Fin	Prev Pmts	Due	Amt.Paid
JULY4TH	06/05/17	4,000.00			4,000.00	4,000.00
Total		4,000.00			4,000.00	4,000.00

RECVD
12 JUN '17 PM4:52

RIEDEL CONSTRUCTION, INC.
P.O. BOX 1649
SAN LUIS, AZ 85349
PH. (928) 627-9385

1st BANK YUMA
91-590/1221

7661

7661

Four Thousand and 00/100

DATE	AMOUNT
06/09/17	$**********4,000.00

PAY TO THE ORDER OF
CITY OF SAN LUIS
PARKS & RECREATION
P O BOX 1170
SAN LUIS, AZ 85349

AUTHORIZED SIGNATURE

⑈007661⑈ ⑆122[illegible] 0000447⑈

Deposited on 6/13/17

100 - 27000

FACTOR SALES INC. 1125396

REFERENCE	DATE	GROSS	CR/DISC	TOTAL
06/21/17	06/22/2017	1,000.00	0.00	1,000.00

RECVD
27 JUN '17 PM6:41

JUN 22 2017 1,000.00

THIS DOCUMENT HAS A COLORED BACKGROUND AND MICROPRINTING ON THE REVERSE SIDE AND AN ARTIFICIAL WATERMARK ON THE REVERSE SIDE. HOLD AT AN ANGLE TO VIEW.

FACTOR SALES INC.
P.O. BOX 7230
SAN LUIS, AZ 85349
PH. 928 627 8033

WELLS FARGO Wells Fargo Bank, N.A.

1125396
11-24/1210

THOUSAND DOLLARS 00/100 U.S. CY.

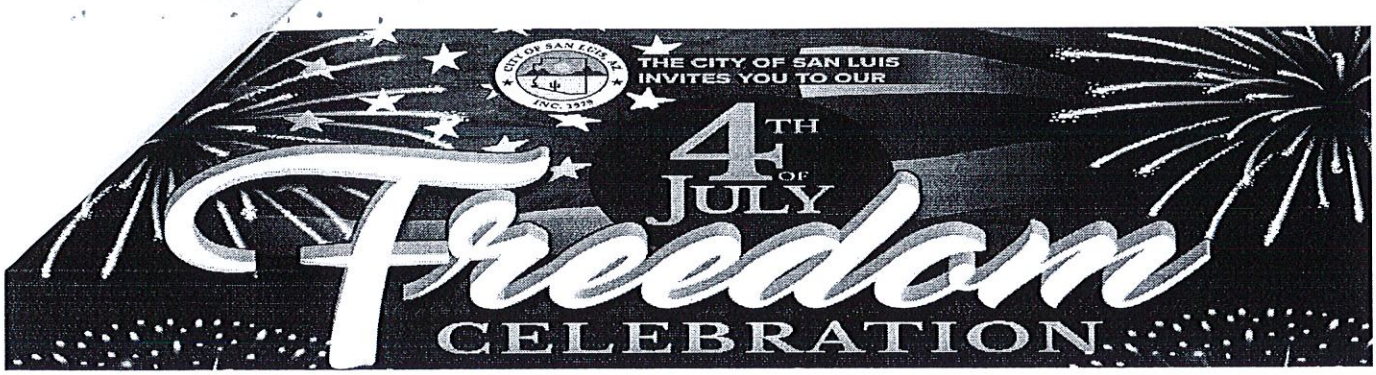
DATE JUN 22 2017

AMOUNT $ 1,000.00

PAY TO THE ORDER OF: CITY OF SAN LUIS
P.O.BOX 1170
SAN LUIS, AZ, 85349

Angelica Zamora

⑈1125396⑈ ⑆122000248⑆ 4428950810⑈



Sponsorship Commitment

Tuesday July 04, 2017
6:00 PM – 12:00 AM
Joe Orduño Park

06226
6492

Sponsorship Information:

(Please print your business/organization/personal name as you would like for it to appear in our event promotional material. If your business/agency logo will be included, please send your high resolution image to lgalaviz@cityofsanluis.org.)

Sponsor Name (Company, business, agency, etc.): Del Sol Market.

Contact Name: Martha Monge Title: IT Mngr

Business Address: 676 N. Archibald St. San Luis Az. 85349

Phone: 928 941-8055 Email: mmonge@delsolmkt.com

Level of Sponsorship Selected:

Main Event Sponsor ($4,000.00)
Freedom Celebration Sponsor ($2,500.00)
Fireworks Sponsor ($1,000.00)
Entertainment Sponsor ($500.00)
Sponsor ($250.00)

Our pledge of $ 1000.00 will be completed by 6/22/2017.

Please make all checks payable to:
City of San Luis
Parks & Recreation Department
P.O BOX 1170
San Luis, AZ 85349

Please contact Parks & Recreation Director, Louie Galaviz, for any questions or concerns at (928) 341-8535 or lgalaviz@ciytofsanluis.org

July Freedom Celebration
SPONSORSHIP OPPORTUNITIES
(Tuesday) 6:00 pm to Midnight (Joe Orduno Park)

Main Event Sponsor $4000
Main Event Banner on Main Street, 10th Ave Intersection and Joe Orduno Park
Business logo on billboard advertisement and on 20x10 stage screen (individual)
Meet and greet with Main Band for 8 people with appetizers and beverages
Logo on staff badges
Product placement opportunity at event.
Announcer ID throughout event
Logo ID on 6 billboards
Logo ID as Main event Sponsor in at least 100 TV ads
Logo ID as sponsor on City of San Luis website and Facebook linked to your business site
To receive all sponsor benefits, we must have your commitment by May 25th

Freedom Celebration Sponsor $2,500
Business logo on billboard advertisement and on 20x10 stage screen (grouping)
Announcer ID before & after Fireworks
Announcer ID as Freedom Sponsor at beginning and end of event.
10' x10' Info Booth Space
Meet and Greet with Main Band for 4 with appetizers and beverages
Logo ID as sponsor in at least 100 TV ads
Logo ID as sponsor on City of San Luis website and Facebook linked to your business site
To receive all sponsor benefits, we must have your commitment by June 19th

Fireworks Sponsor $1000
Business logo on billboard advertisement and on 20x10 stage screen (grouping)
Announcer ID before and after Fireworks.
10' x 10' Info Booth Space
Meet and Greet with Main Band for 2 with appetizers and beverages.
Logo ID as sponsor in at least 100 TV ads
Logo ID as sponsor on City of San Luis website linked to your business site
To receive all sponsor benefits, we must have your commitment by June 19th

Entertainment Sponsor $500
Announcer ID at beginning and end of event.
Business logo on billboard advertisement and on 20x10 stage screen (grouping)
ID as sponsor on City of San Luis website and Facebook
To receive all sponsor benefits, we must have your commitment by June 15th

Sponsor $250
Announcer ID at Event on City Website and Facebook.
To receive all sponsor benefits, we must have your commitment by July 1st

Please make check payable to: City of San Luis. If you have any questions, please contact City of San Luis Parks & Recreation, 928-341-8535 lgalaviz@cityofsanluis.org.

CHICAGO TITLE FACE OF THE DOCUMENT HAS A COLORED BACKGROUND ON WHITE PAPER • THERMOCHROMIC INK ON BACK

1721 W RIO SALADO PARKWAY
TEMPE, AZ
(480) 477-7950

BANK OF AMERICA
Walnut Creek, CA

1090901330

90-4182/1211

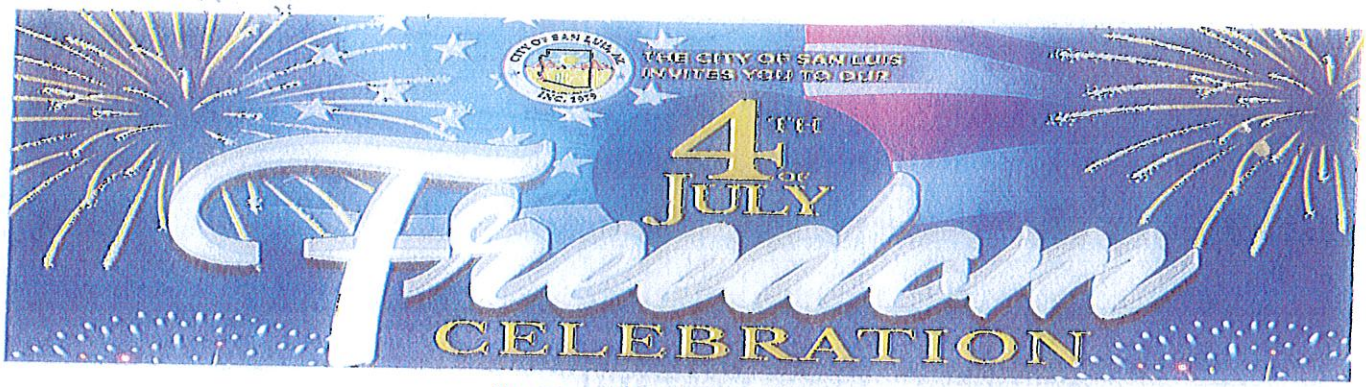
Date	Amount
6/5/17	$250.00

Two Hundred Fifty Dollars And Zero Cents********

Pay to the Order of: **CITY OF SAN LUIS PARKS AND RECREATION DEPARTMENT**
P.O. BOX 1170
SAN LUIS,AZ 85349

Security features included. Details on back.

⑈1090901330⑈ ⑆121141822⑆ 73130260 29⑈



Sponsorship Commitment

Tuesday July 04, 2017

6:00 PM – 12:00 AM

Joe Orduño Park

RECVD

20 JUN '17 AM11:38

Sponsorship Information:

Please print your business/organization/personal name as you would like for it to appear in our event promotional material. If your business/agency logo will be included, please send your high resolution image to lgalaviz@cityofsanluis.org.)

Sponsor Name (Company, business, agency, etc.): Chicago Title

Contact Name: Bekka Moreno Title: Sales Manager

Business Address: 120 W 16th St. 2nd Floor

Phone: 928 446 1941 Email: bekka.moreno@ctt.com

Level of Sponsorship Selected:

- ☐ Main Event Sponsor ($4,000.00)
- ☐ Freedom Celebration Sponsor ($2,500.00)
- ☐ Fireworks Sponsor ($1,000.00)
- ☐ Entertainment Sponsor ($500.00)
- ☒ Sponsor ($250.00)

Our pledge of $ 250.00 will be completed by 6/15/17.

Please make all checks payable to:
City of San Luis
Parks & Recreation Department
P.O BOX 1170
San Luis, AZ 85349

Please contact Parks & Recreation Director, Louie Galaviz, for any questions or concerns at (928) 341-8535 or lgalaviz@cityofsanluis.org

53733

dave bang associates, inc.
P.O. BOX 8760 (480) 892-2266
MESA, ARIZONA 85214

Bank of America
55191 AZ
91-170-1221

6/15/2017

PAY TO THE ORDER OF City of San Luis-Parks Renovation Project

$ **250.00

Two Hundred Fifty and 00/100********** DOLLARS

City of San Luis-Parks Renovation Projec
P.O. Box 1170
San Luis, AZ 85349

MEMO 4th of July Celebration Sponsorship

AUTHORIZED SIGNATURE

⑈053733⑈ ⑆122101706⑆ 000985034608⑈

DAVE BANG ASSOCIATES, INC.

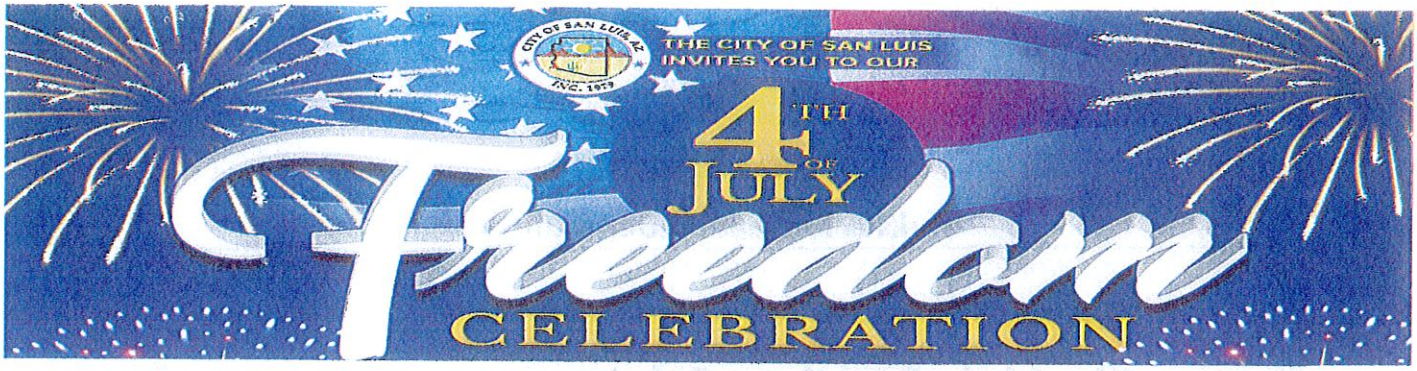
53733

City of San Luis-Parks Renovation Project

Date	Type	Reference	Original Amt.	Balance Due	6/15/2017 Discount	Payment
6/8/2017	Bill	060817	250.00	250.00		250.00
					Check Amount	250.00

This is for Parks & Rec - 4th of July Sponsorship. Please call me @ 480.892.2266 if you have any questions - Kelsey Bashaw Accounting. Dave Bang Associates.

B of A - SG&A Operati 4th of July Celebration Sponsorship 250.00



Sponsorship Commitment

Tuesday July 04, 2017

6:00 PM – 12:00 AM

Joe Orduño Park

RECVD

29 JUN '17 AM8:15

Sponsorship Information:

(Please print your business/organization/personal name as you would like for it to appear in our event promotional material. If your business/agency logo will be included, please send your high resolution image to lgalaviz@cityofsanluis.org.)

Sponsor Name (Company, business, agency, etc.): Dave Bang Associates, Inc.

Contact Name: Andrew Ross Title: Sales

Business Address: 140 N. Gilbert Road

Phone: 480 892-2266 Email: Andrew@davebang.com

Level of Sponsorship Selected:

- ☐ Main Event Sponsor ($4,000.00)
- ☐ Freedom Celebration Sponsor ($2,500.00)
- ☐ Fireworks Sponsor ($1,000.00)
- ☐ Entertainment Sponsor ($500.00)
- ☒ Sponsor ($250.00)

Our pledge of $ 250.00 will be completed by 6/16/2017.

Please make all checks payable to:

City of San Luis

Parks & Recreation Department

P.O BOX 1170

San Luis, AZ 85349

Please contact Parks & Recreation Director, Louie Galaviz, for any questions or concerns at (928) 341-8535 or lgalaviz@ciytofsanluis.org

94056

FINANCE of AMERICA
– MORTGAGE –
A BLACKSTONE COMPANY

3010 LAVA RIDGE COURT, SUITE 220
ROSEVILLE, CA 95661

TEXAS CAPITAL BANK
DALLAS, TX

32-1797/1110

NUMBER

*TWO HUNDRED FIFTY AND XX / 100

DATE
6/21/2017

AMOUNT
**********250.00*

PAY
TO THE
ORDER
OF

City of San Luis
Parks & Recreation Department
PO Box 1170
San Luis, AZ 85349
CTYSANL

GENERAL ACCOUNT

Shield

AUTHORIZED SIGNATURE

THIS DOCUMENT HAS A WATERMARK. HOLD TO LIGHT TO VIEW. PAPER CONTAINS TONER REPULSION PROPERTIES. HEAT SENSITIVE INK. VOIDS IF ALTERED OR COPIED.

⑈094056⑈ ⑆111017979⑆ 211104988⑈

an Luis
1170
on Street
ona 85349

RECVD
29 JUN '17 PM3:16

4th of July
Sponsorship

1st BANK YUMA
2799 S. 4th Avenue
Yuma, AZ 85364
(928) 783-3334

91-590
1221

27856

CHECK DATE
06/23/2017

CHECK AMOUNT
$ **********500.00

PAY EXACTLY
Five Hundred And 00/100**********

TO THE ORDER OF

CITY OF SAN LUIS

P.O. BOX 3750
SAN LUIS, AZ 85349-0000

MEMO

AUTHORIZED SIGNATURE

HEAT GLANCE
IF COLORED SPOT DISAPPEARS THIS DOCUMENT IS AUTHENTIC

⑈027856⑈ ⑆122105906⑆019999006O⑈

3669

ADULT AND PEDIATRIC REHABILITATION LLC
PH. 928-722-6050
PO BOX 5841
YUMA, AZ 85366

91-563/1221

DATE 9/05/17

PAY TO THE ORDER OF CITY OF SAN LUIS $ 250.00

TWO HUNDRED FIFTY DLLS & 00/100 **DOLLARS**

FOOTHILLS BANK
DIVISION OF GLACIER BANK

FOR _____

⑈003669⑈ ⑆122105634⑆ ⑈1927100221⑈

Details on back. Security Features

6 SEP '17 PM 6:30
RECVD

Mexicali Aguilas Exhibition Baseball Game

Sept. 29th 2017

TRIPLE ($1,000 - 3 available)

Pre and Post Event	On-Site
Logo on 6 x 20 banner prior to event	Preferred seating for 2 people in VIP Area
Social media promotion	Banner at entrance of ticket booth
Logo on media ads	On-site mentions 3 times during game
Banner on field fence on outside of fence	Logo on program – final page
Mention in press release and invitation to press conference	

DOUBLE ($500 - 5 available)

Pre and Post Event	On-Site
4 x 4 logo on sponsor banner near entrance of ticket area	On-site mentions during game
Mention in press release and invitation to press conference	General seating tickets (2 tickets)

SINGLE ($250 - 7 available)

Pre and Post Event	On-Site
4 x 4 banner near entrance of ticket area	On-site mentions during game
Logo on media ads	General seating tickets (2 tickets)
Mention in press release and invitation to press conference	

53880

dave
bang associates, inc.
P.O. BOX 8760 (480) 892-2266
MESA, ARIZONA 85214

Bank of America
55191 AZ
91-170-1221

9/7/2017

PAY TO THE ORDER OF City of San Luis-Parks Renovation Project

$ **250.00

Two Hundred Fifty and 00/100********** DOLLARS

City of San Luis-Parks Renovation Projec
P.O. Box 1170
San Luis, AZ 85349

AUTHORIZED SIGNATURE

MEMO Mexican Baseball Fiesta

⑈053880⑈ ⑆122101706⑆ 000985034608⑈

DAVE BANG ASSOCIATES, INC.

53880

City of San Luis-Parks Renovation Project

9/7/2017

Date	Type	Reference	Original Amt.	Balance Due	Discount	Payment
9/5/2017	Bill	090517	250.00	250.00		250.00
					Check Amount	250.00

RECVD
12 SEP '17 PM6:37

B of A - SG&A Operati Mexican Baseball Fiesta 250.00

Sponsorship Commitment

September 29, 2017

Starting at 6:00 PM

Joe Orduño Park

Sponsorship Information:

(Please print your business/organization/personal name as you would like for it to appear in our event promotional material. If your business/agency logo will be included, please send your high resolution image to lgalaviz@cityofsanluis.org.)

Sponsor Name (Company, business, agency, etc.): Dave Bang Associates.

Contact Name: Andrew Ross Title: Sales

Business Address: 40 N. Gilbert Road

Phone: 480.892.2266 Email: Andrew@davebang.com

Level of Sponsorship Selected:

- ☐ Home Run Sponsor ($1,500.00)
- ☐ Triple Sponsor ($1,000.00)
- ☐ Double Sponsor ($500.00)
- ☐ Home Run Derby Sponsor ($300.00)
- ☒ Single Sponsor ($250.00)

Our pledge of $ 250.00 will be completed by _____.

Please make all checks payable to:

City of San Luis

Parks & Recreation Department

P.O BOX 1170

San Luis, AZ 85349

Please contact Parks & Recreation Director, Louie Galaviz, for any questions or concerns at (928) 341-8535 or lgalaviz@ciytofsanluis.org

RECEIPT DATE 09/18/2017 No. 090001

RECEIVED FROM Jose Munoz $ 250.00

DOLLARS

○ FOR RENT
○ FOR

ACCOUNT	
PAYMENT	
BAL. DUE	

○ CASH
○ CHECK
○ MONEY ORDER
○ CREDIT CARD

FROM TO

BY

RECEIPT DATE 09.16.2017 No. 090002

RECEIVED FROM Jose Munoz Jack in the Box Inc. $ 250.00

Two hundred and fifty dollars DOLLARS

○ FOR RENT
○ FOR Mexican Baseball Fiesta Sponsorship * Single *

ACCOUNT	
PAYMENT	1250 00
BAL. DUE	

✓ CASH
○ CHECK
○ MONEY ORDER
○ CREDIT CARD

FROM TO

BY Spotify.

RECEIPT DATE No. 090003

RECEIVED FROM $

DOLLARS

○ FOR RENT
○ FOR

ACCOUNT	
PAYMENT	
BAL. DUE	

○ CASH
○ CHECK
○ MONEY ORDER
○ CREDIT CARD

FROM TO

BY

RECEIPT DATE No. 090004

RECEIVED FROM $

DOLLARS

○ FOR RENT
○ FOR

ACCOUNT	
PAYMENT	
BAL. DUE	

○ CASH
○ CHECK
○ MONEY ORDER
○ CREDIT CARD

FROM TO

BY

Sponsorship Commitment

September 29, 2017

Starting at 6:00 PM

Joe Orduño Park

Sponsorship Information:

(Please print your business/organization/personal name as you would like for it to appear in our event promotional material. If your business/agency logo will be included, please send your high resolution image to lgalaviz@cityofsanluis.org.)

Sponsor Name (Company, business, agency, etc.): Jack In The Box Inc.

Contact Name: Jose Muñoz Title: Restaurant Manager

Business Address: 606 N. Main st

Phone: (928) 627-2276 Email: Jmunoz1340@gmail.com

Level of Sponsorship Selected:

- ☐ Home Run Sponsor ($1,500.00)
- ☐ Triple Sponsor ($1,000.00)
- ☐ Double Sponsor ($500.00)
- ☐ Home Run Derby Sponsor ($300.00)
- ☒ Single Sponsor ($250.00)

Our pledge of $ 250.00 will be completed by _____.

Please make all checks payable to:
City of San Luis
Parks & Recreation Department
P.O BOX 1170
San Luis, AZ 85349

PAID 9.18.2017 Cash

Please contact Parks & Recreation Director, Louie Galaviz, for any questions or concerns at (928) 341-8535 or lgalaviz@ciytofsanluis.org

1861

NO HASSLE WIRELESS LLC
1302 E SOUTHERN AVE.
MESA, AZ 85204

DATE 9/25/17

91-2
1221 141

PAY TO THE ORDER OF City of San Luis Parks & Rec $ 300.00

three hundred 00/00 DOLLARS

CSR	Mexican Baseball Fiesta Event		

CHASE
JPMorgan Chase Bank, N.A.
www.Chase.com

⑈001861⑈ ⑆122100024⑆ 748592151⑈

Details on back. Security Features Included.

Sponsorship Commitment

September 29, 2017

Starting at 6:00 PM

Joe Orduño Park

Sponsorship Information:

(Please print your business/organization/personal name as you would like for it to appear in our event promotional material. If your business/agency logo will be included, please send your high resolution image to lgalaviz@cityofsanluis.org.)

Sponsor Name (Company, business, agency, etc.): Cricket Wireless / NO Hassle Wireless

Contact Name: John Angeles Title: Manager

Business Address: 706 N. Main St. Suite D San Luis AZ 85349

Phone: (928) 550-5057 Email: johnangeles@me.com

Level of Sponsorship Selected:

- ☐ Home Run Sponsor ($1,500.00)
- ☐ Triple Sponsor ($1,000.00)
- ☐ Double Sponsor ($500.00)
- ☒ Home Run Derby Sponsor ($300.00)
- ☐ Single Sponsor ($250.00)

Our pledge of $ 300 will be completed by 9/23/17 (mailed on this date).

Please make all checks payable to:

City of San Luis

Parks & Recreation Department

P.O BOX 1170

San Luis, AZ 85349

Please contact Parks & Recreation Director, Louie Galaviz, for any questions or concerns at (928) 341-8535 or lgalaviz@ciytofsanluis.org

COCOPAH INDIAN TRIBE • GRANTS & CONTRACTS ACCOUNT

106170

Payee CITY OF SAN LUIS (PARK & REC.)

106170

Vendor ID 104111 Account #:

9/20/2017

Invoice	Description	Discount	Amount
923740	DONATION FOR MEXICAN BASEBALL FIESTA	$0.00	$300.00
	Total :	$0.00	$300.00

TO VERIFY AUTHENTICITY, SEE REVERSE SIDE FOR DESCRIPTION OF THE 11 SECURITY FEATURES

COCOPAH INDIAN TRIBE
GRANTS & CONTRACTS ACCOUNT
14515 S. VETERANS DRIVE
SOMERTON, AZ 85350
928-627-2102

BANK OF AMERICA
6401 N. CAMPBELL AVENUE
TUCSON, AZ 85718
ACH R/T 122101706
91-170/1221

106170
106170

****Three Hundred and 00/100 Dollars

DATE
9/20/2017

AMOUNT
$300.00

PAY
TO THE ORDER OF
CITY OF SAN LUIS (PARK & REC.)
PO BOX 1170
SAN LUIS, AZ 85349

VOID AFTER 90 DAYS

Paul Soto
AUTHORIZED SIGNATURE

⑈106170⑈ ⑆122101706⑆ 235⑈253864⑈

The Cocopah Indian Tribe
14515 S. Veterans Drive
Somerton, Arizona 85350

Sept. 21, 2017

City of San Luis
Parks & Recreation Department
Attn. Louie Galaviz
P.O. Box 1170
San Luis, AZ 85349

Subject: **Sponsorship Recipient**

Dear Mr. Galaviz,

The Cocopah Tribal Council recently reviewed your donation request and would like to sponsor the city's 2017 Mexico Baseball Fiesta.

Please find enclosed a check in the amount of $300.00 for this effort.

We like to keep records of how our contributions are making a positive impact in the community so we ask that you please keep us updated on news about your organization.

Best Regards,

Rosa J. Long
Councilwoman/Secretary Treasurer
Cocopah Indian Tribe

Cc: Jonathan Athens, Cocopah Director of Communications, (928) 627-2102.

RIO COLORADO DEVELOPMENT
COMPANY, L. L. C.
390 N. CESAR CHAVEZ ST
SAN LUIS, AZ 85349

WELLS FARGO BANK, N.A.
www.wellsfargo.com
91-527/1221

1316

8/17/2017

PAY TO THE ORDER OF City of San Luis Parks and Recreation $ **150.00

One Hundred Fifty and 00/100********** DOLLARS

City of San Luis Parks and Recreation
PO Box 3720
San Luis, AZ 85349

MEMO

AUTHORIZED SIGNATURE

⑈000001316⑈ ⑆122105278⑆ 927261666 6⑈

Details on Back. Security Features Included

RIO COLORADO DEVELOPMENT COMPANY, L. L. C.

1316

City of San Luis Parks and Recreation

8/17/2017

Date	Type	Reference	Original Amt.	Balance Due	Discount	Payment
8/1/2017	Bill		150.00	150.00		150.00
					Check Amount	150.00

30 AUG '17 AM9:00

Wells Fargo 6666 150.00

COMITE DE BIEN ESTAR, INC.

29577

Payee City of San Luis Parks and Recreation

29577

Vendor ID Account #:

8/11/2017

Description	Amount
Sponsorship for Safety Event	$250.00

RECVD
90 AUG '17 AM9:55

29577

COMITE DE BIEN ESTAR, INC.
963 EAST B STREET
P.O. BOX 7170
SAN LUIS, AZ 85349

CHASE for BUSINESS
JPMorgan Chase Bank, N.A.
www.Chase.com

EZShield™ Check Fraud Protection for Business

29577

91-2/1221

****Two Hundred Fifty and 00/100 Dollars

DATE	AMOUNT
8/11/2017	$250.00

PAY
TO THE
ORDER
OF City of San Luis Parks and Recreation

VOID AFTER 90 DAYS

AUTHORIZED SIGNATURE

Security features. Details on back.

⑈029577⑈ ⑆122100241⑆ 021448875⑈

YUMA INSURANCE, INC.
2691 4th Avenue • P.O. Box 5713 • Yuma, Arizona 85366-5713
(928) 344-3500

THE FOOTHILLS BANK
YUMA, ARIZONA
91-563/1221

003683

PAY THREE HUNDRED DOLLARS and 00 CENTS

TO THE ORDER OF

City of San Luis Parks & Rec

DATE 07/28/2017

AMOUNT $300.00*

VOID AFTER 90 DAYS

AUTHORIZED SIGNATURE

HEAT SENSITIVE COLOR FADES WITH HEAT

9th Annual Safety Event

⑈003683⑈ ⑆122105634⑆ ⑈00699100 10⑈

YUMA INSURANCE, INC.

003683

RECVD

30 AUG '17 AM9:55

T P FARMS, INC.
GENERAL ACCOUNT
P O BOX 3230
SOMERTON, AZ 85350
PH 928-627-1803 OR 928-920-4930

14639
91-527/1221 6148

DATE 08/18/17

PAY TO THE ORDER OF CITY OF SAN LUIS PARKS & RECREATION $ 1,200 00

ONE-THOUSAND-TWO-HUNDRED-00/100 DOLLARS

Photo Safe Deposit® Details on back

WELLS FARGO Wells Fargo Bank, N.A. Arizona wellsfargo.com

FOR

⑈00000 14639⑈ ⑆122105278⑆ 0808796 14⑈

30 AUG '17 AM9:00
RECVD

THIS DOCUMENT WAS PRINTED ON PAPER CONTAINING ULTRAVIOLET FIBERS AND A WATERMARK

R.L. JONES
CUSTOMHOUSE BROKERS, INC.
P.O. BOX 7350 • PHONE (928) 627-8893
444 N. CESAR CHAVEZ ST.
SAN LUIS, ARIZONA 85349
FAX (928) 627-2532

1ST BANK YUMA
645 NORTH FIRST AVENUE
SAN LUIS, AZ 85349

91-580/1221
05

008253

8/31/2017

PAY TO THE ORDER OF CITY OF SAN LUIS PARK AND RECREATION $ **200.00

Two Hundred and 00/100********** DOLLARS

CITY OF SAN LUIS PARK AND RECREATION
P.O. BOX 3720
SAN LUIS AZ. 85349

R.L. JONES CUSTOMHOUSE BROKERS, INC.

MEMO 9TH ANNUAL SAFETY EVENT

⑈008253⑈ ⑆122105906⑆053000053⑧⑈

SAN LUIS INTERNATIONAL FREIGHT SERVICES, L.L.C.

P.O. BOX 2029 • 463 N. CESAR CHAVEZ ST.
SAN LUIS, ARIZONA 85349
TELEPHONE (928) 627-1855
FAX (928) 627-1856

1ST BANK YUMA
645 NORTH FIRST AVENUE
SAN LUIS, AZ 85349

91-590/1221
05

008554

8/11/2017

PAY TO THE ORDER OF CITY OF SAN LUIS PARKS AND RECREATION **$250.00

Two Hundred Fifty and 00/100********** DOLLARS

CITY OF SAN LUIS PARKS AND RECREATION

SAN LUIS INTERNATIONAL FREIGHT SERVICES, L.L.C.

MEMO ~~CONTRIBUTION SAFETY EVENT~~

⑈008554⑈ ⑆122105906⑆0153000033⑈

HOLD TO LIGHT TO VIEW WATERMARK IN PAPER. HEAT SENSITIVE RED IMAGE DISAPPEARS WITH HEAT. DETECTION AREA REVEALS A LOCK WHEN TESTED

CATHY NUETZI INSURANCE AGENCY, INC.
CATHERINE E. NUETZI, INSURANCE AGENT
GENERAL ACCOUNT
2896 S. AVENUE B, SUITE B
YUMA, AZ 85364
(928) 344-9442

4248

91-532/1221

DATE 08-18-17

PAY TO THE ORDER OF City of San Luis Parks & Recreation $ 400 00/100

Four Hundred dollars exe DOLLARS

Details on back. Security Features

NATIONAL BANK OF ARIZONA
WWW.NBARIZONA.COM | 800.497.8168

FOR City of San Luis
Annual Safety Event + Sponsor

Catherine E. Nuetzi

⑈00004248⑈ ⑆122105320⑆ 047000558 6⑈

GREEN SECURE LINK CHAIN AND GREEN DIAMOND DISAPPEAR WHEN COPIED. HEAT SENSITIVE RED LOCK DISAPPEARS WHEN HEATED.

A AND F HOME BUILDERS, LLC
P.O. BOX 3402
SAN LUIS, AZ 85349
(928) 920-8026

5352

91-590/1221

DATE 10-16-17

PAY TO THE ORDER OF City of San Luis $ 500-

five hundred 00/100 DOLLARS

1st BANK YUMA
www.1stbankyuma.com • 1-866-384-3226

FOR ASV. Genesis

⑈005352⑈ ⑆122105906⑆050000591 4⑈

Details on back

Security Features

Sponsorship Commitment

October 31st, 2017

Starting at 5:00 PM

Joe Orduño Park

RECVD
17 OCT '17 PM6:56

Sponsorship Information:

(Please print your business/organization/personal name as you would like for it to appear in our event promotional material. If your business/agency logo will be included, please send your high resolution image to jmeza@cityofsanluis.org.)

Sponsor Name (Company, business, agency, etc.): A and F Home Builders LLC

Contact Name: Guillermina Title: member

Business Address: 708 N. Archibald St

Phone: 928 920 8026 Email: afhomebuilders@gmail.com

Level of Sponsorship Selected:

- ☐ GOLD ($1,500.00)
- ☐ SILVER ($1,000.00)
- ☒ BRONZE ($500.00)
- ☐ Altar Contest ($300.00)
- ☐ Face-Painting Contest ($300.00)
- ☐ Catrinas-Contest ($300.00)

Our pledge of $_____ will be completed by _____.

Please make all checks payable to:

City of San Luis
Parks & Recreation Department
P.O BOX 1170
San Luis, AZ 85349

Please contact Parks & Recreation Asst. Director, Jesus A. Meza, for any questions or concerns at (928) 341-8538 or jmeza@ciytofsanluis.org

SUSHI ROCK
1233 N MAIN STREET
SAN LUIS, AZ 85349

1047

91-527/1221 2086
3942979505

10-29-2017
Date

Pay to the Order of City of San Luis $ 500.00

five hundred and 00/100 Dollars

Photo Safe Deposit™ Details on back

WELLS FARGO Wells Fargo Bank, N.A. Arizona wellsfargo.com

For Five hundred Dollars and 00 cents

⑆122105278⑆ 3942979505⑈ 01047

ın Luis
1170
ın Street
ona 85349

Day of the Dead Spooktacular
Festival Sponsorship

RECVD
30 OCT '17 PM2:51

SUPER C FUEL LLC
1645 JUAN SANCHEZ BLVD.
SAN LUIS, AZ 85349

3238

91-2/1221

DATE 10-17-17

PAY TO THE ORDER OF City of San Luis $ 500.00

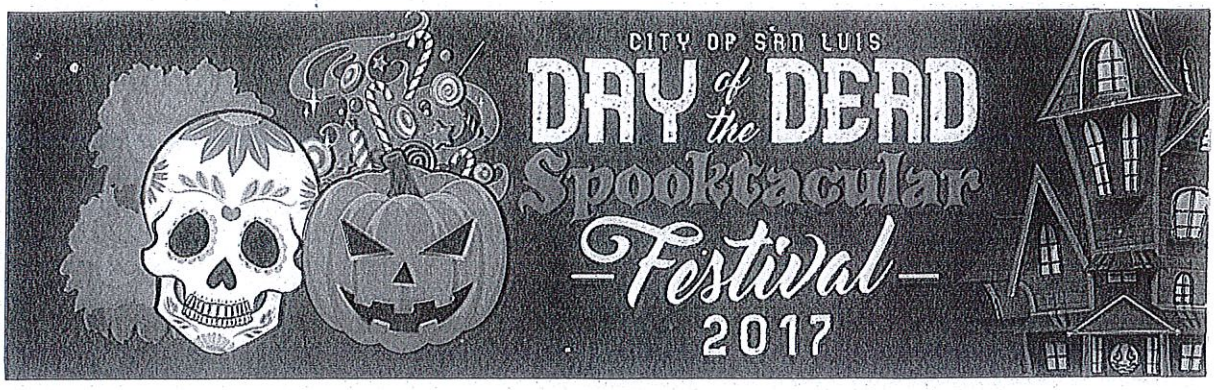
Five hundred and 00/100 DOLLARS

Security Features Details on Back.

JPMorgan Chase Bank, N.A

FOR City of San Luis Day of the Dead Sponsorship Super C

⑈003238⑈ ⑆122100241⑆ 806096512⑈



Sponsorship Commitment

October 31st, 2017

Starting at 5:00 PM

Joe Orduño Park

RECVD

17 OCT 17 PM6:56

Sponsorship Information:

(Please print your business/organization/personal name as you would like for it to appear in our event promotional material. If your business/agency logo will be included, please send your high resolution image to jmeza@cityofsanluis.org.)

Sponsor Name (Company, business, agency, etc.): Super C

Contact Name: Parwiz Mohamad-Rahim Title: Manager

Business Address: 1645 Juan Sanchez Blvd

Phone: 623-742-8697 Email: parwiz@cox.net

Level of Sponsorship Selected:

- ☐ GOLD ($1,500.00)
- ☐ SILVER ($1,000.00)
- ☐ BRONZE ($500.00)
- ☐ Altar Contest ($300.00)
- ☐ Face-Painting Contest ($300.00)
- ☐ Catrinas-Contest ($300.00)

NO Booth

Our pledge of $ 500.00 will be completed by _____.

Please make all checks payable to:

City of San Luis

Parks & Recreation Department

P.O BOX 1170

San Luis, AZ 85349

Please contact Parks & Recreation Asst. Director, Jesus A. Meza, for any questions or concerns at (928) 341-8538 or jmeza@ciytofsanluis.org

VEGA & VEGA ENGINEERING, P.L.C.
1846 S. 8TH AVE.
YUMA, AZ 85364
928-329-0000

WASHINGTON FEDERAL
800 324-9345
washingtonfederal.com

13069

19-7098/3250
1204

CHECK ARMOR FRAUD PROTECTION

10/18/2017

PAY TO THE ORDER OF CITY OF SAN LUIS- $ **500.00

Five Hundred and 00/100********** DOLLARS

CITY OF SAN LUIS
PARKS & RECREATION DEPT.
P.O. BOX 1170
SAN LUIS, AZ. 85349

MEMO

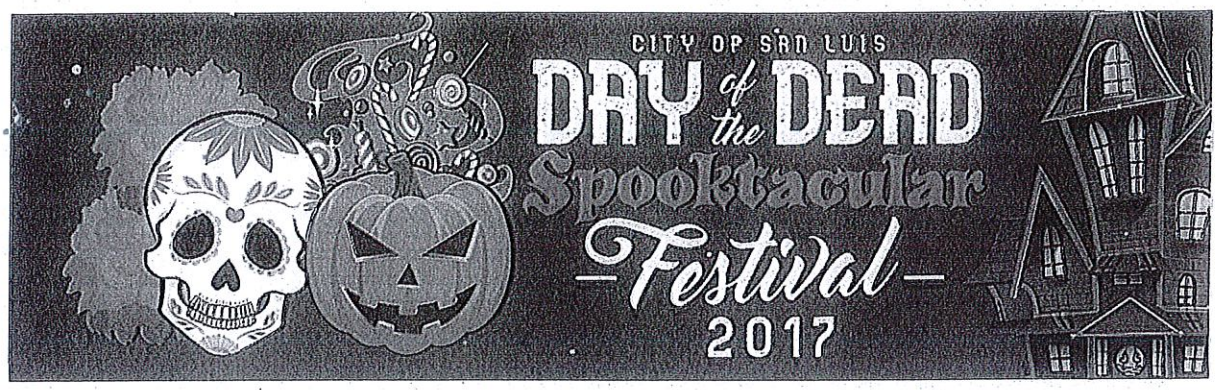
AUTHORIZED SIGNATURE

AP

Photo Safe Deposit®

Details on Back.

⑈013069⑈ ⑆325070980⑆ 20470415671⑈



RECVD
18 OCT '17 PM6:18

Sponsorship Commitment

October 31st, 2017

Starting at 5:00 PM

Joe Orduño Park

Sponsorship Information:

(Please print your business/organization/personal name as you would like for it to appear in our event promotional material. If your business/agency logo will be included, please send your high resolution image to jmeza@cityofsanluis.org.)

Sponsor Name (Company, business, agency, etc.): VEGA AND VEGA ENGINEERING, PLC

Contact Name: VIANEY R. VEGA Title: PRESIDENT

Business Address: 1846 S. 8TH. AVENUE, YUMA, AZ 85364

Phone: 928-785-2332 Email: VIANEY@VEGANVEGA.COM

Level of Sponsorship Selected:

- ☐ GOLD ($1,500.00)
- ☐ SILVER ($1,000.00)
- ☑ BRONZE ($500.00)
- ☐ Altar Contest ($300.00)
- ☐ Face-Painting Contest ($300.00)
- ☐ Catrinas-Contest ($300.00)

* NO Booth

Our pledge of $ 500.00 will be completed by 10/16/17 (CHECK # 13069).

Please make all checks payable to:

City of San Luis

Parks & Recreation Department

P.O BOX 1170

San Luis, AZ 85349

Please contact Parks & Recreation Asst. Director, Jesus A. Meza, for any questions or concerns at (928) 341-8538 or jmeza@ciytofsanluis.org

1698

ORTIZ HARVESTING, INC.
Accounts Payable
P.O. Box 158
Gadsden, AZ 85336
(928) 627-1320

DATE 10/18/17 91-527/1221

PAY TO THE ORDER OF City of San Luis $ 250 —

Two hundred fifty and —/100 DOLLARS

Security Features Included. Details on Back.

Wells Fargo Bank, N.A.
Tucson, AZ 85710

FOR _____

MP

⑈001698⑈ ⑆122105278⑆ 1656226204⑈

29936

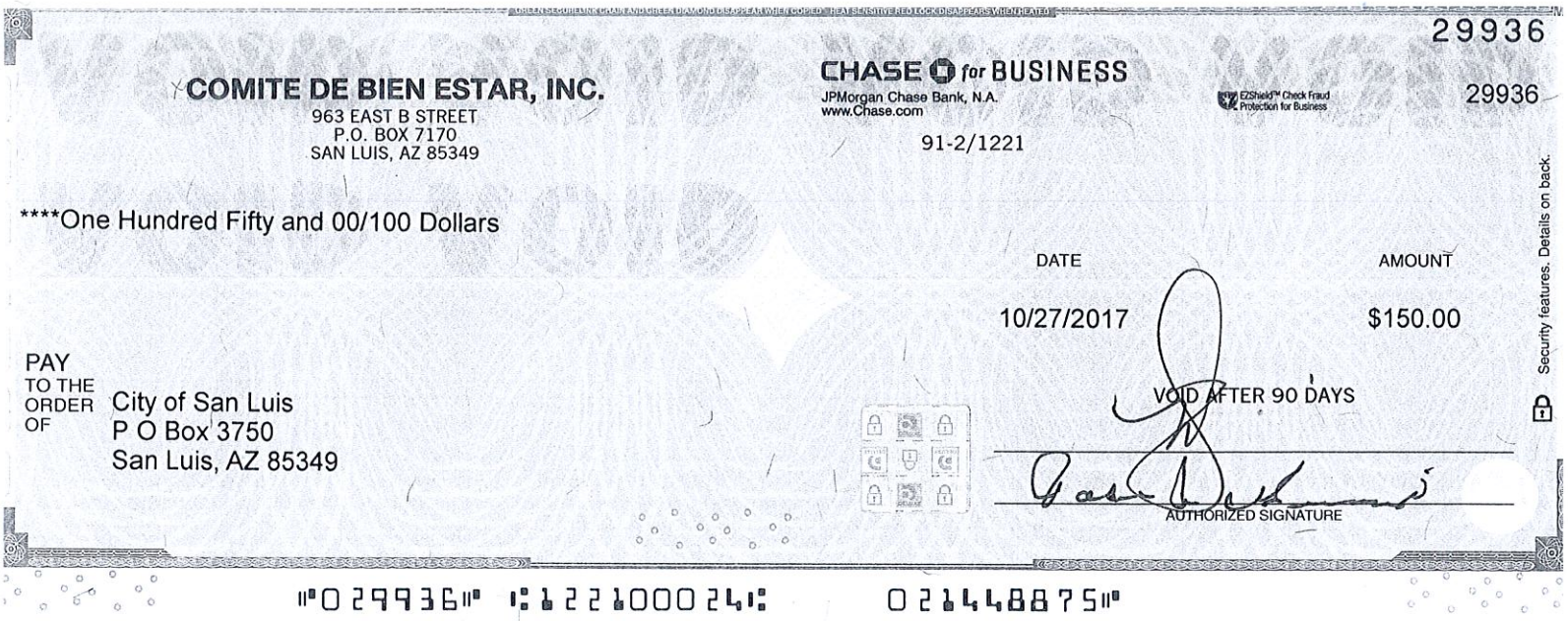
COMITE DE BIEN ESTAR, INC.

Payee City of San Luis
Vendor ID City of San Luis

Account #: Building Permit

29936
10/27/2017

Description	Amount
Donation for Day of the Dead Festival 2017	$150.00



29936

COMITE DE BIEN ESTAR, INC.
963 EAST B STREET
P.O. BOX 7170
SAN LUIS, AZ 85349

CHASE for BUSINESS
JPMorgan Chase Bank, N.A.
www.Chase.com

91-2/1221

EZShield™ Check Fraud Protection for Business

29936

Security features. Details on back.

****One Hundred Fifty and 00/100 Dollars

DATE 10/27/2017

AMOUNT $150.00

PAY TO THE ORDER OF
City of San Luis
P O Box 3750
San Luis, AZ 85349

VOID AFTER 90 DAYS

AUTHORIZED SIGNATURE

⑈029936⑈ ⑆122100024⑆ 021448875⑈

The Growers Company Inc.

Vendor: CITY OF SAN LUIS **ID:** CSL01

Invoice No.	Invoice Date	Description	P.O. No.	Voucher Amt	Discount Amt	Pay Amount
171004	10/04/17	DONATION		200.00	.00	200.00

Check No.: 57628	Check Date: 10/04/17	Currency: USD	Totals:	200.00	.00	200.00

CHEMICALLY REACTIVE PAPER. THE BACK OF THIS DOCUMENT INCLUDES A TAMPER EVIDENT CHEMICAL WASH WARNING BOX

THE GROWERS COMPANY, INC.
GENERAL ACCOUNT
P. O. BOX 3170
SOMERTON, AZ 85350
PHONE (928) 627-8080

WELLS FARGO

11-24
1210(8)

No. 057628

Pay Two Hundred Dollars and 00 Cents USD

DATE	CHECK NO.	CHECK AMOUNT
10/04/17	57628	200.00

PAY TO THE ORDER OF
CITY OF SAN LUIS
PARKS AND RECREATION
P.O. BOX 3720
SAN LUIS AZ 85349

VOID AFTER 90 DAYS

AUTHORIZED SIGNATURE

HEAT SENSITIVE COLOR FADES WITH HEAT

⑈057628⑈ ⑆121000248⑆ 4159 515378⑈

Safety Event

AGENDA ITEM REVIEW FORM

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

Meeting Date: 01/10/2018

Department Head: Jose A. Guzman, Acting Director of Planning & Zoning, Planning & Zoning Department

Submitted By: Jose A. Guzman, Acting Director of Planning & Zoning, Planning & Zoning Department

Action Requested: Motion
Resolution

ITEM:

Discussion and possible action on any and all matters regarding Resolution No. 2021. A resolution of the Mayor and City Council of the City of San Luis, Arizona, creating a street lighting improvement district and 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 San Luis Port Subdivision, Yuma County, Arizona. **(Jose Guzman, Acting Director of Planning & Zoning)**

SUMMARY:

This item is routine because it is required for every subdivision under the subdivision regulations of the City of San Luis. This resolution creates a Street Lighting Improvement District which is required for approved subdivisions. The city has received a petition to form a Street Lighting Improvement District for San Luis Port Subdivision. This is the resolution to create that district.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO APPROVE RESOLUTION NO. 2021

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):

N/A

OFFICE OF THE
MAYOR
CITY OF SAN LUIS

Resolution

NO. 2021

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF SAN LUIS, ARIZONA, CREATING A STREET LIGHTING IMPROVEMENT DISTRICT AND 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 SAN LUIS PORT SUBDIVISION, YUMA COUNTY, ARIZONA.

WHEREAS, a petition for the street lighting improvement district has been presented by all of the real property owners of record for the real property described as San Luis Port Subdivision, Yuma County, Arizona.

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

Section 1: The City of San Luis hereby creates a street lighting improvement district to be tentatively known as San Luis Port Street Lighting Improvement District for the area described as San Luis Port Subdivision, Yuma County, Arizona, and as further shown on Exhibit "A" attached hereto.

Section 2: That the public interest and convenience require, and it is the intention of the governing body of the City of San Luis to order the purchase of electricity which includes a charge for the maintenance and use of the lighting facilities. That the maintenance and purchase of electricity is of more than local or ordinary public benefit, and the cost is hereby made chargeable upon the District, and the District benefited by said streetlights is legally described as set forth in Section 1 hereinabove.

Section 3: That the cost of the electricity shall be the established rate of Arizona Public Service for street lighting service.

Section 4: That the lighting of the streets in the area described shall be in accordance with the lighting location plan hereby approved and adopted by the City Council of the City of San Luis, Arizona, and on file in the office of the City Engineer, tentatively known as San Luis Port Street Lighting Improvement District.

Section 5: In no event will the City of San Luis or any officer thereof be liable for any portion of the cost of supplying electricity to said Improvement District, nor for any delinquency of persons or property assessed, unless the assessment for district purposes against the property within such district exceeds the maximum contained in A.R.S. § 48-616.D, in which event the City of San Luis shall be liable for the cost of supplying electricity in excess of said statutory maximums.

Section 6: The City Council shall make an annual statement of the expenses relative to the District which shall be provided for by the levy and collection of the ad valorem taxes of the assessed value of all property, real and personal, in the District as provided in Title 48 of the Arizona Revised Statutes, which taxes shall be collected in the amount shown by the statement adopted by the City Council.

PASSED, ADOPTED and APPROVED by the Mayor and City Council of the City of San Luis, Arizona, this_____ day of _____, 2018.

_____
Gerardo Sanchez, Mayor

ATTEST:

_____
Sonia Cornelio, City Clerk

APPROVED AS TO FORM:

_____
Kay Marion Macuil, City Attorney

PETITION, WAIVER AND CONSENT TO FORMATION
OF A STREET LIGHTING IMPROVEMENT DISTRICT
BY THE CITY OF SAN LUIS NEW SUBDIVISION, SAN LUIS PORT
(OWNER: SAN LUIS PORT L.L.C.)

To: **Honorable Mayor and City Council**
City of San Luis, Arizona

Pursuant to Arizona Revised Statutes, Section 48-571 to 48-617, as amended , and specifically A.R.S. §48-572(A)(7), §48-616 and §48-617 the undersigned property owner respectfully petitions the City Council of the City of San Luis, Arizona (City Council) to order the formation of Street Lighting Improvement District under Arizona Revised Statutes, Title 48 Chapter 4, Article 2. In support of this petition, the undersigned agrees to waive certain rights under the Arizona Improvement District Law and to consent to the formation and completion of the District.

1. Area of District. The proposed district is described by a map and by a legal description of Exhibit "A" which is attached hereto and incorporated herein by reference. The proposed district consists of approximately 228 acres and is entirely within the corporate boundaries of the City of San Luis.

2. Ownership. The undersigned (is) (are) the sole owner(s) of the real property within the proposed district.

3. Purpose. The district is proposed to be formed for the purpose of the installation of light poles and luminaries together with purchasing the electricity for lighting of public streets within San Luis Port Subdivision.

4. Public Convenience and Necessity. The necessity for the proposed district is for the installation of light poles and luminaries with purchasing the electricity for lighting public streets within the proposed district by the levying of special assessments in the proposed district.

5. Wavier and Consent. The petitioners with full knowledge of their rights being waived hereunder, hereby expressly waive.

    (a) Any and all irregularities, illegalities or deficiencies which may exist in adoption of Resolution Ordering the work;

    (b) Any necessity for publication and posting of the Resolution of Intention and the Note of Proposed Improvements;

    (c) All protest rights, whatsoever under A.R.S. §48-579 (A) and (B), which provide for protests against the work; and

(d) All objections to the filing of and adoption by the City of the plans and specifications, the Engineer's estimate and the Assessment Diagram, all of which provide for the completion of the District.

Further the improvements described above are of more than local or ordinary public benefit.

In Witness whereof the parties have executed this petition and waiver agreement as of the 19th day of December 2017.

PROPERTY OWNER NAME, ADDRESS AND SIGNATURE	DATE	PROPERTY (Tax Parcel Nos.)
SAN LUIS PORT L.L.C. 833 E. Plaza Circle, Suite 200 Yuma, Arizona 85365 By: Stephen P. Shadle Stephen P. Shadle, Manager		**APN 227-11-004** **APN 227-11-005**

Accepted and approved by:

CITY OF SAN LUIS, ARIZONA an ARIZONA MUNICIPAL CORPORATION

By_____
Gerardo Sanchez, Mayor

ATTEST:

_____
Sonia Cornelio, City Clerk

APPROVED AS TO FORM:

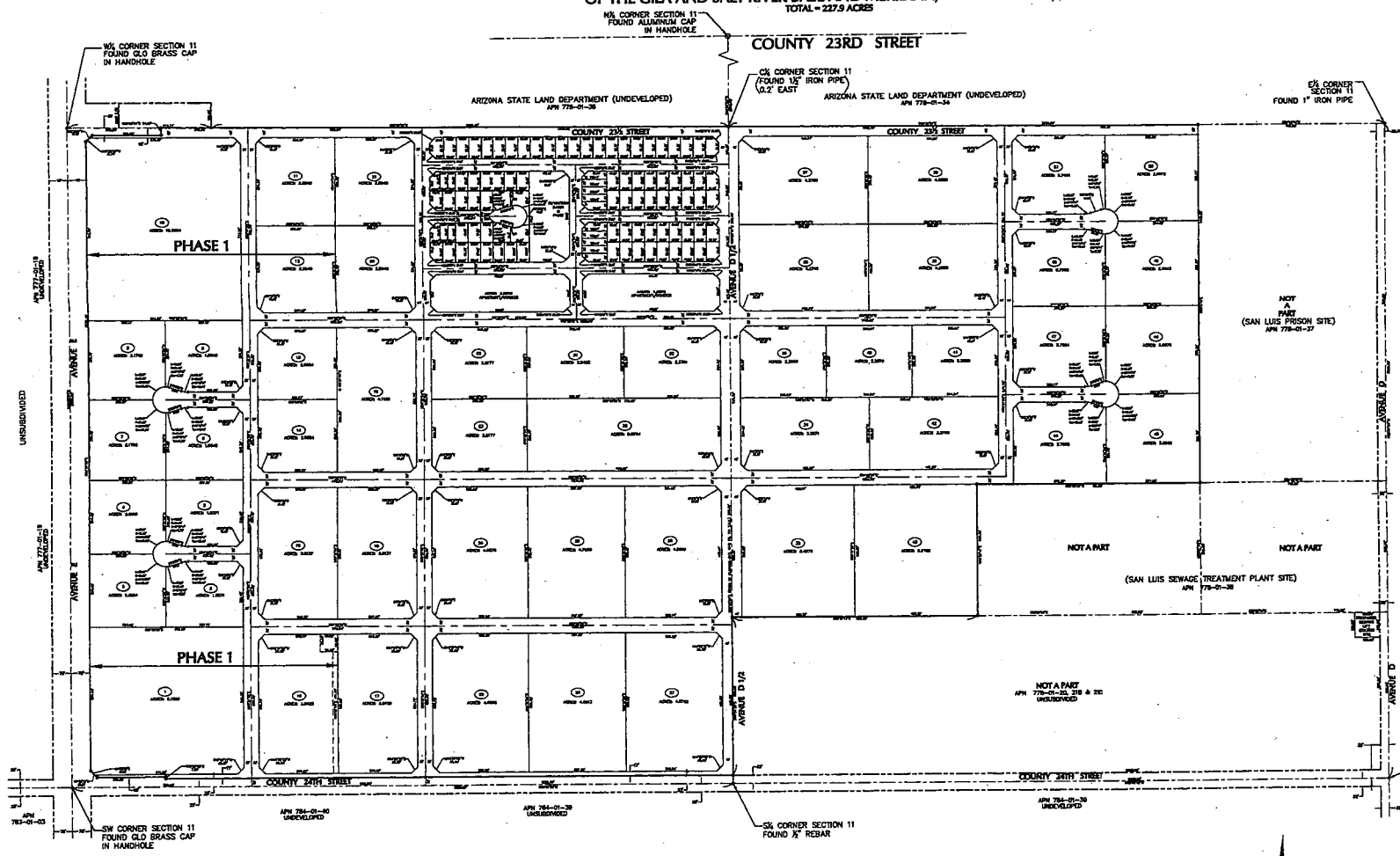
_____
Kay Marion Macuil, City Attorney

PRELIMINARY PLAT

SAN LUIS PORT SUBDIVISION

A SUBDIVISION OF A PORTION OF THE SOUTH HALF OF SECTION 11, TOWNSHIP 11 SOUTH, RANGE 24 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, YUMA COUNTY, ARIZONA

TOTAL = 227.9 ACRES



LEGAL DESCRIPTION

The South half of Section 11, Township 11 South, Range 24 West of the Gila and Salt River Base and Meridian, Yuma County, Arizona;

EXCEPT the East 33 feet; and

EXCEPT the South 33 feet; and

EXCEPT the West 75 feet; and

EXCEPT BEGINNING at the Southwest corner of the Southeast quarter of Section 11;
Thence North 0 degrees 28 minutes 29 seconds East, a distance of 33 feet along the West line of the Southeast quarter to the TRUE POINT OF BEGINNING;
Thence North 0 degrees 28 minutes 29 seconds East, a distance of 826.65 feet to a point;
Thence South 89 degrees 31 minutes 30 seconds East, a distance of 2808.18 feet to a point;
Thence South 0 degrees 27 minutes 38 seconds West, a distance of 825.94 feet to a point;
Thence North 89 degrees 32 minutes 25 seconds West, a distance of 2805.98 feet to the TRUE POINT OF BEGINNING; and

EXCEPT beginning at the center quarter corner of Section 11, at a found iron pin;
Thence South 89 degrees 56 minutes 51 seconds East along the East–West Mid Section line of Section 11, a distance of 1685.25 feet to the TRUE POINT OF BEGINNING;
Thence South 89 degrees 56 minutes 51 seconds East continuing along the East–West Mid Section line of Section 11, a distance of 751.25 feet to a found 1" pipe, said pipe being the East quarter corner of Section 11;
Thence South 00 degrees 01 minutes 00 seconds East, a distance of 1449.58 feet to a set iron pin & cap (R.L.S. #18528);
Thence North 89 degrees 56 minutes 51 seconds West, a distance of 751.25 feet to a point for corner;
Thence North 00 degrees 01 minutes 00 seconds West, a distance of 1449.58 feet to the TRUE POINT OF BEGINNING; and

EXCEPT beginning at the C¼ corner of said Section 11;
Thence South 89 degrees 56 minutes 51 seconds East along the East–West Mid Section line of Section 11, a distance of 986.72 feet to a point;
Thence South 00 degrees 01 minutes 00 seconds East a distance of 1449.58 feet to the TRUE POINT OF BEGINNING;
Thence South 89 degrees 56 minutes 51 seconds East a distance of 1852.78 feet to a point on the East line of said Section 11;
Thence South 00 degrees 01 minutes 00 seconds East along the East line of said Section 11, a distance of 528.11 feet to a point;
Thence South 89 degrees 59 minutes 00 seconds West a distance of 1852.78 feet to a point;
Thence North 00 degrees 01 minutes 00 seconds West a distance of 528.10 feet to the TRUE POINT OF BEGINNING.

PRELIMINARY PLAN
NOT FOR CONSTRUCTION

OWNER/SUBDIVIDER

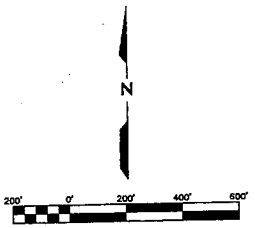
SAN LUIS PORT L.L.C., AN
ARIZONA LIMITED LIABILITY COMPANY
833 E. PLAZA CIRCLE
YUMA, AZ 85365

PRELIMINARY PLAT PREPARER

NICKLAUS ENGINEERING, INC.
1851 W. 24TH STREET
YUMA, AZ 85364
TIMOTHY V. EISENMANN – CIVIL ENGINEER/LAND SURVEYOR

LEGEND

- o — FOUND SURVEY MONUMENT AS NOTED
- ——— EXISTING SECTIONAL LINE/PROPOSED CENTERLINE
- ——— EXISTING SUBDIVISION BOUNDARY LINE
- ——— EXISTING RIGHT OF WAY LINE
- ——— NEW LOT LINE
- (1) — NEW LOT NUMBER



SAN LUIS PORT SUBDIVISION

MASTER SUBDIVISION PLAN OF A PORTION OF THE S½ OF SECTION 11, T.11S., R.24W., YUMA COUNTY, ARIZONA

SCALE:	AS SHOWN
DATE:	DEC., 2010
DES. BY:	T.V.E.
DRAWN BY:	R.N.
SURVEYED BY:	R.S.
JOB. No.:	010-01.35
FILE No.:	V-B-40

Nicklaus Engineering Inc.
1851 West 24th Street P.O. Box 5029
YUMA, ARIZONA 85364 (928)344-8374
Email: nei@nelcre.com

SHEET 1 OF 17

AGENDA ITEM REVIEW FORM

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

Meeting Date: 01/10/2018

Department Head: Jose A. Guzman, Acting Director of Planning & Zoning, Planning & Zoning Department

Submitted By: Jose A. Guzman, Acting Director of Planning & Zoning, Planning & Zoning Department

Action Requested: Motion
Resolution

ITEM:

Discussion and possible action on any and all matters regarding Resolution No. 2022. A resolution of the Mayor and City Council of the City of San Luis, Arizona, creating an enhanced municipal services improvement district and declaring its intention to provide the enhanced municipal services of operating and maintaining certain retention basins within the area described as San Luis Port Subdivision, Yuma County, Arizona. **(Jose Guzman, Acting Director of Planning & Zoning)**

SUMMARY:

This item is routine because it is required for every subdivision as a requirement of the subdivision regulations of the City of San Luis, an Enhanced Municipal Services Improvement District is required for approved subdivisions. The City has received a petition to form an Enhanced Municipal Services Improvement District for San Luis Port Subdivision. This is the resolution to create that district.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO APPROVE RESOLUTION NO. 2022.

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):

N/A

Attachments

OFFICE OF THE
MAYOR
CITY OF SAN LUIS

Resolution

NO. 2022

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF SAN LUIS, ARIZONA, CREATING AN ENHANCED MUNICIPAL SERVICES IMPROVEMENT DISTRICT AND DECLARING ITS INTENTION TO PROVIDE THE ENHANCED MUNICIPAL SERVICES OF OPERATING AND MAINTAINING CERTAIN RETENTION BASINS WITHIN THE AREA DESCRIBED AS SAN LUIS PORT SUBDIVISION, YUMA COUNTY, ARIZONA.

WHEREAS, a petition for enhanced municipal services has been presented by all of the real property owners of record for the real property described as San Luis Port Subdivision, Yuma County, Arizona.

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

Section 1: The City of San Luis hereby creates an enhanced municipal services district to be tentatively known as San Luis Port Municipal Services Improvement District for the area described as San Luis Port Subdivision, City of San Luis, Yuma County, Arizona, and as further shown on the subdivision plat or plats of record for San Luis Port Subdivision with the Office of Public Works Director and the Office of City Engineer of the City of San Luis, Arizona. The legal description for the district is as follows:

See exhibit A attached hereto.

Section 2: That the public interest and convenience requires, and it is the intention of the governing body of the City of San Luis to provide, for the enhance municipal services of the operation and maintenance of retention basins described as San Luis Port Subdivision, City of San Luis, Yuma County, Arizona.

Section 3: That the operation and maintenance of said retention basins shall be in accordance with the plan showing location, type and character of the enhanced municipal services, as well as duplicate diagrams of the property contained within the improvement district which is hereby approved and adopted by the City Council of the City of San Luis, Arizona, and on file in the office of the City Engineer, tentatively known as San Luis Port Municipal Services Improvement District.

Section 4: That all lots within the Improvement District will benefit by the enhanced municipal services of the operation and maintenance of said retention basins at a higher level or greater degree than provided in the remainder of the City of San Luis that is not included in the Improvement District.

Section 5: That the City Council shall make an annual statement and/or statements of the expenses relative to the District for the operation and maintenance of said retention basins which shall be provided by the levy and collection of the ad valorem taxes of the assessed value of all property, real and personal, in the District as provided in title 48 of the Arizona Revised Statutes, which taxes shall be collected in the amount shown by the statement adopted by the City Council.

PASSED AND ADOPTED by the Mayor and City Council of the City of San Luis, Arizona, this_____ day of _____, 2018.

_____
Gerardo Sanchez, Mayor

ATTEST:

_____
Sonia Cornelio, City Clerk

APPROVED AS TO FORM:

_____
Kay Marion Macuil, City Attorney

PETITION, WAIVER AND CONSENT TO FORMATION
OF AN ENHANCED MUNICIPAL SERVICES IMPROVEMENT DISTRICT
BY THE CITY OF SAN LUIS FOR THE NEW SUBDIVSION,
SAN LUIS PORT
(OWNER: SAN LUIS PORT L.L.C.)

To: **Honorable Mayor and City Council**
City of San Luis, Arizona

Pursuant to Arizona Revised Statutes, Section 48-571 to 48-617, as amended , and specifically A.R.S. §48-575 and §48-576 the undersigned property owner respectfully petitions the City Council of the City of San Luis, Arizona (City Council) to order the formation of an Enhancement Municipal Service District under Arizona Revised Statutes, Title 48 Chapter 4, Article 2. In support of this petition, the undersigned agrees to waive certain rights under the Arizona Improvement District Law and to consent to the formation and completion of the District.

1. Area of District. The proposed district is described by a map and by a legal description of Exhibit "A" which is attached hereto and incorporated herein by reference. The proposed district consists of approximately 228 acres and is entirely within the corporate boundaries of the City of San Luis.

2. Ownership. The undersigned (is) (are) the sole owner(s) of the real property within the proposed district.

3. Purpose. The district is proposed to be formed for the purpose of the operation, maintenance, repair and improvements of retention basins described by the City of San Luis.

4. Public Convenience and Necessity. The necessity for the proposed district is for the operation, maintenance, repair and improvements of retention basins within the proposed district by the levying of special assessments in the proposed district.

5. Waiver and Consent. The petitioners with full knowledge of their rights being waived hereunder, hereby expressly waive;

   (a) Any and all irregularities, illegalities or deficiencies which may exist in adoption of Resolution Ordering the work;

   (b) Any necessity for publication and posting of the Resolution of Intention and the Note of Proposed Improvements;

   (c) All protest rights, whatsoever under A.R.S. §48-579 (A) and (B), which provide for protests against the work; and

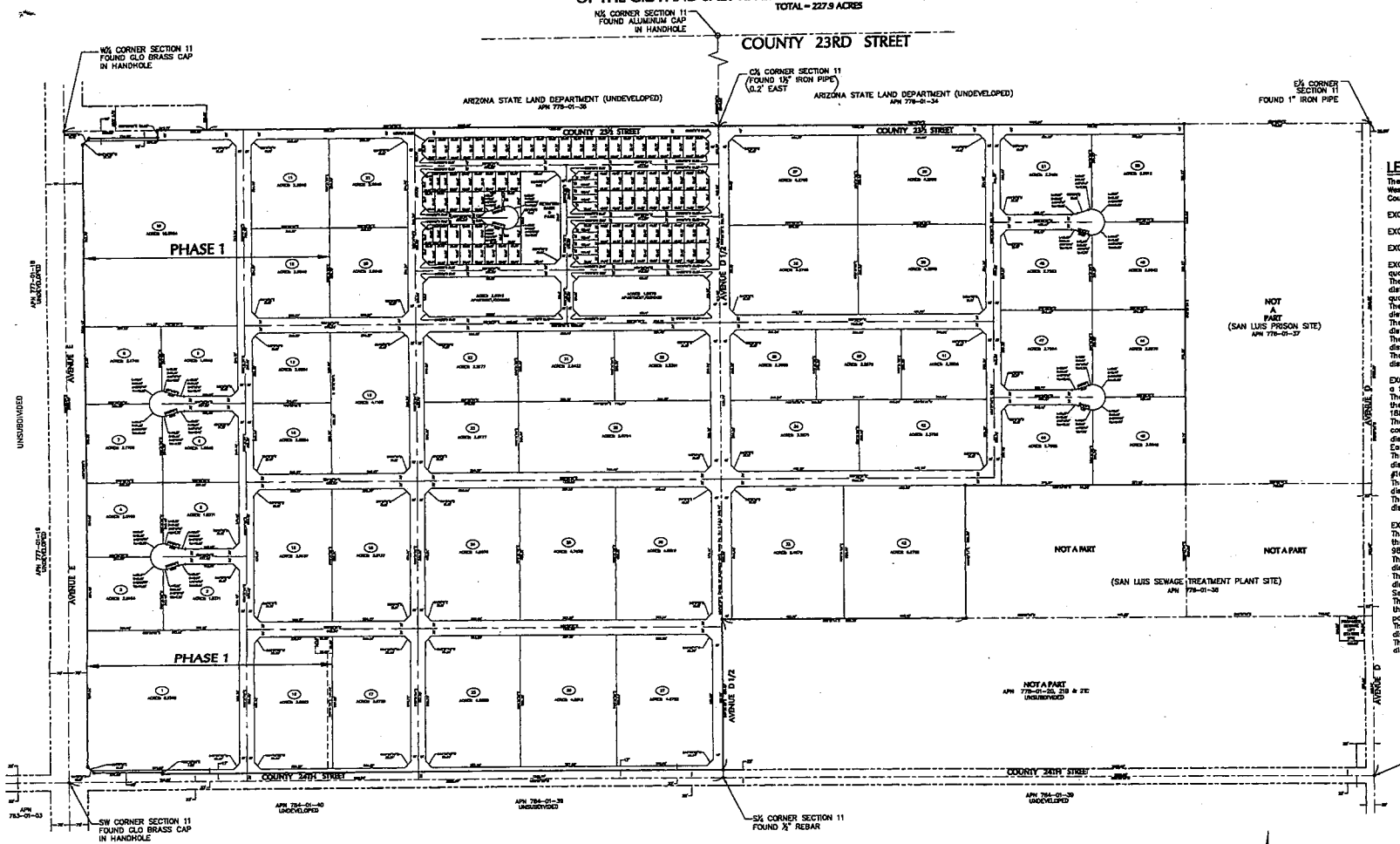
   (d) All objections to the filing of and adoption by the City of the plans and specifications, the Engineer's estimate and the Assessment Diagram, all of which provide for the completion of the District.

PRELIMINARY PLAT

SAN LUIS PORT SUBDIVISION

A SUBDIVISION OF A PORTION OF THE SOUTH HALF OF SECTION 11, TOWNSHIP 11 SOUTH, RANGE 24 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, YUMA COUNTY, ARIZONA

TOTAL = 227.9 ACRES



LEGAL DESCRIPTION

The South half of Section 11, Township 11 South, Range 24 West of the Gila and Salt River Base and Meridian, Yuma County, Arizona;

EXCEPT the East 33 feet; and

EXCEPT the South 33 feet; and

EXCEPT the West 75 feet; and

EXCEPT BEGINNING at the Southwest corner of the Southeast quarter of Section 11;
Thence North 0 degrees 28 minutes 29 seconds East, a distance of 33 feet along the West line of the Southeast quarter to the TRUE POINT OF BEGINNING;
Thence North 0 degrees 28 minutes 29 seconds East, a distance of 828.65 feet to a point;
Thence South 89 degrees 31 minutes 30 seconds East, a distance of 2606.18 feet to a point;
Thence South 0 degrees 27 minutes 36 seconds West, a distance of 825.94 feet to a point;
Thence North 89 degrees 32 minutes 25 seconds West, a distance of 2605.98 feet to the TRUE POINT OF BEGINNING; and

EXCEPT beginning at the center quarter corner of Section 11, at a found iron pin;
Thence South 89 degrees 58 minutes 51 seconds East along the East-West Mid Section line of Section 11, a distance of 1888.25 feet to the TRUE POINT OF BEGINNING;
Thence South 89 degrees 58 minutes 51 seconds East continuing along the East-West Mid Section line of Section 11, a distance of 751.25 feet to a found 1" pipe, said pipe being the East quarter corner of Section 11;
Thence South 00 degrees 01 minutes 00 seconds East, a distance of 1449.58 feet to a set iron pin & cap (R.L.S. #16528);
Thence North 89 degrees 58 minutes 51 seconds West, a distance of 751.25 feet to a point for corner;
Thence North 00 degrees 01 minutes 00 seconds West, a distance of 1449.58 feet to the TRUE POINT OF BEGINNING; and

EXCEPT beginning at the C¼ corner of said Section 11;
Thence South 89 degrees 58 minutes 51 seconds East along the East-West Mid Section line of Section 11, a distance of 986.72 feet to a point;
Thence South 00 degrees 01 minutes 00 seconds East a distance of 1449.58 feet to the TRUE POINT OF BEGINNING;
Thence South 89 degrees 56 minutes 51 seconds East a distance of 1652.78 feet to a point on the East line of said Section 11;
Thence South 00 degrees 01 minutes 00 seconds East along the East line of said Section 11, a distance of 526.11 feet to a point;
Thence South 89 degrees 59 minutes 00 seconds West a distance of 1652.78 feet to a point;
Thence North 00 degrees 01 minutes 00 seconds West a distance of 528.10 feet to the TRUE POINT OF BEGINNING.

PRELIMINARY PLAN
NOT FOR CONSTRUCTION

OWNER/SUBDIVIDER

SAN LUIS PORT L.L.C., AN
ARIZONA LIMITED LIABILITY COMPANY
833 E. PLAZA CIRCLE
YUMA, AZ 85365

PRELIMINARY PLAT PREPARER

NICKLAUS ENGINEERING, INC.
1851 W. 24TH STREET
YUMA, AZ 85364
TIMOTHY V. EISENMANN – CIVIL ENGINEER/LAND SURVEYOR

LEGEND

- O — FOUND SURVEY MONUMENT AS NOTED
- ——— EXISTING SECTIONAL LINE/PROPOSED CENTERLINE
- ——— EXISTING SUBDIVISION BOUNDARY LINE
- ——— EXISTING RIGHT OF WAY LINE
- ——— NEW LOT LINE
- (1) — NEW LOT NUMBER

N

200' 0' 200' 400' 600'

SAN LUIS PORT SUBDIVISION

MASTER SUBDIVISION PLAN OF A PORTION OF THE S½ OF SECTION 11, T.11S., R.24W., YUMA COUNTY, ARIZONA

SCALE:	AS SHOWN
DATE:	DEC. 2010
DES. BY:	T.V.E.
DRAWN BY:	R.N.
SURVEYED BY:	R.S.
JOB. No.:	010-01.35
FILE No.:	VI-8-40

Nicklaus Engineering Inc.
1851 West 24th Street P.O. Box 6029
YUMA, ARIZONA 85364 (928)344-8374
Email: nei@nelaw.com

SHEET 1 OF 17

AGENDA ITEM REVIEW FORM

Regular City Council Meeting **5.G.**

Meeting Date: 01/10/2018

Department Head: Jose A. Guzman, Acting Director of Planning & Zoning, Planning & Zoning Department

Submitted By: Jose A. Guzman, Acting Director of Planning & Zoning, Planning & Zoning Department

Action Requested: Motion
Resolution

ITEM:

Discussion and possible action on any and all matters regarding Resolution No. 2023. 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 San Luis Port Subdivision, Yuma County, Arizona. **(Jose Guzman, Acting Director of Planning & Zoning)**

SUMMARY:

This item is routine because it is a requirement for every subdivision under the Subdivision Regulations of the City of San Luis. Once a resolution creating a Street Lighting District is approved, a resolution authorizing work and approving the implementation of the district is required. This is the resolution implementing that district.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO APPROVE RESOLUTION NO. 2023.

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):

N/A

OFFICE OF THE
MAYOR
CITY OF SAN LUIS

Resolution

NO. 2023

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 SAN LUIS PORT SUBDIVISION, YUMA COUNTY, ARIZONA.

WHEREAS, the Mayor and City Council did pass Resolution of Intention No. 2021 for San Luis Port Street Lighting Improvement District declaring the intention of the City to purchase electricity including a charge for the use of lighting facilities; and

WHEREAS, the cost of lighting is to be assessed on certain district known as San Luis Port Street Lighting Improvement District; and

WHEREAS, the petition for street lighting improvement district which was used to create San Luis Port Street Lighting Improvement District was signed by all of the real property owners within said district and A.R.S § 48-617.A authorizes the immediate jurisdiction to adopt a resolution ordering the improvements, pursuant to the provisions of A.R.S. § 48-581, without the necessity of publication and posting of the resolution of intention provided for in A.R.S § 48-578.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and City Council of the City of San Luis, Arizona, that the City Engineer be empowered and directed to proceed with the improvement of San Luis Port Street Lighting Improvement District.

PASSED AND ADOPTED by the Mayor and City Council of the City of San Luis, Arizona, this_____ day of _____, 2018.

_____
Gerardo Sanchez, Mayor

ATTEST:

_____
Sonia Cornelio, City Clerk

APPROVED AS TO FORM:

_____
Kay Marion Macuil, City Attorney

AGENDA ITEM REVIEW FORM

Regular City Council Meeting **5.H.**

Meeting Date: 01/10/2018

Department Head: Jose A. Guzman, Acting Director of Planning & Zoning, Planning & Zoning Department

Submitted By: Jose A. Guzman, Acting Director of Planning & Zoning, Planning & Zoning Department

Action Requested: Motion
Resolution

ITEM:

Discussion and possible action on any and all matters regarding Resolution No. 2024. 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 San Luis Port Subdivision, Yuma County, Arizona. **(Jose Guzman, Acting Director of Planning & Zoning)**

SUMMARY:

Once a resolution creating an Enhanced Municipal Services District is approved, a resolution authorizing work and approving the implementation of the district is required. This is the resolution implementing that district.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO APPROVE RESOLUTION NO. 2024

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):

N/A

Attachments

Resolution No. 2024

OFFICE OF THE
MAYOR
CITY OF SAN LUIS

Resolution

NO. 2024

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 SAN LUIS PORT SUBDIVISION, YUMA COUNTY, ARIZONA.

WHEREAS, the Mayor and City Council did pass Resolution of Intention No. 2022 for San Luis Port Municipal Services Improvement District declaring the intention of the City to operate and maintain certain retention basins for an area described as San Luis Port Subdivision, Yuma County, Arizona; and

WHEREAS, the cost of operating and maintaining said retention basins is to be assessed on a certain district known as San Luis Port Municipal Services Improvement District; and

WHEREAS, the petition for enhanced municipal services improvement district which was used to create the San Luis Port Municipal Services Improvement District was signed by all of the real property owners within said district and A.R.S. § 48-575 C. authorized the immediate jurisdiction to adopt a resolution ordering the improvements, pursuant to the provision of A.R.S. § 48-581, without the necessity of publication and posting of the resolution of intention provided for in A.R.S § 48-578.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and City Council of the City of San Luis, Arizona, that the City Engineer be empowered and directed to proceed with the enhanced municipal services of the improvement of San Luis Port Municipal Services Improvement District.

PASSED AND ADOPTED by the Mayor and City Council of the City of San Luis, Arizona, this_____ day of _____, 2018.

_____
Gerardo Sanchez, Mayor

ATTEST:

_____
Sonia Cornelio, City Clerk

APPROVED AS TO FORM:

_____
Kay Marion Macuil, City Attorney

AGENDA ITEM REVIEW FORM

Regular City Council Meeting **5.I.**

Meeting Date: 01/10/2018

Department Head: Jose A. Guzman, Acting Director of Planning & Zoning, Planning & Zoning Department

Submitted By: Jose A. Guzman, Acting Director of Planning & Zoning, Planning & Zoning Department

Action Requested: Motion
Resolution

ITEM:

Discussion and possible action on any and all matters regarding Resolution No. 2025. A resolution of the Mayor and City Council of the City of San Luis, Arizona, ordering and declaring formation of San Luis Port Community Facilities District (City of San Luis, Arizona). **(Jose A. Guzman, Acting Planning & Zoning Director)**

SUMMARY:

As a requirement of the subdivision regulations of the City of San Luis, a Community Facilities District is required for approved subdivisions. The city has received a petition to form a Community Facilities District for San Luis Port Subdivision. This is the resolution to create that district.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO APPROVE RESOLUTION NO. 2025

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):

N/A

Attachments

Resolution No. 2025

OFFICE OF THE
MAYOR
CITY OF SAN LUIS

Resolution

NO. 2025

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF SAN LUIS, ARIZONA ORDERING AND DECLARING FORMATION OF SAN LUIS PORT COMMUNITY FACILITIES DISTRICT (CITY OF SAN LUIS, ARIZONA)

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

1. **Findings.**

a. On a date prior to the date of this adoption hereof, there was presented to us, the governing body of the City of San Luis, Arizona, an incorporated city of the State of Arizona (hereinafter referred to as the "Municipality"), a Petition for Adoption of a Resolution Declaring Formation of San Luis Port Community Facilities District (City of San Luis, Arizona) dated December 19, 2017 herewith (hereinafter referred to as the "Petition"), signed by the entity which, on the date hereof, is the owner of all real property as shown on the assessment roll for state and county taxes for Yuma County, Arizona, or, if such person shown on such assessment roll is no longer the owner of land in the District, is the entity which is the successor owner which has become known and has been verified by recorded deed or similar evidence of transfer of ownership to be the owner of such real property (hereinafter referred to as the "Petitioner") described as follows to be in the community facilities district, the formation of which is prayed for by the Petitioner in the Petition, pursuant to title 48, Chapter 4, Article 6, Arizona Revised Statutes, as amended (hereinafter referred to as the "Act"):

SEE EXHIBIT "A" ATTACHED HERETO AND BY THIS REFERENCE INCORPORATED HEREIN.

b. The petitioner has shown the following:

I.

The name of the community facilities district of which formation is prayed pursuant to the Petition is to be San Luis Port Community Facilities District (City of San Luis, Arizona) (hereinafter referred to as the "District").

II.

The District to be formed, and shall exist, pursuant to the terms and provisions of the Act.

III.

The District is to contain an area of approximately 228 acres of land, more or less, wholly within the corporate boundaries of the Municipality, and is to be composed of the land included in the parcel described as follows (hereinafter referred to as the "Property"):

SEE EXHIBIT "A" ATTACHED HERETO AND BY THIS REFERENCE INCORPORATED HEREIN

IV.

The District is to be a special purpose district for purposes of Article IX, Section 19, Constitution of Arizona, a tax-levying public improvement district for the purpose of Article XIII, Section 7, Constitution of Arizona, and a municipal corporation for all purposes of title 35, Chapter 3, Articles 3.3.1, 3.2.4 and 5, Arizona Revised Statutes, as amended, is, except as otherwise provided in the Act, to be considered a municipal corporation and political subdivision of the State of Arizona separate and apart from the Municipality, and is to be formed for, and to have, all the purposes of a "district" as such term is defined, and as provided in the Act.

V.

The formation of the District may result in the levy of ad valorem taxes to pay costs of improvements constructed by the District and for their operation and maintenance.

VI.

A "General Plan for San Luis Port Community Facilities District" for the District has been filed with the Clerk of the Municipality setting out a general description of the improvements for which the District is proposed to be formed and the general areas to be improved (hereinafter referred to as the "General Plan"), and

VII.

Public convenience and necessity require the adoption of this Resolution.

c. The Petitioner further attested and declared that on the date hereof, as shown on the assessment roll for state and county taxes in Yuma, Arizona, all of the land to be in the District is owned by the Petitioner and that the land to be included in the District shall be benefited from the improvements for which the District is proposed to be formed and that there are no residents on the land to be in the District, and by this Resolution, as the governing body of the Petitioner, we hereby resolve that the foregoing is true and correct in all and every respect.

d. After showing the preceding, the Petitioner respectfully prayed that the Petition be properly filed as provided by law and that, as the Petition is signed on

behalf of the owner of all the land to be in the District, any requirements of posting, publication, mailing, notice, hearing and election otherwise required by the Act in connection with the adoption of the Resolution are waived, on receipt of the petition, we declare the District formed without being required to comply with such provisions for posting, publication, mailing, notice, hearing or election.

2. **Matters Noticed by the Municipality**

a. The Petitioner seeks formation of the District to exercise the powers and functions set forth in the Act.

b. The General Plan has been filed with the Clerk of the Municipality.

c. The Petition and all necessary supporting materials have been filed with us, and the showings in the Petition are each noticed by us and are hereby incorporated at this place as if set forth hereat in whole as it is made by us.

d. The purpose for which organization of the District is sought are as described in the Petition and are purposes for which a district created pursuant to the Act may be lawfully formed.

e. The public convenience and necessity require us to adopt this Resolution.

3. **Approval of General Plan**

The General Plan as submitted herewith is hereby approved in all respects.

4. **Granting of Petition; Formation of District**

The Petition is hereby granted, and the District is hereby formed as a district pursuant to the terms and provisions of, and with the powers and authority established by, the Act, with jurisdiction over the Property and that, as there are no residents on the land to be in the District, approval of formation of the District by an election of resident electors is hereby found to be unnecessary.

5. **District Board and Officers**

The District shall be governed by a "District Board" comprised of the members of the governing body of the Municipality, ex officio. The Mayor of the Municipality shall be the "Chairperson" of the "District Board", the Vice Mayor of the Municipality shall be the "Vice Chairperson" of the District Board, the Clerk of the Municipality shall be the "District Clerk", the Treasurer of the Municipality shall be the "District Treasurer", the Manager of the Municipality shall be the "District Manager", and the Attorney of the Municipality shall be the "District Counsel".

6. **District Boundaries and Map**

The District boundaries are described as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND BY THIS REFERENCE INCORPORATED HEREIN.

A map showing the District boundaries is hereby ordered to be drawn and provided by the District Engineer.

7. **Dissemination of this Resolution**
The Petitioner shall cause a copy of this Resolution to be delivered to the County Assessor and the Board of Supervisors of Yuma County, Arizona and to the Department of Revenue of the State of Arizona.

8. **No General Liability of or for the Municipality**
Neither the general fund of the Municipality, nor that of the State of Arizona or any political subdivision of either (other than the District) shall be liable for the payment or repayment of any indebtedness of the District, and neither the credit nor the taxing power of the Municipality, the State of Arizona or any political subdivision of either (other than the District) shall be pledged therefore.

PASSED AND ADOPTED by the Mayor and City Council of the City of San Luis, Arizona, this_____ day of _____, 2018.

_____
Gerardo Sanchez, Mayor

ATTEST:

_____
Sonia Cornelio, City Clerk

APPROVED AS TO FORM:

_____
Kay Marion Macuil, City Attorney

PETITION FOR ADOPTION OF A RESOLUTION ORDERING AND DECLARING FORMATION OF SAN LUIS PORT COMMUNITY FACILITIES DISTRICT (CITY OF SAN LUIS, ARIZONA)

State of Arizona)
)ss.
County of Yuma)

SAN LUIS PORT L.L.C. (hereinafter referred to as "Petitioner") in the parcel described as: SEE EHIBIT "A" ATTACHED HERETO.

Acting pursuant to the provisions of Title 48, Chapter 4, Article 6, Arizona Revised Statutes, as amended (hereinafter referred to as the "Act"), respectfully petitions the Honorable City Council (hereinafter referred to as the "Council") of the City of San Luis, a resolution (hereinafter to as the "Resolution") declaring and ordering formation of a community facilities district (hereinafter to as the "District") and would respectfully show the following:

I.

The name of the district is to be San Luis Port Community Facilities District (City of San Luis, Arizona).

II.

The District is to be formed, and shall exist, pursuant to the terms and provisions of the Act.

III.

The District is to contain areas of approximately 228 acres of land, more or less, wholly within the corporate boundaries of the Municipality, and is to be composed of the land included in the parcel described as: SEE EXHIBIT 'A' ATTACHED HERETO.

IV.

The District is to be a special purpose district for purpose of Article IX, section 19, Constitution of Arizona, a tax-levying public improvements district for the purpose of Article XIII, Section , Constitution of Arizona, and a municipal corporation for all purpose of Title 35, Chapter 3, Articles 3,3.1,3.2,4 and 5, Arizona Revised Statutes, as amended; is except as otherwise provided in the Act, to be considered a municipal corporation and political subdivision of the State of Arizona, separate and apart from the Municipality, and is to be formed for, and to have, all for the purposes of a "district" as such term is defined, and as provided, in the Act.

V.

The formation of the District may result in the levy of ad valorem taxes to pay costs of improvement constructed by the District and for their operation and maintenance as well as operation, maintenance, repair or replacement of existing public improvements and infrastructure within the district, including but not limited to streets, sidewalks, wastewater improvements, retention basins, and parks.

VI.

Before the Resolution is adopted, a "general plan" (as such term is defined in the Act) for the District shall be filed with the Clerk of the Municipality setting out a general description of the improvements for which the District is proposed to be formed and the general areas to be improved, and

VII.

Public convenience and necessity require the adoption of the Resolution.

WHEREFORE, Petitioner attest and declares that on the date hereof, as shown on the assessment roll for state and county taxes in Yuma County, Arizona, all of the land to be in the District is owned by Petitioner or, if a person listed on such assessment roll is no longer the owner of land in the District, that the name of the successor owner has become known and has been verified by recorded deed or other similar evidence of transfer of ownership to the Petitioner and that these are no residents on the land to be in the District; and:

WHEREFORE, Petitioner attests and declares that the land to be included in the District shall be benefited from the improvements for which the District is proposed to be formed; and

WHEREFORE, as this Petition is signed on behalf of the owner of all land to be in the District, any requirements of posting, publication, mailing, notice, hearing and election otherwise required by the Act in connection with adoption of the Resolution are waived and the Council shall, on receipt of this Petition, declare the District formed without being required to comply with such provisions for posting, publication, mailing, notice, hearing or election; and

WHEREFORE, Petitioner respectfully prays that this Petition be properly filed as provided by law, that the Council adopt the Resolution and declare and order the District formed without being required to comply with the provisions for posting, publication, mailing, notice, hearing and election otherwise required by the Act in connection with the Resolution; and that such other orders, acts, procedure and relief as are proper, necessary and appropriate to the purpose of organizing the District and to be execution of the purpose for which the District shall be organized be granted as the Council shall deem proper and necessary.

[Signature page continues on the next page]

RESPECTFULLY SUBMITTED this 19th day of December 20 17.

SAN LUIS PORT L.L.C.
owner of the herein-described property

By _____
Stephen P. Shadle, Manager

STATE OF ARIZONA)
)ss.
County of Yuma)

The foregoing acknowledged before me this 19th day of DECEMBER 20 17 by Stephen P. Shadle, manager of San Luis Port L.L.C., an Arizona Limited Liability Company, on behalf of said limited liability company.

OFFICIAL SEAL
JODY DYSON
Commission # 507804
Notary Public - State of Arizona
YUMA COUNTY
My Comm. Expires May 10, 2020

My Commission Expires 5/10/2020

_____
Notary Public

Accepted and approved by:

CITY OF SAN LUIS, ARIZONA an
ARIZONA MUNICIPAL CORPORATION

By _____
Gerardo Sanchez, Mayor

ATTEST:

_____
Sonia Cornelio, City Clerk

APPROVED AS TO FORM:

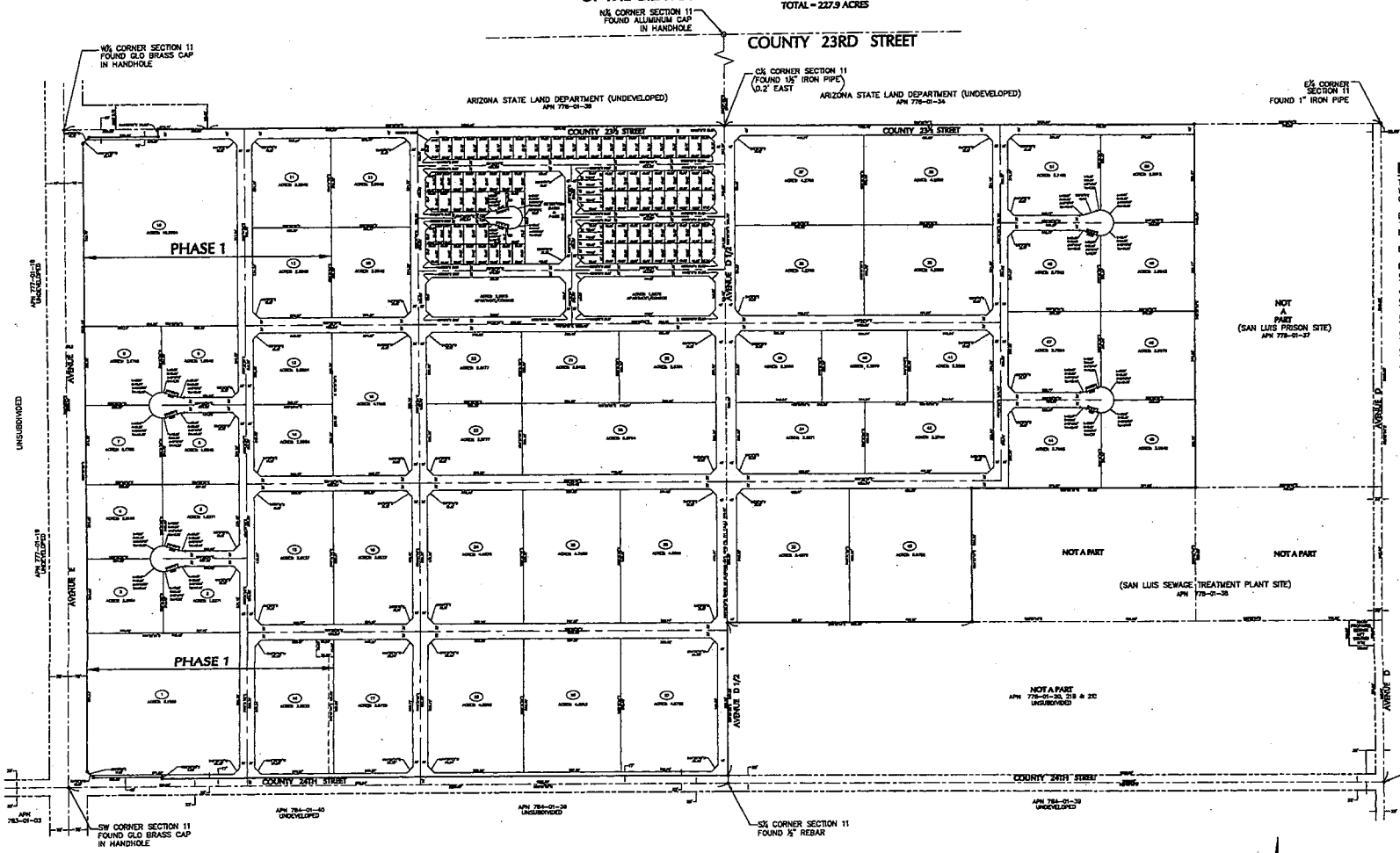
_____
Kay Marion Macuil, City Attorney

PRELIMINARY PLAT

SAN LUIS PORT SUBDIVISION

A SUBDIVISION OF A PORTION OF THE SOUTH HALF OF SECTION 11, TOWNSHIP 11 SOUTH, RANGE 24 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, YUMA COUNTY, ARIZONA

TOTAL ± 227.9 ACRES



LEGAL DESCRIPTION

The South half of Section 11, Township 11 South, Range 24 West of the Gila and Salt River Base and Meridian, Yuma County, Arizona;

EXCEPT the East 33 feet; and

EXCEPT the South 33 feet; and

EXCEPT the West 75 feet; and

EXCEPT BEGINNING at the Southwest corner of the Southeast quarter of Section 11;
Thence North 0 degrees 28 minutes 29 seconds East, a distance of 33 feet along the West line of the Southeast quarter to the TRUE POINT OF BEGINNING;
Thence North 0 degrees 28 minutes 29 seconds East, a distance of 626.65 feet to a point;
Thence South 89 degrees 31 minutes 30 seconds East, a distance of 2805.18 feet to a point;
Thence South 0 degrees 27 minutes 38 seconds West, a distance of 625.94 feet to a point;
Thence North 89 degrees 32 minutes 25 seconds West, a distance of 2805.86 feet to the TRUE POINT OF BEGINNING; and

EXCEPT beginning at the center quarter corner of Section 11, at a found iron pin;
Thence South 89 degrees 56 minutes 51 seconds East along the East–West Mid Section line of Section 11, a distance of 1888.25 feet to the TRUE POINT OF BEGINNING;
Thence South 89 degrees 56 minutes 51 seconds East continuing along the East–West Mid Section line of Section 11, a distance of 751.25 feet to a found 1" pipe, said pipe being the East quarter corner of Section 11;
Thence South 00 degrees 01 minutes 00 seconds East, a distance of 1449.58 feet to a set iron pin & cap (R.L.S. #16528);
Thence North 89 degrees 56 minutes 51 seconds West, a distance of 751.25 feet to a point for corner;
Thence North 00 degrees 01 minutes 00 seconds West, a distance of 1449.58 feet to the TRUE POINT OF BEGINNING; and

EXCEPT beginning at the C¼ corner of said Section 11;
Thence South 89 degrees 56 minutes 51 seconds East along the East–West Mid Section line of Section 11, a distance of 988.72 feet to a point;
Thence South 00 degrees 01 minutes 00 seconds East a distance of 1449.58 feet to the TRUE POINT OF BEGINNING;
Thence South 89 degrees 56 minutes 51 seconds East a distance of 1852.78 feet to a point on the East line of said Section 11;
Thence South 00 degrees 01 minutes 00 seconds East along the East line of said Section 11, a distance of 528.11 feet to a point;
Thence South 89 degrees 59 minutes 00 seconds West a distance of 1852.78 feet to a point;
Thence North 00 degrees 01 minutes 00 seconds West a distance of 528.10 feet to the TRUE POINT OF BEGINNING.

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
16810
TIMOTHY V.
EISENMANN
EXPIRES 9/30/11

PRELIMINARY PLAN
NOT FOR CONSTRUCTION

OWNER/SUBDIVIDER

SAN LUIS PORT L.L.C., AN
ARIZONA LIMITED LIABILITY COMPANY
633 E. PLAZA CIRCLE
YUMA, AZ 85365

PREPARER

NICKLAUS ENGINEERING, INC.
1851 W. 24TH STREET
YUMA, AZ 85364
TIMOTHY V. EISENMANN – CIVIL ENGINEER/LAND SURVEYOR

LEGEND

- O — FOUND SURVEY MONUMENT AS NOTED
- ——— EXISTING SECTIONAL LINE/PROPOSED CENTERLINE
- ——— EXISTING SUBDIVISION BOUNDARY LINE
- ——— EXISTING RIGHT OF WAY LINE
- ——— NEW LOT LINE
- (1) — NEW LOT NUMBER

N

200' 0' 200' 400' 600'

SAN LUIS PORT SUBDIVISION

MASTER SUBDIVISION PLAN OF A PORTION OF THE S½ OF SECTION 11, T.11S., R.24W., YUMA COUNTY, ARIZONA

SCALE:	AS SHOWN
DATE:	DEC., 2010
DES. BY:	K.V.E.
DRAWN BY:	R.N.
SURVEYED BY:	R.S.
JOB. No.:	010-01.35
PLT. No.:	VI-B-40

Nicklaus Engineering Inc.
1851 West 24th Street P.O. Box 6029
YUMA, ARIZONA 85364 (928)344-8374
Email: nat@ezsky.com

SHEET 1 OF 17

GENERAL PLAN
FOR THE PROPOSED SAN LUIS PORT
COMMUNITY FACILITIES DISTRICT
(CITY OF SAN LUIS ARIZONA)

TO: CLERK, CITY OF SAN LUIS, ARIZONA

For the purposes of A.R.S. §48-702.B, as amended (the 'Act"), the following is the general plan for the proposed captioned district:

GENERAL AREA TO BE IMPROVED WITHIN THE PROPOSED DISTRICT:

See exhibit A attached hereto.

GENERAL DESCRIPTION OF THE PUBLIC INFRASTRUCTURE IMPROVEMENTS FOR WHICH THE PROPOSED CAPTIONED DISTRICT IS PROPOSED TO BE FORMED:

To plan, design, inspect, own, control, maintain, construct, operate or repair public infrastructure within the area of the proposed district, including, but not limited to the employment of staff, counsel and consultants, and reimbursing the municipality for staff and consultant services and support facilities supplied by the municipality. Public infrastructure includes:

a) Sanitary sewage systems, including collection, transport, storage, treatment, dispersal, effluent use and discharge.

(b) Drainage and flood control systems, including collection, transport, diversion, storage, detention, retention, dispersal, use and discharge.

(c) Water systems for domestic, industrial, irrigation, municipal or fire protection purposes including production, collection, storage, treatment, transport, delivery, connection and dispersal, but not including facilities for agricultural irrigation purposes unless for the repair or replacement of existing facilities when required by other improvements permitted by this article.

(d) Highways, streets, roadways and parking facilities including all areas for vehicular use for travel, ingress, egress and parking.

(e) Areas for pedestrian, equestrian, bicycle or other nonmotor vehicle use for travel, ingress, egress and parking.

(f) Parks, recreational facilities other than stadiums, and open space areas for the use of members of the public for entertainment, assembly and recreation.

(g) Landscaping including earthworks, structures, lakes and other water features, plants, trees and related water delivery systems.

(h) Public buildings, public safety facilities and fire protection facilities.

(i) Retaining walls

(j) Lighting systems.

(k) Traffic control systems and devices including signals, controls, markings and signage.

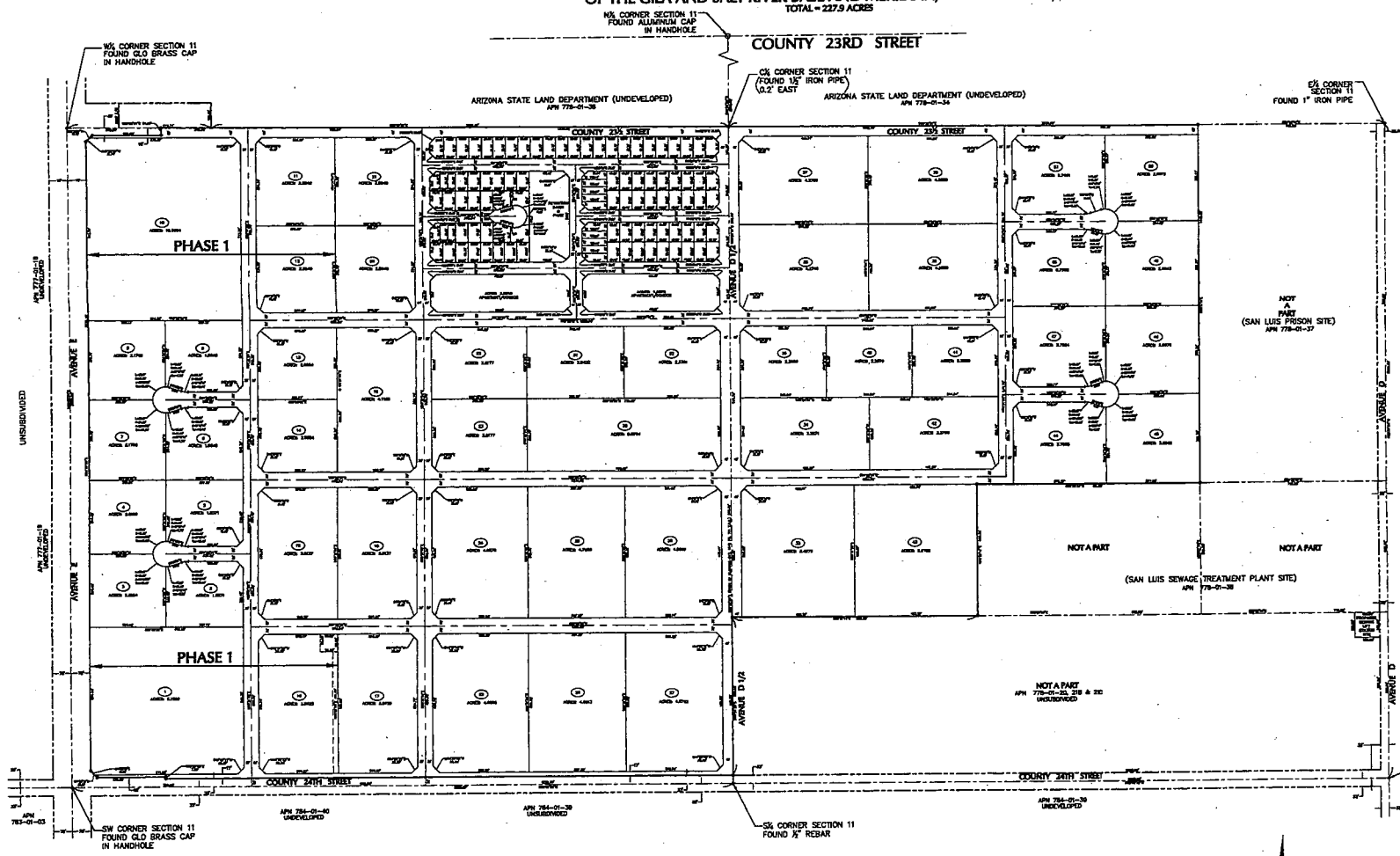
Dated: December 19, 2017

PRELIMINARY PLAT

SAN LUIS PORT SUBDIVISION

A SUBDIVISION OF A PORTION OF THE SOUTH HALF OF SECTION 11, TOWNSHIP 11 SOUTH, RANGE 24 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, YUMA COUNTY, ARIZONA

TOTAL = 227.9 ACRES



LEGAL DESCRIPTION

The South half of Section 11, Township 11 South, Range 24 West of the Gila and Salt River Base and Meridian, Yuma County, Arizona;

EXCEPT the East 33 feet; and

EXCEPT the South 33 feet; and

EXCEPT the West 75 feet; and

EXCEPT BEGINNING at the Southwest corner of the Southeast quarter of Section 11;
Thence North 0 degrees 28 minutes 29 seconds East, a distance of 33 feet along the West line of the Southeast quarter to the TRUE POINT OF BEGINNING;
Thence North 0 degrees 28 minutes 29 seconds East, a distance of 826.65 feet to a point;
Thence South 89 degrees 31 minutes 30 seconds East, a distance of 2808.18 feet to a point;
Thence South 0 degrees 27 minutes 38 seconds West, a distance of 825.94 feet to a point;
Thence North 89 degrees 32 minutes 25 seconds West, a distance of 2805.98 feet to the TRUE POINT OF BEGINNING; and

EXCEPT beginning at the center quarter corner of Section 11, at a found iron pin;
Thence South 89 degrees 56 minutes 51 seconds East along the East–West Mid Section line of Section 11, a distance of 1685.25 feet to the TRUE POINT OF BEGINNING;
Thence South 89 degrees 56 minutes 51 seconds East continuing along the East–West Mid Section line of Section 11, a distance of 751.25 feet to a found 1" pipe, said pipe being the East quarter corner of Section 11;
Thence South 00 degrees 01 minutes 00 seconds East, a distance of 1449.58 feet to a set iron pin & cap (R.L.S. #18528);
Thence North 89 degrees 56 minutes 51 seconds West, a distance of 751.25 feet to a point for corner;
Thence North 00 degrees 01 minutes 00 seconds West, a distance of 1449.58 feet to the TRUE POINT OF BEGINNING; and

EXCEPT beginning at the C¼ corner of said Section 11;
Thence South 89 degrees 56 minutes 51 seconds East along the East–West Mid Section line of Section 11, a distance of 986.72 feet to a point;
Thence South 00 degrees 01 minutes 00 seconds East a distance of 1449.58 feet to the TRUE POINT OF BEGINNING;
Thence South 89 degrees 56 minutes 51 seconds East a distance of 1852.78 feet to a point on the East line of said Section 11;
Thence South 00 degrees 01 minutes 00 seconds East along the East line of said Section 11, a distance of 528.11 feet to a point;
Thence South 89 degrees 59 minutes 00 seconds West a distance of 1852.78 feet to a point;
Thence North 00 degrees 01 minutes 00 seconds West a distance of 528.10 feet to the TRUE POINT OF BEGINNING.

PRELIMINARY PLAN
NOT FOR CONSTRUCTION

OWNER/SUBDIVIDER

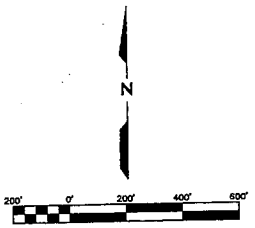
SAN LUIS PORT L.L.C., AN
ARIZONA LIMITED LIABILITY COMPANY
833 E. PLAZA CIRCLE
YUMA, AZ 85365

PRELIMINARY PLAT PREPARER

NICKLAUS ENGINEERING, INC.
1851 W. 24TH STREET
YUMA, AZ 85364
TIMOTHY V. EISENMANN – CIVIL ENGINEER/LAND SURVEYOR

LEGEND

- o — FOUND SURVEY MONUMENT AS NOTED
- ——— EXISTING SECTIONAL LINE/PROPOSED CENTERLINE
- ——— EXISTING SUBDIVISION BOUNDARY LINE
- ——— EXISTING RIGHT OF WAY LINE
- ——— NEW LOT LINE
- (1) — NEW LOT NUMBER



SAN LUIS PORT SUBDIVISION

MASTER SUBDIVISION PLAN OF A PORTION OF THE S½ OF SECTION 11, T.11S., R.24W., YUMA COUNTY, ARIZONA

SCALE:	AS SHOWN
DATE:	DEC., 2010
DES. BY:	T.V.E.
DRAWN BY:	R.N.
SURVEYED BY:	R.S.
JOB. No.:	010-01.35
FILE No.:	V-B-40

Nicklaus Engineering Inc.
1851 West 24th Street P.O. Box 5029
YUMA, ARIZONA 85364 (928)344-8374
Email: nei@nelcre.com

SHEET 1 OF 17

AGENDA ITEM REVIEW FORM

Regular City Council Meeting **5.J.**

Meeting Date: 01/10/2018

Department Head: Carlos Cortes, Assistant Director of Finance, Finance Department

Submitted By: Jorge Perez, Billing & Collections Manager, Finance Department, Billing & Collections

Action Requested: Motion
Resolution

ITEM:

Discussion and possible action on any and all matters regarding Resolution No. 2026. A resolution of the Mayor and City Council of the City of San Luis, Arizona regarding a policy for crediting service accounts for certain water leaks; repealing any conflicting provisions; and providing for severability. **(Jorge Perez, Billing & Collections Manager)**

SUMMARY:

Background

The Billing and Collections Division has been using a "Credit for Service Leaks" internal policy that was implemented by our former Public Works Director, Mr. Dave Ford. The criteria used by Mr. Ford will be the basis of this policy recommendation.

The Policy Purposes

The credit for service leaks resolution defines a process in which customers may request a credit on their account due to water leaks on their property; water leaks will have to meet certain criteria in order to be considered for the credit. The proposed resolution aims to establish a clear set of guidelines to credit customers due to accidental water leaks, and in the same manner, assist the residents of the City of San Luis when an incident like this occurs.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO APPROVE RESOLUTION NO. 2027

Supporting information not attached to the Agenda Item Review Form:

N/A

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:	No
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):

This resolution formalizes the city's procedures to provide credit for service leaks.

Attachments

Resolution No. 2026

Policy to Provide Credit for Service Leaks

OFFICE OF THE
MAYOR
CITY OF SAN LUIS

Resolution

No. 2026

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF SAN LUIS, ARIZONA REGARDING A POLICY FOR CREDITING WATER SERVICE ACCOUNTS FOR CERTAIN WATER LEAKS; REPEALING ANY CONFLICTING PROVISIONS; AND PROVIDING FOR SEVERABILITY.

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

Section 1. The Policy entitled "Credit for Service Leaks" attached to this Resolution is hereby adopted and approved.

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

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

PASSED, 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:

_____
Sonia Cornelio, City Clerk

APPROVED AS TO FORM:

_____
Kay Marion Macuil, City Attorney

POLICY TO PROVIDE CREDIT FOR SERVICE LEAKS

INTENT:

A) Set the standard for credit and/or reimbursement to customers who have high water bills due to water leaks.

B) Provide a fair method of adjustment which benefits both the customer and the city.

LIMITS:

A) It is the customer's responsibility to repair household water leaks as quickly as possible. This includes leaks in the house service line downstream of the meter, piping within the house, faucet and toilet leaks.

B) Before a credit is considered:

1) The volume of the leak must be more than twice (2 times) the regular use for the time of year the leak occurs.

2) The customer must show honest effort to repair the leak quickly, and convince the city this effort has been made.

3) The customer has not received a credit or reimbursement for a water leak within the previous twelve (12) months.

C) Credit will be given based on one-half the difference between the total amount used due to the leak and an average of the previous three (3) months use. The city will provide credit for one-half the excess amount. The customer will pay the other one-half. The city will credit the city's water service with the customer. The city will not issue cash nor checks for the credit.

D)

1) The city will make every effort to notify customers of a suspected water leak, however; the city will not be held liable for failure to notify of a possible leak.

2) This policy does not apply to commercial accounts.

EXCEPTIONS:

A) There may be extenuating circumstances where the policy limits require modification to apply the policy fairly. The "circumstances" are not defined, and it is up to the department head to provide a fair interpretation of the circumstances.

AGENDA ITEM REVIEW FORM

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

Meeting Date: 01/10/2018

Department Head: Jenny Torres, Economic Development Manager, Administration, Economic Development

Submitted By: Dania Castillo, Economic Development Assistant, Administration, Economic Development

Action Requested: Motion

ITEM:

Discussion and possible action on any and all matters regarding contract with James Davey and Associates, Inc. for engineering design and construction administration services for Merrill Avenue Improvements Phase II. **(Jenny Torres, Economic Development Manager)**

SUMMARY:

The City of San Luis was awarded a Community Development Block Grant from the Arizona Department of Housing for Merrill Avenue Improvements Phase II (CDBG Agreement No. 114-18). The improvements consist of replacing two sewer manholes and 160 feet of 8" sewer line connecting services on San Felipe and Rio Sonora Streets. In addition, roadway improvements on Merrill Avenue between Villa and Aquila to Los Oros Streets and installing a 12" PVC storm drain bleed offline that would allow retention basins along Rio Sonora Street to drain to the retention basin at the intersection of Zapata and Merrill Street. James Davey and Associates designed and provided construction administration services in Phase I of the Merrill Avenue project. Staff recommends the approval of a contract to James Davey and Associates, Inc. for engineering design and construction administration services in the amount of **$53,505.00.** James Davey and Associates, Inc. is a provider on the on-call engineering services list, per Resolution No. 1143.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO APPROVE THE CONTRACT WITH JAMES DAVEY AND ASSOCIATES IN THE AMOUNT OF $53,505.00 AS PRESENTED.

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:	City
TOTAL:	$53,505.00
BUDGETED AMOUNT:	$53,505.00
AVAILABLE AMOUNT TO TRANSFER:	N/A

ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE: C.O. CIP Merrill Ave Improvements Phase II /$435,514.00

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

Funds for grant budgeted in account no. 255-210-90015.219 - Capital Outlay - CIP Merrill Ave Improvements Phase II.

Attachments

Engineering Contract

Proposal

Map

AGREEMENT FOR ENGINEERING SERVICES

This Agreement is made on the 10th day of January, 2018, between the City of San Luis, Arizona, a municipal corporation of the State of Arizona, ("City"), and James Davey and Associates of Yuma, Arizona, having a principal being a registered engineer of the State of Arizona ("Engineer"):

Witness:

By this agreement the City hereby engages the services of Engineer for the following described project ("Project"): Merrill Avenue Improvements Phase II (CDBG Agreement No. 114-18).

This project is being undertaken by the City of San Luis, Arizona and is to implement such improvements under the general direction of the State of Arizona Department of Housing, Community Development Block Grant Program, (CDBG).

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

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

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

ARTICLE I. DESCRIPTION OF PROJECT

Merrill Avenue Improvements Phase II project includes replacing two sewer manholes and replacing approximately 160 feet of 8" sewer line and connection to existing services on San Felipe Street, Rio Sonora Street, and Independence Street. The roadway improvements include removing the existing 40' wide pavement section, recompacting the subgrade and repaving with a 3-1/2" AC over 8" ABC pavement section on Merrill Avenue between Villa and Aquila to Los Oros Street. As part of the roadway repaving, a 12-inch PVC storm drain bleed off line would be installed along Rio Sonora Street to Merrill Avenue, allowing retention basins along Rio Sonora Street to drain to the retention basin at the Zapata and Merrill intersection. In addition, the project will include adjusting existing water valves and sewer manholes with new frame and

covers; installation of survey monuments; street signing/striping; miscellaneous concrete and asphalt removals; and other work incidental to the improvements.

ARTICLE II. ENGINEER'S SCOPE OF SERVICES

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

ARTICLE III. CHANGES IN SCOPE

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

ARTICLE IV. ENGINEER'S FEE

A. Basic Fee

1. As compensation for Basic Services as described in Paragraph A of Exhibit I of this Agreement, and for services required in the fulfillment of Article II, the Engineer shall be paid a “Basic Fee,” which shall constitute full and complete payment for those services and all expenditures that may be made and expenses incurred, except as otherwise expressly provided in this Agreement. The Basic Fee shall be a total lump sum amount $53,505.00 based on:

a. Design phase services for the Merrill Avenue Improvements Phase II will be provided for a cost of $24,200.00.

b. Construction inspection and administration of Merrill Avenue Improvements Phase II will be provided for a cost of $29,305.00.

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

B. Payment Schedule for Basic Fee

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

a. The fee of $53,505.00 prorated in accordance with construction progress, except that five percent (5%) of the Basic Fee shall be payable only upon acceptance of the Project, and receipt of approved, reproducible Mylar “Record Drawings” of the Project plans prepared in a format prescribed by the Public Works Director.

C. Payment for Special Services.

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

D. Certified Cost Records.

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

E. Gross Receipts Tax.

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

ARTICLE V. OWNERSHIP OF PLANS AND DOCUMENTS: RECORDS

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

of all design drawings, including any “as built” construction drawings, with one set of reproducible mylars of the original drawings of the work.

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

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

ARTICLE VI. CONTRACT TIMES

The Engineer’s work for the Preliminary Design and Final Design Phases of the project will be completed and ready for final payment within 120 calendar days of the date in the Notice to Proceed. The Engineer’s work for the Construction Phase shall correspond to the time allowed for construction and shall be completed within 30 days of the Contractor completing work. No work shall commence before the Notice to Proceed is issued. Furthermore, this Contract does not take effect and is not valid unless and until it is accepted and approved by the City of San Luis.

ARTICLE VII. TERMINATION

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

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

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

ARTICLE VIII. ASSIGNMENT

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

ARTICLE IX. CONFLICT OF INTEREST

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

ARTICLE X. INDEMNITY

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

ARTICLE XI. INSURANCE

A. The Engineer agrees to procure and maintain at its expense until final payment by the City for services covered by this Agreement, insurance in the kinds and amounts provided below with insurance companies authorized to do business in the State of Arizona, covering all operations under this Agreement, whether performed by it or its agents. Before commencing the work, the Engineer shall furnish to the City a certificate or certificates in form satisfactory to the City, showing that it has complied with this paragraph. All certificates shall provide that the policy shall not be changed or cancelled until forty-five days' prior written notice shall have been given to the City. Kinds and amounts of insurance required are as follows:

   a. Workmen's Compensation Insurance.

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

   b. Liability Insurance.

      Professional liability insurance in an amount not less than $1,000,000.per claim and aggregate and automobile liability insurance in an amount not less than $1,000,000.00, for injuries to any one person and $1,000,000.00 on account of any one accident and in an amount of not less than $500,000.00 for property damage to protect the Engineer and its agents from claims that

may arise from services rendered under this Agreement, whether those services are rendered by the Engineer or by any of its agents or by anyone employed by either.

ARTICLE XII. DISCRIMINATION PROHIBITED

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

ARTICLE XIII. ADMINISTRATION OF AGREEMENT

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

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

The City of San Luis	James Davey and Associates, Inc.
By: _____	By: _____
Tadeo Azael De La Hoya, City Manager	James Davey, Owner

APPROVED AS TO FORM:

By: _____
Kay Macuil, City Attorney

EXHIBIT I. DUTY OF ENGINEER

The Engineer shall render professional engineering services as described below:

A. Basic Services

1. Preliminary Design Phase and Final Design Phase

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

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

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

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

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

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

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

d. Prepare and submit a detailed Engineer's estimate of cost for the Project. The term “estimated construction cost” is defined as the total estimated cost for the construction of the Project assigned to the Engineer under this Agreement for design, excluding fees or other costs for engineering, lands, and rights-of-way, and for legal and administrative procedures.

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

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

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

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

2. The Construction Phase

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

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

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

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

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

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

g. Prepare reproducible “as built” drawings to reflect construction as actually accomplished**.**

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

B. Special Services

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

C. Performance

1. The Engineer agrees that, immediately upon the execution of this Agreement, it will enter upon the duties prescribed in this agreement, proceed with the work continuously, and make the various submittals on or before the schedule specified here. The City is not liable and will not pay the Engineer for any services rendered before written authorization is received by the Engineer.

2. The Engineer shall submit:

a. Final construction contract documents ready for bid.

b. “As built” drawings after satisfactory completion of the Project.

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

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

Certificate for A.R.S. §35-393.01

All contracts with the City of San Luis and materials submitted as part of a response to a solicitation are subject to Arizona public records law and will be disclosed if there is an appropriate public records request at the time of or after the award of the contract. Legislation has been enacted to prohibit the state and its political subdivisions from contracting with companies currently engaged in a boycott of Israel. To ensure compliance with A.R.S. §35-393.01, this form must be completed and returned with the response to the solicitation and any supporting information to assist the City in making its determination of compliance.

As defined by A.R.S. §35-393.01:

1."Boycott" means engaging in a refusal to deal, terminating business activities or performing other actions that are intended to limit commercial relations with Israel or with persons or entities doing business in Israel or in territories controlled by Israel, if those actions are taken either:
   (a) In compliance with or adherence to calls for a boycott of Israel other than those boycotts to which 50 United States Code section 4607(c) applies.
   (b) In a manner that discriminates on the basis of nationality, national origin or religion and that is not based on a valid business reason.

2. "Company" means a sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, limited liability company or other entity or business association, and includes a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate.

3. "Direct holdings" means all publicly traded securities of a company that are held directly by the state treasurer or a retirement system in an actively managed account or fund in which the retirement system owns all shares or interests.

4."Indirect holdings" means all securities of a company that are held in an account or fund, including a mutual fund, that is managed by one or more persons who are not employed by the state treasurer or a retirement system, if the state treasurer or retirement system owns shares or interests either:
   (a) together with other investors that are not subject to this section.
   (b) that are held in an index fund.

5.”Public entity" means this State, a political subdivision of Arizona or an agency, board, commission or department of Arizona or a political subdivision of Arizona.

6. ”Public fund" means the state treasurer or a retirement system.

7. "Restricted companies" means companies that boycott Israel.

8. "Retirement system" means a retirement plan or system that is established by or pursuant to title 38.

All offerors must select one of the following:

_____ My company **does not** participate in, and agrees not to participate in during the term of the contract a boycott of Israel in accordance with A.R.S. §35-393.01. I understand that my entire response will become public record in accordance with A.A.C. R2-7-C317.

_____ My company **does** participate in a boycott of Israel as defined by A.R.S. §35-393.01.:

By submitting this response, proposer agrees to indemnify and hold the City, its agents and employees, harmless from any claims or causes of action relating to the City’s action based upon reliance on the above representations, including the payment of all costs and attorney fees incurred by the City in defending such an action.

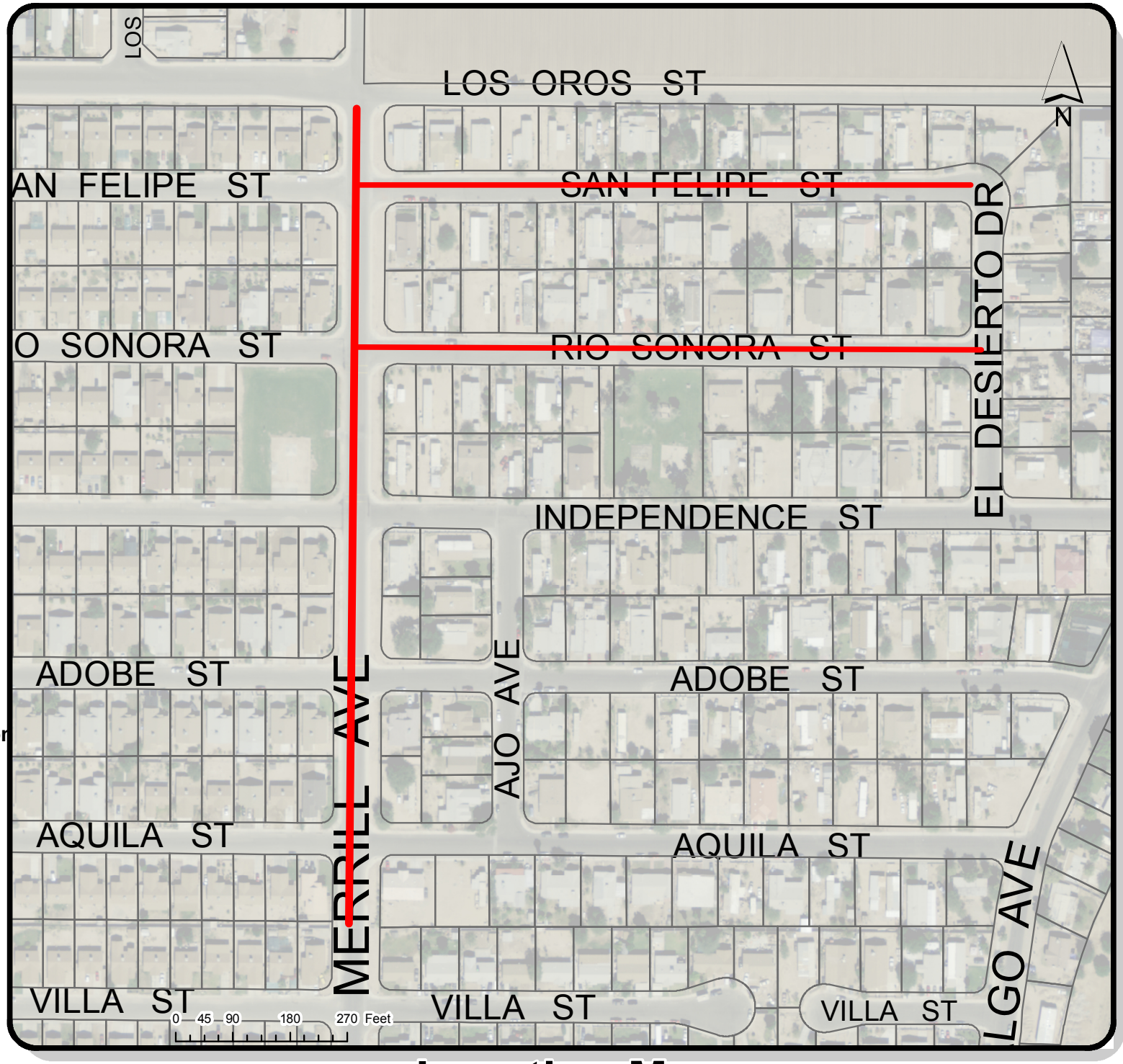
James Davey and Associates, Inc.			
Company Name			Signature of Person Authorized to Sign
1025 W. 24th Street, Suite #2			
Address			Printed Name
Yuma	AZ	85364	
City	State	Zip	Title

City of San Luis
Merrill Avenue Reconstruction Project - Phase 2

Prepared by: James Davey and Associates, Inc.

December 1, 2017

Item	Description			Principal Engineer	Project Engineer	Engineering Technician	Survey Crew	Direct Costs	Comments
DESIGN PHASE SERVICES									
1	Project Management & Meetings			9	3				
2	Topographic Survey				2		8		
3	Prepare Survey Base Sheets	3 Sheets	8 Hrs/Sheet	2	6	15			
5	Geotechnical Report								Report prepared in Phase 1
6	Prepare Design Plans								
	Cover Sheet	1 Sheet	5 Hrs/Sheet		1	4			
	Roadway Plan and Profiles - 20 Scale	3 Sheets	24 Hrs/Sheet	3	12	57			1:20 Scale
	Sewer and Storm Drain Plan and Profile Sheet	1 Sheet	24 Hrs/Sheet	1	4	19			1:20 Scale
	General Sheets/Standard Details	2 Sheets	9 Hrs/Sheet	1	4	13			
	Special Details	2 Sheets	20 Hrs/Sheet	2	8	30			
7	Prepare Special Conditions			1	10				
8	Prepare Quantities and Bid Schedule			1	10				
	Design Phase Subtotal - Estimated Hours			20	60	138	8	x 1.05	
	Subtotal - Costs			$3,000	$7,500	$12,420	$1,280	$0	$24,200
CONSTRUCTION PHASE SERVICES									
1	Bidding Assistance			4	28				Includes Assisting with Advertizing Proejct, Pre-Bid Meeting, Answering Contractor Questions During Bidding, Bid Opening and Bid Evaluations
2	Construction Inspection and Administration			8	148				Based on 120 Calendar Day Construction Period/Approx. 86 Working Days with about 43 site inspections at 3 hours/inspection. Also includes Submittal Reviews, Preconstruction Conference, Meetings during Construction, Final Inspection, Pay Estimate Preparations, Project Closeout
3	Soils and Material Testing				6			$3,605	To be subcontracted to NEI Geotechnical. Includes field reviews of unsuitable soils.
4	Prepare Record Drawings				2	8			Contractor to submit redlined plans. Mylar reproducible record drawings to be submitted to the City of San Luis
	Construction Phase Subtotal - Estimated Hours			12	184	8	0	x 1.05	
	Subtotal - Costs			$1,800	$23,000	$720	$0	$3,785	$29,305
	Total Hours			32	244	146	8	$3,605	
	Hourly Rates			$150	$125	$90	$160	x 1.05	
	Total Costs			$4,800	$30,500	$13,140	$1,280	$3,785	
	TOTAL FEE ESTIMATE								$53,505



Location Map

Areas of Interest

Date: 4/4/2017	IT CITY OF SAN LUIS, AZ INC. 1979 GIS DIVISION	**Prepared By:**	**Case No.**
Checked By:		**APPROVED BY:**	

AGENDA ITEM REVIEW FORM

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

Meeting Date: 01/10/2018

Department Head: Jenny Torres, Economic Development Manager, Administration, Economic Development

Submitted By: Dania Castillo, Economic Development Assistant, Administration, Economic Development

Action Requested: Motion

ITEM:

Discussion and possible action on any and all matters regarding a contract with James Davey and Associates, Inc. for construction administration services for the Price Center Roof Improvements. **(Jenny Torres, Economic Development Manager)**

SUMMARY:

The City of San Luis allocated funding to improve the 23-year-old roof for the building known as the Price Center Building. The improvements consist of removal of existing foam roofing system, framing over existing skylight openings with steel deck and installation of insulated PVC roof system. The city previously contracted with James Davey and Sternco Engineering for the schematic design and roof replacement architectural services. The design and contract documents are complete and we are ready to go out to bid. Due to the complexity of the project, we are requesting construction administration services to be provided by the same firms that designed the project. Staff recommends the approval of the contract with James Davey and Associates, Inc. for the construction administration services in the amount of **$24,710.00.** James Davey and Associates, Inc. is a provider on the on-call engineering services list, per Resolution No. 1143.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO APPROVE THE CONTRACT WITH JAMES DAVEY AND ASSOCIATES, IN THE AMOUNT OF $24,710.00 AS PRESENTED.

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:	City
TOTAL:	$24,710.00
BUDGETED AMOUNT:	Yes
AVAILABLE AMOUNT TO TRANSFER:	N/A
ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE:	Business Center C.O./ 802-820-80005/$504,000.00

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

Contract will be paid from account no. 802-820-90005, Business Center Capital Outlay Improvement Building.

Attachments

Contract

Proposal

AGREEMENT FOR ENGINEERING SERVICES

This Agreement is made on the 10th day of January, 2018, between the City of San Luis, Arizona, a municipal corporation of the State of Arizona, ("City"), and James Davey and Associates of Yuma, Arizona, having a principal being a registered engineer of the State of Arizona ("Engineer"):

Witness:

By this agreement the City hereby engages the services of Engineer for the following described project ("Project"): Price Center Roof Replacement Project.

> This project is being undertaken by the City of San Luis, Arizona and is to implement such improvements to include construction administration services for the above sited project.

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

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

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

ARTICLE I. DESCRIPTION OF PROJECT

The project consists of project management, bidding assistance, construction inspection and administration, project close out and preparing of record drawings.

ARTICLE II. ENGINEER'S SCOPE OF SERVICES

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

ARTICLE III. CHANGES IN SCOPE

If changes occur either in the Engineer's Scope of Services or the Description of the Project, a supplemental agreement may be negotiated at the request of either party. For the purposes of such a change, the Engineer will supply to City an estimate of the

cost for such change in services or project, and the amount paid for such change in services or project by City shall not exceed said estimate.

ARTICLE IV. ENGINEER'S FEE

A. Basic Fee

1. As compensation for Basic Services as described in Paragraph A of Exhibit I of this Agreement, and for services required in the fulfillment of Article II, the Engineer shall be paid a “Basic Fee,” which shall constitute full and complete payment for those services and all expenditures that may be made and expenses incurred, except as otherwise expressly provided in this Agreement. The Basic Fee shall be a total lump sum amount $24,710.00 based on:

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

B. Payment Schedule for Basic Fee

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

a. The fee of $24,710.00 prorated in accordance with construction progress, except that five percent (5%) of the Basic Fee shall be payable only upon acceptance of the Project, and receipt of approved, reproducible Mylar “Record Drawings” of the Project plans prepared in a format prescribed by Economic Development Manager.

C. Payment for Special Services.

As compensation for the services rendered by the Engineer as set forth in Paragraph B of Exhibit I of this Agreement entitled “Special Services,” the City shall pay the Engineer such sums as may be agreed to by written amendment to this agreement. For such Special Services, Engineer agrees to furnish to City an estimate of cost for such special service. If the City agrees to have Engineer perform that service, Engineer agrees that

the amount charged shall not exceed such estimate. Any agreement for such special service shall be as a supplemental agreement pursuant to Article III above.

D. Certified Cost Records.

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

E. Gross Receipts Tax.

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

ARTICLE V. OWNERSHIP OF PLANS AND DOCUMENTS: RECORDS

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

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

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

ARTICLE VI. CONTRACT TIMES

The Engineer's work for the administration construction services provided for the project will be completed and ready for final payment within 120 calendar days of the date in the Notice to Proceed. The Engineer's work for the Construction Phase shall

correspond to the time allowed for construction and shall be completed within 30 days of the Contractor completing work. No work shall commence before the Notice to Proceed is issued. Furthermore, this Contract does not take effect and is not valid unless and until it is accepted and approved by the City of San Luis.

ARTICLE VII. TERMINATION

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

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

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

ARTICLE VIII. ASSIGNMENT

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

ARTICLE IX. CONFLICT OF INTEREST

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

ARTICLE X. INDEMNITY

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

ARTICLE XI. INSURANCE

A. The Engineer agrees to procure and maintain at its expense until final payment by the City for services covered by this Agreement, insurance in the kinds and amounts provided below with insurance companies authorized to do business in the State of Arizona, covering all operations under this Agreement, whether performed by it or its agents. Before commencing the work, the Engineer shall furnish to the City a certificate or certificates in form satisfactory to the City, showing that it has complied with this paragraph. All certificates shall provide that the policy shall not be changed or cancelled until forty-five days' prior written notice shall have been given to the City. Kinds and amounts of insurance required are as follows:

a. Workmen's Compensation Insurance.

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

b. Liability Insurance.

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

ARTICLE XII. DISCRIMINATION PROHIBITED

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

ARTICLE XIII. ADMINISTRATION OF AGREEMENT

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

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

The City of San Luis

By: _____
Tadeo Azael De La Hoya, City Manager

APPROVED AS TO FORM:

By: _____
Kay Macuil, City Attorney

James Davey and Associates, Inc.

By: _____
James Davey, Owner

EXHIBIT I. DUTY OF ENGINEER

The Engineer shall render professional engineering services as described below:

A. Basic Services

1. The Construction Phase

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

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

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

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

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

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

g. Prepare reproducible “as built” drawings to reflect construction as actually accomplished**.**

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

B. Special Services

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

C. Performance

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

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

2. The Engineer shall submit:

a. Final construction contract documents ready for bid.

b. “As built” drawings after satisfactory completion of the Project.

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

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

Proposal for Engineering Services
City of San Luis
Price Center - Roof Replacement Project Construction Administration

Prepared by: James Davey and Associates, Inc.

December 11, 2017

Item	Description	Principal Engineer	Direct Costs	Comments
Price Center Roof Replacement				
1	Project Management	4		
2	Bidding Assistance	8	$4,500	JDA to advertise and attend pre-bid meeting and bid opening. Sternco to attend meetings, respond to RFI's and prepare addenda. See Sternco proposal.
3	Construction Inspection and Administration	8	$14,500	JDA to attend preconstruction meeting and to process pay estimates. Sternco to attend preconstruction meeting, review submittals, respond to RFI's and perform up to 5 inspections. See Sternco proposal.
			$800	Rob Campbell to review structural submittals, respond to RFI's and conduct site inspection. See RCSE proposal.
4	Project Closeout - Prepare Record Drawings	8		JDA to assist with final payments and project closeout paperwork. Sternco to attend final walk through inspection, prepare punch lists, and prepare record drawings based on contractor supplied redlined plans. See Sternco proposal.
	Total Estimated Hours	28	$19,800	
	Hourly Rates	$140	x 1.05	
	Subtotals	$3,920	$20,790	
	TOTAL FEE ESTIMATE		$24,710	

engineers, inc.
STERNCO
202 S. 1st Ave., Suite 205
Yuma, Arizona 85364
Phone: (928) 782-3601
Fax: (928) 782-1088
www.sterncoengineers.com

An Agreement for the Provision Of Limited Engineering Services

CLIENT:	James Davey and Associates, Inc.	ATTN:	Jim Davey
ADDRESS:	1025 W 24th Street, Ste 2 Yuma, AZ 85364	PHONE: EMAIL:	928-782-7926 jdavey@jdacivil.com

DATE: 12/07/17
QUOTE #: Q2017-11-008
PROJECT NAME/LOCATION: Price Center Roof CA Services / San Luis, AZ

SCOPE/INTENT AND EXTENT OF SERVICES: Construction Administration/Construction Review services for Sternco Job no. 3478. Scope per email received 11/16/17and understood as follows:

- Bidding, Award, Change Orders, Payments – coordinate with JDA
- Bidding Assistance
  - Attend pre-bid meeting and bid opening meetings: (2) total
  - Respond to RFIs and prepare addenda as needed
- Construction Review
  - Attend Pre-construction Meeting
  - Review submittals
  - Respond to RFIs
  - Inspect the work in progress at the following intervals: (5) max
    - During removal of existing roofing
    - At completion of removals/prior to installation of new roofing
    - During installation of new roofing
    - At completion of new roofing installation
- Project Closeout
  - Attend final walk-thru
  - Prepare Record Drawings Mylar plans based on contractor redlines, Printing by JDA

FEE ARRANGEMENT:		
	Bidding Effort	$ 4,500
	Construction Review, Project Closeout	$ 14,500
	Total Fees	$ 19,000

RETAINER AMOUNT: Ø

SPECIAL CONDITIONS: This quote is project and scope specific. Any changes to the project scope will require a revision to this quote and/or a change order. Documents will be delivered via email in pdf format. Included services are indicated in the scope above and checkboxes below. Unless indicated as described, all other services are excluded from this fee agreement. The pricing provide above is valid for 30 days.

☒ Reproductions provided as a reimbursable cost	☒ Travel – site visits to projects outside of Yuma	☒ Site Inspections or Observations
☐ Plan check responses	☐ Photometric Calcs – see scope	☐ Special Inspections
☐ Permit processing/management through AHJ	☐ Pre-development Meeting with AHJ	☒ Answers to RFI's
☐ Complete PM of sub-consultants	☒ As-Builts (CAD work)	☒ Submittal Review – (1) re-submittal only. Additional reviews will be billed hourly.
☐ Power Co. Coord.	☐ Dry Utilities Co. Coord.	☐ Wet Utilities Co. Coord./UME

THE TERMS AND CONDITIONS ON THE LAST PAGE ARE PART OF THIS AGREEMENT. THE SIGNATURE BELOW CONSTITUTES STERNCO'S INTENTION TO PROVIDE SERVICES AS STATED IN THIS AGREEMENT. ANY NOTES OR MODIFICAITONS TO THIS AGREEMENT MUST BE INITALED BY THE AUTHOR.

Offered by: _____ 12/07/17
(Signature and date)
John R. Sternitzke, P.E.
(Printed name and title)

Accepted by: _____
(Signature and date)
_____
(Printed name and title)

TERMS AND CONDITIONS

Sternco Engineers, Inc. shall perform only the services outlined in this agreement for the quoted fee and arrangement.

Access To Site: Sternco Engineers, Inc. shall have full access to the site/project for such inspections, testing, site review, or any other activities deemed appropriate by Sternco Engineers, Inc. for the performance of its services. Although Sternco Engineers, Inc will take precautions to minimize damage to the site/project, Sternco Engineers, Inc. shall not be responsible for any damage to the site/project related to Sternco Engineers, Inc. services.

Fee: The quoted fee, unless stated as a fixed fee is only a professional estimate and shall not be exceeded by more than ten percent without written approval of the client. Where the fee arrangement is based on an hourly basis, the rates shall be as follows:

Principal: $150.00/hr	Senior Engineer: $90.00/hr	Project Engineer: $70.00/hr	Designer 1: $80.00/hr
Designer 2: $55.00/hr	CAD Drafting: $55.00/hr	Admin/Clerical: $35.00/hr	

Billings/Payments: Invoices for Sternco Engineers, Inc. services shall be submitted, at Sternco Engineers, Inc. option, upon completion of such services, or on a monthly basis. Invoices shall be paid in full no later than 30 days after the invoice date. If the invoice is not paid in full within 30 days, Sternco Engineers, Inc may, without waiving any claim or right against the client, and without liability whatsoever to the client, terminate this agreement. Retainers shall be credited on the final invoice. Standard Invoice shall prevail Details of billings are generally not provided and if requested, shall be done prior to engagement, and included as a part of this agreement.

Late Payments: Accounts unpaid 30 days after the invoice date may be subject to a monthly service charge of 1.5% (18% per annum) on the unpaid balance, at the sole election of Sternco Engineers, Inc. In the event any portion of an account remains unpaid 60 days after the invoice date, the client shall pay all costs of collection, including Sternco Engineers, Inc. reasonable attorney's fees.

Indemnification: The client shall defend, indemnify and save and hold harmless Sternco Engineers, Inc., its personnel and agents from and against any and all claims, lawsuits, damages, losses and expenses (including reasonable attorney's fees) arising out of, or resulting from, the performance of the services, if such claim, lawsuit, damage, loss or expense is alleged to be caused in whole, or in part, by the actions or conduct of the client, its agents (except Sternco Engineers, Inc.) or anyone for whose acts client or its agents may be liable.

Risk Allocations: In recognition of the relative risks, rewards and benefits of the project to both the client and Sternco Engineers, Inc., the risks have been allocated such that the client agrees that to the fullest extent permitted by the law, Sternco Engineers, Inc. total liability to the client for any and all injuries, claims, losses, expense, damages or claim expenses whatsoever arising out of this agreement from any cause or causes whatsoever, shall not exceed two times Sternco Engineers, Inc. actual fee or $50,000, whichever sum is less. Such causes include, but are not limited to, Sternco Engineers, Inc. negligence, errors, omissions, strict liability, breach of contract, or breach of any warranty.

Termination of Services: This agreement may be terminated by the client or Sternco Engineers, Inc. should the other fail to timely perform its obligations hereunder. Prior to termination of this agreement, the non-breaching party shall provide 5 days advance written notice to the breaching party specifying the breach and that the agreement shall terminate if the breach is not completely corrected within 5 days. In the event of termination, the client shall pay the firm for all services rendered to the date of termination, al reimbursable expenses and reimbursable termination expenses.

Ownership of Documents: All documents produced or reviewed and sealed by Sternco Engineers, Inc. under this agreement shall remain the property of Sternco Engineers, Inc. and may not be used by the client for any other project or for any other purpose without the prior written consent of Sternco Engineers, Inc.

Responsibility for Design: It is neither practical nor customary for Sternco Engineers, Inc. to include all construction details in plans and specifications. Typically Sternco Engineers, Inc. or an individual who is under the direct supervision of Sternco Engineers, Inc. may be required for construction review. Construction review by Sternco Engineers, Inc. permits Sternco Engineers, Inc. to identify and correct problems at low cost. Construction review is generally considered an essential element of a complete design professional service. If Sternco Engineers, Inc. is not directed to provide construction review, the client agrees Sternco Engineers, Inc. shall not be held responsible for any design problems or omissions or any loss or damages resulting there from.

Productivity Clause: For the purpose of this agreement, it is understood client shall deliver to Sternco Engineers, Inc. complete base sheets, floor plans, architectural, details, reflected ceiling plans, wall sections, building sections, related documents and any other documents requested by Sternco Engineers, Inc. Sternco Engineers, Inc. quoted fee is based upon productive use of time as quoted. If changes in the architectural program should occur, in addition to the quoted fee, Sternco Engineers, Inc. shall invoice the client hourly, per the rate schedule for those extra costs.

Applicable Laws: This agreement shall be governed by the laws of the State of Arizona and any action to enforce or interpret this agreement shall be commenced and completed in Yuma County, Arizona and not elsewhere. Each party specifically submits to the jurisdiction and venue in Yuma County, Arizona.

Entire Agreement: This agreement represents the entire agreement between Sternco Engineers, Inc. and client and may not be altered, modified or changed except by a written document dated and signed by both Sternco Engineers, Inc. and client.

Campbell STRUCTURAL

Robert L. Campbell Structural Engineer, P.C.

200 E. 16th Street, Suite 100
Yuma, Arizona 85364
Phone: (928) 726-2646
Fax: (928) 726-2629

Robert L. Campbell, P.E., S.E.
Consulting Structural Engineer
e-mail: rob@campbellstructural.com

Client: **James Davey and Associates, Inc.**

Date: **November 16, 2017**

Project Name/Location: **San Luis Price Center Construction Phase Services**

Scope / Intent and Extent of Services:

The following scope of services is for the San Luis Price Center Roofing Replacement project, structural drawings sealed 1/23/2017:

1. Review structural submittals.
2. Respond to contractor structural RFI's
3. One site visit during construction for the purposes of structural observation.

Fee Arrangement:

Our fee for the scope of services will be $800.00 (Eight Hundred Dollars).

THE TERMS AND CONDITIONS ON PAGE 2 OF THIS FORM ARE A PART OF THIS AGREEMENT.

Offered by:

Robert L Campbell 11/16/2017
Signature/Date

Robert L. Campbell, P.E., S.E.
Printed Name/Title

Accepted by:

_____
Signature/Date

_____
Printed Name/Title

_____
Name of Company

TERMS AND CONDITIONS

Robert L. Campbell Structural Engineer, P.C., hereafter referred to as RCSE, shall perform the services outlined in this agreement for the stated fee arrangement.

Access To Site: Unless otherwise stated, RCSE will have access to the site for activities necessary for the performance of the services. RCSE will take precautions to minimize damage due to these activities, but have not included in the fee the cost of restoration of any resulting damage.

Fee: The total fee, unless stated as a fixed fee, shall be understood to be an estimate and shall not be exceeded by more than ten percent without written approval of the client. Where the fee arrangement is to be on an hourly basis, the rates shall be as follows:

Principal Engineer:	$160.00/hr	Project Engineer (Reg. P.E.):	$100.00/hr	
Design Engineer:	$ 80.00/hr	CAD Drafting:	$70.00/hr	Special Inspector: $70.00/hr

Billings/Payments: Invoices for the services of RCSE shall be submitted, at RCSE's option, either upon the completion of such services or on a monthly basis. Invoices shall be payable within 30 days after the invoice date. If the invoice is not paid within 30 days, RCSE may, without waving any claim or right against the client, and without liability whatsoever to the client, terminate the performance of the service. Retainers shall be credited on the final invoice.

Late Payments: Accounts unpaid 60 days after the invoice may be subject to a monthly service charge of 1.5% on the then unpaid balance (18.0% true annual rate), at the sole election of RCSE. In the event any portion or all of an account remains unpaid 90 days after the billing, the client shall pay all costs of collection, including reasonable attorney's fees.

Indemnification: The client shall indemnify and hold harmless RCSE and all of its personnel from and against any and all claims, damages, losses, and expenses (including reasonable attorney's fees) arising from the performance of the services, provided that any such claim, damage, loss, or expense is caused in whole or in part by the negligent act, omission, and/or strict liability of the client, anyone directly or indirectly employed by the client (except RCSE), or anyone for whose acts any of them may be liable.

Risk Allocation: In recognition of the relative risks, rewards, and benefits of the project to both the client and RCSE, the risks have been allocated such that the client agrees that, to the fullest extent permitted by law, RCSE's total liability to the client for any and all injuries, claims, losses, expenses, damages, or claim expenses arising out of this agreement from any cause or causes, shall not exceed ten times our fee or $50,000, whichever is less. Such causes include, but are not limited to, RCSE's negligence, errors, omissions, strict liability, breach of contract, or breach of warranty.

Termination of Services: This agreement may be terminated by the client or RCSE should the other fail to perform its obligations hereunder. In the event of termination, the client shall pay the firm for all services rendered to the date of the termination, all reimbursable expenses, and reimbursable termination expenses

Ownership of Documents: All documents produced or reviewed and sealed by RCSE under this agreement shall remain the property of RCSE and may not be used by the client for any other endeavor without the written consent of RCSE.

Responsibility for Design: It is agreed that it is neither practical nor customary for RCSE to include all construction details in plans and specifications, creating a need for interpretation in the field by RCSE or an individual who is under the direct supervision of RCSE. It is also understood that construction review permits RCSE to identify and correct quickly and at comparatively low cost professional errors or omissions that are revealed through construction, or errors or omissions committed by others due to other causes. For the foregoing reasons, construction review is generally considered an essential element of a complete design professional service. Accordingly, if you direct RCSE to <u>not</u> provide construction review, RCSE will not be responsible for any of RCSE's acts, errors or omissions, except for those consequences which, it reasonably could be concluded, RCSE's review services would not have prevented or mitigated.

Applicable Laws: Unless otherwise specified, this agreement shall be governed by the laws of the State of Arizona

AGENDA ITEM REVIEW FORM

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

Meeting Date: 01/10/2018

Department Head: Carlos Cortes, Assistant Director of Finance, Finance Department

Submitted By: Jorge Perez, Billing & Collections Manager, Finance Department, Billing & Collections

Action Requested: Motion
Ordinance - 2nd Reading

ITEM:

Discussion and possible action on any and all matters regarding Second Reading of Ordinance No. 375. An ordinance of the Mayor and City Council of the City of San Luis, Arizona, amending subsection 51.12(C) of City Code, rates and charges for sewage collection and disposal rates and charges by amending provisions regarding liens and provisions for enforcement of liens; repealing any conflicting provisions; and providing for severability. **(Jorge Perez, Billing & Collections Manager)**

A. Approval of Second Reading of Ordinance No. 375 by title only
(City Clerk to read ordinance by title only)
B. Action on Ordinance No. 375

SUMMARY:

Background

San Luis provides sewer service (but not water service) for a number of accounts in Gadsden. Sewer service without water service creates unique problems in Gadsden that we do not have for utility services in the City of San Luis. If an account is delinquent in the city, the city may shut off the water and the account holder will then pay the bill. In Gadsden, we cannot shut off the water because the city does not provide the water there. The Gadsden accounts will go years without paying the charges. What we do is impose a lien on the real property, and then foreclose the lien. The lien and foreclosure process is time-consuming and depending on the particular case, can be a costly process.

The City Code Subsection 51.12(C) and A.R.S. §9-511.02 allows for liens on the property. Our City Code provision conflicts in some parts of the state statute. As a result what we have been doing is following the state statutory provisions if the City Code conflicts. Our code does not provide for, nor does the statute prohibit, the collection of our costs which will involve 1) recording fees at the County Recorder; 2) title search fees for a title search if a foreclosure action occurs; and 3) process server fees. State law allows recovery of these fees in a contested action arising out of contract, and are normally assessed and part of regular foreclosure actions in court. We have begun actual foreclosure twice on one property owner, who keeps getting behind. We now have multiple other properties owing more than $30,000.00 in total, several owe more than $3,000.00.

The attached ordinance does several things:

(1) It brings our code into strict conformance with state law. It makes sure the notice provisions prior to the filing of lien comply and provides the property owner with a right of hearing if they disagree with the charges on the account or whether their property should be subject to a lien.

(2) It provides that a recorded lien is behind all other previously recorded liens. (This is a state law requirement.)

(3) It allows for the recovery of legal interest. (Allowed by state statute) It provides that the city can recover its costs which can include a reasonable attorney's fee. The recorded lien secures those costs.

This ordinance does not propose new fees or charges for fees or services. As a result, it need not go through the rate hearing process. Recovery of costs involved in the collection of delinquent fees and charges for service differs from a fee or charge for service.

RECOMMENDATION / SUGGESTED MOTION:

A. I MOVE TO APPROVE SECOND READING OF ORDINANCE NO. 375 BY TITLE ONLY

(City Clerk to read Ordinance No. 375 by title only)

B. I MOVE TO APPROVE AND ADOPT ORDINANCE NO. 375

Supporting information not attached to the Agenda Item Review Form:

NA

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:	No
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):

This ordinance formalizes the city's procedures to collect money due to the city.

Attachments

Ordinance No. 375

OFFICE OF THE
MAYOR
CITY OF SAN LUIS

Ordinance

No. 375

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF THE CITY OF SAN LUIS, ARIZONA, AMENDING SUBSECTION 51.12(C) OF CITY CODE, RATES AND CHARGES FOR SEWAGE COLLECTION AND DISPOSAL RATES AND CHARGES BY AMENDING PROVISIONS REGARDING LIENS AND PROVISIONS FOR ENFORCEMENT OF LIENS; REPEALING ANY CONFLICTING PROVISIONS; AND PROVIDING FOR SEVERABILITY

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

Section 1. Subsection 51.12(C) of the Code of Ordinances of the City of San Luis, Arizona, is hereby amended to read as follows:

(C) (1) Each charge or fee levied by or pursuant to this chapter is a lien upon the real property of the user to whom service is supplied, or who is required to connect to the sewer system. The lien shall attach immediately upon the provision of service, or 60 days subsequent to the availability of the service to the user who is required to connect to the system and who fails to do so pursuant to the provisions of this chapter. If a charge or fee is not paid within 90 days after it becomes due and payable, the city may issue a notice and claim a lien setting forth:

(a) The name of the user owing the charge or fee;

(b) The amount owed;

(c) The penalty accrued, if any;

(d) The period for which it is due; and

(e) A statement that the city claims a lien therefore and a description of the property subject to the lien.

(2) When the lien is filed, the cost of preparing, processing and releasing the lien shall be added to the charges then due.

(3) Unpaid charges or fees shall bear interest at the rate prescribed by A.R.S. §44-1201.

(4) Prior to the filing of a lien for any fee or connection charge levied pursuant to this chapter, a copy of a statement of the delinquency shall be delivered by return mail to the person or persons last known to be the owner of the property, demanding payment of the amount due, informing the owner of the proposed filing of a lien, and informing the owner of an opportunity for a hearing before a designated city official. If the amount declared due is not paid within 20 days after demand, a notice and claim of lien may be filed by the city. The lien shall be recorded in the office of the County Recorder, and from the date of the recording shall be a lien against the lot or tract of land upon which service was rendered until it is paid.

(5) If requested in writing by an owner of the property subject to the statement of delinquency as provided by subsection 51.C.3 above, a hearing shall be held before a hearing officer designated by the City Manager to adjudicate any contested fees or charges or to determine whether good cause exists why a lien against the property should not be filed. Said request for hearing must be filed with the City Clerk within twenty (20) days of the date of the statement of delinquency, and must provide an address and phone number where notice of the time and date of hearing can be given.

(6) The liens shall be subject to and inferior to all prior recorded mortgages and encumbrances of record. A sale of the property to satisfy a lien obtained under provisions of this section shall be made upon judgement of foreclosure and order of sale. The City Attorney may institute any action to enforce the lien in any court of appropriate jurisdiction in the county at any time after recording of the lien. The City shall be entitled to recover its costs, including costs for any record search, and reasonable attorney fees involved in any collection, enforcement action, or foreclosure involving fees or charges that may be due. Said costs and fees shall be additionally secured by any lien that has been filed. A prior lien for the purpose provided in this section shall not be a bar to a subsequent lien or liens for the purposes, and any number of liens on the same lot or tract of land may be enforced in the same action. The amount owing may also be collected by a civil suit instituted in the name of the city by the City Attorney at any time after the amount becomes delinquent.

(7) Notwithstanding any other provisions to the contrary, the remedies provided by this section shall be cumulative and supplemental to other remedies provided under this chapter.

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

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

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:

_____
Sonia Cornelio, City Clerk

APPROVED AS TO FORM:

_____
Kay Marion Macuil, City Attorney

AGENDA ITEM REVIEW FORM

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

Meeting Date: 01/10/2018

Department Head: Carlos Cortes, Assistant Director of Finance, Finance Department

Submitted By: Jorge Perez, Billing & Collections Manager, Finance Department, Billing & Collections

Action Requested: Motion
Ordinance - 1st Reading

ITEM:

Discussion and possible action on any and all matters regarding First Reading of Ordinance No. 376. An ordinance of the Mayor and City Council of the City of San Luis, Arizona, amending Chapter 50 of the code of the City of San Luis, Arizona regarding solid waste collection and removal services; repealing any conflicting provisions; and providing for severability. **(Jorge Perez, Billing & Collections Manager)**

A. Approval of First Reading of Ordinance No. 376 by title only
(City Clerk to read ordinance by title only)

SUMMARY:

Background

The City of San Luis provides solid waste collection and disposal service for a number of residential and some commercial (95-Gallon containers only) accounts. Years ago, the city approved the purchase of 90-gallon containers and new automatic pickup systems to be installed to our solid waste trucks to improve the collection process. Although the purchase was approved, the formal solid waste collection procedure was not amended in the City Code. The city has adopted resolutions to impose new solid waste collection rates, but processes and procedures have remained the same in the City Code.

This ordinance does several things:

1. It brings our City Code up to date regarding standard operation procedures (SOPs) pertaining to solid waste collection and disposal.
2. It provides clear guidelines for preparation of solid waste for collections.
3. It provides details about rate schedule, discontinuance of services, collection hours, and other methods of solid waste removal.

This ordinance does not propose new fees or change for fees or services. As a result, it does not need to go through the rate hearing process.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO APPROVE FIRST READING OF ORDINANCE NO. 376 BY TITLE ONLY
(City Clerk to read Ordinance No. 376 by title only)

Supporting information not attached to the Agenda Item Review Form:

N/A

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:	No
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):

This ordinance formalizes the city's procedures to collect/pickup solid wastes.

Attachments

Ordinance No. 376

Exhibit A

Ordinance

OFFICE OF THE
MAYOR
CITY OF SAN LUIS

No. 376

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF THE CITY OF SAN LUIS, ARIZONA, AMENDING CHAPTER 50 OF THE CODE OF THE CITY OF SAN LUIS, ARIZONA REGARDING SOLID WASTE COLLECTION AND REMOVAL SERVICES; REPEALING ANY CONFLICTING PROVISIONS; AND PROVIDING FOR SEVERABILITY

WHEREAS, Chapter 50 of the Code of the City of San Luis, Arizona regarding solid waste collection and removal services (other than minor amendments in 1982 and 1996) has not been updated since 1980; and

WHEREAS, the City of San Luis desires its Ordinances to reflect the current procedures and innovations in solid waste collection and removal;

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

Section 1: Chapter 50 of the Code of the City of San Luis, Arizona is amended to read as provided in Exhibit A attached to this Ordinance which is incorporated into this Ordinance by this reference.

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

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

[Signature page follows]

PASSED AND ADOPTED by the Mayor and City Council of City of San Luis, Arizona, on this _____ day of _____, 2018.

_____
Gerardo Sanchez, Mayor

ATTEST:

_____
Sonia Cornelio, City Clerk

APPROVED AS TO FORM:

_____
Kay Marion Macuil, City Attorney

Exhibit A

CHAPTER 50: SOLID WASTE

Solid Waste Collection

50.01 Definitions
50.02 Collection agency
50.03 Collection hours
50.04 Rates
50.05 Discontinuance of services

Preparation of Solid Waste for Collection

50.20 Preparation of Solid Waste
50.21 Location for pick up
50.22 Lids and covers
50.23 Use of Containers

Other Methods of Solid Waste Removal

50.35 Hauling Solid Waste
50.36 Vehicles and receptacles to be spill-proof
50.37 Spilled Solid Waste
50.38 Dumping Solid Waste

SOLID WASTE COLLECTION

§ 50.01 DEFINITIONS.

For the purpose of this chapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

CONTAINER means container furnished by the City for the purpose of holding Solid Waste for the City's regular Solid Waste collection service. Container does not include dumpsters.

HAZARDOUS WASTE means material to be discarded whether solid, semi solid, liquid, or contained gases which because of its quantity, concentration or physical, chemical or infectious characteristics pose a substantial present or potential hazard to human health or the environment or any other material deemed to be Hazardous Waste under Arizona or Federal laws.

GARBAGE means organic waste, discarded material that can rot. Examples of garbage include but are not limited to food waste, animal waste, and grass clippings. Garbage does not include human waste, sewage or "Hazardous Waste" as defined in this Chapter.

SOLID WASTE means any discarded solid waste commonly called trash, rubbish, or refuse including "Garbage" as defined in this Chapter. Solid Waste does not include human waste, sewage or "Hazardous Waste" as defined in this Chapter.

§ 50.02 COLLECTION AGENCY.

The City, or other collectors authorized by the City, shall collect all residential Solid Waste within the City limits. No person, except as provided in this chapter, shall collect or gather residential Solid Waste within the City. The City may collect Solid Waste from commercial properties within the City if the commercial property owner, tenant, or authorized occupant opts for a residential sized Container for Solid Waste and the residential sized Container is appropriate for the volume and character of the Solid Waste the commercial property generates. The City shall not provide regular Solid Waste collection service for commercial properties and construction activities which are inappropriate for a residential sized Container.

§ 50.03 COLLECTION HOURS.

The hours of collection of Solid Waste shall be designated by the Council by resolution or order.

§ 50.04 RATES.

City Council shall by resolution, from time to time, fix the rates and classifications for Solid Waste collection within the City and shall make other rules and regulations as may be necessary to properly administer and enforce this chapter.

§ 50.05 DISCONTINUANCE OF SERVICES.

In the event an account shall become one month delinquent in payment of the fees for Solid Waste collection, the City, in addition to all legal remedies, may discontinue Solid Waste removal. Solid Waste service accounts follow the same delinquency procedures as the city's Water Service and Waste Water Service.

PREPARATION OF SOLID WASTE FOR COLLECTION

§ 50.20 PREPARATION OF SOLID WASTE.

All Solid Waste shall be prepared for collection or disposed of as follows:

(A) *Solid Waste Containers.* The City shall furnish Containers for the holding and collection of all Solid Waste intended for collection by the City. The City's customers shall keep the Containers in good repair and in a sanitary condition. The Containers are City property. The City will replace Containers which are found to be no longer serviceable through normal wear and tear free of charge. The City will replace Containers which are found to be no longer serviceable due to the City's customer's negligent care, maintenance in an unsanitary condition, misuse, or intentional damage for a fee. Said fee will be set by resolution of City Council from time to time. The City will replace for the same fee any Container lost or stolen during a City's customer's care. There is a fee for the container which is set by resolution of City Council from time to time.

(B) *Garbage (Solid Waste which is organic and can rot).* Garbage (as defined in this Chapter) shall be placed in a leak-proof plastic bag before putting it in the Container. Examples of Garbage include but are not limited to food waste, animal waste, grass clippings, etc.

(C) *Fit inside the Container.* The City shall only collect Solid Waste that fits inside the Container. The City shall not collect any material set outside the Container. Discarded boxes shall always be flattened (cut or folded) so that they fit inside the Container.

(D) *No hot material and no liquids.* Hot materials shall not be placed in the Container including but not limited to coals from barbeque which are still hot. No liquids shall be placed in the Container.

(E) *No overloading with heavy material.* Heavy items which will overload the Container shall not be placed in the Container. Example of such heavy materials include but are not limited to concrete, bricks, stone, lumber, soil, tree trunks, auto parts, etc. The City's customer may haul such material to a landfill or request a special pick-up service from the City to collect it for a fee which City Council sets by resolution from time to time.

(F) *By-products.* Any commercial or manufacturing establishment which, by the nature of its operations, creates an unusual amount of by-product Solid Waste, may be required by the City to dispose of its own waste as opposed to having the City provide the service.

(G) *Hazardous Waste.* Hazardous Waste shall not be placed in the Container. Examples of Hazardous Waste include but are not limited to paint, spray cans, gasoline, petroleum oils, etc. The City's customers shall properly dispose of Hazardous Waste at a Hazardous Waste site. At the discretion of City staff, the City may from time to time provide a program of Hazardous Waste collection.

(H) *Construction or landscaping debris*. Waste soil, concrete, masonry blocks, sod, rocks and other construction or landscaping debris shall be hauled to a landfill or disposed of legally and properly by the owner, tenant or legally authorized occupant of the premises.

§ 50.21 LOCATION FOR PICK UP.

All Solid Waste in a Container ready for City collection shall be placed after 6:00 p.m. of the night before the regular collection day and no later than 6:00 a.m. the day of collection. Containers shall be placed at the edge of the curb with the front of the Container facing the street and at least ten (10) feet away from any object including parked cars. All Containers shall be so located so as to not block the street, sidewalk, gutter, or otherwise be a hazard to pedestrian or vehicular traffic. Containers shall be removed from the curb by 9:00 p.m. of the day of collection.

§ 50.22 CONTAINER LIDS.

The lids of all Containers shall, at all times, be kept secure so to prevent animals and insects accessing the contents. The lids shall only be opened while the Container is being filled, emptied or cleaned.

§ 50.23 USE OF CONTAINERS.

It is unlawful for any person to place, or cause to be placed, any Solid Waste in any Container that the City has not assigned to that person.

OTHER METHODS OF SOLID WASTE REMOVAL

§ 50.35 HAULING SOLID WASTE.

It is unlawful for any person to haul, or cause to be hauled, any Solid Waste on or along any public street, avenue or alley in the City in violation of any of the provisions of this chapter.

§ 50.36 VEHICLES AND RECEPTACLES TO BE SPILL-PROOF.

It is unlawful for any person to haul, or cause to be hauled, on or along any public street in the City any Solid Waste, unless the Solid Waste is contained in strong watertight vehicles or vehicles with watertight receptacles, constructed to prevent any Solid Waste from falling, leaking or spilling and any odor from escaping.

§ 50.37 SPILLED SOLID WASTE.

Any person hauling any Solid Waste along the streets of the City shall immediately replace in the conveyance used for the hauling any Solid Waste which may fall upon any street.

§ 50.38 DUMPING SOLID WASTE.

It is unlawful for any person to place, or cause to be placed, any Solid Waste upon any public or private property within the City, except as specifically permitted in this chapter.

§ 50.39 SPECIAL EVENT SERVICE.

The City has a special event solid waste removal service within the City, for a fee to be established from time to time by resolution. At the location of the event, on the business day before the event, the city will drop off one or more ninety-five-gallon containers. The City will pick-up the containers on the business day following the event. This service is available for events that are no more than five days in duration. The fee will be charged to the solid waste account if the customer has one. If the customer does not have a solid waste account, then it will be invoiced through the Public Works Department of the City.

AGENDA ITEM REVIEW FORM

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

Meeting Date: 01/10/2018

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

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

Action Requested: Motion
Resolution

ITEM:

Discussion and possible action on any and all matters regarding Resolution No. 2027. A resolution of the Mayor and City Council of the City of San Luis, Arizona, declaring as a public record certain documents filed with the City Clerk titled "Wireless Facilities Standard Terms and Conditions", "Wireless Provider Right of Way License Agreements" and "2018 City of San Luis Design Standards, Concepts and Requirements for Small Wireless Facilities in the Right-of-Way" and declaring an emergency. **(Kay Marion Macuil, City Attorney)**

SUMMARY:

This resolution makes various documents related to the regulation of small wireless facilities in the right-of-way public records so that they may be enacted by reference in Ordinance No. 377, which will be considered following this agenda item. Due to the volume of documents, this will also save the city from publication costs in the newspaper.

New state legislation (HB 2365) allows small cell wireless facilities to be installed in all zoning districts by right and on public streets and city-owned light poles. The legislation allows cities to create regulations and license agreements but cities must do so by February 9, 2018.

To make the February 9, 2018, deadline, staff is requesting that this resolution pass as an emergency measure.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO APPROVE AND ADOPT RESOLUTION NO. 2027

Supporting information not attached to the Agenda Item Review Form:

N/A

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:	No
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 to declaring the documents referenced in this resolution public records.

Attachments

Resolution No. 2027

1 Std Terms and Conditions

2 License Agreements

3 Design Standards

OFFICE OF THE
MAYOR
CITY OF SAN LUIS

Resolution

No. 2027

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF SAN LUIS, ARIZONA, DECLARING AS A PUBLIC RECORD CERTAIN DOCUMENTS FILED WITH THE CITY CLERK TITLED "WIRELESS FACILITIES STANDARD TERMS AND CONDITIONS", "WIRELESS PROVIDER RIGHT OF WAY LICENSE AGREEMENTS" AND "2018 CITY OF SAN LUIS DESIGN STANDARDS, CONCEPTS AND REQUIREMENTS FOR SMALL WIRELESS FACILITIES IN THE RIGHT-OF-WAY" AND DECLARING AN EMERGENCY.

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

Section 1. That those certain documents titled "Wireless Facilities Standard Terms and Conditions"; "Wireless Provider Right of Way License Agreements" and "2018 City of San Luis Design Standards, Concepts and Requirements for Small Wireless Facilities in the Right-of-Way", three copies of which are on file in the office of the city clerk, are hereby declared to be a public record, and said copies are ordered to remain on file with the City Clerk

Section 2. Whereas, it is necessary for the preservation of the peace, health, safety and welfare of the City of San Luis, Arizona that provisions for wireless facilities as contained in the documents referred to above be adopted so that the construction within and use of the rights of way of the City of San Luis may be dealt with in manner consistent with other uses in the right of way. It is also necessary that provision for wireless communications can be made to address changes in technology and meet the deadlines imposed by the Arizona State Legislature. Further, the best interests of the city require the provisions of this resolution go into immediate effect. Therefore, an emergency is hereby declared to exist, and this Resolution shall become immediately operative and in force and effect from and after the date of its posting.

[Signature page follows]

PASSED, ADOPTED and APPROVED by the Mayor and City Council of the City of San Luis, Yuma County, Arizona this ____day of January 2018

Gerardo Sanchez, Mayor

ATTEST:

Sonia Cornelio, City Clerk

APPROVED AS TO FORM:

Kay Marion Macuil, City Attorney

WIRELESS FACILITIES STANDARD TERMS AND CONDITIONS

Exhibit B

WIRELESS FACILITIES STANDARD TERMS AND CONDITIONS

The Wireless Facilities Standard Terms and Conditions ("Standard Terms") are made and entered in this _____ day of _____, 2017, by the City of San Luis, an Arizona municipal corporation ("City").

STANDARD RECITALS

A. Various laws (the "Telecommunications Laws") authorize City to regulate its streets, alleys and public utility easements, and to grant, renew, deny, amend and terminate licenses for and otherwise regulate the installation, operation and maintenance of telecommunications systems. The Telecommunications Laws include, without limitation, the following:

1) Chapter 46 of the San Luis City Code entitled "Encroachments and Other Uses in the Public Right-of-Way" (the "Street Code"). San Luis City Code, Sec. 46-10, applies to a Wireless Provider, as defined in A.R.S. §9-591(26) ("Wireless Provider").

2) The San Luis City Code.

3) A.R.S. §§ 9-581 through 9-583, §§ 9-591 through 9-599 and other state and federal statutes.

4) The Constitution of the State of Arizona.

5) Other applicable federal, state and local laws, codes, rules and regulations.

6) City's police powers, its authority over public Right-of-way, and its other governmental powers and authority.

B. City owns public street and alley rights-of-way and public utility easements within the boundaries of the City of San Luis that are designated for use by utility companies for installation, operation and repair of water, electrical and other utilities pursuant to franchises, licenses or other agreements between utility companies and City (collectively the "Right-of-way").

C. City anticipates that one or more Wireless Providers may desire to locate antennas and immediately related equipment at various ("the Sites") within the Right-of-way.

D. The Standard Terms become effective as to each site as they are incorporated in the Wireless Provider Right-of-way License Agreement ("License Agreement") by reference. Except as otherwise stated, each License Agreement stands on its own.

E. The purpose of these Standard Terms is to:

1) Promote uniformity in the License Agreements and Wireless Facilities Site Permits ("Site Permits").

2) Streamline the preparation and administration of the License Agreement and Site Permits.

F. Because City's existing streetlight poles and traffic signed poles are not designed to safely support the additional weight and stress of Wireless Facilities, Wireless Providers shall be required to provide poles designed to support these facilities to replace existing poles prior to attaching Wireless Facilities.

STANDARD TERMS

I. DEFINITIONS

1. Definitions. For the purposes of the Standard Terms:

"Antenna" means communications equipment that transmits or receives electromagnetic radio frequency signals and that is used in providing wireless services.

"Base Use Fee" means the amount that the Company shall pay to City for each year of this license for use of City Right-of-way and City-owned Pole, as set out in the current fee schedule.

"Communications Equipment" means any and all electronic equipment at the Small Wireless Facility location that processes and transports information from the antennas to the Wireless Provider's network.

"Competing Users" means entities that own the water pipes, cables and wires, pavement, and other facilities which may be located within the Right-of-way. The Competing Users include without limitation, the City, the State of Arizona and its political subdivisions, the public, and all manner of utility companies and other existing or future users of the Use Areas.

"Encroachment Permit" means a permit issued pursuant to Chapter 46 of the San Luis City Code that allows the Wireless Provider to perform work in the Right-of-way and to install and operate improvements in the Right-of-way.

"FCC" means the Federal Communications Commission.

"FCC Rules" means all applicable radio frequency emissions laws and regulations.

"FCC OET Bulletin 65" means the FCC's Office of Engineering & Technology Bulletin 65 that includes the FCC Radio Frequency Exposure Guidelines.

"Ordinary Permit Use Fee" means the City's encroachment permit application, review and other fees related to the issuance of the permit.

"RF" means radio frequency.

"RF Letter" means a letter attesting to the Wireless Provider's compliance with FCC RF exposure guidelines from the Wireless Provider's senior internal engineer.

"Right-of-way" as defined for wireless sites in A.R.S. §9-591(18) means the area on, below or above a public roadway, highway, street, sidewalk, alley, or utility easement. Right-of-way does not include a Federal Interstate Highway, a state highway or state route under the jurisdiction of the Department

of Transportation, a private easement, property that is owned by a special taxing district, or a utility easement that does not authorize the deployment sought by the wireless provider.

"Site Documents" means the depiction of the use area, schematic plans and map showing location of the installation of the Wireless Facility in the Right-of-way, including but not limited to the title report of the use area, vicinity map, site plan, elevations, technical specifications and the cubic feet of the non-antenna wireless equipment.

"Small Wireless Facility" as defined in A.R.S. §9-591(19), means a Wireless Facility that meets both of the following qualifications:

(a) All antennas are located inside an enclosure of not more than six (6) cubic feet in volume or, in the case of an antenna that has exposed elements, the antenna and all of the antenna's exposed elements could fit within an imaginary enclosure of not more than six (6) cubic feet in volume.

(b) All other wireless equipment associated with the facility is cumulatively not more than twenty-eight (28) cubic feet in volume, or fifty (50) cubic feet in volume if the equipment was ground mounted before the effective date of this section. The following types of associated ancillary equipment are not included in the calculation of equipment volume pursuant to this subdivision:

(i) An electric meter.

(ii) Concealment elements.

(iii) A telecommunications demarcation box.

(iv) Grounding equipment.

(v) A power transfer switch.

(vi) A cutoff switch.

(vii) Vertical cable runs for the connection of power and other services.

"Supplemental Parcel Agreement" means an agreement authorizing the Wireless Provider to use property outside of the City's Right-of-way.

"Third Party Areas" means the portions of the Right-of-way, such as canal crossings or other areas that for any reason have limited Right-of-way dedications or that have regulatory use restrictions imposed by a third party.

"Violation Use Fee" means the types of fees that the City has available to remedy certain breaches of the License Agreement by a Wireless Provider.

"Wireless Facility" as defined in A.R.S. §9-591(22):

(a) Means equipment at a fixed location that enables wireless communications between user equipment and a communications network, including both of the following:

(i) Equipment associated with wireless communications.

(ii) Radio transceivers, antennas, coaxial or fiber-optic cables, regular and backup power supplies and comparable equipment, regardless of technological configuration.

(b) Includes small wireless facilities.

(c) Does not include the structure or improvements on, under or within which the equipment is collocated, wireline backhaul facilities, coaxial or fiber-optic that is between wireless support structures or utility poles or coaxial or fiber-optic cable that is otherwise not immediately adjacent to, or directly associated with, an antenna.

(d) Does not include Wi-Fi radio equipment described in Section 9-506, Subsection I or microcell equipment described in Section 9-584, Subsection E.

"Wireless Facilities Site Permit", also referred to herein as "Site Permit", means the permit authorizing the installation of Wireless Facilities at a specific site in the City's Right-of-way.

"Wireless Infrastructure Provider" as defined in A.R.S. §9-591(23) means any person that is authorized to provide telecommunications service in this state and that builds or installs wireless communications transmission equipment, wireless facilities, utility poles or monopoles but that is not a wireless service provider. Wireless Infrastructure Provider does not include a special taxing district.

"Wireless Provider" as defined in A.R.S. §9-591(24) means a Cable Operator, Wireless Infrastructure Provider or Wireless Services Provider.

"Wireless Provider Right-of-way License Agreement", also referred to herein as "License Agreement", means the license that incorporates the Standard Recitals and the Standard Terms for Wireless Providers to install and operate Wireless Facilities in the City's Right-of-way.

"Wireless Provider's Improvements" means all improvements installed by the Wireless Provider, including, but not limited to: all elements of the Wireless Facility, all screening elements, any landscaping plants or materials, and any other elements provided by the Wireless Provider in the approved License Agreement.

"Wireless Services" as defined in A.R.S. §9-591(25) means any services that are provided to the public and that use licensed or unlicensed spectrum, whether at a fixed location or mobile, using wireless facilities.

"Wireless Services Provider" as defined in A.R.S. §9-591(26) means a person that provides wireless services. Wireless Services Provider does not include a special taxing district.

"Wireless Support Structure" as defined in A.R.S. §9-591(27):

(a) Means:

(i) A freestanding structure, such as a monopole.

(ii) A tower, either guyed or self-supporting.

(iii) A sign or billboard.

(iv) Any other existing or proposed structure designed to support or capable of supporting small wireless facilities.

(b) Does not include a utility pole.

II. USE AREAS

2. Authority to Use Right-of-way. Upon approval of a License Agreement, City grants to Wireless Provider the right to install Wireless Facilities in the City's Right-of-way upon issuance of a Site Permit for each Use Area as set forth below:

2.1 Limitations. Notwithstanding anything herein to the contrary, the Use Areas include and are limited to only certain areas that Wireless Provider is permitted to exclusively use and occupy (the "Exclusive Areas") and certain areas that Wireless Provider is permitted to use on a shared basis (the "Shared Areas"). The Use Areas are defined by the Boundary Plan.

2.2 Use Areas Boundary. The Use Areas is the smallest geometric shape that includes the Exclusive Areas and the Shared Areas. The Use Areas excludes other parts of the Street Parcel and all other land. Wireless Provider shall not occupy or use any other portion of the Street Parcel or adjoining lands. An approved License Agreement or an issued Site Permit does not allow any use of land outside the Street Parcel. If any portion of Wireless Provider's work, improvement or equipment is to be located on other land, then such work, improvements and equipment are prohibited unless Wireless Provider first obtains from the owner of said land (including City, if applicable) an agreement allowing such work, improvements and equipment (a "Supplemental Parcel Agreement").

2.3 Exclusive Areas. The Exclusive Areas are limited to the following, if and as defined by the Boundary Plan:

2.3.1 The land area defined as "Enclosure" on the Boundary Plan to be used by Wireless Provider solely for the enclosure housing the electronic ground equipment shown on the Site Plan (the "Enclosure"). Such area is confined to the actual area occupied by the exterior structure and the interior of the enclosure. If the Boundary Plan does not show a clearly defined and correctly labeled "Enclosure" area, then no enclosure area is available for Wireless Provider's use under an issued Site Permit and any enclosure for Wireless Provider's use must be located outside the Street Parcel and authorized by a Supplemental Parcel Agreement.

2.3.2 The area on the Pole defined as "Antennas" on the Boundary Plan to be used by Wireless Provider solely for mounting the Antennas. Such area is confined to the City approved elevations and locations actually occupied by the Antennas and their supporting brackets. If the Boundary Plan does not show a clearly defined and correctly labeled "Antennas" area, then no main antennas area is available for Wireless Provider's use under an issued Site Permit and any main antennas for Wireless Provider's use must be located outside the Street Parcel and authorized by a Supplemental Parcel Agreement.

2.4 Shared Areas. Shared Areas are limited to the following areas, if and as defined by the Boundary Plan:

2.4.1 A motor vehicle Parking space (the "Parking Space") at the "Parking Space" location described on the Boundary Plan to be used by Wireless Provider solely for parking a service vehicle to service the Communications Equipment and for ingress and egress to that Parking Space.

2.4.2 No temporary construction area is provided by these Standard Terms or an issued Site Permit. Wireless Provider must obtain from City a separate written document giving Wireless Provider permission to work in the Right-of-way, as described elsewhere herein.

2.4.3 An underground cable route (the "Signal Route") labeled as the "Signal Route" described on the Boundary Plan from the Enclosure to the Antenna to be used by Wireless Provider solely for underground radio frequency lines between the Enclosure and the Antenna. Notwithstanding the preceding sentence, the portion of the Signal Route upon the Pole shall not be underground but shall be within the Pole. If the Boundary Plan does not show a clearly defined and correctly labeled "Signal Route" area, then no signal route area is available for Wireless Provider's use under these Standard Terms or an issued Site Permit and any signal route for Wireless Provider's use must be located outside the Street Parcel and authorized by a Supplemental Parcel Agreement.

2.5 Power and Telephone Service. Nothing herein grants permission for any portion of the power, telephone or other service routes, if any. (Use of the public street Right-of-way or public utility easements for these purposes, if any, is governed by normal City Right-of-way rules and policies and by the franchise between the City and the electrical and telephone service providers.)

2.6 Rights in Adjacent Land. Wireless Provider's rights are expressly limited to the real property defined as the "Use Areas" in an issued Site Permit. Without limitation, in the event any public Right-of-way or other public or private property at or adjacent to the Use Areas is owned, dedicated, abandoned or otherwise acquired, used, improved or disposed of by City, such property shall not accrue to Wireless Provider but shall be City's only.

2.7 Variation in Area. In the event the Use Areas consist of more or less than any stated area, Wireless Provider's obligations hereunder shall not be increased or diminished.

2.8 Condition of Title. Wireless Provider shall not have power to amend, modify, terminate or otherwise change the Site Documents or create new Site Documents.

2.8.1 City does not warrant its own or any other person's title to or rights to use the Use Areas or any other property.

2.8.2 Wireless Provider shall pay, indemnify, defend and hold harmless City and its agents and representatives of, from and against any and all claims, demands, damages, expenses, interest or penalties of any kind or nature whatsoever, including attorneys', arbitrators' and experts' fees and court costs that arise from or relate to Wireless Provider's non-compliance with the Site Documents.

2.9 Condition of Use Areas. The Use Areas are being made available in an "as is" condition without any express or implied warranties of any kind, including without limitation any warranties or representations as to their condition or fitness for any use.

2.10 No Real Property Interest. Notwithstanding any provision hereof to the contrary, and notwithstanding any negotiation, correspondence, course of performance or dealing, or other statements or acts by or between the parties, Wireless Provider's rights herein are limited to use and occupation of the Use Areas for the Permitted Uses. Wireless Provider's rights in the Use Areas are limited to the specific rights created herein as an approved License Agreement.

2.11 Reserved Right and Competing Users and Activities. Notwithstanding anything herein to the contrary, City specifically reserves to itself and excludes from an issued Site Permit a non-exclusive delegable right (the "Reserved Right") over the entire Use Areas for all manner of real

and personal improvements and for streets, sidewalks, trails, landscaping, utilities and every other land use of every description. Without limitation:

2.11.1 Competing Users. Wireless Provider accepts the risk that City and others (the "Competing Users") may now or in the future install their facilities in the Use Areas in locations that make parts of the Right-of-way unavailable for Wireless Provider's use.

2.11.2 Competing Activities. Wireless Provider accepts the risk that there may now or in the future exist upon the Use Areas all manner of work and improvements upon the Use Areas (the "Competing Activities"). The Competing Activities include without limitation any and all laying construction, erection, installation, use, operation, repair, replacement, removal, relocation, raising, lowering, widening, realigning or other dealing with any or all of the following, whether above, upon or below the surface of the Use Areas and whether occasioned by existing or proposed uses of the Right-of-way or existing or proposed uses of adjoining or nearby land:

2.11.2.1 All manner of streets, alleys, sidewalks, trails, ways, traffic control devices, subways, tunnels, trains and gates of every description, and all manner of other transportation facilities and their appurtenances.

2.11.2.2 All manner of pipes, wires, cables, conduits, sewers, pumps, valves, switches, conductors, connectors, poles, supports, access points and guy wires of every description, and all manner of other utility facilities and their appurtenances.

2.11.2.3 All manner of canals, drains, bridges, viaducts, overpasses, underpasses, culverts, markings, balconies, porches, overhangs and other encroachments of every description and all manner of other facilities and their appurtenances.

2.11.2.4 All other uses of the Right-of-way that City may permit from time to time.

2.11.3 City's Rights Cumulative. All of City's Reserved Rights under various provisions of these Standard Terms, approved License Agreements, and issued Site Permits herein shall be cumulative to each other.

2.11.4 Use Priorities. These Standard Terms do not grant to Wireless Provider or establish for Wireless Provider any exclusive rights or priority in favor of Wireless Provider to use the Use Areas. Wireless Provider shall not obstruct or interfere with or prevent any Competing User from using the Use Areas.

2.11.5 Regulation. City shall have full authority to regulate use of the Use Areas and to resolve competing demands and preferences regarding use of the Use Areas and to require Wireless Provider to cooperate and participate in implementing such resolutions. Without limitation, City may take any or all of the following into account in regulating use of the Use Areas:

2.11.5.1 All timing, public, operational, financial and other factors affecting existing and future proposals, needs and plans for Competing Activities.

2.11.5.2 All other factors City may consider relevant, whether or not mentioned in these Standard Terms, approved License Agreements, and issued Site Permits.

2.11.5.3 Differing regulatory regimes or laws applicable to claimed rights, public benefits, community needs and all other factors relating to Competing Users and Competing Activities.

2.11.6 Communications Equipment Relocation. Upon one hundred eighty (180) days' notice from City, Wireless Provider shall temporarily or permanently relocate or otherwise modify the Communications Equipment Relocation (the "Relocation Work") as follows:

2.11.6.1 Wireless Provider shall perform the Relocation Work at its own expense when required by City's city manager or designee.

2.11.6.2 The Relocation Work includes all work determined by City to be necessary to accommodate Competing Activities, including without limitation temporarily or permanently removing, protecting, supporting, disconnecting or relocating any portion of the Communications Equipment.

2.11.6.3 City may perform any part of the Relocation Work that has not been performed within the allotted time. Wireless Provider shall reimburse City for its actual costs in performing any Relocation Work. City has no obligation to move Wireless Provider's, City's or others' facilities, but will in good faith assist Wireless Provider to find a new location and to expedite the approval process.

2.11.6.4 City and not Wireless Provider shall be entitled to use any of Wireless Provider's facilities that are abandoned in place or that are not relocated on City's request.

2.11.6.5 All Relocation Work shall be subject to and comply with all other provisions of the License Agreement.

2.11.7 Disruption by Competing Users. Neither City nor any agent, contractor or employee of City shall be liable to Wireless Provider, its customers or third parties for any service disruption or for any other harm caused them or the Communications Equipment due to Competing Users or Competing Activities.

2.11.8 Emergency Disruption by City. City may remove, alter, tear out, relocate or damage portions of the Communications Equipment in the case of fire, disaster, or other emergencies if City's city manager or designee deems such action to be reasonably necessary under the circumstances. City will make reasonable efforts to contact the Wireless Provider's Network Operations Center. In such event, neither City nor any agent, contractor or employee of City shall be liable to Wireless Provider or its customers or third parties for any harm so caused to them or the Communications Equipment. When practical, City shall consult with Wireless Provider in advance to assess the necessity of such actions and to minimize to the extent practical under the circumstances damage to and disruption of operation of the Communications Equipment. In any event, City shall inform Wireless Provider after such actions. Wireless Provider's work to repair or restore the Communications Equipment shall be Relocation Work.

2.11.9 Public Safety. If the Communications Equipment or any other Wireless Provider equipment, improvements or activities present any immediate hazard or impediment to the public, to City, to City's equipment or facilities, to other improvements or activities within or without the Use Areas, or to City's ability to safely and conveniently operate the Right-of-way or perform City's utility, public safety or other public health, safety and welfare functions, then Wireless Provider shall immediately remedy the hazard, comply with City's requests to secure the Street Parcel, and

otherwise cooperate with City at no expense to City to remove any such hazard or impediment. Wireless Provider's work crews shall report the Use Areas within four (4) hours of any request by City under this paragraph (the "Safety Paragraph").

2.12 Third Party Permission. There may be portions of the Right-of-way, such as canal crossings or other areas that for any reason have limited Right-of-way dedications or that have regulatory use restrictions imposed by a third party ("Third Party"). Areas subject to such restrictions or regulations by Third Parties are referred to as "Third Party Areas" and communications equipment may not be built without permission from the Third Party or Third Parties that have property rights or regulatory authority over a specific Third Party Area. Wireless Provider's right to use any Use Areas shall be suspended, but not its obligations with respect thereto, during any period that a Third Party Permission is not in effect.

III. TERM OF LICENSE AGREEMENTS

3. Term of Agreement. The term of each License Agreement shall be as follows:

3.1 Original Term. The original term of a License Agreement shall be for a period of ten (10) years commencing on the effective date stated therein, and the terms of all related Site Permits shall be subject to the same term as the approved License Agreement.

3.2 Extensions. The term of each License Agreement may be extended as follows:

3.2.1 The term of each License Agreement may be extended for one (1) additional ten (10) year period subject to consent by City and Wireless Provider, which either may withhold in its sole and absolute discretion.

3.2.2 Both City and Wireless Provider shall be deemed to have elected to extend unless City or Wireless Provider, respectively, gives notice to the contrary to the other at least ninety (90) days prior to the end of the original term or the current extension.

3.2.3 The second term shall begin ten (10) years plus one (1) day after the initial effective date.

3.3 Holding Over. In any circumstance whereby Wireless Provider would remain in possession or occupancy of the Use Areas after the expiration of the approved License Agreement and issued Site Permits, (as extended, if applicable),such holding over shall not be deemed to operate as a renewal or extension of the approved License Agreement and issued Site Permits, but shall only create a use right from month to month that may be terminated at any time by City upon thirty (30) days' notice to Wireless Provider, or by Wireless Provider upon sixty (60) days' notice to City.

3.4 City's Right to Cancel. Notwithstanding anything contained herein to the contrary, City shall have the unconditional right, with or without cause, to terminate any Site Permit for reasons including but not limited to street widening, Right-of-way abandonment, or development that may impact the location of the site, upon one hundred eighty (180) days' notice given at any time after the first one hundred eighty (180) days. City shall assist Wireless Provider in locating a new site for the facility and expedite the process.

3.5 Wireless Provider's Right to Cancel. Wireless Provider shall have the unilateral right to terminate any Site Permit without cause upon thirty (30) days' written notice. Wireless Provider

has no right to terminate any time after an event of default by Wireless Provider has occurred (or an event has occurred that would become a default after passage of time or giving of notice).

IV. WIRELESS PROVIDER'S PAYMENTS

4. Wireless Provider's Payments. Wireless Provider shall make payments to City as follows:

4.1 Use Fee Items. Wireless Provider shall pay to City each of the following separate and cumulative amounts (collectively the "Use Fee"):

4.1.1 An annual amount (the "Base Use Fee").

4.1.2 An amount (the "Ordinary Permit Use Fee") based on Wireless Provider's permit review and other costs as set out below.

4.1.3 An amount (the "Violation Use Fee") based on certain breaches by Wireless Provider of the License Agreement as set forth in Section 9.3 herein.

4.1.4 All other amounts required by the License Agreement.

4.2 Base Use Fee Amount. The amount of Base Use Fee Wireless Provider shall pay to City for each year of this Agreement shall be the total of all applicable fee line items for wireless communications facilities (including without limitation "antenna base fee" and "ground equipment fee", as applicable) as set out in the then current fee schedule as it may be amended from time to time by City's city council.

4.3 Ordinary Permit Use Fee Amount. The amount of the Ordinary Permit Use Fee shall be the total amount of all applicable ordinary fees payable to City for City's review of plans, issuance of permits, and inspection of Wireless Provider's work upon the Use Areas (including, without limitation, encroachment permits) as set out in the then current fee schedule as it may be amended from time to time by City's city council. The Permit Use Fee for Small Wireless Facilities as defined in A.R.S. § 9-591(19) shall be Seven Hundred Fifty Dollars ($750) and the Permit Use Fee for wireless sites under A.R.S. § 9-594 shall be One Thousand Dollars ($1,000).

4.4 Use Fee Cumulative. All items of Use Fee shall be cumulative and separate from each other.

4.5 Use Fee Schedule. Wireless Provider shall pay Base Use Fee and Ordinary Permit Use Fee at the times and in the amounts specified by City's normal processes for Base Use Fee and Ordinary Permit Use Fee.

4.6 Letter of Credit. The Initial Letter of Credit amount shall be based upon the Wireless Provider's good faith projection of the number of sites to be constructed within the City of San Luis during the current calendar year. The Initial Letter of Credit shall be received by the City before any construction and encroachment permits are issued as follows:

4.6.1 The amount of the letter of credit shall be as follows: Thirty Thousand Dollars ($30,000.00) for up to ten (10) wireless sites; Sixty Thousand Dollars ($60,000) for eleven (11) to twenty (20) wireless sites; One Hundred Five Thousand Dollars ($105,000) for twenty one (21) to thirty five (35) wireless sites; One Hundred Eighty Thousand Dollars ($180,000) for thirty six (36) to sixty (60) wireless sites; Three Hundred Thousand Dollars ($300,000) for sixty one (61)

to one hundred (100) wireless sites; Four Hundred Fifty Thousand Dollars ($450,000) for one hundred one (101) to one hundred fifty (150) wireless sites; Six Hundred Seventy Five Thousand Dollars ($675,000) for one hundred fifty one (151) to two hundred twenty five (225) wireless sites; One Million Fifty Thousand Dollars ($1,050,000) for two hundred twenty six (226) to three hundred fifty (350) wireless sites; One Million Five Hundred Thousand Dollars ($1,500,000) for three hundred fifty one (351) to five hundred (500) wireless sites; Two Million Two Hundred Fifty Thousand Dollars ($2,250,000) for five hundred one (501) to seven hundred fifty (750) wireless sites; and Three Million Dollars ($3,000,000) for seven hundred fifty one (751) to one thousand (1,000) wireless sites. If the number of Wireless Provider's wireless sites is more than one thousand (1,000), the Three Million Dollar ($3,000,000) letter of credit shall remain in effect and the letter of credit for the wireless sites in excess of one thousand sites shall be calculated using the schedule provided in this subsection.

4.6.2 The City will determine at least once annually if the number of Wireless Provider's wireless sites that are licensed require that the letter of credit be upgraded to a higher amount. If City requires a new letter of credit, it shall provide formal notice in writing to the Wireless Provider. The Wireless Provider must provide the new letter of credit within 45 days of receiving written notice.

4.6.3 The letter of credit is a security deposit for Wireless Provider's performance of all of its obligations under these Standard Terms within the City of San Luis.

4.6.4 The letter of credit shall meet the requirements listed on Attachment "C" attached hereto.

4.6.5 Wireless Provider shall provide and maintain the letter of credit during the entire term of the License Agreement as follows:

4.6.5.1 Wireless Provider shall cause the original letter of credit to be delivered to City's City Manager.

4.6.5.2 Wireless Provider shall pay all costs associated with the letter of credit, regardless of the reason or manner such costs are required.

4.6.5.3 Within ten (10) business days after City gives Wireless Provider notice that City has drawn on the letter of credit, Wireless Provider shall cause the letter of credit to be replenished to its prior amount.

4.6.6 City may draw on the letter of credit upon any Event of Default, and in the following circumstances whether or not they are an Event of Default:

4.6.6.1 Wireless Provider fails to cause the letter of credit to be renewed, extended, increased in amount or otherwise maintained as required by these Standard Terms.

4.6.6.2 Wireless Provider fails to make monetary payments as required by these Standard Terms.

4.6.6.3 The issuer of the letter of credit fails to immediately honor a draft on the letter of credit or otherwise repudiates or fails to honor the letter of credit.

4.6.7 City shall also have such additional rights regarding the letter of credit as may be provided elsewhere in the License Agreement.

4.7 Late Fees. Use Fee is deemed paid only when City actually receives good cash payment. Should any Use Fee not be paid on or before the date due, a late fee shall be added to the amount due in the amount of the greater of ten percent (10%) of the amount due, or One Hundred Dollars ($100). Furthermore, any Use Fee that is not timely paid shall accrue simple interest at the rate of one and one-half percent (1 ½ %) per month from the date the amount first came due until paid. Wireless Provider expressly agrees that the foregoing represent fair and reasonable estimates by City and Wireless Provider of City's costs (such as accounting, administrative, legal and processing costs, etc.) in the event of a delay in payment of Use Fee. City shall have the right to allocate payments received from Wireless Provider among Wireless Provider's obligations.

4.8 Use Fee Amounts Cumulative. All amounts payable by Wireless Provider hereunder or under any tax, assessment or other existing or future ordinance, law or other contract or obligations to the City of San Luis or the State of Arizona shall be cumulative and payable in addition to each other payment required hereunder, and such amounts shall not be credited toward, substituted for, or setoff against each other in any manner.

V. USE RESTRICTIONS

5. Use Restrictions. Wireless Provider's use and occupation of the Use Areas shall in all respects conform to all and each of the following cumulative provisions:

5.1 Permitted Uses. Wireless Provider shall use the Use Areas solely for the Permitted Uses and shall conduct no other activity at or from the Use Areas.

5.2 Enclosure Use. Wireless Provider shall use the Enclosure solely for locating utility cabinets and housing the Communications Equipment used for the Antennas.

5.3 Small Wireless Facility. Wireless Provider may install a Small Wireless Facility, as defined in A.R.S. 9-591(19), to be limited to:

5.3.1 All antennas, including the antenna's exposed elements, are located inside an enclosure of not more than six (6) cubic feet in volume, and

5.3.2 All other wireless equipment associated with the facility is cumulatively not more than twenty-eight (28) cubic feet in volume.

5.3.3. The following ancillary equipment is not included in the equipment volume: electric meter, concealment elements, telecom demarcation box, grounding equipment, power transfer switch, cutoff switch, and vertical cable runs.

5.4 Communications Operations Restriction. Wireless Provider shall not install, operate, or allow the use of equipment, methodology or technology that interferes or is likely to interfere with the optimum effective use or operation of City's existing or future fire, emergency or other communications equipment, methodology or technology (i.e., voice or other data carrying, receiving or transmitting equipment). If such interference should occur, Wireless Provider shall immediately discontinue using the equipment, methodology or technology that causes the interference until Wireless Provider takes corrective measures to alter the Communications Equipment to eliminate such interference. Any such corrective measures shall be made at no cost to City. Wireless Provider

shall give to City notice containing a list of the radio frequencies Wireless Provider is using at the Use Areas and shall give notice to City of any change in frequencies.

5.5 Other Equipment. Wireless Provider shall not disturb or otherwise interfere with any other antennas or other equipment City may have already installed or may yet install upon the Street Parcel.

5.6 Signs. All signage is prohibited except in compliance with the following requirements:

5.6.1 Wireless Provider shall install and thereafter maintain the following signs and other markings as reasonably determined by City from time to time:

5.6.1.1 All signs and markings required for safe use of the Use Areas by City, Wireless Provider and other persons who may be at the Use Areas at any time for any reason.

5.6.1.2 Any signage City may request directing parking, deliveries and other vehicles and other users to comply with the License Agreement.

5.6.1.3 Warning signs listing only Wireless Provider's name, permanent business address, telephone number, emergency telephone number, and any information required by law.

5.6.2 All signage not expressly allowed by these Standard Terms is prohibited.

5.6.3 The location, size, content and style of each sign shall be subject to the provisions of the applicable sign ordinance and shall comply with City's sign programs as the same may change from time to time. Wireless Provider shall update signs as required to comply with changes in the applicable sign ordinance and City's sign programs.

5.6.4 Wireless Provider shall design, make, install and maintain all signage in a first class, professional manner without broken panels, faded or peeling paint or other damage.

5.6.5 Wireless Provider shall bear all costs pertaining to the erection, installation, operation, maintenance, replacement and removal of all signs including, but not limited to, the application for and obtaining of any required building or other permits regardless of the reason for any such activity, even if such activity is required by City pursuant to these Standard Terms.

5.6.6 The requirements of this paragraph apply to all signs, designs, monuments, decals, graphics, posters, banners, markings, and other manner of signage.

5.7 Wireless Provider's Lighting. Except for security lighting operated with City's approval from time to time, Wireless Provider shall not operate outdoor lights at the Use Areas.

5.8 Noise. Except during construction permitted under these Standard Terms and for burglar alarms and other safety devices, outdoor loud speakers, sirens or other devices for making noise are prohibited. All equipment shall be operated so that sound coming therefrom does not exceed the ambient noise level at the boundary of the Street Parcel and cannot be heard at the closer of i) the exterior boundary of the Street Parcel or ii) two hundred feet (200') outside the boundary of the Street Parcel. The preceding sentence does not apply to use of normal, properly maintained construction equipment used as permitted by an issued Site Permit, to infrequent use of equipment that is as quiet or quieter than a typical well maintained gasoline powered passenger

automobile, to use of an air conditioning unit that is no noisier than a typical well maintained residential air conditioning unit.

5.9 Limited Access. It is Wireless Provider's and not City's responsibility to keep unauthorized persons from accessing the Communications Equipment and the Exclusive Areas.

5.10 Standards of Service. Wireless Provider shall operate the Use Areas in a first-class manner, and shall keep the Use Areas attractively maintained, orderly, clean, neat and tidy at all times. Wireless Provider shall not allow any person or persons in or about the Use Areas related to Wireless Provider's operations who shall fail to be clean, courteous, efficient and neat in appearance.

5.11 Wireless Provider's Agent. Wireless Provider shall at all times retain on call available to City by telephone an active, qualified, competent and experienced person to supervise all activities upon the Use Areas and operation of the Communications Equipment and who shall be authorized to represent and act for Wireless Provider in matters pertaining to all emergencies and the day-to-day operation of the Right-of-way and all other matters affecting issued Site Permit. Wireless Provider shall also provide notice to City of the name, street address, electronic mail address, and regular and after hours telephone number of a person to handle Wireless Provider's affairs and emergencies at the Right-of-way. Any change shall be given in writing to City's City Manager in the manner stated for notices required herein.

5.12 Coordination Meetings. Wireless Provider shall meet with City and other Right-of-way users from time to time as requested by City to coordinate and plan construction on the Use Areas and all matters affected by these Standard Terms. Without limitation, Wireless Provider shall attend City's scheduled utility planning meetings.

5.13 Toxic Substances. Wireless Provider's activities upon or about the Use Areas shall be subject to the following regarding any hazardous or toxic substances, waste or materials or any substance now or hereafter subject to regulation under the Comprehensive Environmental Response Compensation and Liability Act, 42 U.S.C. §§ 9601, et seq., the Arizona Hazardous Waste Management Act, A.R.S. §§ 49-901, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. §§ 6901, et seq., the Toxic Substances Control Act, 15 U.S.C. §§ 2601, et seq., or any other federal, state, county, or local law pertaining to hazardous substances, waste or toxic substances and their reporting requirements (collectively "Toxic Substances"):

5.13.1 Wireless Provider understands the hazards presented to persons, property and the environment by dealing with Toxic Substances. City has made no warranties as to whether the Use Areas contain actual or presumed asbestos or other Toxic Substances.

5.13.2 Within twenty-four (24) hours after discovery by Wireless Provider of any Toxic Substances, Wireless Provider shall report such Toxic Substances to City in writing. Within fourteen (14) days thereafter, Wireless Provider shall provide City with a written report of the nature and extent of such toxic substances found by Wireless Provider.

5.13.3 Disturbance of Toxic Substances. Prior to undertaking any construction or other significant work, Wireless Provider shall cause the Use Areas to be inspected to prevent disturbance of potential asbestos or other Toxic Substances. Prior to any work of any description that bears a material risk of disturbing potential asbestos or other Toxic Substances, Wireless Provider shall cause the contractor or other person performing such work to give to City notice by the method described in these Standard Terms to the effect that the person will inspect for Toxic Substances, will not disturb Toxic Substances, and will indemnify, defend and hold City harmless

against any disturbance in Toxic Substances in the course of the contractor's or other person's work. Wireless Provider shall cause any on-site or off-site storage, inspection, treatment, transportation, disposal, handling, or other work involving Toxic Substances by Wireless Provider in connection with the Use Areas to be performed by persons, equipment, facilities and other resources who are at all times properly and lawfully trained, authorized, licensed, permitted and otherwise qualified to perform such services. Wireless Provider shall promptly deliver to City copies of all reports or other information regarding Toxic Substances.

5.14 Required Operation. During the entire term of each Site Permit and any renewals or extensions, Wireless Provider shall actively and continuously operate the Communications Equipment twenty-four (24) hours a day, seven (7) days a week, for the Permitted Uses. Notwithstanding anything contained in this paragraph to the contrary, the operation requirements of this paragraph shall be effective commencing on the earlier of completion of the Project or the Completion Deadline and shall continue through the date the License Agreement terminates or expires for any reason. In the event of relocation of the Communications Equipment or damage to the Use Areas severe enough that the Communications Equipment cannot reasonably be operated during repairs, the operation requirements of this paragraph shall be suspended during the time specified by these Standard Terms for accomplishing repair of such damage to relocation of the Communications Equipment. Wireless Provider may temporarily cease operating the Communications Equipment for short periods necessary to test, repair, service or upgrade the Communications Equipment.

5.15 Actions by Others. Wireless Provider shall be responsible to ensure compliance with these Standard Terms by all persons using the Right-of-way through or under Wireless Provider or these Standard Terms.

VI. WIRELESS PROVIDER'S IMPROVEMENTS GENERALLY

6. Wireless Provider's Improvements Generally. All of Wireless Provider's improvements and other construction work whether or not specifically described herein upon or related to the Use Areas (collectively "Wireless Provider's Improvements") shall comply with the following:

6.1 Wireless Provider's Improvements. Wireless Provider's Improvements include without limitation, all modification, replacement, repairs, installation, construction, grading, structural, utility, lighting, plumbing, sewer or other alterations, parking or traffic alterations, removal, demolition or other cumulatively significant construction or similar work of any description and all installation or alteration of the Communications Equipment.

6.2 Zoning and Similar Approval Process. The zoning processes, building permit processes, Right-of-way management policies and similar regulatory requirements that apply to Wireless Provider's Improvements are completely separate from the plans approval processes set forth in these Standard Terms. Wireless Provider's satisfaction of any requirement set forth these Standard Terms does not substitute for compliance with any regulatory requirement. Wireless Provider's satisfaction of any regulatory requirement does not substitute for compliance with any requirement of these standard terms. Wireless Provider must make all submittals and communications regarding the requirements of these Standard Terms through City's City Manager and not through planning, zoning, building safety or other staff. Wireless Provider shall be responsible to directly obtain all necessary permits and approvals from any and all governmental or other entities having standing or jurisdiction over the Use Areas. Wireless Provider bears sole responsibility to comply with all stipulations and conditions that are required in order to secure such rezoning and other approvals. Notwithstanding anything in this paragraph, to the extent regulatory

requirements and requirements of these Standard Terms are identical, compliance with regulatory requirements shall constitute compliance with these Standard Terms and vice versa.

6.2.1 Batching Sites for Approval. Only sites that do not have a new or a replacement pole required for the antennas, and do not have any underground cables, conduit, and foundations, are eligible for batch processing of the applications.

6.3 Relationship of Plans Approval to Regulatory Processes. Wireless Provider's submission of plans under these Standard Terms, City's approval of plans for purposes of these Standard Terms, and the plans approval process herein shall be separate and independent of all development, zoning, design review and other regulatory or similar plans submittal and approval processes, all of which shall continue to apply as provided under state law, in addition to the requirements of these Standard Terms and its approvals. BUILDING PERMITS, ZONING CLEARANCES, OR ANY OTHER GOVERNMENTAL REVIEWS OR ACTIONS DO NOT CONSTITUTE APPROVAL OF ANY PLANS FOR PURPOSES OF THE LICENSE AGREEMENT.

6.4 City's Fixtures and Personalty. Wireless Provider shall not remove, alter or damage in any way any improvements or any personal property of City upon the Use Areas without City's prior written approval. In all cases, Wireless Provider will repair any damage or other alteration to City's property caused by Wireless Provider or its contractors, employees or agents to as good or better condition than existed before the damage or alteration.

6.5 Design Requirements. All Wireless Provider's Improvements shall comply with the following design requirements:

6.5.1 All Wireless Provider's Improvements shall be contained entirely within the Use Areas and without any encroachment or dependence upon any other property, except for permitted utility service.

6.5.2 Any changes to utility facilities shall be strictly limited to the Use Areas, shall not affect utilities used by City, and shall be undertaken by Wireless Provider at its sole cost and expense.

6.5.3 The Antennas and other Communications Equipment shall be properly designed, installed and maintained so as not to create a risk of damage to the Pole, to persons or property upon or using the Street Parcel or City's other property.

6.5.4 To the extent requested by City, Wireless Provider's plans shall include a description of construction methods employed to address environmental issues affecting or affected by the Use Areas and protect other facilities at the Street Parcel and surrounding properties.

6.5.5 All specifications set forth in the City of San Luis Design Standards for Small Wireless Facilities in the Right-of-Way, (Attachment A).

6.6 Approval Required. Wireless Provider shall not construct any Wireless Provider's Improvements (including work on adjacent public lands, if applicable) without having first received written plans approval from City. Such consent requirement shall apply to all improvements, furnishings, equipment, fixtures, paint, wall treatments, utilities of every description, communications cabling and other construction work of any description as described in all plans heretofore or hereafter delivered by Wireless Provider to City. Such consent requirement does not apply to work

to the Communications Equipment confined completely inside the Enclosure and not visible, audible, or otherwise discernible outside the Enclosure.

6.7 Effect of Plans Approval. Wireless Provider shall submit engineering and construction plans to the City for review and approval. City's approval of plans submitted shall be for purposes of these Standard Terms only and shall constitute irrevocable approval (but only at the level of detail of the applicable stage of the review process) of the matters plainly shown on the plans approved. City shall not reject subsequent plans to the extent the matter to which City objects was plainly shown on plans previously approved by City. However, City is not precluded from objecting to matters not previously approved, changes to plans, matters not previously clearly disclosed on approved plans, or refinements or implementation of matters previously approved.

6.8 Plans Required. Wireless Provider's design of all Wireless Provider's Improvements shall occur in three stages culminating in final working construction documents for the Wireless Provider's Improvements (the "Final Plans"). The three stages are, in order of submission and in increasing order of detail, as follows:

6.8.1 Conceptual plans showing the general layout, locations, elevations, configuration, and capacities of all significant improvements, topographical features, pedestrian and vehicular ways, buildings, utilities, and other features significantly affecting the appearance, design, function or operation of each element of Wireless Provider's Improvements.

6.8.2 Preliminary plans showing all surface finishes and treatments, finished elevations, general internal and external design (including without limitation colors, textures and materials), mechanical, communications, electrical, plumbing and other utility systems, building materials, landscaping and all other elements necessary prior to preparation of final working construction documents and showing compliance with all requirements of these Standard Terms. The preliminary plans shall show all detail necessary prior to preparation of Final Plans.

6.8.3 Final Plans. In addition to the information that City required for Preliminary plans, the Final Plans shall include a title report for the Use Area and the Shared Use Area, engineering design documents for the pole foundation, pole structural design, and other generally required engineering specifications for construction drawings or "CD" plans for permits.

6.9 Approval Process. The following procedure shall govern Wireless Provider's submission to City of all plans for Wireless Provider's Improvements, including any proposed changes by Wireless Provider to previously approved plans:

6.9.1 All plans Wireless Provider submits under these Standard Terms shall show design, appearance, capacity, views, and other information reasonably deemed necessary by City for a complete understanding of the work proposed, all in detail reasonably deemed appropriate by City for the level of plans required herein.

6.9.2 Wireless Provider shall deliver all plans submissions for non-regulatory approvals required herein directly to City's City Manager and shall clearly label the submissions to indicate that they are submitted pursuant to the Standard Terms and not for building permits, zoning or other approvals. Each submittal of plans by Wireless Provider for City's review shall include five (5) complete sets of the plans on paper and, if requested, two (2) copies of the plans in electronic form.

6.9.3 All construction plans shall be prepared by qualified registered professional engineers.

6.9.4 City and Wireless Provider shall endeavor to resolve design and construction issues to their mutual satisfaction but, in the event of an impasse for any reason or however arising, in light of City's ownership and other uses of the Use Areas, and as a condition of City's entering into a Site Permit, final decision authority regarding all design and construction issues shall rest with City.

6.9.5 All Wireless Provider's Improvements shall comply with all requirements of law, any applicable insurance contracts and these Standard Terms.

6.10 Cost of Wireless Provider Improvements. All Wireless Provider's Improvements shall be designed and constructed by Wireless Provider at Wireless Provider's sole cost and expense, including without limitation any alteration or other change to City's equipment or other improvements or personalty that may occur. In no event shall City be obligated to compensate Wireless Provider in any manner for any of Wireless Provider's Improvements or other work provided by Wireless Provider during or related to the term of any issued Site Permit. Wireless Provider shall timely pay for all labor, materials, work, and all professional and other services related thereto and shall pay, protect, indemnify, defend and hold harmless City and City's employees, officers, contractors and agents against all claims related to such items. Wireless Provider shall bear the cost of all work required from time to time to cause the Use Areas and City's adjoining property (if directly affected by Wireless Provider's work) to comply with local zoning rules, the Americans with Disabilities Act, building codes and all similar rules, regulations and other laws if such work is required because of work performed by Wireless Provider, by Wireless Provider's use of the Use Areas, or by any exercise of the rights granted to Wireless Provider under a License Agreement.

6.11 Improvement Quality. Any and all work performed on the Use Areas by Wireless Provider shall be performed in a workman-like manner meeting or exceeding the best practices of similar facilities in Maricopa County, Arizona, and shall be diligently pursued to completion and in conformance with all building codes and similar rules. All of Wireless Provider's Improvements shall be high quality, safe, fire resistant, modern in design, and attractive in appearance, all as approved by City through the plans approval processes described in these Standard Terms in addition to any zoning, building code or other regulatory processes that may apply.

6.12 Ownership of Wireless Provider's Improvements. All Wireless Provider's Improvements (including without limitation poles and lights) except the Communications Equipment shall be and become part of the real property of City "brick by brick" as constructed or installed.

6.13 Damage During Work. Upon performing any work upon the Right-of-way, Wireless Provider shall simultaneously restore the Right-of-way to its prior condition, as directed by City and repair any holes, mounting surfaces or other damage whatsoever to the Right-of-way. Such work shall include revegetation and appropriate irrigation systems for revegetated areas.

6.14 Replacement Pole. If City approves a Wireless Provider proposal to install Antennas on a City owned pole, then in addition to the other requirements, the following shall apply:

6.14.1 Wireless Provider shall provide and deliver to City a replacement pole, including mast arm, so that a replacement is immediately available to City in case the original pole is damaged.

6.14.2 If City uses a replacement pole, then Wireless Provider shall provide another replacement pole.

6.14.3 Upon installation of a replacement pole, the City will determine if the original pole, mast arm(s), signal head(s), and light fixture(s) shall be delivered by Wireless Provider to the City's Streets & Transportation Yard or if the Wireless Provider shall dispose of the original pole, mast arm, signal head and light fixture.

6.14.4 All performance under this paragraph shall be at Wireless Provider's expense. City owns the original pole and all replacement poles.

6.15 Coordination with Encroachment Permit. The Street Parcel is located in City's public street Right-of-way. Wireless Provider shall obtain encroachment permits at Wireless Provider's expense as follows:

6.15.1 Wireless Provider shall perform no construction work in the Right-of-way without obtaining from City a permit giving permission to work in the Right-of-way.

6.15.2 Wireless Provider shall not alter or modify its antennas, wireless equipment or any improvements without submitting plans or drawings of the proposed alteration or modification to City and obtaining approval from City's City Manager.

6.15.3 Wireless Provider shall not perform any work on its own antennas or wireless equipment without first obtaining from City an encroachment permit giving it permission to work in the Right-of-way.

6.15.4 Wireless Provider shall not in any way obstruct pedestrian or vehicular traffic within the Right-of-way without first obtaining from City a permit giving permission to obstruct traffic.

6.16 Time for Completion. Wireless Provider shall diligently and expeditiously pursue to completion the construction of all approved Wireless Provider's Improvements. Wireless Provider shall complete initial construction of the Project no later than the Completion Deadline. Wireless Provider shall complete construction of all of other Wireless Provider's Improvements no later than one hundred eighty (180) days of encroachment permit issuance unless City and Wireless Provider agree to extend this period or a delay is caused by a lack of commercial power at the site. If City, in its sole examination of the construction activity at a site, determines that Wireless Provider has not substantially performed construction at a site within one hundred eighty (180) days of the encroachment permit issuance date, City may require the Wireless Provider to cease construction and resubmit the site for approval.

6.17 Construction Notification. City may establish requirements for notification of nearby residents and property owners prior to construction.

6.18 Work Time and Manner Restrictions. All installation, construction, maintenance, inspection, repair and other work of any kind shall be done in a manner that does not disrupt traffic (except in compliance with appropriate permits) or nearby land uses. Without limitation, such work shall be done in compliance with applicable City policies and directions from time to time, taking into account the various sensitivities of traffic, tourism, events, adjoining land uses, other Right-of-way uses, and all other needs and concerns that are likely to be affected by Wireless Provider's work.

VII. RF SAFETY FOR CITY'S EMPLOYEES

7. As City's employees, agents, and representatives must have uninterrupted and safe access to the ROW and all structures located thereon, Wireless Provider must comply with at least one of the following safety protocols:

7.1 Participate in a City RF Safety Program (the "City's Safety Program"), enrollment in which shall include:

7.1.1 A one-time contribution to the City of two (2) RF Personal Monitors, as specified below, for monitoring radio frequency emissions from Wireless Provider Facilities during the repair and maintenance of City's Facilities and ROW. The RF Personal Monitors shall be delivered to the City's City Manager within 60 days of the issuance date of the first permit for a Small Wireless Facility issued to the Wireless Provider.

7.1.1.1 The RF Personal Monitor shall be a new manufactured with full original manufacturer's warranty NARDA (2271/101) – Nardalert S3 Personal & Area Monitor or equivalent device that is approved by the City.

7.1.1.2 The Wireless Provider shall provide for each Nardalert S3 Personal & Area Monitor, a protective silicon or rubberized cover, and a case to store and carry the device.

7.1.2 An annual contribution of two thousand five hundred dollars ($2,500.00) for third-party training of City employees who will work on poles that have a Wireless Facility and for the ongoing operation – including the annual recertification training of City employees, test set calibration, and test set maintenance and repair – of the City's Safety Program ("Annual Contribution").

7.1.2.1 The first annual contribution, payable to the City of San Luis, shall be delivered or transferred as directed by the City's City Manager within 60 days of the issuance date of the first permit for a Small Wireless Facility issued to the Wireless Provider.

7.1.2.2 Each annual contribution thereafter shall be made payable to the City of San Luis as directed by the City Manager on or before the anniversary date of the issuance date of the first permit for a Small Wireless Facility issued to the Wireless Provider.

7.1.3 On each five (5) year interval of the issuance date of the first permit to install a Small Wireless Facility in the City, the Wireless Provider shall provide the City with one (1) additional RF Personal Monitor that meets or exceeds the requirement in Sections 7.1.1.1 and 7.1.1.2 that the City must approve prior to purchase.

7.1.4 Prior to performing any work on a wireless site in the ROW, the City's employee will contact the Network Operations Center (the NOC") whose information shall be located on the ground equipment or on the pole. The City's employee shall identify himself or herself as an employee of City and needs the RF to be turned off at the site for a specified period to perform maintenance or repair work at the site. Upon completion of the work, the City's employee shall contact the NOC and inform them that the site may activate the RF signals.

7.2 Provide access to a "kill switch" for each wireless site that the City's employees, agents, or representatives can use to turn off all power to the Wireless Provider's Facilities while City's work is performed at the location.

7.3 Within 24 hours of a request, agree to send a technician with an RF monitor to confirm that all RF emitting equipment has, in fact, been deactivated, and to install all appropriate lockout tags and devices.

VIII. MAINTENANCE AND UTILITIES

8. Maintenance and Utilities. Except as expressly provided below, Wireless Provider shall be solely responsible for all maintenance, repair and utilities for the Use Areas during the term of an issued Site Permit. Without limitation, Wireless Provider shall perform the following:

8.1 Maintenance by City. City has no maintenance or repair obligations for the Communications Equipment or other Wireless Provider's Improvements.

8.2 Maintenance by Wireless Provider. Wireless Provider shall at all times repair and maintain the Use Areas at Wireless Provider's sole expense in a first-class, sound, clean, safe and attractive manner, meeting or exceeding the manner of maintenance at first class comparable facilities in Maricopa County, Arizona, as determined in City's reasonable discretion. The preceding sentence does not require Wireless Provider to repair or maintain City's facilities at the Use Area unless such work is attributable in whole or in part to Wireless Provider's use of the Use Areas.

8.3 Utility Service. Wireless Provider shall contract for and pay all charges, fees, deposits and other amounts for electricity and telephone and other data communication service to the Use Areas at the rates applicable thereto. Wireless Provider shall use no other utilities at the Use Areas.

8.4 Utility Interruptions. City is not responsible for any interruption of utilities to or upon the Use Areas or other difficulties related to utilities at the Use Areas.

8.5 Right of Inspection. City shall be entitled to inspect all construction, reconstruction or installation work and to make such tests as it deems necessary to ensure compliance with the terms herein, the Street Code, or other Telecommunications Laws. All City plans reviews, inspections, standards and other rights and actions with relation to Wireless Provider's Improvements are for City's sole and exclusive benefit and neither Wireless Provider nor any other person shall rely thereon or have any rights related thereto. The preceding sentence does not prevent Wireless Provider from relying on consents, permits or approvals City may grant based on City's plans, reviews, and inspections. This right of access is in addition to access rights for City inspectors or other employees and officers acting within their legal authority.

8.6 Construction Notification. City may establish requirements for Wireless Provider to notify nearby residents prior to construction.

8.7 Blue Stake. Wireless Provider shall register with and comply with the local Blue Stake program.

IX. BREACH BY WIRELESS PROVIDER

9. Breach by Wireless Provider. Wireless Provider shall comply with, perform and do each obligation required of Wireless Provider herein and shall cause all persons using the Use Areas

through or under Wireless Provider or these Standard Terms to do the same. Wireless Provider's failure to do so shall be a material breach by Wireless Provider of these Standard Terms.

9.1 Events of Default. All License Agreements and Site Permits are approved upon the condition that each and every one of the following events herein shall be deemed an "Event of Default" by Wireless Provider of Wireless Provider's material obligations under these Standard Terms:

9.1.1 If Wireless Provider shall be in arrears in the payment of Use Fee and shall not cure such arrearage within fifteen (15) days after City has notified Wireless Provider of such arrearage.

9.1.2 If Wireless Provider shall fail to operate the Communications Equipment (except during specific periods expressly excused herein) for a period of thirty (30) consecutive days or a total of sixty (60) days within any twelve (12) month period.

9.1.3 If Wireless Provider shall fail to maintain any insurance required under these Standard Terms. Notwithstanding the preceding sentence, such failure shall not be a default if within thirty (30) business days after notice from City, Wireless Provider provides to City the required insurance and the required evidence thereof. Such insurance must cover the past for a period adequate that there is no gap in the insurance coverage required by these Standard Terms.

9.1.4 If the Wireless Provider's right to use a Pole expires or is terminated for any reason.

9.1.5 If Wireless Provider does not commence and diligently pursue to completion each required stage of construction of the site within the times required herein. The times specified for concluding each stage of required construction have been established far enough in advance, and have taken into account the likelihood of construction delays, so that no cure period is provided.

9.1.6 If Wireless Provider shall be the subject of a voluntary or involuntary bankruptcy, receivership, insolvency or similar proceeding or if any assignment of any of Wireless Provider's or such other person's property shall be made for the benefit of creditors or if Wireless Provider or such other person dies or is not regularly paying its debts as they come due (collectively a "Wireless Provider Insolvency").

9.1.7 If the issuer of any letter of credit shall fail for any reason to timely and fully honor any request by City for funds or other performance under the instrument and Wireless Provider fails to cause the issuer to or some other person to honor the request within thirty (30) days after City notifies Wireless Provider that such request has not been honored.

9.1.8 If Wireless Provider shall fail to obtain or maintain any licenses, permits, or other governmental approvals pertaining to the Right-of-way or timely pay any taxes pertaining to the Right-of-way and shall not cure such failure within thirty (30) days which shall be extended to ninety (90) days if Wireless Provider begins to cure in good faith within thirty (30) days.

9.1.9 If City shall be exposed to any liability, obligation, damage, cost, expense, or other claim of any description, whether or not asserted, unless Wireless Provider gives immediate notice to City of Wireless Provider's commitment to indemnify, defend and hold City harmless against such claim Wireless Provider does in fact promptly commence and continue to indemnify, defend and hold City harmless against such claim.

9.1.10 If Wireless Provider shall fail to meet its obligations under the RF Safety Paragraph.

9.1.11 If Wireless Provider shall engage in a pattern of repeated failure (or neglect) to timely do or perform or observe any provision contained herein. After City has once given notice of any failure by Wireless Provider to comply with its obligations set forth in these Standard Terms, the following shall constitute a repeated failure by Wireless Provider to comply with such provision:

9.1.11.1 Another failure to comply with any provision of these Standard Terms during the following thirty (30) day period.

9.1.11.2 Three (3) or more failures to comply with any provision of these Standard Terms during any ninety (90) day period.

9.1.11.3 Six (6) or more failures to comply with any provision of these Standard Terms during any twelve (12) month period.

9.1.12 If Wireless Provider shall fail to or neglect to timely and completely do or perform or observe any other provisions herein and such failure or neglect shall continue for a period of thirty (30) days after City has notified Wireless Provider in writing of such failure or neglect.

9.2 City's Remedies. Upon the occurrence of any Event of Default or at any time thereafter, City may, at its option and from time to time, exercise at Wireless Provider's expense any or all or any combination of the following cumulative remedies in any order and repetitively at City's option:

9.2.1 Terminate any or all License Agreements and Site Permits due to Wireless Provider's breach or for any other reason does not terminate Wireless Provider's obligations arising during the time simultaneous with or prior to or the termination, and in no way terminates any of Wireless Provider's liability related to any breach of these Standard Terms.

9.2.2 Pay or perform, for Wireless Provider's account, in Wireless Provider's name, and at Wireless Provider's expense, any or all payments or performances required hereunder to be paid or performed by Wireless Provider.

9.2.3 Abate at Wireless Provider's expense any violation of these Standard Terms.

9.2.4 Notwithstanding anything under these Standard Terms to the contrary, unilaterally and without Wireless Provider's or any other person's consent or approval, draw upon, withdraw or otherwise realize upon or obtain the value of any letter of credit, escrowed funds, insurance policies, or other deposits, sureties, bonds or other funds or security held by City or pledged or otherwise obligated to City by Wireless Provider or by any third party (whether or not specifically mentioned herein) and use the proceeds for any remedy permitted by these Standard Terms.

9.2.5 Require an additional security deposit adequate in City's sole discretion to protect City and the Right-of-way.

9.2.6 Assert, exercise or otherwise pursue at Wireless Provider's expense any and all other rights or remedies, legal or equitable, to which City may be entitled, subject only to the limitation set out below on City's ability to collect money damages in light of the Violation Use Fee.

9.3 Violation Use Fee. In lieu of certain money damages (the "Inconvenience Costs") set out below, the following shall apply to Wireless Provider's violation of certain limited requirements of these Standard Terms (the "Violation Fee Provisions"):

9.3.1 The Inconvenience Costs are the money damages that City suffers in the form of administrative cost and inconvenience, disharmony among Competing Users, and general inconvenience in Right-of-way use by City, Competing Users and the public when Wireless Provider fails to comply with the Violation Fee Provisions.

9.3.2 Wireless Provider's failure to comply with Violation Fee Provisions will result in Inconvenience Costs in an amount that is and will be impracticable to determine. Therefore, the parties have agreed that, in lieu of Wireless Provider paying to City as damages the actual amount of the Inconvenience Costs for violating the Violation Fee Provisions, Wireless Provider shall pay Violation Use Fee.

9.3.3 Violation Use Fee is only intended to remedy Inconvenience Costs that City suffers because of Wireless Provider's breach of the Violation Fee Provisions. Wireless Provider's payment of Violation Use Fee does not in any way excuse any breach by Wireless Provider of these Standard Terms or limit in any way Wireless Provider's obtaining any other legal or equitable remedy provided by these Standard Terms or otherwise or such breach. For example, Wireless Provider's obligation to pay Violation Use Fee does not in any way detract from Wireless Provider's indemnity and insurance obligations under these Standard Terms, which shall apply according to their terms in addition to Wireless Provider's obligation to pay Violation Use Fee.

9.3.4 Wireless Provider may elect to draw upon the letter of credit to collect the Violation Use Fee.

9.3.5 The Violation Fee Provisions and the amount of the Violation Use Fee per day or part thereof are as follows:

9.3.5.1 The amount of Six Hundred Dollars ($600.00) per day for Wireless Provider's failure to properly restore the public Right-of-way or to correct related violations of specifications, code, ordinance or standards within ten (10) business days after City's notice to correct such defects. Such Violation Use Fee shall be in addition to any cost the City may incur to restore the Right-of-way or correct the violation.

9.3.5.2 The amount of Two Hundred Fifty ($250.00) per day for each failure to make Wireless Provider's books and records available as required by the License Agreement.

9.3.5.3 The amount of Five Hundred Dollars ($500.00) per instance of any other action or non-action by the Wireless Provider contrary to these Standard Terms herein, that causes Inconvenience Costs and that is not cured after three (3) business days' notice.

9.3.6 Violation Use Fees shall be assessed as follows:

9.3.6.1 If City determines that Wireless Provider is liable for Violation Use Fee, then City shall issue to Wireless Provider a notice of City's assessing a Violation Use Fee. The notice shall set forth the nature of the violation and the amount of the assessment.

9.3.6.2 Wireless Provider shall pay the Violation Use Fee within ten (10) days after City's notice. However, if the Violation Use Fee amount exceeds Five Thousand Dollars ($5,000), then the following shall apply:

9.3.6.2.1 Wireless Provider shall have thirty (30) days after the notice to pay the Violation Use Fee or give City notice contesting the assertion of noncompliance.

9.3.6.2.2 If Wireless Provider fails to respond to the notice, Wireless Provider shall pay the Violation Use Fee. Otherwise, City shall schedule a public hearing to investigate whether the Violation Use Fee is properly assessed. City shall provide Wireless Provider at least ten (10) days' notice of such hearing, which shall specify the time, place and purpose of the hearing. At the hearing, Wireless Provider shall be provided an opportunity to be heard and present evidence. If the result of the hearing is that Wireless Provider is liable for Violation Use Fee, then the Violation Use Fee is due ten (10) days after the hearing decision is announced.

9.4 Non-waiver. Wireless Provider acknowledges Wireless Provider's unconditional obligation to comply with these Standard Terms herein. No failure by City to demand any performance required of Wireless Provider under these Standard Terms herein, and no acceptance by City of any imperfect or partial performances under these Standard Terms herein, shall excuse such performance or impair in any way City's ability to insist, prospectively and retroactively, upon full compliance with these Standard Terms herein. No acceptance by City of Use Fee payments or other performances hereunder shall be deemed a compromise or settlement of any right City may have for additional, different or further payments or performances as provided for in these Standard Terms. Any waiver by City of any breach of condition or covenant herein contained to be kept and performed by Wireless Provider shall not be deemed or considered as a continuing waiver and shall not operate to bar or otherwise prevent City from declaring a default for any breach or succeeding or continuing breach either of the same condition or covenant or otherwise. No statement, bill or notice by City or Wireless Provider concerning payments or other performances due hereunder, or failure by City to demand any performance hereunder, shall excuse Wireless Provider from compliance with its obligations nor estop City (or otherwise impair City's ability) to at any time correct such notice and/or insist prospectively and retroactively upon full compliance with the License Agreement. No waiver of any description (INCLUDING ANY WAIVER OF THIS SENTENCE OR PARAGRAPH) shall be effective against City unless made in writing by a duly authorized representative of City specifically identifying the particular provision being waived and specifically stating the scope of the waiver. WIRELESS PROVIDER EXPRESSLY DISCLAIMS AND SHALL NOT HAVE THE RIGHT TO RELY ON ANY SUPPOSED WAIVER OR OTHER CHANGE OR MODIFICATION, WHETHER BY WORD OR CONDUCT OR OTHERWISE, NOT CONFORMING TO THIS PARAGRAPH.

9.5 Reimbursement of City's Expenses. Wireless Provider shall pay to City within thirty (30) days after City's demand any and all amounts expended or incurred by City in performing Wireless Provider's obligations (upon Wireless Provider's failure to perform the same after notice from City) together with interest thereon at the rate of ten percent (10%) per annum from the date expended or incurred by City.

9.6 Breach by City. Notwithstanding anything in these Standard Terms to the contrary, if City at any time is required to pay to Wireless Provider any amount or render any performance, such amount or performance is not due until thirty (30) days after notice by Wireless Provider to City that the amount has become payable or that the performance is due. In the event a cure cannot be effected during that period, City shall not be in default so long as City commences cure during the period and diligently prosecutes the cure to completion provided such cure must be completed within sixty (60) days after the notice.

9.7 Right to Setoff and Credit. In addition to its other rights and remedies City shall have the right to setoff and credit from time to time and at any time, any and all amounts due from Wireless Provider to City, whether pursuant to these Standard Terms herein or otherwise, against any sum which may be due from City to Wireless Provider.

X. TERMINATION

10. Rights at Termination. The following provisions shall apply at the expiration of the term of each License Agreement and Site Permit:

10.1 Surviving Obligations. Expiration or termination of a License Agreement does not terminate Wireless Provider's obligations existing or arising prior to or simultaneous with, or attributable to, the termination or events leading to or occurring before termination.

10.2 Delivery of Possession. Wireless Provider shall cease using the Use Areas of the expired or terminated License Agreement and Site Permit. Wireless Provider shall without demand, peaceably and quietly quit and deliver up the Use Areas to City thoroughly cleaned, in good repair with the Use Areas maintained and repaired and in as good order and condition, reasonable use and wear excepted, as the Use Areas now are or in such better condition as the Use Areas may hereafter be placed.

10.3 Confirmation of Termination. Upon expiration or termination of a License Agreement or Site Permit for any reason, Wireless Provider shall provide to City upon demand recordable disclaimers covering the Use Areas executed and acknowledged by Wireless Provider and by all persons claiming through these Standard Terms, any License Agreement, any Site Permit, or Wireless Provider any interest in or right to use the Use Areas.

10.4 Removal of Improvements. Wireless Provider shall remove all Communications Equipment and restore the Use Areas including pole, mast arms, luminaires, or wireless support structure to its prior condition, or to a condition matching City's surrounding land and improvements, as directed by City, at Wireless Provider's expense prior to normal expiration of the term of a License Agreement or Site Permit or within ninety (90) days; after termination of a License Agreement or Site Permit or for any other reason whatsoever. Without limitation, such work shall include revegetation and appropriate irrigation systems for revegetated areas. Notwithstanding anything in these Standard Terms to the contrary, City may elect to require Wireless Provider to leave any or all construction or other items (except the Communications Equipment) in place, and all such items shall be owned by City. Unless City directs otherwise, all wiring, pipes and conduits shall be left in good and safe condition, in working order, with each end properly labeled and enclosed in proper junction boxes.

10.5 Prior Improvements. This article also applies to any improvements that Wireless Provider may have made to the Use Areas.

XI. INDEMNITY AND INSURANCE

11. Insurance Responsibility. During the entire term of any License Agreement or Site Permit, Wireless Provider shall insure its property and activities at and about the Use Areas and shall provide insurance and indemnification as follows:

11.1 Insurance Required. Not later than the date of the License Agreement, and at all times thereafter when Wireless Provider is occupying or using the Use Areas in any way, Wireless Provider shall obtain and cause to be in force and effect the following insurance:

11.1.1 Commercial General Liability. Commercial general liability insurance with a limit of Ten Million and No/100 Dollars ($10,000,000.00) for each occurrence, a limit of Ten Million and No/100 Dollars ($10,000,000.00) for products and completed operations annual aggregate, and a limit of Ten Million and No/100 Dollars ($10,000,000.00) general aggregate limit per policy year. The policy shall cover liability arising from premises, operations, independent contractors, products, completed operations, personal injury, bodily injury, advertising injury, and liability assumed under an "insured contract" including the License Agreement. The policy will cover Wireless Provider's liability under the indemnity provisions set forth in these Standard Terms. The policy shall contain a "separation of insured's" clause.

11.1.2 Automobile Liability. Automobile liability insurance with a limit of One Million Dollars ($1,000,000) for each occurrence covering any and all owned, hired, and non-owned vehicles assigned to or used in any way in connection with Wireless Provider's use of the Right-of-way. Without limitation, such insurance shall cover hazards of motor vehicle use for loading and off loading.

11.1.3 Workers' Compensation. Such workers' compensation and similar insurance as is required by law and employer's liability insurance with a minimum limit of One Hundred Thousand Dollars ($100,000) for each accident, One Hundred Thousand Dollars ($100,000) disease for each employee, Five Hundred Thousand Dollars ($500,000) policy limit for disease. All contractors and subcontractors must provide like insurance.

11.1.4 Special Risk Property. Unless waived by City in writing, all risk property insurance covering damage to or destruction of all real and personal improvements to the Right-of-way, including without limitation, all improvements existing upon the Right-of-way prior to an approved License Agreement, an issued Site Permit, or hereafter constructed in an amount equal to full replacement cost of all such improvements. Such insurance shall be special causes of loss policy form (minimally including perils of fire, lightning, explosion, windstorm, hail, smoke, aircraft, vehicles, riot, civil commotion, theft, vandalism, malicious mischief, collapse and flood). Coverage shall include pollutant clean up and removal with minimum limits coverage of Fifty-Thousand Dollars ($50,000.00).

11.1.5 Other Insurance. Any other insurance City may reasonably require for the protection of City and City's employees, officials, representatives, officers and agents (all of whom, including City, are collectively "Additional Insureds"), the Right-of-way, surrounding property, Wireless Provider, or the activities carried on or about the Right-of-way. Such insurance shall be limited to insurance a reasonable person owning, leasing, designing, constructing, occupying, or operating similar facilities might reasonably purchase.

11.2 Policy Limit Escalation. City may elect by notice to Wireless Provider to increase the amount or type of any insurance to account for inflation, changes in risk, or any other factor that City reasonably determines to affect the prudent amount of insurance to be provided.

11.3 Form of All Insurance. All insurance provided by Wireless Provider with respect to the Right-of-way, whether required in these Standard Terms or not, shall meet the following requirements:

11.3.1 "Occurrence" coverage is required.

11.3.2 If Wireless Provider uses any excess insurance then such excess insurance shall be "follow form" equal to or broader in coverage than the underlying insurance.

11.3.3 Policies must also cover and insure Wireless Provider's activities relating to the business operations and activities conducted away from the Right-of-way.

11.3.4 Within five (5) business days of receiving a written request from the City, Wireless Provider shall provide copies of insurance certificates, insurance policies, formal endorsements or other documentation acceptable to City that all insurance coverage required herein is provided.

11.3.5 Wireless Provider's insurance shall be primary insurance with respect to claims arising out of Wireless Provider's operations, activities and obligations set forth in these Standard Terms.

11.3.6 All policies, including workers' compensation, shall waive transfer rights of recovery (subrogation) against City, and the other Additional Insureds.

11.3.7 All deductibles, retentions, or "self-insured" amounts shall be subject to the following:

11.3.7.1 Wireless Provider shall be solely responsible for any self-insurance amount or deductible.

11.3.7.2 Such amounts shall not exceed in total One Hundred Thousand Dollars ($100,000.00) per loss. At such times as Wireless Provider's net worth is more than One Hundred Million Dollars ($100,000,000.00), such limit shall be One Million and No/100 Dollars ($1,000,000.00).

11.3.7.3 Any self-insured exposure shall be deemed to be an insured risk under the License Agreement.

11.3.7.4 Wireless Provider shall provide to the beneficiaries of all such amounts no less insurance protection than if such self-insured portion was fully insured by an insurance company of the quality and caliber required hereunder.

11.3.7.5 The right to self-insure is limited and specific to Wireless Provider and does not extend to Wireless Provider's contractors or others.

11.3.8 All policies except workers' compensation must name City and the other Additional Insureds as additional insureds. Wireless Provider shall cause coverage for Additional Insureds to be incorporated into each insurance policy by endorsement with respect to claims arising out of Wireless Provider's operations, activities and obligations under these Standard Terms.

11.3.9 All policies must require the insurer to provide City with at least thirty (30) days' prior notice of any cancellation. The insurer's duty to notify City of changes in coverage shall not include phrases such as "endeavor to" or "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives."

11.3.10 All policies shall require that notices be given to City in the manner specified for notices to City set forth in these Standard Terms.

11.4 Insurance Certificates. Wireless Provider shall evidence all insurance by furnishing to City certificates of insurance annually and with each change in insurance coverage. Certificates must evidence that the policy described by the certificate is in full force and effect and that the policy satisfies each requirement of these Standard Terms applicable to the policy. For example, certificates must evidence that City and the other Additional Insureds are additional insureds. Certificates must also be in an industry standard form reasonably acceptable to City. Wireless Provider shall provide updated certificates at City's request.

11.5 Acceptable Insurers. All insurance policies shall be issued by insurers acceptable to City. At a minimum, all insurers shall be duly licensed (or qualified unlicensed non-admitted insurer) by the State of Arizona, Department of Insurance. At a minimum, all insurers shall have and maintain an A.M. Best, Inc. rating of B++ 6.

11.6 No Representation of Coverage Adequacy. By requiring insurance herein, City does not represent that coverage and limits will be adequate to protect Wireless Provider. City reserves the right to review any and all of the insurance policies and/or endorsements cited in these Standard Terms but has no obligation to do so. Failure to demand such evidence of full compliance with the insurance requirements set forth in these Standard Terms or failure to identify any insurance deficiency shall not relieve Wireless Provider from, nor be construed or deemed a waiver of, Wireless Provider's obligation to maintain the required insurance at all times.

11.7 Indemnity. In addition to all other indemnities and other obligations hereunder, to the fullest extent permitted by law, throughout the term of any and all License Agreements or Site Permits and until all obligations and performances under or related to these Standard Terms are satisfied and all matters described in this paragraph are completely resolved, Wireless Provider and all other persons using, acting, working or claiming through or for Wireless Provider (if they or their subcontractor, employee or other person or entity hired or directed by them participated in any way in causing the claim in question)) shall jointly and severally indemnify, defend and hold harmless City and all other Additional Insureds for, from and against any and all claims or harm related to Wireless Provider's use of the Right-of-way or the rights granted to Wireless Provider with respect to the Right-of-way or Wireless Provider's exercise of its rights under these Standard Terms (the "Indemnity"). Without limitation, the Indemnity shall include and apply to any and all allegations, demands, judgments, assessments, taxes, impositions, expenses, proceedings, liabilities, obligations, suits, actions, claims (including without limitation claims of personal injury, bodily injury, sickness, disease, death, property damage, destruction, loss of use, financial harm, or other impairment), damages, losses, expenses, penalties, fines or other matters (together with all attorney fees, court costs, and the cost of appellate proceedings and all other costs and expenses of litigation or resolving the claim) that may arise in any manner out of any use of the Right-of-way or other property pursuant to any and all License Agreements or Site Permits, or any actions, acts, errors, mistakes or omissions relating to work or services in the performance of or related to the License Agreement, including without limitation any injury or damages or cause of action claimed or caused by any employees, contractors, subcontractors, tenants, subtenants, agents or other persons upon or using the Right-of-way or surrounding areas related to Wireless Provider's exercise of its rights under the License Agreement, including without limitation, claims, liability, harm or damages caused in part by City or any other Additional Insured or anyone for whose mistakes, errors, omissions or negligence Wireless Provider or City may be liable. As a condition to City's approval of any and all License Agreements or Site Permits, Wireless Provider specifically agrees that to the extent any provision of this paragraph is not fully enforceable against Wireless Provider for any reason whatsoever, this paragraph shall be deemed automatically reformed to the minimal extent necessary to cause it to be enforceable to the fullest extent permitted by law. The Indemnity shall also include and apply to any environmental injury, personal injury or other liability relating to Wireless Provider's use of real

property under the License Agreement. Notwithstanding the foregoing, the Indemnity does not apply to:

11.7.1 Claims arising only from the sole gross negligence or intentionally wrongful acts of City.

11.7.2 Claims that the law prohibits from being imposed upon the indemnitor.

11.8 Risk of Loss. Wireless Provider assumes the risk of any and all loss, damage or claims related to Wireless Provider's use of the Right-of-way or other property of City, Wireless Provider or third parties throughout the term of any and all License Agreements and the term(s) of any and all Site Permits. Wireless Provider shall be responsible for any and all damage to its property and equipment related to these Standard Terms.

11.9 Insurance to be Provided by Others. Wireless Provider shall cause its contractors or other persons occupying, working on or about, or using the Right-of-way pursuant to these Standard Terms to be covered by their own or Wireless Provider's insurance as required by these Standard Terms. The required policy limits for commercial general liability insurance provided by such persons shall be One Million Dollars ($1,000,000) for each occurrence, One Million Dollars ($1,000,000) for products and completed operations annual aggregate, and Two Million Dollars ($2,000,000) general aggregate limit per policy year. This paragraph does not apply to persons who do not actually perform physical labor in the Right-of-way (such as Wireless Provider's consulting design engineers).

XII. CONDEMNATION

12. Condemnation. The following shall govern any condemnation of any part of or interest in the Use Areas and any conveyance to City or another condemnor in avoidance or settlement of condemnation or a threat of condemnation:

12.1 Termination for Condemnation. The Site Permit(s) for the Use Area shall terminate on the date (the "Condemnation Date") that is the earlier of the date title vests in the condemnor, or the date upon which the condemnor is let into possession. Notwithstanding the foregoing, if City reasonably determines that the Use Areas continue to be suitable for Wireless Provider to conduct the Permitted Uses, City may elect to cause the Site Permit(s) to continue to remain in effect as to the part of the Use Areas not taken and the Use Fee shall not be reduced or abated. Nevertheless, if Wireless Provider reasonably determines that the Use Areas are not suitable for Wireless Provider to conduct the Permitted Uses, then the Site Permit(s) shall terminate.

12.2 Condemnation Proceeds. Wireless Provider hereby assigns and transfers to City Wireless Provider's entire interest in all condemnation damages, interest, severance damages, and any other payments or proceeds of any kind relating to the condemnation (collectively the "Condemnation Proceeds"). Wireless Provider shall execute and deliver to City assignments or other instruments requested by City confirming such assignment and transfer. Wireless Provider shall immediately pay to City any Condemnation Proceeds Wireless Provider may receive. The Condemnation Proceeds shall not include relocation benefits, if any, awarded specifically to Wireless Provider to cover expenses of relocating Wireless Provider's business located at the Use Areas at the time of the condemnation, or any compensation specifically awarded to Wireless Provider for any taking of the Communications Equipment itself. Any repair, relocation or similar costs relating to the Communications Equipment shall be borne by Wireless Provider.

12.3 Power to Condemn. Wireless Provider acknowledges that City and others from time-to-time may use the power to condemn the Use Areas or any interest therein or rights thereto. City has not relinquished any right of condemnation or eminent domain over the Use Areas. City does not warrant that City will not condemn the Use Areas during the term of the License Agreement, but City does not presently have intentions to condemn the Use Areas.

XIII. DAMAGE TO OR DESTRUCTION OF USE AREAS

13. Damage to or Destruction of the Use Areas. The following provisions shall govern damage to or destruction of the Use Areas by fire, flood, explosion, the elements, the public enemy, or other casualty (collectively "Casualty Damage"):

13.1 Damage to Wireless Provider's Improvements. Wireless Provider shall commence restoring the Casualty Damage to Wireless Provider's Improvements within thirty (30) days after any Casualty Damage occurs. Wireless Provider shall complete the restoration work within thirty (30) days after commencement. Such work shall be subject to the plans approval process and all other requirements for Wireless Provider's Improvements. Wireless Provider shall perform all restoration work at Wireless Provider's sole cost and expense.

13.2 Monthly Restoration Work Report. Wireless Provider shall provide to City no later than the tenth day of each month a written narrative report of the progress of the restoration work.

XIV. WIRELESS PROVIDER'S RECORDS

14. Wireless Provider's Records. During the entire term of any License Agreement, Wireless Provider shall keep records and provide information to City as follows:

14.1 Scope of Information. Unless otherwise specified, all of Wireless Provider's recordkeeping and disclosure obligations under this article are limited to the following (collectively the "Covered Information"):

14.1.1 The status of the construction, repair or restoration of Wireless Provider Improvements.

14.1.2 Information indicating whether City or Wireless Provider is in compliance with the terms herein.

14.2 Records Inspection. At Wireless Provider's expense, Wireless Provider shall:

14.2.1 Permit and assist City and its representatives upon twenty-one (21) days' notice to inspect, audit, and copy Wireless Provider's records of Covered Information.

14.2.2 Make the records of Covered Information (and reasonable accommodations for City's audit and inspection) available to City at Wireless Provider's offices in Maricopa County, Arizona.

14.2.3 Cause Wireless Provider's employees and agents and accountants to give their full cooperation and assistance in connection with City's access to the Covered Information.

14.3 Record Retention. Wireless Provider shall preserve records of the Covered Information in a secure place at Wireless Provider's corporate headquarters in the continental United States for a period ending seven (7) years after the time period reported by the records.

14.4 Record Media Included. City's and Wireless Provider's rights and obligations regarding the Covered Information apply regardless of the type of media, materials, or data repositories that may contain the Covered Information. City shall have access to Covered Information contained, without limitation, in records, books, papers, documents, recordings, computer data, contracts, logs, notes, ledgers, correspondence, reports, drawings, and memoranda, and any and all other sources, records and repositories of Covered Information.

14.5 Reports. Wireless Provider shall deliver to City written reports (and, if requested by City, a presentation to City's governing council or designee) covering such Covered Information as City may request from time to time. City shall not request such reports more often than once in any twelve (12) month period.

14.6 Standards for Records. Wireless Provider shall maintain a standard, modern system of recordkeeping for the Covered Information and shall keep and maintain proper and accurate books and other repositories of information relating to the Covered Information.

XV. COMPLIANCE WITH LAW

15. Compliance with Law. Wireless Provider shall perform its obligations under these Standard Terms in accordance with all federal, state, county and local laws, ordinances, regulations or other rules or policies as are now in effect or as may hereafter be adopted or amended. Without limiting in any way the generality of the foregoing, Wireless Provider shall comply with all and each of the following:

15.1 Applicability of Municipal Law. Without limitation, Wireless Provider shall comply with municipal laws as follows:

15.1.1 Wireless Provider acknowledges nothing set forth herein or by approval of any License Agreement or issuance of any Site Permit constitutes, and City has not promised or offered, any type of waiver of, or agreement to waive (or show any type of forbearance, priority or favoritism to Wireless Provider with regard to) any law, ordinance, power, regulation, tax, assessment or other legal requirement now or hereafter imposed by the City of San Luis or any other governmental body upon or affecting Wireless Provider, the Use Areas, or the Street Parcel or Wireless Provider's use of the Use Areas, the Street Parcel or the Right-of-way.

15.1.2 All of Wireless Provider's obligations hereunder are in addition to, and cumulative upon (and not to any extent in substitution or satisfaction of), all existing or future laws and regulations applicable to Wireless Provider.

15.1.3 City, by approving any License Agreement and/or Site Permit, cannot and has not relinquished or limited any right of condemnation or eminent domain over the Right-of-way or any other property related to these Standard Terms or within the Right-of-way.

15.1.4 An approved License Agreement or issued Site Permit cannot and does not impair City's, power to enact, apply or enforce any laws or regulations, or exercise any governmental powers affecting in any way Wireless Provider, the Use Areas, the Street Parcel, or the Right-of-way.

15.1.5 City's rights and remedies hereunder for Wireless Provider's failure to comply with all applicable laws supplement and are in addition to and do not replace otherwise existing powers of the City of San Luis or any other governmental body.

15.1.6 Wireless Provider's rights hereunder and pursuant to any approved License Agreement or issued Site Permit are further subject to all present and future building restrictions, regulations, zoning laws, and all ordinances, resolutions, rules and orders of all bodies, bureaus, commissions and bodies of any municipal, county, state, or federal authority, now or hereafter having jurisdiction over the Use Areas or Wireless Provider's use thereof. Wireless Provider shall comply with all of the foregoing.

15.2 Radio Frequency Compliance Requirements. Wireless Provider shall document, report and confirm its compliance with Federal Communications Commission ("FCC") Radio Frequency Exposure Guidelines (FCC OET Bulletin 65) and all other applicable radio frequency emissions laws and regulations in effect from time to time (collectively, the "FCC Rules") as follows:

15.2.1 Wireless Provider shall cause its senior internal engineer responsible for compliance with the FCC Rules to deliver to City a written letter (the "RF Letter"), as follows:

15.2.1.1 The RF Letter shall attest that Wireless Provider's operation of the Communications Equipment is in compliance with the FCC Rules. A statement from Wireless Provider declaring exemption from reporting to FCC is not acceptable to comply with the requirements of this paragraph.

15.2.2 Wireless Provider shall maintain records of radio frequency measurements and Communications Equipment performance in accordance with the FCC Rules.

15.2.3 Wireless Provider shall also evidence and demonstrate its compliance with the FCC Rules in such manner and at such intervals as the San Luis City Code and other applicable laws and regulations may mandate.

15.3 Government Property Lease Excise Tax. Wireless Provider shall be responsible for any and all property taxes and all government property lease excise taxes described in A.R.S. § 42-6201 *et seq.* or similar laws in force from time to time. Pursuant to A.R.S. § 42-6206, failure by Wireless Provider to pay the taxes after notice and an opportunity to cure is an event of default that could result in divesting Wireless Provider of any interest in or right of occupancy of the Use Areas.

15.4 Use Area Regulations. City reserves the right to adopt, amend and enforce against Wireless Provider rules and regulations governing the operation of the Street Parcel, including the Use Areas, Wireless Provider's activities therein and thereon, and the public areas and facilities used by Wireless Provider in connection therewith.

15.5 Taxes, Liens and Assessments. In addition to all other amounts herein provided and to the extent consistent with applicable law, Wireless Provider shall pay, when the same become due and payable, all taxes and general and special fees, charges and assessments of every description that during the term of any License Agreement or Site Permit may be levied upon or assessed upon or with respect to Wireless Provider's use of the Right-of-way, the operations conducted therein, any amounts paid or other performances required by these Standard Terms by either party, and all possessory interest in the Right-of-way and Wireless Provider's improvements and other property thereon. Wireless Provider shall pay, indemnify, defend and hold harmless City

from any and all such obligations, including any interest, penalties and other expenses which may be imposed, and from any lien therefor or sale or other proceedings to enforce payment thereof.

15.6 Permits. Nothing in these Standard Terms relieves Wireless Provider of the obligation to obtain permits, licenses and other approvals from City or other units of government that are required for the erection, construction, reconstruction, installation, operation or maintenance of the Communications Equipment or provision of Telecommunications Services; or from compliance with applicable municipal codes, ordinances, laws and policies, such as zoning and land use ordinances and regulations, pavement cut and restoration ordinances and regulations, subdivision and project improvement ordinances, curb cut permits, building permits, Right-of-way permits and the like.

XVI. ASSIGNABILITY

16. Assignability. License Agreements and Site Permits are not assignable by Wireless Provider (and any assignment shall be void and vest no rights in the purported assignee) unless the assignment is made in strict compliance with the following:

16.1 Assignments Affected. Every assignment of any of Wireless Provider's interest in the Right-of-way, any License Agreement, any Site Permit, or any of Wireless Provider's rights or interests hereunder is prohibited unless Wireless Provider first receives from City notice of City's consent to the assignment, City's consent to such assignment not to be unreasonably withheld, conditioned, or delayed. All references in these Standard Terms to assignments by Wireless Provider or to assignees shall be deemed also to apply to all of the following transactions, circumstances and conditions and to all persons claiming pursuant to such transactions, circumstances and conditions:

16.1.1 Any voluntary or involuntary assignment, conveyance or transfer of Wireless Provider's right to use the Right-of-way under the License Agreement or any interest or rights of City under the License Agreement, in whole or in part.

16.1.2 Any voluntary or involuntary pledge, lien, mortgage, security interest, judgment, claim or demand, whether arising from any contract, any agreement, any work of construction, repair, restoration, maintenance or removal, or otherwise affecting Wireless Provider's rights to use the Right-of-way (collectively "Liens").

16.1.3 Any assignment by Wireless Provider of any interest in any License Agreement or Site Permit for the benefit of creditors, voluntary or involuntary.

16.1.4 A Wireless Provider Insolvency.

16.1.5 The occurrence of any of the foregoing by operation of law or otherwise.

16.1.6 The occurrence of any of the foregoing with respect to any assignee or other successor to Wireless Provider.

16.2 Pre-approved Assignments. Subject to certain conditions hereafter stated, City hereby consents to certain assignments (the "Pre-approved Assignments"). Only the following assignments are Pre-approved Assignments:

16.2.1 Complete Assignment of License Agreement and Site Permits. Wireless Provider's complete assignment of all of Wireless Provider's rights and Interests in the Right-of-way

and approved License Agreements, and issued Site Permits to a single assignee who meets all of the following requirements, as determined by City in City's reasonable discretion (a "Qualified Operator"):

16.2.1.1 The assignee has experience, management, credit standing and financial capacity and other resources equal to or greater than Wireless Provider's and adequate to successfully perform the obligations set forth herein.

16.2.1.2 The assignee is experienced in the management and operation of similar projects.

16.2.1.3 The assignee assumes all of Wireless Provider's obligations herein.

16.2.1.4 The assignee has a net worth of not less than Fifty Million and No/100 Dollars ($50,000,000.00).

16.2.2 Stock Transfers. The transfer of publicly traded stock, regardless of quantity.

16.2.3 Merger. The merger or consolidation of Wireless Provider with another entity that is a Qualified Operator.

16.2.4 Common Ownership Transfer. Wireless Provider's complete assignment of all of Wireless Provider's rights and interests in the Right-of-way and approved License Agreements to single assignee who is and remains a wholly owned subsidiary of Wireless Provider's sole owner as of the date of the License Agreement (or a wholly owned subsidiary of a wholly owned subsidiary of Wireless Provider's sole owner as of the date of the License Agreement).

16.3 Limitations on Assignments. City's consent to any assignment, including without limitation, Pre-approved Assignments, is not effective until the following conditions are satisfied:

16.3.1 Except for the sale of stock, Wireless Provider shall provide to City a summary of provisions of the transaction documents assigning its interests.

16.3.2 Each assignee must execute an assumption of any and all License Agreements and Site Permits to be assigned in form acceptable to City.

16.3.3 Each Pre-approved Assignment must satisfy all other requirements of these Standard Terms pertaining to assignments.

16.4 Assignment Remedies. Any assignment without City's consent shall be void and shall not result in the assignee obtaining any rights or interests. City may, in its sole discretion and in addition to all other remedies available to City under these Standard Terms or otherwise, and in any combination, terminate any and all License Agreements and Site Permits; collect Use Fee from the assignee and/or declare the assignment to be void, all without prejudicing any other right or remedy of City under these Standard Terms. No cure or grace periods shall apply to assignments prohibited under these Standard Terms or to enforcement of any provision under these Standard Terms against an assignee who did not receive City's consent.

16.5 Effect of Assignment. Prior to any assignment, each assignee must execute an assumption of each License Agreement and Site Permit in the form attached hereto as Attachment

"D". No action or inaction by City shall be deemed a waiver of the prohibition on assignments or any other provision herein, or the acceptance of the assignee, Wireless Provider or occupant as Wireless Provider, or a release of Wireless Provider from the further performance by Wireless Provider of the provisions of these Standard Terms, any License Agreement or any Site Permit. Consent by City to an assignment shall not relieve Wireless Provider from obtaining City's consent to any further assignment. No assignment shall release Wireless Provider from any liability hereunder.

16.6 Enforceability after Assignment. No consent by City shall be deemed to be a novation. City's consent to any assignment does not in any way expand or modify the terms set forth in these Standard Terms or waive, diminish or modify any of City's rights or remedies under the License Agreement or any Site Permit. The terms set forth in these Standard Terms shall be enforceable against Wireless Provider and each successor, partial or total, and regardless of the method of succession, to Wireless Provider's interest hereunder. Each successor having actual or constructive notice of these Standard Terms, a License Agreement or Site Permit shall be deemed to have agreed to the preceding sentence.

16.7 Grounds for Refusal. Except for the Preapproved Assignments, no assignment of any License Agreement or Site Permit by Wireless Provider is contemplated or bargained for. Without limitation, City has the right to impose upon any consent to assignment such conditions and requirements as City may deem appropriate.

16.8 Consent to Assignments. Wireless Provider shall attach to each Pre-approved Assignment a copy of Wireless Provider's notice to City of the Pre-approved Assignment and other required documents, Wireless Provider shall attach to each other assignment, a copy of City's notice to Wireless Provider of City's consent to the assignment. These Standard Terms shall continue to be enforceable according to its terms in spite of any provisions of any documents relating to an assignment.

16.9 Assignment Fee. Wireless Provider shall pay to City in advance the sum of Five Hundred Dollars ($500) as a nonrefundable fee for legal, administrative and other expenses related to every Pre-approved Assignment of a License Agreement (including any related Site Permits (other than the sale of publicly traded stock) or to any request for a consent to assignment, whether or not City grants such request.

XVII. MISCELLANEOUS

17. Miscellaneous. The following additional provisions apply to these Standard Terms:

17.1 Amendments. These Standard Terms may not be amended except by a formal writing executed by all of the parties.

17.2 Dates. Any reference to a year shall refer to a calendar year unless a fiscal year is specifically stated. Sunday, Saturday and Arizona legal holidays are holidays for purposes of the License Agreement and issued Site Permits.

17.3 Time of Essence. Time is of the essence of each and every provision of the License Agreement and any issued Site Permit.

17.4 Severability. If any provision of these Standard Terms shall be ruled by a court or agency of competent jurisdiction to be invalid or unenforceable for any reason, then:

17.4.1 The invalidity or unenforceability of such provision shall not affect the validity of any remaining provisions of these Standard Terms.

17.4.2 These Standard Terms shall be automatically reformed to secure to the parties the benefits of the unenforceable provision, to the maximum extent consistent with law.

17.5 Conflicts of Interest. No officer, representative or employee of City shall have any direct or indirect interest in the License Agreement and any Site Permit, nor participate in any decision relating to any License Agreement or Site Permit that is prohibited by law.

17.6 No Partnership. The transactions and performances contemplated hereby shall not create any sort of partnership, joint venture or similar relationship between the parties.

17.7 Nonliability of Officials and Employees. No official, representative or employee of City shall be personally liable to any party, or to any successor in interest to any party, in the event of any default or breach by City or for any amount which may become due to any party or successor, or with respect to any obligation of City or otherwise under the terms of any License Agreement or related to any License Agreement or any issued Site Permit.

17.8 Notices. Notices hereunder shall be given in writing delivered to the other party or mailed by overnight express courier, registered or certified mail, return receipt requested, postage prepaid to the addresses set forth in the License Agreements and to the City as follows:

If to City:
City Manager
City of San Luis
P.O. Box 1170
San Luis, AZ 85349

Copy to:
City Attorney
City of San Luis
P.O. Box 1170
San Luis, AZ 85349

By notice from time to time, a person may designate any other street address within Maricopa County, Arizona as its address for giving notice hereunder. Service of any notice by mail shall be deemed to be complete three (3) days (excluding Saturday, Sunday and legal holidays) after the notice is deposited in the United States mail.

17.9 Construction. Whenever the context of these Standard Terms requires herein the singular shall include the plural, and the masculine shall include the feminine.

17.10 Funding. This subparagraph shall control notwithstanding any provision of the License Agreement or any exhibit or other agreement or document related hereto. If funds necessary to fulfill City's obligations under any License Agreement or any issued Site Permit are not appropriated by the San Luis City Council, City may terminate any such License Agreement and Site Permits by notice to Wireless Provider. City shall use best efforts to give notice of such a termination to Wireless Provider at least thirty (30) days prior to the end of City's then current fiscal period. Termination in accordance with this provision shall not constitute a breach of the License Agreement and any issued Site Permit by City. No person will be entitled to any compensation, damages or other remedy from City if this Agreement is terminated pursuant to the terms of this subsection.

17.11 Paragraph Headings. The paragraph headings contained herein are for convenience in reference and not intended to define or limit the scope of any provision of the License Agreement.

17.12 No Third Party Beneficiaries. No person or entity shall be a third party beneficiary to the License Agreement or shall have any right or cause of action hereunder. City shall have no liability to third parties for any approval of plans, Wireless Provider's construction of improvements, Wireless Provider's negligence, Wireless Provider's failure to comply with the provisions of these Standard Terms (including any absence or inadequacy of insurance required to be carried by Wireless Provider).

17.13 Exhibits. All Exhibits specifically stated to be attached hereto as specified herein are hereby incorporated into and made an integral part of the License Agreement for all purposes.

17.14 Attorneys' Fees. If any action, suit or proceeding is brought by either party hereunder to enforce a License Agreement, issued Site Permits, or for failure to observe any of the covenants of these Standard Terms, a License Agreement or issued Site Permits or to vindicate or exercise any rights or remedies hereunder, the prevailing party in such proceeding shall be entitled to recover from the other party such prevailing party's reasonable attorneys' fees and other reasonable litigation costs (as determined by the court (and not a jury) in such proceeding).

17.15 Approvals and Inspections. All approvals, reviews and inspections by City are for City's sole benefit and not for the benefit of Wireless Provider, its contractors, engineers or other consultants or agents, or any other person.

17.16 Legal Workers. If and to the extent A.R.S. §41-4401 is applicable Wireless Provider shall comply with laws regarding workers as follows:

17.16.1 Wireless Provider warrants to City that Wireless Provider and all its subcontractors will comply with all federal immigration laws and regulations that relate to their employees and that Wireless Provider and all its subcontractors now comply with the E-Verify Program under A.R.S. §23-214(A).

17.16.2 A breach of the foregoing warranty by Wireless Provider shall be deemed a material breach of any approved License Agreement and any issued Site Permits that are subject to penalties up to and including termination of the License Agreement and any issued Site Permits.

17.16.3 City retains the legal right to inspect the papers of any employee of Wireless Provider or any subcontractor who works on a Use Area pursuant to a License Agreement and any issued Site Permits to ensure that they or the subcontractor is complying with the warranty given above.

17.16.4 City may conduct random verification of Wireless Provider's and its subcontractors' employment records to ensure compliance with the warranty given above.

17.16.5 Wireless Provider shall indemnify, defend and hold City harmless for, from and against all losses and liabilities arising from any and all violations of the warranty given above.

City of San Luis Wireless in the ROW Standard Designs and Concepts

Wireless in the ROW Fee Structure

[THIS EXHIBIT TO BE ADDED UPON CITY COUNCIL APPROVAL IN March, 2018].

Standards for Letters of Credit

In addition to any other requirements imposed upon a letter of credit (the "Letter of Credit") issued pursuant to these Standard Terms, each Letter of Credit shall meet and be governed by the following additional standards and requirements:

1. Letter of Credit Requirements. The Letter of Credit shall be printed on Bank Safety Paper. The following terms and no others shall be stated on the face of the Letter of Credit:

1.1 The Letter of Credit is clean, unconditional, and irrevocable.

1.2 The Letter of Credit is payable to City upon presentation of the City's draft.

1.3 City may make partial draws upon the Letter of Credit.

1.4 The Letter of Credit is conditioned for payment solely upon presentation of a sight draft and a copy of the Letter of Credit.

1.5 Within ten (10) days after City's draft on the Letter of Credit is honored, City must make the original of the Letter of Credit available to the issuer in Maricopa County, Arizona upon which the issuer may endorse its payments.

1.6 The issuer specifies a telefax number, email address, and street address at which City may present drafts on the Letter of Credit.

1.7 The Letter of Credit is valid until a specified date.

1.8 The Letter of Credit will be automatically renewed for successive one (1) year periods, unless at least one hundred twenty (120) days prior to expiration the issuer notifies City in writing, by either registered or certified mail, that issuer elects not to renew the Letter of Credit for the additional period. In the event of such notification, any then unused portion of the Letter of Credit shall be available by draft on or before the then current expiration date.

1.9 The Letter of Credit is otherwise subject to the most recent edition of the Uniform Customs and Practices for Documentary Credits, published by the International Chamber of Commerce.

1.10 The Letter of Credit need not be transferable.

2. Approved Forms. The form of the Letter of Credit and of drafts upon the Letter of Credit shall be as follows:

2.1 Except as approved in writing by City's City Manager or designee, the form of the Letter of Credit shall be in the form set out below.

2.2 Except as approved in writing by City's City Manager or designee, the form of drafts upon the Letter of Credit shall be in the form set out below.

3. Issuer Requirements. The issuer of the Letter of Credit shall meet all of the following requirements:

3.1 The issuer shall be a federally insured financial institution with offices in Maricopa County, Arizona, at which drafts upon the Letter of Credit may be presented.

3.2 The issuer shall be a member of the New York Clearing House Association or a commercial bank or trust company satisfactory to City.

3.3 The issuer shall have a net worth of not less than $1 billion.

Form Of Letter Of Credit

Date _____, 20__

Letter of Credit No.:_____

City Manager
City of San Luis
P.O. Box 1170
San Luis, AZ 85349

Dear Sir or Madam:

We hereby establish our clean, unconditional and irrevocable Letter of Credit in your favor at the request and for the account of _____ in the aggregate amount of _____ ($_____), available upon presentation of your draft in the form attached hereto as **Schedule 1**.

We will honor each draft presented to us in compliance with the terms of this Letter of Credit. Partial draws are permitted. Each draft must be accompanied by a copy of this Letter of Credit. Within ten (10) days after we honor your draft, you must make the original of this Letter of Credit available to us in Yuma County, Arizona upon which we may endorse our payment. Drafts may be presented by any of the following means:

1. By telefax to (_____) _____-_____.
2. By email to _____.
3. By hand or overnight courier service delivery to:
   [This address must be in Maricopa County, Arizona.]
   _____
   _____
   _____
4. By hand or overnight courier service delivery to:
   [This address need not be in Maricopa County, Arizona]
   _____
   _____
   _____

This Letter of Credit is valid until _____, 20____ and shall thereafter be automatically renewed for successive one (1) year periods, unless at least one hundred twenty (120) days prior to expiration we notify you in writing, by either registered or certified mail, that we elect not to renew the Letter of Credit for such additional period. In the event of such notification, any then unused portion of the Letter of Credit shall be available upon your presenting to us your draft on or before the then current expiration date.

This Letter of Credit is subject to the UCP600. This Letter of Credit is not assignable.

_____ [bank name] _____, a _____
By _____ [bank officer's signature] _____
_____ [bank officer's name printed] _____
Its _____ [bank officer's title] _____
Phone: ____ [bank officer's phone number] _____

Form Of Draft On Letter Of Credit

To: _____

_____

_____

From: City Manager
City of San Luis
P.O. Box 1170
San Luis, AZ 85349

Date: _____, 20_____

Ladies and Gentlemen:

Pursuant to your Credit No. _____, the City of San Luis hereby demands cash payment in the amount of _____ ($_____).

Please make your payment to the City of San Luis in the form of a wire deposit to:

_____
_____
_____
_____

If such deposit cannot be accomplished immediately for any reason, please make your payment in the form of a cashier's check issued by your institution and delivered to me at the address listed above.

I certify that I am the City Manager of the City of San Luis.

If there is any imperfection or defect in this draft or its presentation, please inform me immediately at (928) 341-8520 so that I can correct it. Also, please immediately notify the City Attorney at (928) 341-8520.

Thank you.

_____
City of San Luis, City Manager

Assumption Of Wireless Provider Right-Of-Way License Agreement

Regarding _____

This assumption is made pursuant to paragraph 16.5 of that certain Wireless Provider Right-of-way License Agreement (the "License Agreement") between City of San Luis, an Arizona municipal corporation ("City") and _____, a _____ ("Wireless Provider") dated _____, 20____.

_____, a _____ ("Assignee"), having acquired the rights of the Wireless Provider under the License Agreement, hereby assumes the License Agreement, agrees to be bound thereby, and obligates itself to perform the terms and conditions of the License Agreement, all in favor of City. The person signing this document on behalf of Assignee warrants to City his authority to do so.

Dated: _____, 20_____

ASSIGNEE: _____,
a _____

By: _____
Its: _____

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by _____, _____ of _____, a _____.

_____
Notary Public

My Commission Expires:

_____
Date

WIRELESS PROVIDER RIGHT OF WAY LICENSE AGREEMENTS

COC License # _____

Wireless Provider's Name:

_____

Wireless Provider's Internal Site Name:

_____

ANTENNA SITE RIGHT-OF-WAY LICENSE AGREEMENT

THIS ANTENNA SITE RIGHT-OF-WAY LICENSE AGREEMENT (the "Agreement") is made and entered into this ___day of_____, 20___, by and between the City of San Luis, an Arizona municipal corporation ("City"), and _____, a _____ ("Wireless Provider").

RECITALS

A. The City of San Luis "Wireless Facilities Standard Terms and Conditions" sets out various recitals (collectively the "Standard Recitals") and provisions (collectively the "Standard Terms").

B. City holds an interest in a parcel of land (the "Street Parcel") comprising street Right-of-way for _____. The Street Parcel is located approximately _____ feet _____ of the center of the intersection of _____ and _____.

C. This Agreement allows Wireless Provider to use certain limited portions of the Street Parcel.

D. The portions of the Street Parcel that this Agreement allows Wireless Provider to use (the "Use Areas") are defined in the package of maps and related materials (the "Boundary Plan") attached hereto as **Exhibit "A"**.

E. Wireless Provider desires to install and operate on the Use Areas the wireless telecommunications receiving, processing and transmitting devices and related electronic equipment that is specified on the Site Plan (the "Communications Equipment") subject to the requirements of this Agreement. The Communications Equipment is limited to the actual electronic equipment, portable cabinets for such equipment, the enclosure, the antennas ("Antennas") used to communicate with cell phones and similar devices, all as shown on the drawing (the "Site Plan") attached hereto as **Exhibit "B"**. Notwithstanding anything in this Agreement to the contrary, the Communications Equipment excludes any item not shown on the Site Plan.

F. The volume of the Enclosure and the above ground portion of its pad as shown in the Site Plan is _____ cubic feet.

G. The Street Parcel is currently improved with an approximately _____ foot tall [electrical] [traffic signal] [street light] [antenna support] pole (the "Pole") owned by City ("Pole Owner").

H. Wireless Provider proposes to [use the existing Pole] [replace the existing Pole] with a new Pole that City ("Pole Owner") will own.

I. In order to install the Communications Equipment, Wireless Provider desires to construct supporting improvements and perform all other work shown on the Site Plan (collectively the "Project").

J. Wireless Provider shall complete the entire Project and put the Communications Equipment in full operation no later than one hundred eighty (180) days after the date of the issuance of the Encroachment Permit (the "Completion Deadline").

K. City desires to grant to Wireless Provider a license to install, maintain, operate and repair the Communications Equipment (the "Permitted Uses") subject to the requirements of this Agreement.

L. The Standard Recitals are all incorporated here by reference as if set out in full.

NOW, THEREFORE, for and in consideration of the foregoing, the amounts hereinafter to be paid by Wireless Provider, and the covenants and agreements contained herein to be kept and performed by Wireless Provider, and other good and valuable consideration, City and Wireless Provider agree as follows:

I. LICENSE TERMS

1. License Terms. City hereby grants to Wireless Provider a license to use the Use Areas as follows:

1.1 Standard Terms Incorporated. The Standard Terms are all incorporated here by reference as if set out in full. **WIRELESS PROVIDER WARRANTS AND REPRESENTS THAT WIRELESS PROVIDER HAS READ AND AGREES TO THE STANDARD RECITALS AND THE STANDARD TERMS.** Capitalized terms used but not defined in this Agreement shall have the meanings assigned by the Standard Recitals and the Standard Terms.

1.2 Standard Terms Application. Wireless Provider shall comply with all of the Standard Terms. Without limitation, the Standard Terms shall apply to the Use Areas as follows:

1.2.1 Wireless Provider's Boundary Plan Responsibility. It is Wireless Provider's responsibility before signing this Agreement to ensure that the Boundary Plan is prepared as follows:

1.2.1.1 Wireless Provider shall insure that the Boundary Plan clearly depicts all portions of the Street Parcel that Wireless Provider desires to use and that each such area is clearly shown on the Boundary Plan and labeled to clearly indicate which of the categories of Exclusive Areas or Shared Areas set out in the Standard Terms applies to the area.

1.2.1.2 If the Boundary Plan does not clearly show any portion of the Street Parcel as one of the categories of Exclusive Areas or Shared Areas set out in the Standard Terms, then such portion of the Street Parcel is not part of the Use Areas and Wireless Provider may not use such portion of the Street Parcel, even if the use is discussed in the Standard Terms.

1.2.1.3 Any Exclusive Area or Shared Area described or named in the Standard Terms that is not clearly depicted and correctly labeled on the Boundary Plan is excluded from this Agreement and unavailable for Wireless Provider's use.

1.2.1.4 Any portion of the Boundary Plan or the Site Plan that indicates a Wireless Provider use of the Street Parcel that is not one of the Exclusive Areas or Shared Areas specifically enumerated in the Standard Terms is excluded from this Agreement and not available for Wireless Provider's use.

1.2.1.5 All work, improvements and equipment within an Exclusive Area or Shared Area is limited to the purposes enumerated in the Standard Terms for that particular Exclusive Area or Shared Area.

1.2.1.6 This Agreement does not allow use of any land other than the specified portions of the Street Parcel that are Exclusive Areas or Shared Areas.

1.2.1.7 Any change to the Boundary Plan after City executes this Agreement is void unless it is memorialized in a formal amendment to this Agreement.

1.2.2 Site Plan. It is Wireless Provider's responsibility before signing this Agreement to ensure that the Site Plan correctly shows the work that Wireless Provider intends to perform, that the Site Plan correctly shows all improvements and equipment that Wireless Provider intends be located on the Use Areas, that the Site Plan shows no work, improvements or equipment outside the Exclusive Areas and Shared Areas properly depicted and labeled on the Boundary Plan, and that all work, improvements and equipment is encompassed within the purposes enumerated in the Standard Terms for that particular Exclusive Area or Shared Area. Any work, improvements or equipment not conforming to all the foregoing is prohibited, even if it is clearly shown on the Site Plan or discussed in the Standard Terms. Any refinement or other change to the Site Plan after City executes this Agreement is void unless Wireless Provider obtains Wireless Provider's approval of the change pursuant to the plans approval processes set out in the Standard Terms and pursuant to all applicable regulatory requirements.

1.2.3 Term of Agreement. The term of this Agreement is as stated in the Standard Terms.

1.2.4 Wireless Provider's Payments. Wireless Provider shall pay to City the amounts described in the Standard Terms.

1.2.5 Use Restrictions. Wireless Provider shall comply with the use restrictions set out in the Standard Terms.

1.2.6 Encroachment Permits. This Agreement constitutes a Class 8 "Encroachment Permit" under Chapter 46 of the San Luis City Code to the extent of granting permission for the Communications Equipment to exist on the Street Parcel but not to allow any construction or other work of any description in the Right-of-way or to allow obstruction of traffic or alteration of City's improvements. Before performing any work on the Right-of-way, Wireless Provider shall obtain the following additional encroachment permits, as applicable:

1.2.6.1 Permission to Work in the Right-of-way.

1.2.6.2 Traffic Control Plan.

1.2.6.3 Any other applicable permits regarding work in the Right-of-way.

1.2.7 Compliance with Law. Wireless Provider acknowledges that this Agreement does not constitute, and City has not promised or offered, any type of waiver of, or agreement to waive (or show any type of forbearance, priority or favoritism to Wireless Provider with regard to) any law, ordinance, power, regulation, tax, assessment or other legal requirement now or hereafter imposed by the City of San Luis or any other governmental body upon or affecting Wireless Provider's use of the Street Parcel. For example, Wireless Provider shall comply with all zoning, building and Right-of-way codes, ordinances and policies.

2. City's Initial Information. Unless and until City gives notice otherwise, City's contract administrator shall be the City's Regulatory Affairs Manager.

3. Wireless Provider's Initial Information. Unless and until Wireless Provider gives notice otherwise:

3.1. Wireless Provider's network operations center phone number as required by paragraph 7.1.3 of the Standard Terms is (_____) _____-_____.

3.2 Wireless Provider's address for notices as required by paragraph 17.8 of the Standard Terms shall be:

_____

_____

_____

3.3 Wireless Provider's billing address for routine billing invoices as required by paragraph 4.2 of the Standard Terms shall be:

_____

_____

_____

EXECUTED as of the date first given above.

CITY:

CITY OF SAN LUIS,
an Arizona municipal corporation

By: _____

_____
Regulatory Affairs Manager

WIRELESS PROVIDER: _____

a _____

By: _____

_____

Its: _____

EXHIBIT A-1

TABLE OF EXHIBITS FOR SITE LICENSE

Exhibit	Paragraph	Description
A	D	Boundary Plan
B	E	Site Plan

EXHIBIT A-2

(THIRD PARTY-OWNED POLE)

COC License # _____

Wireless Provider's Name:

_____

Wireless Provider's Internal Site Name:

_____

ANTENNA SITE RIGHT-OF-WAY LICENSE AGREEMENT

THIS ANTENNA SITE RIGHT-OF-WAY LICENSE AGREEMENT (the "Agreement") is made and entered into this ___day of_____, 20___, by and between the City of Chandler, an Arizona municipal corporation ("City"), and _____, a _____ ("Wireless Provider").

RECITALS

A. The City of San Luis"Wireless Facilities Standard Terms and Conditions" sets out various recitals (collectively the "Standard Recitals") and provisions (collectively the "Standard Terms").

B. City holds an interest in a parcel of land (the "Street Parcel") comprising street Right-of-way for _____. The Street Parcel is located approximately _____ feet _____ of the center of the intersection of _____ and _____.

C. This Agreement allows Wireless Provider to use certain limited portions of the Street Parcel.

D. The portions of the Street Parcel that this Agreement allows Wireless Provider to use (the "Use Areas") are defined in the package of maps and related materials (the "Boundary Plan") attached hereto as **Exhibit "A"**.

E. Wireless Provider desires to install and operate on the Use Areas the wireless telecommunications receiving, processing and transmitting devices and related electronic equipment that is specified on the Site Plan (the "Communications Equipment") subject to the requirements of this Agreement. The Communications Equipment is limited to the actual electronic equipment, portable cabinets for such equipment, the enclosure, the antennas ("Antennas") used to communicate with cell phones and similar devices, all as shown on the drawing (the "Site Plan") attached hereto as **Exhibit "B"**. Notwithstanding anything in this Agreement to the contrary, the Communications Equipment excludes any item not shown on the Site Plan.

F. The volume of the Enclosure and the above ground portion of its pad as shown in the Site Plan is _____ cubic feet.

G. The Street Parcel is currently improved with an approximately _____ foot tall [electrical] [street light] [antenna support] pole (the "Pole").

H. Wireless Provider has entered into a certain _____ (the "Pole Antenna Agreement") with Pole Owner dated _____, 20_____ whereby Wireless Provider has obtained permission from Pole Owner to use the existing Pole in the manner described in this Agreement, or Wireless Provider proposes to replace the existing Pole with a new Pole that Pole Owner will own.

I. In order to install the Communications Equipment, Wireless Provider desires to construct supporting improvements and perform all other work shown on the Site Plan (collectively the "Project").

J. Wireless Provider shall complete the entire Project and put the Communications Equipment in full operation no later than one hundred eighty (180) days after the date of the issurance of the Encroachment Permit (the "Completion Deadline").

K. City desires to grant to Wireless Provider a license to install, maintain, operate and repair the Communications Equipment (the "Permitted Uses") subject to the requirements of this Agreement.

L. The Standard Recitals are all incorporated here by reference as if set out in full.

NOW, THEREFORE, for and in consideration of the foregoing, the amounts hereinafter to be paid by Wireless Provider, and the covenants and agreements contained herein to be kept and performed by Wireless Provider, and other good and valuable consideration, City and Wireless Provider agree as follows:

I. LICENSE TERMS

1. License Terms. City hereby grants to Wireless Provider a license to use the Use Areas as follows:

1.1 Standard Terms Incorporated. The Standard Terms are all incorporated here by reference as if set out in full. **WIRELESS PROVIDER WARRANTS AND REPRESENTS THAT WIRELESS PROVIDER HAS READ AND AGREES TO THE STANDARD RECITALS AND THE STANDARD TERMS.** Capitalized terms used but not defined in this Agreement shall have the meanings assigned by the Standard Recitals and the Standard Terms.

1.2 Standard Terms Application. Wireless Provider shall comply with all of the Standard Terms. Without limitation, the Standard Terms shall apply to the Use Areas as follows:

1.2.1 Wireless Provider's Boundary Plan Responsibility. It is Wireless Provider's responsibility before signing this Agreement to ensure that the Boundary Plan is prepared as follows:

1.2.1.1 Wireless Provider shall insure that the Boundary Plan clearly depicts all portions of the Street Parcel that Wireless Provider desires to use and that each such area is clearly shown on the Boundary Plan and labeled to clearly indicate which of the categories of Exclusive Areas or Shared Areas set out in the Standard Terms applies to the area.

1.2.1.2 If the Boundary Plan does not clearly show any portion of the Street Parcel as one of the categories of Exclusive Areas or Shared Areas set out in the Standard Terms, then such portion of the Street Parcel is not part of the Use Areas and Wireless Provider may not use such portion of the Street Parcel, even if the use is discussed in the Standard Terms.

1.2.1.3 Any Exclusive Area or Shared Area described or named in the Standard Terms that is not clearly depicted and correctly labeled on the Boundary Plan is excluded from this Agreement and unavailable for Wireless Provider's use.

1.2.1.4 Any portion of the Boundary Plan or the Site Plan that indicates a Wireless Provider use of the Street Parcel that is not one of the Exclusive Areas or Shared Areas specifically enumerated in the Standard Terms is excluded from this Agreement and not available for Wireless Provider's use.

1.2.1.5 All work, improvements and equipment within an Exclusive Area or Shared Area is limited to the purposes enumerated in the Standard Terms for that particular Exclusive Area or Shared Area.

1.2.1.6 This Agreement does not allow use of any land other than the specified portions of the Street Parcel that are Exclusive Areas or Shared Areas.

1.2.1.7 Any change to the Boundary Plan after City executes this Agreement is void unless it is memorialized in a formal amendment to this Agreement.

1.2.2 Site Plan. It is Wireless Provider's responsibility before signing this Agreement to ensure that the Site Plan correctly shows the work that Wireless Provider intends to perform, that the Site Plan correctly shows all improvements and equipment that Wireless Provider intends be located on the Use Areas, that the Site Plan shows no work, improvements or equipment outside the Exclusive Areas and Shared Areas properly depicted and labeled on the Boundary Plan, and that all work, improvements and equipment is encompassed within the purposes enumerated in the Standard Terms for that particular Exclusive Area or Shared Area. Any work, improvements or equipment not conforming to all the foregoing is prohibited, even if it is clearly shown on the Site Plan or discussed in the Standard Terms. Any refinement or other change to the Site Plan after City executes this Agreement is void unless Wireless Provider obtains Wireless Provider's approval of the change pursuant to the plans approval processes set out in the Standard Terms and pursuant to all applicable regulatory requirements.

1.2.3 Term of Agreement. The term of this Agreement is as stated in the Standard Terms.

1.2.4 Wireless Provider's Payments. Wireless Provider shall pay to City the amounts described in the Standard Terms.

1.2.5 Use Restrictions. Wireless Provider shall comply with the use restrictions set out in the Standard Terms.

1.2.6 Encroachment Permits. This Agreement constitutes a Class 8 "Encroachment Permit" under Chapter 46 of the San LuisCity Code to the extent of granting permission for the Communications Equipment to exist on the Street Parcel but not to allow any construction or other work of any description in the Right-of-way or to allow obstruction of traffic or alteration of City's improvements. Before performing any work on the Right-of-way, Wireless Provider shall obtain the following additional encroachment permits, as applicable:

1.2.6.1 Permission to Work in the Right-of-way.

1.2.6.2 Traffic Control Plan.

1.2.6.3 Any other applicable permits regarding work in the Right-of-way.

1.2.7 Compliance with Law. Wireless Provider acknowledges that this Agreement does not constitute, and City has not promised or offered, any type of waiver of, or agreement to waive (or show any type of forbearance, priority or favoritism to Wireless Provider with regard to) any law, ordinance, power, regulation, tax, assessment or other legal requirement now or hereafter imposed by the City of San Luisor any other governmental body upon or affecting Wireless Provider's use of the Street Parcel. For example, Wireless Provider shall comply with all zoning, building and Right-of-way codes, ordinances and policies.

2. City's Initial Information. Unless and until City gives notice otherwise, City's contract administrator shall be the City's Regulatory Affairs Manager.

3. Wireless Provider's Initial Information. Unless and until Wireless Provider gives notice otherwise:

3.1 Wireless Provider's network operations center phone number as required by paragraph 7.1.3 of the Standard Terms is (_____) _____-_____.

3.2 Wireless Provider's address for notices as required by paragraph 17.8 of the Standard Terms shall be:

_____

_____

_____

3.3 Wireless Provider's billing address for routine billing invoices as required by paragraph 4.2 of the Standard Terms shall be:

_____

_____

_____

EXECUTED as of the date first given above.

CITY:

CITY OF CHANDLER,
an Arizona municipal corporation

By: _____

_____
Regulatory Affairs Manager

WIRELESS PROVIDER: _____

a _____

By: _____

_____

Its: _____

TABLE OF EXHIBITS FOR SITE LICENSE

Exhibit	Paragraph	Description
A	D	Boundary Plan
B	E	Site Plan

EXHIBIT A-3
(WIRELESS PROVIDER-OWNED NEW POLE)

COC License # _____

Wireless Provider's Name:

_____

Wireless Provider's Internal Site Name:

_____

ANTENNA SITE RIGHT-OF-WAY LICENSE AGREEMENT

THIS ANTENNA SITE RIGHT-OF-WAY LICENSE AGREEMENT (the "Agreement") is made and entered into this ____day of_____, 20____, by and between the City of Chandler, an Arizona municipal corporation ("City"), and _____, a _____ ("Wireless Provider").

RECITALS

A. The City of San Luis"Wireless Facilities Standard Terms and Conditions" sets out various recitals (collectively the "Standard Recitals") and provisions (collectively the "Standard Terms").

B. City holds an interest in a parcel of land (the "Street Parcel") comprising street Right-of-way for _____. The Street Parcel is located approximately _____ feet _____ of the center of the intersection of _____ and _____.

C. This Agreement allows Wireless Provider to use certain limited portions of the Street Parcel.

D. The portions of the Street Parcel that this Agreement allows Wireless Provider to use (the "Use Areas") are defined in the package of maps and related materials (the "Boundary Plan") attached hereto as **Exhibit "A"**.

E. Wireless Provider desires to install and operate on the Use Areas the wireless telecommunications receiving, processing and transmitting devices and related electronic equipment that is specified on the Site Plan (the "Communications Equipment") subject to the requirements of this Agreement. The Communications Equipment is limited to the actual electronic equipment, portable cabinets for such equipment, the enclosure, the antennas ("Antennas") used to communicate with cell phones and similar devices, all as shown on the drawing (the "Site Plan") attached hereto as **Exhibit "B"**. Notwithstanding anything in this Agreement to the contrary, the Communications Equipment excludes any item not shown on the Site Plan.

F. The volume of the Enclosure and the above ground portion of its pad as shown in the Site Plan is _____ cubic feet.

G. Wireless Provider proposes to install an approximately _____ foot tall wireless support structure (the "Pole") owned by Wireless Provider ("Pole Owner").

H. In order to install the Communications Equipment, Wireless Provider desires to construct supporting improvements and perform all other work shown on the Site Plan (collectively the "Project").

I. Wireless Provider shall complete the entire Project and put the Communications Equipment in full operation no later than one hundred eighty (180) days after the date of issuance of the Encroachment Permit (the "Completion Deadline").

J. City desires to grant to Wireless Provider a license to install, maintain, operate and repair the Communications Equipment (the "Permitted Uses") subject to the requirements of this Agreement.

K. The Standard Recitals are all incorporated here by reference as if set out in full.

NOW, THEREFORE, for and in consideration of the foregoing, the amounts hereinafter to be paid by Wireless Provider, and the covenants and agreements contained herein to be kept and performed by Wireless Provider, and other good and valuable consideration, City and Wireless Provider agree as follows:

I. LICENSE TERMS

1. License Terms. City hereby grants to Wireless Provider a license to use the Use Areas as follows:

1.1 Standard Terms Incorporated. The Standard Terms are all incorporated here by reference as if set out in full. **WIRELESS PROVIDER WARRANTS AND REPRESENTS THAT WIRELESS PROVIDER HAS READ AND AGREES TO THE STANDARD RECITALS AND THE STANDARD TERMS.** Capitalized terms used but not defined in this Agreement shall have the meanings assigned by the Standard Recitals and the Standard Terms.

1.2 Standard Terms Application. Wireless Provider shall comply with all of the Standard Terms. Without limitation, the Standard Terms shall apply to the Use Areas as follows:

1.2.1 Wireless Provider's Boundary Plan Responsibility. It is Wireless Provider's responsibility before signing this Agreement to ensure that the Boundary Plan is prepared as follows:

1.2.1.1 Wireless Provider shall insure that the Boundary Plan clearly depicts all portions of the Street Parcel that Wireless Provider desires to use and that each such area is clearly shown on the Boundary Plan and labeled to clearly indicate which of the categories of Exclusive Areas or Shared Areas set out in the Standard Terms applies to the area.

1.2.1.2 If the Boundary Plan does not clearly show any portion of the Street Parcel as one of the categories of Exclusive Areas or Shared Areas set out in the Standard Terms, then such portion of the Street Parcel is not part of the Use Areas and Wireless Provider may not use such portion of the Street Parcel, even if the use is discussed in the Standard Terms.

1.2.1.3 Any Exclusive Area or Shared Area described or named in the Standard Terms that is not clearly depicted and correctly labeled on the Boundary Plan is excluded from this Agreement and unavailable for Wireless Provider's use.

1.2.1.4 Any portion of the Boundary Plan or the Site Plan that indicates a Wireless Provider use of the Street Parcel that is not one of the Exclusive Areas or Shared Areas

specifically enumerated in the Standard Terms is excluded from this Agreement and not available for Wireless Provider's use.

1.2.1.5 All work, improvements and equipment within an Exclusive Area or Shared Area is limited to the purposes enumerated in the Standard Terms for that particular Exclusive Area or Shared Area.

1.2.1.6 This Agreement does not allow use of any land other than the specified portions of the Street Parcel that are Exclusive Areas or Shared Areas.

1.2.1.7 Any change to the Boundary Plan after City executes this Agreement is void unless it is memorialized in a formal amendment to this Agreement.

1.2.2 Site Plan. It is Wireless Provider's responsibility before signing this Agreement to ensure that the Site Plan correctly shows the work that Wireless Provider intends to perform, that the Site Plan correctly shows all improvements and equipment that Wireless Provider intends be located on the Use Areas, that the Site Plan shows no work, improvements or equipment outside the Exclusive Areas and Shared Areas properly depicted and labeled on the Boundary Plan, and that all work, improvements and equipment is encompassed within the purposes enumerated in the Standard Terms for that particular Exclusive Area or Shared Area. Any work, improvements or equipment not conforming to all the foregoing is prohibited, even if it is clearly shown on the Site Plan or discussed in the Standard Terms. Any refinement or other change to the Site Plan after City executes this Agreement is void unless Wireless Provider obtains Wireless Provider's approval of the change pursuant to the plans approval processes set out in the Standard Terms and pursuant to all applicable regulatory requirements.

1.2.3 Term of Agreement. The term of this Agreement is as stated in the Standard Terms.

1.2.4 Wireless Provider's Payments. Wireless Provider shall pay to City the amounts described in the Standard Terms.

1.2.5 Use Restrictions. Wireless Provider shall comply with the use restrictions set out in the Standard Terms.

1.2.6 Encroachment Permits. This Agreement constitutes a Class 8 "Encroachment Permit" under Chapter 46 of the San Luis City Code to the extent of granting permission for the Communications Equipment to exist on the Street Parcel but not to allow any construction or other work of any description in the Right-of-way or to allow obstruction of traffic or alteration of City's improvements. Before performing any work on the Right-of-way, Wireless Provider shall obtain the following additional encroachment permits, as applicable:

1.2.6.1 Permission to Work in the Right-of-way.

1.2.6.2 Traffic Control Plan.

1.2.6.3 Any other applicable permits regarding work in the Right-of-way.

1.2.7 Compliance with Law. Wireless Provider acknowledges that this Agreement does not constitute, and City has not promised or offered, any type of waiver of, or agreement to waive (or show any type of forbearance, priority or favoritism to Wireless Provider with regard to) any law, ordinance, power, regulation, tax, assessment or other legal requirement now or hereafter

imposed by the City of San Luisor any other governmental body upon or affecting Wireless Provider's use of the Street Parcel. For example, Wireless Provider shall comply with all zoning, building and Right-of-way codes, ordinances and policies.

2. City's Initial Information. Unless and until City gives notice otherwise, City's contract administrator shall be the City's Regulatory Affairs Manager.

3. Wireless Provider's Initial Information. Unless and until Wireless Provider gives notice otherwise:

3.1 Wireless Provider's network operations center phone number as required by paragraph 7.1.3 of the Standard Terms is (_____) _____-_____.

3.2 Wireless Provider's address for notices as required by paragraph 17.8 of the Standard Terms shall be:

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_____

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3.3 Wireless Provider's billing address for routine billing invoices as required by paragraph 4.2 of the Standard Terms shall be:

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_____

_____

EXECUTED as of the date first given above.

CITY: **CITY OF SAN LUIS,**
an Arizona municipal corporation

By: _____

_____
City Manager

WIRELESS PROVIDER: _____

a _____

By: _____

_____

Its: _____

TABLE OF EXHIBITS FOR SITE LICENSE

Exhibit	Paragraph	Description
A	D	Boundary Plan
B	E	Site Plan

WIRELESS PROVIDER RIGHT OF WAY LICENSE AGREEMENTS

COC License # _____

Wireless Provider's Name:

_____

Wireless Provider's Internal Site Name:

_____

ANTENNA SITE RIGHT-OF-WAY LICENSE AGREEMENT

THIS ANTENNA SITE RIGHT-OF-WAY LICENSE AGREEMENT (the "Agreement") is made and entered into this ___day of_____, 20___, by and between the City of San Luis, an Arizona municipal corporation ("City"), and _____, a _____ ("Wireless Provider").

RECITALS

A. The City of San Luis "Wireless Facilities Standard Terms and Conditions" sets out various recitals (collectively the "Standard Recitals") and provisions (collectively the "Standard Terms").

B. City holds an interest in a parcel of land (the "Street Parcel") comprising street Right-of-way for _____. The Street Parcel is located approximately _____ feet _____ of the center of the intersection of _____ and _____.

C. This Agreement allows Wireless Provider to use certain limited portions of the Street Parcel.

D. The portions of the Street Parcel that this Agreement allows Wireless Provider to use (the "Use Areas") are defined in the package of maps and related materials (the "Boundary Plan") attached hereto as **Exhibit "A"**.

E. Wireless Provider desires to install and operate on the Use Areas the wireless telecommunications receiving, processing and transmitting devices and related electronic equipment that is specified on the Site Plan (the "Communications Equipment") subject to the requirements of this Agreement. The Communications Equipment is limited to the actual electronic equipment, portable cabinets for such equipment, the enclosure, the antennas ("Antennas") used to communicate with cell phones and similar devices, all as shown on the drawing (the "Site Plan") attached hereto as **Exhibit "B"**. Notwithstanding anything in this Agreement to the contrary, the Communications Equipment excludes any item not shown on the Site Plan.

F. The volume of the Enclosure and the above ground portion of its pad as shown in the Site Plan is _____ cubic feet.

G. The Street Parcel is currently improved with an approximately _____ foot tall [electrical] [traffic signal] [street light] [antenna support] pole (the "Pole") owned by City ("Pole Owner").

H. Wireless Provider proposes to [use the existing Pole] [replace the existing Pole] with a new Pole that City ("Pole Owner") will own.

I. In order to install the Communications Equipment, Wireless Provider desires to construct supporting improvements and perform all other work shown on the Site Plan (collectively the "Project").

J. Wireless Provider shall complete the entire Project and put the Communications Equipment in full operation no later than one hundred eighty (180) days after the date of the issuance of the Encroachment Permit (the "Completion Deadline").

K. City desires to grant to Wireless Provider a license to install, maintain, operate and repair the Communications Equipment (the "Permitted Uses") subject to the requirements of this Agreement.

L. The Standard Recitals are all incorporated here by reference as if set out in full.

NOW, THEREFORE, for and in consideration of the foregoing, the amounts hereinafter to be paid by Wireless Provider, and the covenants and agreements contained herein to be kept and performed by Wireless Provider, and other good and valuable consideration, City and Wireless Provider agree as follows:

I. LICENSE TERMS

1. License Terms. City hereby grants to Wireless Provider a license to use the Use Areas as follows:

1.1 Standard Terms Incorporated. The Standard Terms are all incorporated here by reference as if set out in full. **WIRELESS PROVIDER WARRANTS AND REPRESENTS THAT WIRELESS PROVIDER HAS READ AND AGREES TO THE STANDARD RECITALS AND THE STANDARD TERMS.** Capitalized terms used but not defined in this Agreement shall have the meanings assigned by the Standard Recitals and the Standard Terms.

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1.2.1.1 Wireless Provider shall insure that the Boundary Plan clearly depicts all portions of the Street Parcel that Wireless Provider desires to use and that each such area is clearly shown on the Boundary Plan and labeled to clearly indicate which of the categories of Exclusive Areas or Shared Areas set out in the Standard Terms applies to the area.

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1.2.1.4 Any portion of the Boundary Plan or the Site Plan that indicates a Wireless Provider use of the Street Parcel that is not one of the Exclusive Areas or Shared Areas specifically enumerated in the Standard Terms is excluded from this Agreement and not available for Wireless Provider's use.

1.2.1.5 All work, improvements and equipment within an Exclusive Area or Shared Area is limited to the purposes enumerated in the Standard Terms for that particular Exclusive Area or Shared Area.

1.2.1.6 This Agreement does not allow use of any land other than the specified portions of the Street Parcel that are Exclusive Areas or Shared Areas.

1.2.1.7 Any change to the Boundary Plan after City executes this Agreement is void unless it is memorialized in a formal amendment to this Agreement.

1.2.2 Site Plan. It is Wireless Provider's responsibility before signing this Agreement to ensure that the Site Plan correctly shows the work that Wireless Provider intends to perform, that the Site Plan correctly shows all improvements and equipment that Wireless Provider intends be located on the Use Areas, that the Site Plan shows no work, improvements or equipment outside the Exclusive Areas and Shared Areas properly depicted and labeled on the Boundary Plan, and that all work, improvements and equipment is encompassed within the purposes enumerated in the Standard Terms for that particular Exclusive Area or Shared Area. Any work, improvements or equipment not conforming to all the foregoing is prohibited, even if it is clearly shown on the Site Plan or discussed in the Standard Terms. Any refinement or other change to the Site Plan after City executes this Agreement is void unless Wireless Provider obtains Wireless Provider's approval of the change pursuant to the plans approval processes set out in the Standard Terms and pursuant to all applicable regulatory requirements.

1.2.3 Term of Agreement. The term of this Agreement is as stated in the Standard Terms.

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1.2.5 Use Restrictions. Wireless Provider shall comply with the use restrictions set out in the Standard Terms.

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1.2.6.1 Permission to Work in the Right-of-way.

1.2.6.2 Traffic Control Plan.

1.2.6.3 Any other applicable permits regarding work in the Right-of-way.

1.2.7 Compliance with Law. Wireless Provider acknowledges that this Agreement does not constitute, and City has not promised or offered, any type of waiver of, or agreement to waive (or show any type of forbearance, priority or favoritism to Wireless Provider with regard to) any law, ordinance, power, regulation, tax, assessment or other legal requirement now or hereafter imposed by the City of San Luis or any other governmental body upon or affecting Wireless Provider's use of the Street Parcel. For example, Wireless Provider shall comply with all zoning, building and Right-of-way codes, ordinances and policies.

2. City's Initial Information. Unless and until City gives notice otherwise, City's contract administrator shall be the City's Regulatory Affairs Manager.

3. Wireless Provider's Initial Information. Unless and until Wireless Provider gives notice otherwise:

3.1. Wireless Provider's network operations center phone number as required by paragraph 7.1.3 of the Standard Terms is (_____) _____-_____.

3.2 Wireless Provider's address for notices as required by paragraph 17.8 of the Standard Terms shall be:

_____

_____

_____

3.3 Wireless Provider's billing address for routine billing invoices as required by paragraph 4.2 of the Standard Terms shall be:

_____

_____

_____

EXECUTED as of the date first given above.

CITY: **CITY OF SAN LUIS**,
an Arizona municipal corporation

By: _____

_____
Regulatory Affairs Manager

WIRELESS PROVIDER: _____

a _____

By: _____

_____

Its: _____

TABLE OF EXHIBITS FOR SITE LICENSE

Exhibit	Paragraph	Description
A	D	Boundary Plan
B	E	Site Plan

EXHIBIT A-2

(THIRD PARTY-OWNED POLE)

COC License # _____

Wireless Provider's Name:

_____

Wireless Provider's Internal Site Name:

_____

ANTENNA SITE RIGHT-OF-WAY LICENSE AGREEMENT

THIS ANTENNA SITE RIGHT-OF-WAY LICENSE AGREEMENT (the "Agreement") is made and entered into this ___day of_____, 20___, by and between the City of Chandler, an Arizona municipal corporation ("City"), and _____, a _____ ("Wireless Provider").

RECITALS

A. The City of San Luis"Wireless Facilities Standard Terms and Conditions" sets out various recitals (collectively the "Standard Recitals") and provisions (collectively the "Standard Terms").

B. City holds an interest in a parcel of land (the "Street Parcel") comprising street Right-of-way for _____. The Street Parcel is located approximately _____ feet _____ of the center of the intersection of _____ and _____.

C. This Agreement allows Wireless Provider to use certain limited portions of the Street Parcel.

D. The portions of the Street Parcel that this Agreement allows Wireless Provider to use (the "Use Areas") are defined in the package of maps and related materials (the "Boundary Plan") attached hereto as **Exhibit "A"**.

E. Wireless Provider desires to install and operate on the Use Areas the wireless telecommunications receiving, processing and transmitting devices and related electronic equipment that is specified on the Site Plan (the "Communications Equipment") subject to the requirements of this Agreement. The Communications Equipment is limited to the actual electronic equipment, portable cabinets for such equipment, the enclosure, the antennas ("Antennas") used to communicate with cell phones and similar devices, all as shown on the drawing (the "Site Plan") attached hereto as **Exhibit "B"**. Notwithstanding anything in this Agreement to the contrary, the Communications Equipment excludes any item not shown on the Site Plan.

F. The volume of the Enclosure and the above ground portion of its pad as shown in the Site Plan is _____ cubic feet.

G. The Street Parcel is currently improved with an approximately _____ foot tall [electrical] [street light] [antenna support] pole (the "Pole").

H. Wireless Provider has entered into a certain _____ (the "Pole Antenna Agreement") with Pole Owner dated _____, 20_____ whereby Wireless Provider has obtained permission from Pole Owner to use the existing Pole in the manner described in this Agreement, or Wireless Provider proposes to replace the existing Pole with a new Pole that Pole Owner will own.

I. In order to install the Communications Equipment, Wireless Provider desires to construct supporting improvements and perform all other work shown on the Site Plan (collectively the "Project").

J. Wireless Provider shall complete the entire Project and put the Communications Equipment in full operation no later than one hundred eighty (180) days after the date of the issurance of the Encroachment Permit (the "Completion Deadline").

K. City desires to grant to Wireless Provider a license to install, maintain, operate and repair the Communications Equipment (the "Permitted Uses") subject to the requirements of this Agreement.

L. The Standard Recitals are all incorporated here by reference as if set out in full.

NOW, THEREFORE, for and in consideration of the foregoing, the amounts hereinafter to be paid by Wireless Provider, and the covenants and agreements contained herein to be kept and performed by Wireless Provider, and other good and valuable consideration, City and Wireless Provider agree as follows:

I. LICENSE TERMS

1. License Terms. City hereby grants to Wireless Provider a license to use the Use Areas as follows:

1.1 Standard Terms Incorporated. The Standard Terms are all incorporated here by reference as if set out in full. **WIRELESS PROVIDER WARRANTS AND REPRESENTS THAT WIRELESS PROVIDER HAS READ AND AGREES TO THE STANDARD RECITALS AND THE STANDARD TERMS.** Capitalized terms used but not defined in this Agreement shall have the meanings assigned by the Standard Recitals and the Standard Terms.

1.2 Standard Terms Application. Wireless Provider shall comply with all of the Standard Terms. Without limitation, the Standard Terms shall apply to the Use Areas as follows:

1.2.1 Wireless Provider's Boundary Plan Responsibility. It is Wireless Provider's responsibility before signing this Agreement to ensure that the Boundary Plan is prepared as follows:

1.2.1.1 Wireless Provider shall insure that the Boundary Plan clearly depicts all portions of the Street Parcel that Wireless Provider desires to use and that each such area is clearly shown on the Boundary Plan and labeled to clearly indicate which of the categories of Exclusive Areas or Shared Areas set out in the Standard Terms applies to the area.

1.2.1.2 If the Boundary Plan does not clearly show any portion of the Street Parcel as one of the categories of Exclusive Areas or Shared Areas set out in the Standard Terms, then such portion of the Street Parcel is not part of the Use Areas and Wireless Provider may not use such portion of the Street Parcel, even if the use is discussed in the Standard Terms.

1.2.1.3 Any Exclusive Area or Shared Area described or named in the Standard Terms that is not clearly depicted and correctly labeled on the Boundary Plan is excluded from this Agreement and unavailable for Wireless Provider's use.

1.2.1.4 Any portion of the Boundary Plan or the Site Plan that indicates a Wireless Provider use of the Street Parcel that is not one of the Exclusive Areas or Shared Areas specifically enumerated in the Standard Terms is excluded from this Agreement and not available for Wireless Provider's use.

1.2.1.5 All work, improvements and equipment within an Exclusive Area or Shared Area is limited to the purposes enumerated in the Standard Terms for that particular Exclusive Area or Shared Area.

1.2.1.6 This Agreement does not allow use of any land other than the specified portions of the Street Parcel that are Exclusive Areas or Shared Areas.

1.2.1.7 Any change to the Boundary Plan after City executes this Agreement is void unless it is memorialized in a formal amendment to this Agreement.

1.2.2 Site Plan. It is Wireless Provider's responsibility before signing this Agreement to ensure that the Site Plan correctly shows the work that Wireless Provider intends to perform, that the Site Plan correctly shows all improvements and equipment that Wireless Provider intends be located on the Use Areas, that the Site Plan shows no work, improvements or equipment outside the Exclusive Areas and Shared Areas properly depicted and labeled on the Boundary Plan, and that all work, improvements and equipment is encompassed within the purposes enumerated in the Standard Terms for that particular Exclusive Area or Shared Area. Any work, improvements or equipment not conforming to all the foregoing is prohibited, even if it is clearly shown on the Site Plan or discussed in the Standard Terms. Any refinement or other change to the Site Plan after City executes this Agreement is void unless Wireless Provider obtains Wireless Provider's approval of the change pursuant to the plans approval processes set out in the Standard Terms and pursuant to all applicable regulatory requirements.

1.2.3 Term of Agreement. The term of this Agreement is as stated in the Standard Terms.

1.2.4 Wireless Provider's Payments. Wireless Provider shall pay to City the amounts described in the Standard Terms.

1.2.5 Use Restrictions. Wireless Provider shall comply with the use restrictions set out in the Standard Terms.

1.2.6 Encroachment Permits. This Agreement constitutes a Class 8 "Encroachment Permit" under Chapter 46 of the San LuisCity Code to the extent of granting permission for the Communications Equipment to exist on the Street Parcel but not to allow any construction or other work of any description in the Right-of-way or to allow obstruction of traffic or alteration of City's improvements. Before performing any work on the Right-of-way, Wireless Provider shall obtain the following additional encroachment permits, as applicable:

1.2.6.1 Permission to Work in the Right-of-way.

1.2.6.2 Traffic Control Plan.

1.2.6.3 Any other applicable permits regarding work in the Right-of-way.

1.2.7 Compliance with Law. Wireless Provider acknowledges that this Agreement does not constitute, and City has not promised or offered, any type of waiver of, or agreement to waive (or show any type of forbearance, priority or favoritism to Wireless Provider with regard to) any law, ordinance, power, regulation, tax, assessment or other legal requirement now or hereafter imposed by the City of San Luisor any other governmental body upon or affecting Wireless Provider's use of the Street Parcel. For example, Wireless Provider shall comply with all zoning, building and Right-of-way codes, ordinances and policies.

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3. Wireless Provider's Initial Information. Unless and until Wireless Provider gives notice otherwise:

3.1 Wireless Provider's network operations center phone number as required by paragraph 7.1.3 of the Standard Terms is (_____) _____-_____.

3.2 Wireless Provider's address for notices as required by paragraph 17.8 of the Standard Terms shall be:

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_____

_____

3.3 Wireless Provider's billing address for routine billing invoices as required by paragraph 4.2 of the Standard Terms shall be:

_____

_____

_____

EXECUTED as of the date first given above.

CITY:

CITY OF CHANDLER,
an Arizona municipal corporation

By: _____

_____
Regulatory Affairs Manager

WIRELESS PROVIDER: _____

a _____

By: _____

_____

Its: _____

TABLE OF EXHIBITS FOR SITE LICENSE

Exhibit	Paragraph	Description
A	D	Boundary Plan
B	E	Site Plan

EXHIBIT A-3
(WIRELESS PROVIDER-OWNED NEW POLE)

COC License # _____

Wireless Provider's Name:

_____

Wireless Provider's Internal Site Name:

_____

ANTENNA SITE RIGHT-OF-WAY LICENSE AGREEMENT

THIS ANTENNA SITE RIGHT-OF-WAY LICENSE AGREEMENT (the "Agreement") is made and entered into this ____day of_____, 20____, by and between the City of Chandler, an Arizona municipal corporation ("City"), and _____, a _____ ("Wireless Provider").

RECITALS

A. The City of San Luis"Wireless Facilities Standard Terms and Conditions" sets out various recitals (collectively the "Standard Recitals") and provisions (collectively the "Standard Terms").

B. City holds an interest in a parcel of land (the "Street Parcel") comprising street Right-of-way for _____. The Street Parcel is located approximately _____ feet _____ of the center of the intersection of _____ and _____.

C. This Agreement allows Wireless Provider to use certain limited portions of the Street Parcel.

D. The portions of the Street Parcel that this Agreement allows Wireless Provider to use (the "Use Areas") are defined in the package of maps and related materials (the "Boundary Plan") attached hereto as **Exhibit "A"**.

E. Wireless Provider desires to install and operate on the Use Areas the wireless telecommunications receiving, processing and transmitting devices and related electronic equipment that is specified on the Site Plan (the "Communications Equipment") subject to the requirements of this Agreement. The Communications Equipment is limited to the actual electronic equipment, portable cabinets for such equipment, the enclosure, the antennas ("Antennas") used to communicate with cell phones and similar devices, all as shown on the drawing (the "Site Plan") attached hereto as **Exhibit "B"**. Notwithstanding anything in this Agreement to the contrary, the Communications Equipment excludes any item not shown on the Site Plan.

F. The volume of the Enclosure and the above ground portion of its pad as shown in the Site Plan is _____ cubic feet.

G. Wireless Provider proposes to install an approximately _____ foot tall wireless support structure (the "Pole") owned by Wireless Provider ("Pole Owner").

H. In order to install the Communications Equipment, Wireless Provider desires to construct supporting improvements and perform all other work shown on the Site Plan (collectively the "Project").

I. Wireless Provider shall complete the entire Project and put the Communications Equipment in full operation no later than one hundred eighty (180) days after the date of issuance of the Encroachment Permit (the "Completion Deadline").

J. City desires to grant to Wireless Provider a license to install, maintain, operate and repair the Communications Equipment (the "Permitted Uses") subject to the requirements of this Agreement.

K. The Standard Recitals are all incorporated here by reference as if set out in full.

NOW, THEREFORE, for and in consideration of the foregoing, the amounts hereinafter to be paid by Wireless Provider, and the covenants and agreements contained herein to be kept and performed by Wireless Provider, and other good and valuable consideration, City and Wireless Provider agree as follows:

I. LICENSE TERMS

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1.2.6.2 Traffic Control Plan.

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3.3 Wireless Provider's billing address for routine billing invoices as required by paragraph 4.2 of the Standard Terms shall be:

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_____

_____

EXECUTED as of the date first given above.

CITY: **CITY OF SAN LUIS,**
an Arizona municipal corporation

By: _____

_____
City Manager

WIRELESS PROVIDER: _____

a _____

By: _____

_____

Its: _____

TABLE OF EXHIBITS FOR SITE LICENSE

Exhibit	Paragraph	Description
A	D	Boundary Plan
B	E	Site Plan

AGENDA ITEM REVIEW FORM

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

Meeting Date: 01/10/2018

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

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

Action Requested: Motion
Ordinance - 2nd Reading

ITEM:

Discussion and possible action regarding emergency passage of Ordinance No. 377. An Ordinance of the Mayor and City Council of the City of San Luis, Arizona, approving the Wireless Facilities Standard Terms and Conditions; authorizing and Approving forms of Wireless Provider Right of Way License Franchise Agreements between the City of San Luis and wireless providers; approving 2018 City of San Luis Design Standards, Concepts and Requirements for Small Wireless Facilities in the Right- of-Way; authorizing the City Manager and the Director of Planning and Zoning to execute wireless provider license agreements and issue small wireless provider license permits; repealing any conflicting provisions; providing for severability; and declaring an emergency. **(Kay Marion Macuil, City Attorney)**

A. Approval of Reading of Ordinance No. 377 by title only
(City Clerk to read the ordinance by title only)
B. Approval and adoption of Ordinance No. 377

SUMMARY:

New Arizona Legislation Requiring City Regulation

In 2017, the Arizona Legislature passed HB 2365 which allows small cell wireless facilities to be installed "by right" in all zoning districts and on any public street. The new law also establishes conditions, time limits, and maximum fees related to applications by wireless companies to install these facilities, including on city-owned poles. The statute requires the license agreements, design standards, and fees to be in effect on February 9, 2018.

Why staff chose to follow the City of Chandler's Approach

Different cities have taken different approaches to the regulatory concerns about the right to put things on city-owned street lights, poles, and equipment. Although called small cells, the wireless equipment can be as big as a refrigerator. Because of the regulatory deadline, staff felt it needed to find a city with expertise and follow their lead. The City of Yuma is the only city exempt from this new law. San Luis cannot copy Yuma.

The City of San Luis adopted an encroachment permit process by Ordinance No. 228 on April 13, 2005. It requires an encroachment permit for building, construction, or occupation of city property, rights of way, and easements. The City of San Luis used the City of Chandler as its model for this permit process. Since the regulations for small cell facilities are a type of encroachment, it was determined that Chandler would be a good fit for the system of regulation here.

Also, Chandler staff has experience in telecommunications regulation due to the technology industry presence in their city. Chandler has adopted different forms for license agreements to be used in small cell wireless facilities to be on city property including on city-owned poles. These agreements, in turn, incorporate Standard Terms and Conditions. These Standard Terms and Conditions refer to and incorporate Design Standards. Chandler sent drafts of these agreements, standard terms and conditions, and design standards to wireless industry representatives, and received comments by

Anycomm, AT&T, Mobilite, T-Mobile, and Verizon. In this process, Chandler has ensured that major players have had a say in the final regulatory product.

Timing for Fees – March Meeting

Because there must be a posted 60-day notice before Council can adopt any new fee or charge, and because that notice did not get on the city's website until January 2, the City cannot adopt fees and rates for small wireless providers until its first meeting in March.

Reason for Declaring an Emergency

San Luis can have the form of regulation in place before the Legislature's deadline of February 6, 2018, by adopting the resolution declaring certain documents a public record and the ordinance by emergency.

Attached to this Agenda Item

Attached to this agenda and self-explanatory are:

1) The ordinance,
2) the standard terms for wireless providers,
3) the form license agreements for wireless providers and
4) the design standards for placing small cell wireless facilities on city right-of-way and city-owned poles.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO APPROVE READING OF ORDINANCE NO. 377 BY TITLE ONLY

(City Clerk to read Ordinance No. 377 by title only)

I MOVE TO APPROVE AND ADOPT ORDINANCE NO. 377

Supporting information not attached to the Agenda Item Review Form:

N/A

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:	No
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 to creating these regulations. A permit fee will be proposed after the 60-day notice requirement is fulfilled.

Attachments

Ordinance No. 377

1 Std Terms and Conditions

2 License Agreements

3 Design Standards

Ordinance

OFFICE OF THE
MAYOR
CITY OF SAN LUIS

No. 377

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF THE CITY OF SAN LUIS, ARIZONA, APPROVING THE WIRELESS FACILITIES STANDARD TERMS AND CONDITIONS; AUTHORIZING AND APPROVING FORMS OF WIRELESS PROVIDER RIGHT OF WAY LICENSE FRANCHISE AGREEMENTS BETWEEN THE CITY OF SAN LUIS AND WIRELESS PROVIDERS; APPROVING 2018 CITY OF SAN LUIS DESIGN STANDARDS, CONCEPTS AND REQUIREMENTS FOR SMALL WIRELESS FACILITIES IN THE RIGHT- OF-WAY; AUTHORIZING THE CITY MANAGER AND THE DIRECTOR OF PLANNING AND ZONING TO EXECUTE WIRELESS PROVIDER LICENSE AGREEMENTS AND ISSUE SMALL WIRELESS PROVIDER LICENSE PERMITS; REPEALING ANY CONFLICTING PROVISIONS; PROVIDING FOR SEVERABILITY; AND DECLARING AN EMERGENCY.

WHEREAS, the City of San Luis ("City") is authorized to grant, renew, deny and terminate licenses and agreements for operation and maintenance of wireless communications within the City's boundaries by virtue of federal and state statutes, by the City's police powers, by its authority over its public rights of way and highways, and by other City powers and authority;

WHEREAS, companies which are cable providers, wireless infrastructure providers, or wireless service providers, ("Wireless Providers") desire or may desire to install wireless facility equipment on existing City Property;

WHEREAS, on March 31, 2017, the Governor signed Arizona House Bill (HB) 2365 which allows small cell wireless facilities to be installed "by right" in all zoning districts and on any public street or right of way and requires any or all license agreements and design standards to be in effect by February 9, 2018;

WHEREAS, the City desires to streamline the process of approval of licenses, the forms of which were made a public record by Resolution No.2027, and on file with the Office of the City Clerk of the City of San Luis, titled "Wireless Provider Right of Way License Agreements" ("License Agreement"), for small cell wireless providers;

WHEREAS, the attached form of approved License Agreements shall incorporate the

City Clerk of the City of San Luis, which, in turn, incorporate the document titled "2018 City of San Luis Design Standards, Concepts and Requirements for Small Wireless Facilities in the Right-of-Way ("Design Standards"), which were made a public record by Resolution No. 2027, and on file with the Office of the City Clerk of the City of San Luis. Whereas, the forms of License Agreements, the Standard Terms and the Design Standards, are needed to address changes in technology, and are in the best interests of the City and its residents;

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

Section 1. That certain documents known as the "Wireless Facilities Standard Terms and Conditions" ("Standard Terms"), the "2018 City of San Luis Design Standards, Concepts, and Requirements for Wireless Facilities in the Right-of-Way" ("Design Standards") and the "Wireless Provider Right of Way License Agreements" ("License Agreements") between the City of San Luis and Wireless Providers, three copies of which are on file in the Office of the City Clerk of the City of San Luis, Arizona, said documents having been made a public record by Resolution No. 2027 of the City of San Luis, Arizona are hereby referred to, adopted, incorporated and made a part hereof as though fully set forth again in full.

Section 2. The San Luis City Council does authorize and approve the Standard Terms, made a public record by Resolution No. 2027, which shall be incorporated into each and every License Agreement.

Section 3. The San Luis City Council does authorize and approve the Design Standards, made a public record by Resolution 2027, which shall be incorporated into the Standard Terms to each and every License.

Section 4. The San Luis City Council does authorize and approve the License Agreements which were made a public record by Resolution 2027 and which shall be in substantially the same form when created between the City of San Luis and Wireless Providers.

Section 5. The City Manager and/or the Planning and Zoning Director of the City of San Luis, Arizona (or his or her designee), is authorized to execute License Agreements and to issue Small Cell Wireless Facilities Site Permits on behalf of the City of San Luis, to authorize minor deviations to the Standard Terms upon a showing of good cause, and to update the Design Standards as needed to address changes in technology.

Section 6. In the event of a conflict between the provisions of this Ordinance and any other ordinance, resolution, regulation, or policy of the City of San Luis, the conflicting provisions are hereby repealed, superseded, and replaced, and the provisions of this ordinance shall govern.

Section 7. If any section, subsection, sentence, clause, phrase or portion of this ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

Section 8. Whereas, it is necessary for the preservation of the peace, health, safety and welfare of the City of San Luis, Arizona the provisions for wireless facilities as contained in this ordinance be adopted so that the construction within and use of the rights of way of the City of San Luis may be dealt with in manner consistent with other uses in the right of way and that provision for wireless communications can be made so as to address changes in technology and meet the deadlines imposed by the Arizona State Legislature, and for the further reason that the best interests of the City require the provisions of this ordinance to go into immediate effect, an emergency is hereby declared to exist, and this ordinance shall become immediately operative and in force and effect from and after the date of posting hereof.

PASSED, ADOPTED and APPROVED by the Mayor and City Council of the City of San Luis, Yuma County, Arizona this ____day of January, 2018.

_____
Gerardo Sanchez, Mayor

ATTEST:

_____
Sonia Cornelio, City Clerk

APPROVED AS TO FORM:

_____
Kay Marion Macuil, City Attorney

WIRELESS FACILITIES STANDARD TERMS AND CONDITIONS

Exhibit B

WIRELESS FACILITIES STANDARD TERMS AND CONDITIONS

The Wireless Facilities Standard Terms and Conditions ("Standard Terms") are made and entered in this _____ day of _____, 2017, by the City of San Luis, an Arizona municipal corporation ("City").

STANDARD RECITALS

A. Various laws (the "Telecommunications Laws") authorize City to regulate its streets, alleys and public utility easements, and to grant, renew, deny, amend and terminate licenses for and otherwise regulate the installation, operation and maintenance of telecommunications systems. The Telecommunications Laws include, without limitation, the following:

1) Chapter 46 of the San Luis City Code entitled "Encroachments and Other Uses in the Public Right-of-Way" (the "Street Code"). San Luis City Code, Sec. 46-10, applies to a Wireless Provider, as defined in A.R.S. §9-591(26) ("Wireless Provider").

2) The San Luis City Code.

3) A.R.S. §§ 9-581 through 9-583, §§ 9-591 through 9-599 and other state and federal statutes.

4) The Constitution of the State of Arizona.

5) Other applicable federal, state and local laws, codes, rules and regulations.

6) City's police powers, its authority over public Right-of-way, and its other governmental powers and authority.

B. City owns public street and alley rights-of-way and public utility easements within the boundaries of the City of San Luis that are designated for use by utility companies for installation, operation and repair of water, electrical and other utilities pursuant to franchises, licenses or other agreements between utility companies and City (collectively the "Right-of-way").

C. City anticipates that one or more Wireless Providers may desire to locate antennas and immediately related equipment at various ("the Sites") within the Right-of-way.

D. The Standard Terms become effective as to each site as they are incorporated in the Wireless Provider Right-of-way License Agreement ("License Agreement") by reference. Except as otherwise stated, each License Agreement stands on its own.

E. The purpose of these Standard Terms is to:

1) Promote uniformity in the License Agreements and Wireless Facilities Site Permits ("Site Permits").

2) Streamline the preparation and administration of the License Agreement and Site Permits.

F. Because City's existing streetlight poles and traffic signed poles are not designed to safely support the additional weight and stress of Wireless Facilities, Wireless Providers shall be required to provide poles designed to support these facilities to replace existing poles prior to attaching Wireless Facilities.

STANDARD TERMS

I. DEFINITIONS

1. Definitions. For the purposes of the Standard Terms:

"Antenna" means communications equipment that transmits or receives electromagnetic radio frequency signals and that is used in providing wireless services.

"Base Use Fee" means the amount that the Company shall pay to City for each year of this license for use of City Right-of-way and City-owned Pole, as set out in the current fee schedule.

"Communications Equipment" means any and all electronic equipment at the Small Wireless Facility location that processes and transports information from the antennas to the Wireless Provider's network.

"Competing Users" means entities that own the water pipes, cables and wires, pavement, and other facilities which may be located within the Right-of-way. The Competing Users include without limitation, the City, the State of Arizona and its political subdivisions, the public, and all manner of utility companies and other existing or future users of the Use Areas.

"Encroachment Permit" means a permit issued pursuant to Chapter 46 of the San Luis City Code that allows the Wireless Provider to perform work in the Right-of-way and to install and operate improvements in the Right-of-way.

"FCC" means the Federal Communications Commission.

"FCC Rules" means all applicable radio frequency emissions laws and regulations.

"FCC OET Bulletin 65" means the FCC's Office of Engineering & Technology Bulletin 65 that includes the FCC Radio Frequency Exposure Guidelines.

"Ordinary Permit Use Fee" means the City's encroachment permit application, review and other fees related to the issuance of the permit.

"RF" means radio frequency.

"RF Letter" means a letter attesting to the Wireless Provider's compliance with FCC RF exposure guidelines from the Wireless Provider's senior internal engineer.

"Right-of-way" as defined for wireless sites in A.R.S. §9-591(18) means the area on, below or above a public roadway, highway, street, sidewalk, alley, or utility easement. Right-of-way does not include a Federal Interstate Highway, a state highway or state route under the jurisdiction of the Department

of Transportation, a private easement, property that is owned by a special taxing district, or a utility easement that does not authorize the deployment sought by the wireless provider.

"Site Documents" means the depiction of the use area, schematic plans and map showing location of the installation of the Wireless Facility in the Right-of-way, including but not limited to the title report of the use area, vicinity map, site plan, elevations, technical specifications and the cubic feet of the non-antenna wireless equipment.

"Small Wireless Facility" as defined in A.R.S. §9-591(19), means a Wireless Facility that meets both of the following qualifications:

(a) All antennas are located inside an enclosure of not more than six (6) cubic feet in volume or, in the case of an antenna that has exposed elements, the antenna and all of the antenna's exposed elements could fit within an imaginary enclosure of not more than six (6) cubic feet in volume.

(b) All other wireless equipment associated with the facility is cumulatively not more than twenty-eight (28) cubic feet in volume, or fifty (50) cubic feet in volume if the equipment was ground mounted before the effective date of this section. The following types of associated ancillary equipment are not included in the calculation of equipment volume pursuant to this subdivision:

(i) An electric meter.

(ii) Concealment elements.

(iii) A telecommunications demarcation box.

(iv) Grounding equipment.

(v) A power transfer switch.

(vi) A cutoff switch.

(vii) Vertical cable runs for the connection of power and other services.

"Supplemental Parcel Agreement" means an agreement authorizing the Wireless Provider to use property outside of the City's Right-of-way.

"Third Party Areas" means the portions of the Right-of-way, such as canal crossings or other areas that for any reason have limited Right-of-way dedications or that have regulatory use restrictions imposed by a third party.

"Violation Use Fee" means the types of fees that the City has available to remedy certain breaches of the License Agreement by a Wireless Provider.

"Wireless Facility" as defined in A.R.S. §9-591(22):

(a) Means equipment at a fixed location that enables wireless communications between user equipment and a communications network, including both of the following:

(i) Equipment associated with wireless communications.

(ii) Radio transceivers, antennas, coaxial or fiber-optic cables, regular and backup power supplies and comparable equipment, regardless of technological configuration.

(b) Includes small wireless facilities.

(c) Does not include the structure or improvements on, under or within which the equipment is collocated, wireline backhaul facilities, coaxial or fiber-optic that is between wireless support structures or utility poles or coaxial or fiber-optic cable that is otherwise not immediately adjacent to, or directly associated with, an antenna.

(d) Does not include Wi-Fi radio equipment described in Section 9-506, Subsection I or microcell equipment described in Section 9-584, Subsection E.

"Wireless Facilities Site Permit", also referred to herein as "Site Permit", means the permit authorizing the installation of Wireless Facilities at a specific site in the City's Right-of-way.

"Wireless Infrastructure Provider" as defined in A.R.S. §9-591(23) means any person that is authorized to provide telecommunications service in this state and that builds or installs wireless communications transmission equipment, wireless facilities, utility poles or monopoles but that is not a wireless service provider. Wireless Infrastructure Provider does not include a special taxing district.

"Wireless Provider" as defined in A.R.S. §9-591(24) means a Cable Operator, Wireless Infrastructure Provider or Wireless Services Provider.

"Wireless Provider Right-of-way License Agreement", also referred to herein as "License Agreement", means the license that incorporates the Standard Recitals and the Standard Terms for Wireless Providers to install and operate Wireless Facilities in the City's Right-of-way.

"Wireless Provider's Improvements" means all improvements installed by the Wireless Provider, including, but not limited to: all elements of the Wireless Facility, all screening elements, any landscaping plants or materials, and any other elements provided by the Wireless Provider in the approved License Agreement.

"Wireless Services" as defined in A.R.S. §9-591(25) means any services that are provided to the public and that use licensed or unlicensed spectrum, whether at a fixed location or mobile, using wireless facilities.

"Wireless Services Provider" as defined in A.R.S. §9-591(26) means a person that provides wireless services. Wireless Services Provider does not include a special taxing district.

"Wireless Support Structure" as defined in A.R.S. §9-591(27):

(a) Means:

(i) A freestanding structure, such as a monopole.

(ii) A tower, either guyed or self-supporting.

(iii) A sign or billboard.

(iv) Any other existing or proposed structure designed to support or capable of supporting small wireless facilities.

(b) Does not include a utility pole.

II. USE AREAS

2. Authority to Use Right-of-way. Upon approval of a License Agreement, City grants to Wireless Provider the right to install Wireless Facilities in the City's Right-of-way upon issuance of a Site Permit for each Use Area as set forth below:

2.1 Limitations. Notwithstanding anything herein to the contrary, the Use Areas include and are limited to only certain areas that Wireless Provider is permitted to exclusively use and occupy (the "Exclusive Areas") and certain areas that Wireless Provider is permitted to use on a shared basis (the "Shared Areas"). The Use Areas are defined by the Boundary Plan.

2.2 Use Areas Boundary. The Use Areas is the smallest geometric shape that includes the Exclusive Areas and the Shared Areas. The Use Areas excludes other parts of the Street Parcel and all other land. Wireless Provider shall not occupy or use any other portion of the Street Parcel or adjoining lands. An approved License Agreement or an issued Site Permit does not allow any use of land outside the Street Parcel. If any portion of Wireless Provider's work, improvement or equipment is to be located on other land, then such work, improvements and equipment are prohibited unless Wireless Provider first obtains from the owner of said land (including City, if applicable) an agreement allowing such work, improvements and equipment (a "Supplemental Parcel Agreement").

2.3 Exclusive Areas. The Exclusive Areas are limited to the following, if and as defined by the Boundary Plan:

2.3.1 The land area defined as "Enclosure" on the Boundary Plan to be used by Wireless Provider solely for the enclosure housing the electronic ground equipment shown on the Site Plan (the "Enclosure"). Such area is confined to the actual area occupied by the exterior structure and the interior of the enclosure. If the Boundary Plan does not show a clearly defined and correctly labeled "Enclosure" area, then no enclosure area is available for Wireless Provider's use under an issued Site Permit and any enclosure for Wireless Provider's use must be located outside the Street Parcel and authorized by a Supplemental Parcel Agreement.

2.3.2 The area on the Pole defined as "Antennas" on the Boundary Plan to be used by Wireless Provider solely for mounting the Antennas. Such area is confined to the City approved elevations and locations actually occupied by the Antennas and their supporting brackets. If the Boundary Plan does not show a clearly defined and correctly labeled "Antennas" area, then no main antennas area is available for Wireless Provider's use under an issued Site Permit and any main antennas for Wireless Provider's use must be located outside the Street Parcel and authorized by a Supplemental Parcel Agreement.

2.4 Shared Areas. Shared Areas are limited to the following areas, if and as defined by the Boundary Plan:

2.4.1 A motor vehicle Parking space (the "Parking Space") at the "Parking Space" location described on the Boundary Plan to be used by Wireless Provider solely for parking a service vehicle to service the Communications Equipment and for ingress and egress to that Parking Space.

2.4.2 No temporary construction area is provided by these Standard Terms or an issued Site Permit. Wireless Provider must obtain from City a separate written document giving Wireless Provider permission to work in the Right-of-way, as described elsewhere herein.

2.4.3 An underground cable route (the "Signal Route") labeled as the "Signal Route" described on the Boundary Plan from the Enclosure to the Antenna to be used by Wireless Provider solely for underground radio frequency lines between the Enclosure and the Antenna. Notwithstanding the preceding sentence, the portion of the Signal Route upon the Pole shall not be underground but shall be within the Pole. If the Boundary Plan does not show a clearly defined and correctly labeled "Signal Route" area, then no signal route area is available for Wireless Provider's use under these Standard Terms or an issued Site Permit and any signal route for Wireless Provider's use must be located outside the Street Parcel and authorized by a Supplemental Parcel Agreement.

2.5 Power and Telephone Service. Nothing herein grants permission for any portion of the power, telephone or other service routes, if any. (Use of the public street Right-of-way or public utility easements for these purposes, if any, is governed by normal City Right-of-way rules and policies and by the franchise between the City and the electrical and telephone service providers.)

2.6 Rights in Adjacent Land. Wireless Provider's rights are expressly limited to the real property defined as the "Use Areas" in an issued Site Permit. Without limitation, in the event any public Right-of-way or other public or private property at or adjacent to the Use Areas is owned, dedicated, abandoned or otherwise acquired, used, improved or disposed of by City, such property shall not accrue to Wireless Provider but shall be City's only.

2.7 Variation in Area. In the event the Use Areas consist of more or less than any stated area, Wireless Provider's obligations hereunder shall not be increased or diminished.

2.8 Condition of Title. Wireless Provider shall not have power to amend, modify, terminate or otherwise change the Site Documents or create new Site Documents.

2.8.1 City does not warrant its own or any other person's title to or rights to use the Use Areas or any other property.

2.8.2 Wireless Provider shall pay, indemnify, defend and hold harmless City and its agents and representatives of, from and against any and all claims, demands, damages, expenses, interest or penalties of any kind or nature whatsoever, including attorneys', arbitrators' and experts' fees and court costs that arise from or relate to Wireless Provider's non-compliance with the Site Documents.

2.9 Condition of Use Areas. The Use Areas are being made available in an "as is" condition without any express or implied warranties of any kind, including without limitation any warranties or representations as to their condition or fitness for any use.

2.10 No Real Property Interest. Notwithstanding any provision hereof to the contrary, and notwithstanding any negotiation, correspondence, course of performance or dealing, or other statements or acts by or between the parties, Wireless Provider's rights herein are limited to use and occupation of the Use Areas for the Permitted Uses. Wireless Provider's rights in the Use Areas are limited to the specific rights created herein as an approved License Agreement.

2.11 Reserved Right and Competing Users and Activities. Notwithstanding anything herein to the contrary, City specifically reserves to itself and excludes from an issued Site Permit a non-exclusive delegable right (the "Reserved Right") over the entire Use Areas for all manner of real

and personal improvements and for streets, sidewalks, trails, landscaping, utilities and every other land use of every description. Without limitation:

2.11.1 Competing Users. Wireless Provider accepts the risk that City and others (the "Competing Users") may now or in the future install their facilities in the Use Areas in locations that make parts of the Right-of-way unavailable for Wireless Provider's use.

2.11.2 Competing Activities. Wireless Provider accepts the risk that there may now or in the future exist upon the Use Areas all manner of work and improvements upon the Use Areas (the "Competing Activities"). The Competing Activities include without limitation any and all laying construction, erection, installation, use, operation, repair, replacement, removal, relocation, raising, lowering, widening, realigning or other dealing with any or all of the following, whether above, upon or below the surface of the Use Areas and whether occasioned by existing or proposed uses of the Right-of-way or existing or proposed uses of adjoining or nearby land:

2.11.2.1 All manner of streets, alleys, sidewalks, trails, ways, traffic control devices, subways, tunnels, trains and gates of every description, and all manner of other transportation facilities and their appurtenances.

2.11.2.2 All manner of pipes, wires, cables, conduits, sewers, pumps, valves, switches, conductors, connectors, poles, supports, access points and guy wires of every description, and all manner of other utility facilities and their appurtenances.

2.11.2.3 All manner of canals, drains, bridges, viaducts, overpasses, underpasses, culverts, markings, balconies, porches, overhangs and other encroachments of every description and all manner of other facilities and their appurtenances.

2.11.2.4 All other uses of the Right-of-way that City may permit from time to time.

2.11.3 City's Rights Cumulative. All of City's Reserved Rights under various provisions of these Standard Terms, approved License Agreements, and issued Site Permits herein shall be cumulative to each other.

2.11.4 Use Priorities. These Standard Terms do not grant to Wireless Provider or establish for Wireless Provider any exclusive rights or priority in favor of Wireless Provider to use the Use Areas. Wireless Provider shall not obstruct or interfere with or prevent any Competing User from using the Use Areas.

2.11.5 Regulation. City shall have full authority to regulate use of the Use Areas and to resolve competing demands and preferences regarding use of the Use Areas and to require Wireless Provider to cooperate and participate in implementing such resolutions. Without limitation, City may take any or all of the following into account in regulating use of the Use Areas:

2.11.5.1 All timing, public, operational, financial and other factors affecting existing and future proposals, needs and plans for Competing Activities.

2.11.5.2 All other factors City may consider relevant, whether or not mentioned in these Standard Terms, approved License Agreements, and issued Site Permits.

2.11.5.3 Differing regulatory regimes or laws applicable to claimed rights, public benefits, community needs and all other factors relating to Competing Users and Competing Activities.

2.11.6 Communications Equipment Relocation. Upon one hundred eighty (180) days' notice from City, Wireless Provider shall temporarily or permanently relocate or otherwise modify the Communications Equipment Relocation (the "Relocation Work") as follows:

2.11.6.1 Wireless Provider shall perform the Relocation Work at its own expense when required by City's city manager or designee.

2.11.6.2 The Relocation Work includes all work determined by City to be necessary to accommodate Competing Activities, including without limitation temporarily or permanently removing, protecting, supporting, disconnecting or relocating any portion of the Communications Equipment.

2.11.6.3 City may perform any part of the Relocation Work that has not been performed within the allotted time. Wireless Provider shall reimburse City for its actual costs in performing any Relocation Work. City has no obligation to move Wireless Provider's, City's or others' facilities, but will in good faith assist Wireless Provider to find a new location and to expedite the approval process.

2.11.6.4 City and not Wireless Provider shall be entitled to use any of Wireless Provider's facilities that are abandoned in place or that are not relocated on City's request.

2.11.6.5 All Relocation Work shall be subject to and comply with all other provisions of the License Agreement.

2.11.7 Disruption by Competing Users. Neither City nor any agent, contractor or employee of City shall be liable to Wireless Provider, its customers or third parties for any service disruption or for any other harm caused them or the Communications Equipment due to Competing Users or Competing Activities.

2.11.8 Emergency Disruption by City. City may remove, alter, tear out, relocate or damage portions of the Communications Equipment in the case of fire, disaster, or other emergencies if City's city manager or designee deems such action to be reasonably necessary under the circumstances. City will make reasonable efforts to contact the Wireless Provider's Network Operations Center. In such event, neither City nor any agent, contractor or employee of City shall be liable to Wireless Provider or its customers or third parties for any harm so caused to them or the Communications Equipment. When practical, City shall consult with Wireless Provider in advance to assess the necessity of such actions and to minimize to the extent practical under the circumstances damage to and disruption of operation of the Communications Equipment. In any event, City shall inform Wireless Provider after such actions. Wireless Provider's work to repair or restore the Communications Equipment shall be Relocation Work.

2.11.9 Public Safety. If the Communications Equipment or any other Wireless Provider equipment, improvements or activities present any immediate hazard or impediment to the public, to City, to City's equipment or facilities, to other improvements or activities within or without the Use Areas, or to City's ability to safely and conveniently operate the Right-of-way or perform City's utility, public safety or other public health, safety and welfare functions, then Wireless Provider shall immediately remedy the hazard, comply with City's requests to secure the Street Parcel, and

otherwise cooperate with City at no expense to City to remove any such hazard or impediment. Wireless Provider's work crews shall report the Use Areas within four (4) hours of any request by City under this paragraph (the "Safety Paragraph").

2.12 Third Party Permission. There may be portions of the Right-of-way, such as canal crossings or other areas that for any reason have limited Right-of-way dedications or that have regulatory use restrictions imposed by a third party ("Third Party"). Areas subject to such restrictions or regulations by Third Parties are referred to as "Third Party Areas" and communications equipment may not be built without permission from the Third Party or Third Parties that have property rights or regulatory authority over a specific Third Party Area. Wireless Provider's right to use any Use Areas shall be suspended, but not its obligations with respect thereto, during any period that a Third Party Permission is not in effect.

III. TERM OF LICENSE AGREEMENTS

3. Term of Agreement. The term of each License Agreement shall be as follows:

3.1 Original Term. The original term of a License Agreement shall be for a period of ten (10) years commencing on the effective date stated therein, and the terms of all related Site Permits shall be subject to the same term as the approved License Agreement.

3.2 Extensions. The term of each License Agreement may be extended as follows:

3.2.1 The term of each License Agreement may be extended for one (1) additional ten (10) year period subject to consent by City and Wireless Provider, which either may withhold in its sole and absolute discretion.

3.2.2 Both City and Wireless Provider shall be deemed to have elected to extend unless City or Wireless Provider, respectively, gives notice to the contrary to the other at least ninety (90) days prior to the end of the original term or the current extension.

3.2.3 The second term shall begin ten (10) years plus one (1) day after the initial effective date.

3.3 Holding Over. In any circumstance whereby Wireless Provider would remain in possession or occupancy of the Use Areas after the expiration of the approved License Agreement and issued Site Permits, (as extended, if applicable),such holding over shall not be deemed to operate as a renewal or extension of the approved License Agreement and issued Site Permits, but shall only create a use right from month to month that may be terminated at any time by City upon thirty (30) days' notice to Wireless Provider, or by Wireless Provider upon sixty (60) days' notice to City.

3.4 City's Right to Cancel. Notwithstanding anything contained herein to the contrary, City shall have the unconditional right, with or without cause, to terminate any Site Permit for reasons including but not limited to street widening, Right-of-way abandonment, or development that may impact the location of the site, upon one hundred eighty (180) days' notice given at any time after the first one hundred eighty (180) days. City shall assist Wireless Provider in locating a new site for the facility and expedite the process.

3.5 Wireless Provider's Right to Cancel. Wireless Provider shall have the unilateral right to terminate any Site Permit without cause upon thirty (30) days' written notice. Wireless Provider

has no right to terminate any time after an event of default by Wireless Provider has occurred (or an event has occurred that would become a default after passage of time or giving of notice).

IV. WIRELESS PROVIDER'S PAYMENTS

4. Wireless Provider's Payments. Wireless Provider shall make payments to City as follows:

4.1 Use Fee Items. Wireless Provider shall pay to City each of the following separate and cumulative amounts (collectively the "Use Fee"):

4.1.1 An annual amount (the "Base Use Fee").

4.1.2 An amount (the "Ordinary Permit Use Fee") based on Wireless Provider's permit review and other costs as set out below.

4.1.3 An amount (the "Violation Use Fee") based on certain breaches by Wireless Provider of the License Agreement as set forth in Section 9.3 herein.

4.1.4 All other amounts required by the License Agreement.

4.2 Base Use Fee Amount. The amount of Base Use Fee Wireless Provider shall pay to City for each year of this Agreement shall be the total of all applicable fee line items for wireless communications facilities (including without limitation "antenna base fee" and "ground equipment fee", as applicable) as set out in the then current fee schedule as it may be amended from time to time by City's city council.

4.3 Ordinary Permit Use Fee Amount. The amount of the Ordinary Permit Use Fee shall be the total amount of all applicable ordinary fees payable to City for City's review of plans, issuance of permits, and inspection of Wireless Provider's work upon the Use Areas (including, without limitation, encroachment permits) as set out in the then current fee schedule as it may be amended from time to time by City's city council. The Permit Use Fee for Small Wireless Facilities as defined in A.R.S. § 9-591(19) shall be Seven Hundred Fifty Dollars ($750) and the Permit Use Fee for wireless sites under A.R.S. § 9-594 shall be One Thousand Dollars ($1,000).

4.4 Use Fee Cumulative. All items of Use Fee shall be cumulative and separate from each other.

4.5 Use Fee Schedule. Wireless Provider shall pay Base Use Fee and Ordinary Permit Use Fee at the times and in the amounts specified by City's normal processes for Base Use Fee and Ordinary Permit Use Fee.

4.6 Letter of Credit. The Initial Letter of Credit amount shall be based upon the Wireless Provider's good faith projection of the number of sites to be constructed within the City of San Luis during the current calendar year. The Initial Letter of Credit shall be received by the City before any construction and encroachment permits are issued as follows:

4.6.1 The amount of the letter of credit shall be as follows: Thirty Thousand Dollars ($30,000.00) for up to ten (10) wireless sites; Sixty Thousand Dollars ($60,000) for eleven (11) to twenty (20) wireless sites; One Hundred Five Thousand Dollars ($105,000) for twenty one (21) to thirty five (35) wireless sites; One Hundred Eighty Thousand Dollars ($180,000) for thirty six (36) to sixty (60) wireless sites; Three Hundred Thousand Dollars ($300,000) for sixty one (61)

to one hundred (100) wireless sites; Four Hundred Fifty Thousand Dollars ($450,000) for one hundred one (101) to one hundred fifty (150) wireless sites; Six Hundred Seventy Five Thousand Dollars ($675,000) for one hundred fifty one (151) to two hundred twenty five (225) wireless sites; One Million Fifty Thousand Dollars ($1,050,000) for two hundred twenty six (226) to three hundred fifty (350) wireless sites; One Million Five Hundred Thousand Dollars ($1,500,000) for three hundred fifty one (351) to five hundred (500) wireless sites; Two Million Two Hundred Fifty Thousand Dollars ($2,250,000) for five hundred one (501) to seven hundred fifty (750) wireless sites; and Three Million Dollars ($3,000,000) for seven hundred fifty one (751) to one thousand (1,000) wireless sites. If the number of Wireless Provider's wireless sites is more than one thousand (1,000), the Three Million Dollar ($3,000,000) letter of credit shall remain in effect and the letter of credit for the wireless sites in excess of one thousand sites shall be calculated using the schedule provided in this subsection.

4.6.2 The City will determine at least once annually if the number of Wireless Provider's wireless sites that are licensed require that the letter of credit be upgraded to a higher amount. If City requires a new letter of credit, it shall provide formal notice in writing to the Wireless Provider. The Wireless Provider must provide the new letter of credit within 45 days of receiving written notice.

4.6.3 The letter of credit is a security deposit for Wireless Provider's performance of all of its obligations under these Standard Terms within the City of San Luis.

4.6.4 The letter of credit shall meet the requirements listed on Attachment "C" attached hereto.

4.6.5 Wireless Provider shall provide and maintain the letter of credit during the entire term of the License Agreement as follows:

4.6.5.1 Wireless Provider shall cause the original letter of credit to be delivered to City's City Manager.

4.6.5.2 Wireless Provider shall pay all costs associated with the letter of credit, regardless of the reason or manner such costs are required.

4.6.5.3 Within ten (10) business days after City gives Wireless Provider notice that City has drawn on the letter of credit, Wireless Provider shall cause the letter of credit to be replenished to its prior amount.

4.6.6 City may draw on the letter of credit upon any Event of Default, and in the following circumstances whether or not they are an Event of Default:

4.6.6.1 Wireless Provider fails to cause the letter of credit to be renewed, extended, increased in amount or otherwise maintained as required by these Standard Terms.

4.6.6.2 Wireless Provider fails to make monetary payments as required by these Standard Terms.

4.6.6.3 The issuer of the letter of credit fails to immediately honor a draft on the letter of credit or otherwise repudiates or fails to honor the letter of credit.

4.6.7 City shall also have such additional rights regarding the letter of credit as may be provided elsewhere in the License Agreement.

4.7 Late Fees. Use Fee is deemed paid only when City actually receives good cash payment. Should any Use Fee not be paid on or before the date due, a late fee shall be added to the amount due in the amount of the greater of ten percent (10%) of the amount due, or One Hundred Dollars ($100). Furthermore, any Use Fee that is not timely paid shall accrue simple interest at the rate of one and one-half percent (1 ½ %) per month from the date the amount first came due until paid. Wireless Provider expressly agrees that the foregoing represent fair and reasonable estimates by City and Wireless Provider of City's costs (such as accounting, administrative, legal and processing costs, etc.) in the event of a delay in payment of Use Fee. City shall have the right to allocate payments received from Wireless Provider among Wireless Provider's obligations.

4.8 Use Fee Amounts Cumulative. All amounts payable by Wireless Provider hereunder or under any tax, assessment or other existing or future ordinance, law or other contract or obligations to the City of San Luis or the State of Arizona shall be cumulative and payable in addition to each other payment required hereunder, and such amounts shall not be credited toward, substituted for, or setoff against each other in any manner.

V. USE RESTRICTIONS

5. Use Restrictions. Wireless Provider's use and occupation of the Use Areas shall in all respects conform to all and each of the following cumulative provisions:

5.1 Permitted Uses. Wireless Provider shall use the Use Areas solely for the Permitted Uses and shall conduct no other activity at or from the Use Areas.

5.2 Enclosure Use. Wireless Provider shall use the Enclosure solely for locating utility cabinets and housing the Communications Equipment used for the Antennas.

5.3 Small Wireless Facility. Wireless Provider may install a Small Wireless Facility, as defined in A.R.S. 9-591(19), to be limited to:

5.3.1 All antennas, including the antenna's exposed elements, are located inside an enclosure of not more than six (6) cubic feet in volume, and

5.3.2 All other wireless equipment associated with the facility is cumulatively not more than twenty-eight (28) cubic feet in volume.

5.3.3. The following ancillary equipment is not included in the equipment volume: electric meter, concealment elements, telecom demarcation box, grounding equipment, power transfer switch, cutoff switch, and vertical cable runs.

5.4 Communications Operations Restriction. Wireless Provider shall not install, operate, or allow the use of equipment, methodology or technology that interferes or is likely to interfere with the optimum effective use or operation of City's existing or future fire, emergency or other communications equipment, methodology or technology (i.e., voice or other data carrying, receiving or transmitting equipment). If such interference should occur, Wireless Provider shall immediately discontinue using the equipment, methodology or technology that causes the interference until Wireless Provider takes corrective measures to alter the Communications Equipment to eliminate such interference. Any such corrective measures shall be made at no cost to City. Wireless Provider

shall give to City notice containing a list of the radio frequencies Wireless Provider is using at the Use Areas and shall give notice to City of any change in frequencies.

5.5 Other Equipment. Wireless Provider shall not disturb or otherwise interfere with any other antennas or other equipment City may have already installed or may yet install upon the Street Parcel.

5.6 Signs. All signage is prohibited except in compliance with the following requirements:

5.6.1 Wireless Provider shall install and thereafter maintain the following signs and other markings as reasonably determined by City from time to time:

5.6.1.1 All signs and markings required for safe use of the Use Areas by City, Wireless Provider and other persons who may be at the Use Areas at any time for any reason.

5.6.1.2 Any signage City may request directing parking, deliveries and other vehicles and other users to comply with the License Agreement.

5.6.1.3 Warning signs listing only Wireless Provider's name, permanent business address, telephone number, emergency telephone number, and any information required by law.

5.6.2 All signage not expressly allowed by these Standard Terms is prohibited.

5.6.3 The location, size, content and style of each sign shall be subject to the provisions of the applicable sign ordinance and shall comply with City's sign programs as the same may change from time to time. Wireless Provider shall update signs as required to comply with changes in the applicable sign ordinance and City's sign programs.

5.6.4 Wireless Provider shall design, make, install and maintain all signage in a first class, professional manner without broken panels, faded or peeling paint or other damage.

5.6.5 Wireless Provider shall bear all costs pertaining to the erection, installation, operation, maintenance, replacement and removal of all signs including, but not limited to, the application for and obtaining of any required building or other permits regardless of the reason for any such activity, even if such activity is required by City pursuant to these Standard Terms.

5.6.6 The requirements of this paragraph apply to all signs, designs, monuments, decals, graphics, posters, banners, markings, and other manner of signage.

5.7 Wireless Provider's Lighting. Except for security lighting operated with City's approval from time to time, Wireless Provider shall not operate outdoor lights at the Use Areas.

5.8 Noise. Except during construction permitted under these Standard Terms and for burglar alarms and other safety devices, outdoor loud speakers, sirens or other devices for making noise are prohibited. All equipment shall be operated so that sound coming therefrom does not exceed the ambient noise level at the boundary of the Street Parcel and cannot be heard at the closer of i) the exterior boundary of the Street Parcel or ii) two hundred feet (200') outside the boundary of the Street Parcel. The preceding sentence does not apply to use of normal, properly maintained construction equipment used as permitted by an issued Site Permit, to infrequent use of equipment that is as quiet or quieter than a typical well maintained gasoline powered passenger

automobile, to use of an air conditioning unit that is no noisier than a typical well maintained residential air conditioning unit.

5.9 Limited Access. It is Wireless Provider's and not City's responsibility to keep unauthorized persons from accessing the Communications Equipment and the Exclusive Areas.

5.10 Standards of Service. Wireless Provider shall operate the Use Areas in a first-class manner, and shall keep the Use Areas attractively maintained, orderly, clean, neat and tidy at all times. Wireless Provider shall not allow any person or persons in or about the Use Areas related to Wireless Provider's operations who shall fail to be clean, courteous, efficient and neat in appearance.

5.11 Wireless Provider's Agent. Wireless Provider shall at all times retain on call available to City by telephone an active, qualified, competent and experienced person to supervise all activities upon the Use Areas and operation of the Communications Equipment and who shall be authorized to represent and act for Wireless Provider in matters pertaining to all emergencies and the day-to-day operation of the Right-of-way and all other matters affecting issued Site Permit. Wireless Provider shall also provide notice to City of the name, street address, electronic mail address, and regular and after hours telephone number of a person to handle Wireless Provider's affairs and emergencies at the Right-of-way. Any change shall be given in writing to City's City Manager in the manner stated for notices required herein.

5.12 Coordination Meetings. Wireless Provider shall meet with City and other Right-of-way users from time to time as requested by City to coordinate and plan construction on the Use Areas and all matters affected by these Standard Terms. Without limitation, Wireless Provider shall attend City's scheduled utility planning meetings.

5.13 Toxic Substances. Wireless Provider's activities upon or about the Use Areas shall be subject to the following regarding any hazardous or toxic substances, waste or materials or any substance now or hereafter subject to regulation under the Comprehensive Environmental Response Compensation and Liability Act, 42 U.S.C. §§ 9601, et seq., the Arizona Hazardous Waste Management Act, A.R.S. §§ 49-901, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. §§ 6901, et seq., the Toxic Substances Control Act, 15 U.S.C. §§ 2601, et seq., or any other federal, state, county, or local law pertaining to hazardous substances, waste or toxic substances and their reporting requirements (collectively "Toxic Substances"):

5.13.1 Wireless Provider understands the hazards presented to persons, property and the environment by dealing with Toxic Substances. City has made no warranties as to whether the Use Areas contain actual or presumed asbestos or other Toxic Substances.

5.13.2 Within twenty-four (24) hours after discovery by Wireless Provider of any Toxic Substances, Wireless Provider shall report such Toxic Substances to City in writing. Within fourteen (14) days thereafter, Wireless Provider shall provide City with a written report of the nature and extent of such toxic substances found by Wireless Provider.

5.13.3 Disturbance of Toxic Substances. Prior to undertaking any construction or other significant work, Wireless Provider shall cause the Use Areas to be inspected to prevent disturbance of potential asbestos or other Toxic Substances. Prior to any work of any description that bears a material risk of disturbing potential asbestos or other Toxic Substances, Wireless Provider shall cause the contractor or other person performing such work to give to City notice by the method described in these Standard Terms to the effect that the person will inspect for Toxic Substances, will not disturb Toxic Substances, and will indemnify, defend and hold City harmless

against any disturbance in Toxic Substances in the course of the contractor's or other person's work. Wireless Provider shall cause any on-site or off-site storage, inspection, treatment, transportation, disposal, handling, or other work involving Toxic Substances by Wireless Provider in connection with the Use Areas to be performed by persons, equipment, facilities and other resources who are at all times properly and lawfully trained, authorized, licensed, permitted and otherwise qualified to perform such services. Wireless Provider shall promptly deliver to City copies of all reports or other information regarding Toxic Substances.

5.14 Required Operation. During the entire term of each Site Permit and any renewals or extensions, Wireless Provider shall actively and continuously operate the Communications Equipment twenty-four (24) hours a day, seven (7) days a week, for the Permitted Uses. Notwithstanding anything contained in this paragraph to the contrary, the operation requirements of this paragraph shall be effective commencing on the earlier of completion of the Project or the Completion Deadline and shall continue through the date the License Agreement terminates or expires for any reason. In the event of relocation of the Communications Equipment or damage to the Use Areas severe enough that the Communications Equipment cannot reasonably be operated during repairs, the operation requirements of this paragraph shall be suspended during the time specified by these Standard Terms for accomplishing repair of such damage to relocation of the Communications Equipment. Wireless Provider may temporarily cease operating the Communications Equipment for short periods necessary to test, repair, service or upgrade the Communications Equipment.

5.15 Actions by Others. Wireless Provider shall be responsible to ensure compliance with these Standard Terms by all persons using the Right-of-way through or under Wireless Provider or these Standard Terms.

VI. WIRELESS PROVIDER'S IMPROVEMENTS GENERALLY

6. Wireless Provider's Improvements Generally. All of Wireless Provider's improvements and other construction work whether or not specifically described herein upon or related to the Use Areas (collectively "Wireless Provider's Improvements") shall comply with the following:

6.1 Wireless Provider's Improvements. Wireless Provider's Improvements include without limitation, all modification, replacement, repairs, installation, construction, grading, structural, utility, lighting, plumbing, sewer or other alterations, parking or traffic alterations, removal, demolition or other cumulatively significant construction or similar work of any description and all installation or alteration of the Communications Equipment.

6.2 Zoning and Similar Approval Process. The zoning processes, building permit processes, Right-of-way management policies and similar regulatory requirements that apply to Wireless Provider's Improvements are completely separate from the plans approval processes set forth in these Standard Terms. Wireless Provider's satisfaction of any requirement set forth these Standard Terms does not substitute for compliance with any regulatory requirement. Wireless Provider's satisfaction of any regulatory requirement does not substitute for compliance with any requirement of these standard terms. Wireless Provider must make all submittals and communications regarding the requirements of these Standard Terms through City's City Manager and not through planning, zoning, building safety or other staff. Wireless Provider shall be responsible to directly obtain all necessary permits and approvals from any and all governmental or other entities having standing or jurisdiction over the Use Areas. Wireless Provider bears sole responsibility to comply with all stipulations and conditions that are required in order to secure such rezoning and other approvals. Notwithstanding anything in this paragraph, to the extent regulatory

requirements and requirements of these Standard Terms are identical, compliance with regulatory requirements shall constitute compliance with these Standard Terms and vice versa.

6.2.1 Batching Sites for Approval. Only sites that do not have a new or a replacement pole required for the antennas, and do not have any underground cables, conduit, and foundations, are eligible for batch processing of the applications.

6.3 Relationship of Plans Approval to Regulatory Processes. Wireless Provider's submission of plans under these Standard Terms, City's approval of plans for purposes of these Standard Terms, and the plans approval process herein shall be separate and independent of all development, zoning, design review and other regulatory or similar plans submittal and approval processes, all of which shall continue to apply as provided under state law, in addition to the requirements of these Standard Terms and its approvals. BUILDING PERMITS, ZONING CLEARANCES, OR ANY OTHER GOVERNMENTAL REVIEWS OR ACTIONS DO NOT CONSTITUTE APPROVAL OF ANY PLANS FOR PURPOSES OF THE LICENSE AGREEMENT.

6.4 City's Fixtures and Personalty. Wireless Provider shall not remove, alter or damage in any way any improvements or any personal property of City upon the Use Areas without City's prior written approval. In all cases, Wireless Provider will repair any damage or other alteration to City's property caused by Wireless Provider or its contractors, employees or agents to as good or better condition than existed before the damage or alteration.

6.5 Design Requirements. All Wireless Provider's Improvements shall comply with the following design requirements:

6.5.1 All Wireless Provider's Improvements shall be contained entirely within the Use Areas and without any encroachment or dependence upon any other property, except for permitted utility service.

6.5.2 Any changes to utility facilities shall be strictly limited to the Use Areas, shall not affect utilities used by City, and shall be undertaken by Wireless Provider at its sole cost and expense.

6.5.3 The Antennas and other Communications Equipment shall be properly designed, installed and maintained so as not to create a risk of damage to the Pole, to persons or property upon or using the Street Parcel or City's other property.

6.5.4 To the extent requested by City, Wireless Provider's plans shall include a description of construction methods employed to address environmental issues affecting or affected by the Use Areas and protect other facilities at the Street Parcel and surrounding properties.

6.5.5 All specifications set forth in the City of San Luis Design Standards for Small Wireless Facilities in the Right-of-Way, (Attachment A).

6.6 Approval Required. Wireless Provider shall not construct any Wireless Provider's Improvements (including work on adjacent public lands, if applicable) without having first received written plans approval from City. Such consent requirement shall apply to all improvements, furnishings, equipment, fixtures, paint, wall treatments, utilities of every description, communications cabling and other construction work of any description as described in all plans heretofore or hereafter delivered by Wireless Provider to City. Such consent requirement does not apply to work

to the Communications Equipment confined completely inside the Enclosure and not visible, audible, or otherwise discernible outside the Enclosure.

6.7 Effect of Plans Approval. Wireless Provider shall submit engineering and construction plans to the City for review and approval. City's approval of plans submitted shall be for purposes of these Standard Terms only and shall constitute irrevocable approval (but only at the level of detail of the applicable stage of the review process) of the matters plainly shown on the plans approved. City shall not reject subsequent plans to the extent the matter to which City objects was plainly shown on plans previously approved by City. However, City is not precluded from objecting to matters not previously approved, changes to plans, matters not previously clearly disclosed on approved plans, or refinements or implementation of matters previously approved.

6.8 Plans Required. Wireless Provider's design of all Wireless Provider's Improvements shall occur in three stages culminating in final working construction documents for the Wireless Provider's Improvements (the "Final Plans"). The three stages are, in order of submission and in increasing order of detail, as follows:

6.8.1 Conceptual plans showing the general layout, locations, elevations, configuration, and capacities of all significant improvements, topographical features, pedestrian and vehicular ways, buildings, utilities, and other features significantly affecting the appearance, design, function or operation of each element of Wireless Provider's Improvements.

6.8.2 Preliminary plans showing all surface finishes and treatments, finished elevations, general internal and external design (including without limitation colors, textures and materials), mechanical, communications, electrical, plumbing and other utility systems, building materials, landscaping and all other elements necessary prior to preparation of final working construction documents and showing compliance with all requirements of these Standard Terms. The preliminary plans shall show all detail necessary prior to preparation of Final Plans.

6.8.3 Final Plans. In addition to the information that City required for Preliminary plans, the Final Plans shall include a title report for the Use Area and the Shared Use Area, engineering design documents for the pole foundation, pole structural design, and other generally required engineering specifications for construction drawings or "CD" plans for permits.

6.9 Approval Process. The following procedure shall govern Wireless Provider's submission to City of all plans for Wireless Provider's Improvements, including any proposed changes by Wireless Provider to previously approved plans:

6.9.1 All plans Wireless Provider submits under these Standard Terms shall show design, appearance, capacity, views, and other information reasonably deemed necessary by City for a complete understanding of the work proposed, all in detail reasonably deemed appropriate by City for the level of plans required herein.

6.9.2 Wireless Provider shall deliver all plans submissions for non-regulatory approvals required herein directly to City's City Manager and shall clearly label the submissions to indicate that they are submitted pursuant to the Standard Terms and not for building permits, zoning or other approvals. Each submittal of plans by Wireless Provider for City's review shall include five (5) complete sets of the plans on paper and, if requested, two (2) copies of the plans in electronic form.

6.9.3 All construction plans shall be prepared by qualified registered professional engineers.

6.9.4 City and Wireless Provider shall endeavor to resolve design and construction issues to their mutual satisfaction but, in the event of an impasse for any reason or however arising, in light of City's ownership and other uses of the Use Areas, and as a condition of City's entering into a Site Permit, final decision authority regarding all design and construction issues shall rest with City.

6.9.5 All Wireless Provider's Improvements shall comply with all requirements of law, any applicable insurance contracts and these Standard Terms.

6.10 Cost of Wireless Provider Improvements. All Wireless Provider's Improvements shall be designed and constructed by Wireless Provider at Wireless Provider's sole cost and expense, including without limitation any alteration or other change to City's equipment or other improvements or personalty that may occur. In no event shall City be obligated to compensate Wireless Provider in any manner for any of Wireless Provider's Improvements or other work provided by Wireless Provider during or related to the term of any issued Site Permit. Wireless Provider shall timely pay for all labor, materials, work, and all professional and other services related thereto and shall pay, protect, indemnify, defend and hold harmless City and City's employees, officers, contractors and agents against all claims related to such items. Wireless Provider shall bear the cost of all work required from time to time to cause the Use Areas and City's adjoining property (if directly affected by Wireless Provider's work) to comply with local zoning rules, the Americans with Disabilities Act, building codes and all similar rules, regulations and other laws if such work is required because of work performed by Wireless Provider, by Wireless Provider's use of the Use Areas, or by any exercise of the rights granted to Wireless Provider under a License Agreement.

6.11 Improvement Quality. Any and all work performed on the Use Areas by Wireless Provider shall be performed in a workman-like manner meeting or exceeding the best practices of similar facilities in Maricopa County, Arizona, and shall be diligently pursued to completion and in conformance with all building codes and similar rules. All of Wireless Provider's Improvements shall be high quality, safe, fire resistant, modern in design, and attractive in appearance, all as approved by City through the plans approval processes described in these Standard Terms in addition to any zoning, building code or other regulatory processes that may apply.

6.12 Ownership of Wireless Provider's Improvements. All Wireless Provider's Improvements (including without limitation poles and lights) except the Communications Equipment shall be and become part of the real property of City "brick by brick" as constructed or installed.

6.13 Damage During Work. Upon performing any work upon the Right-of-way, Wireless Provider shall simultaneously restore the Right-of-way to its prior condition, as directed by City and repair any holes, mounting surfaces or other damage whatsoever to the Right-of-way. Such work shall include revegetation and appropriate irrigation systems for revegetated areas.

6.14 Replacement Pole. If City approves a Wireless Provider proposal to install Antennas on a City owned pole, then in addition to the other requirements, the following shall apply:

6.14.1 Wireless Provider shall provide and deliver to City a replacement pole, including mast arm, so that a replacement is immediately available to City in case the original pole is damaged.

6.14.2 If City uses a replacement pole, then Wireless Provider shall provide another replacement pole.

6.14.3 Upon installation of a replacement pole, the City will determine if the original pole, mast arm(s), signal head(s), and light fixture(s) shall be delivered by Wireless Provider to the City's Streets & Transportation Yard or if the Wireless Provider shall dispose of the original pole, mast arm, signal head and light fixture.

6.14.4 All performance under this paragraph shall be at Wireless Provider's expense. City owns the original pole and all replacement poles.

6.15 Coordination with Encroachment Permit. The Street Parcel is located in City's public street Right-of-way. Wireless Provider shall obtain encroachment permits at Wireless Provider's expense as follows:

6.15.1 Wireless Provider shall perform no construction work in the Right-of-way without obtaining from City a permit giving permission to work in the Right-of-way.

6.15.2 Wireless Provider shall not alter or modify its antennas, wireless equipment or any improvements without submitting plans or drawings of the proposed alteration or modification to City and obtaining approval from City's City Manager.

6.15.3 Wireless Provider shall not perform any work on its own antennas or wireless equipment without first obtaining from City an encroachment permit giving it permission to work in the Right-of-way.

6.15.4 Wireless Provider shall not in any way obstruct pedestrian or vehicular traffic within the Right-of-way without first obtaining from City a permit giving permission to obstruct traffic.

6.16 Time for Completion. Wireless Provider shall diligently and expeditiously pursue to completion the construction of all approved Wireless Provider's Improvements. Wireless Provider shall complete initial construction of the Project no later than the Completion Deadline. Wireless Provider shall complete construction of all of other Wireless Provider's Improvements no later than one hundred eighty (180) days of encroachment permit issuance unless City and Wireless Provider agree to extend this period or a delay is caused by a lack of commercial power at the site. If City, in its sole examination of the construction activity at a site, determines that Wireless Provider has not substantially performed construction at a site within one hundred eighty (180) days of the encroachment permit issuance date, City may require the Wireless Provider to cease construction and resubmit the site for approval.

6.17 Construction Notification. City may establish requirements for notification of nearby residents and property owners prior to construction.

6.18 Work Time and Manner Restrictions. All installation, construction, maintenance, inspection, repair and other work of any kind shall be done in a manner that does not disrupt traffic (except in compliance with appropriate permits) or nearby land uses. Without limitation, such work shall be done in compliance with applicable City policies and directions from time to time, taking into account the various sensitivities of traffic, tourism, events, adjoining land uses, other Right-of-way uses, and all other needs and concerns that are likely to be affected by Wireless Provider's work.

VII. RF SAFETY FOR CITY'S EMPLOYEES

7. As City's employees, agents, and representatives must have uninterrupted and safe access to the ROW and all structures located thereon, Wireless Provider must comply with at least one of the following safety protocols:

7.1 Participate in a City RF Safety Program (the "City's Safety Program"), enrollment in which shall include:

7.1.1 A one-time contribution to the City of two (2) RF Personal Monitors, as specified below, for monitoring radio frequency emissions from Wireless Provider Facilities during the repair and maintenance of City's Facilities and ROW. The RF Personal Monitors shall be delivered to the City's City Manager within 60 days of the issuance date of the first permit for a Small Wireless Facility issued to the Wireless Provider.

7.1.1.1 The RF Personal Monitor shall be a new manufactured with full original manufacturer's warranty NARDA (2271/101) – Nardalert S3 Personal & Area Monitor or equivalent device that is approved by the City.

7.1.1.2 The Wireless Provider shall provide for each Nardalert S3 Personal & Area Monitor, a protective silicon or rubberized cover, and a case to store and carry the device.

7.1.2 An annual contribution of two thousand five hundred dollars ($2,500.00) for third-party training of City employees who will work on poles that have a Wireless Facility and for the ongoing operation – including the annual recertification training of City employees, test set calibration, and test set maintenance and repair – of the City's Safety Program ("Annual Contribution").

7.1.2.1 The first annual contribution, payable to the City of San Luis, shall be delivered or transferred as directed by the City's City Manager within 60 days of the issuance date of the first permit for a Small Wireless Facility issued to the Wireless Provider.

7.1.2.2 Each annual contribution thereafter shall be made payable to the City of San Luis as directed by the City Manager on or before the anniversary date of the issuance date of the first permit for a Small Wireless Facility issued to the Wireless Provider.

7.1.3 On each five (5) year interval of the issuance date of the first permit to install a Small Wireless Facility in the City, the Wireless Provider shall provide the City with one (1) additional RF Personal Monitor that meets or exceeds the requirement in Sections 7.1.1.1 and 7.1.1.2 that the City must approve prior to purchase.

7.1.4 Prior to performing any work on a wireless site in the ROW, the City's employee will contact the Network Operations Center (the NOC") whose information shall be located on the ground equipment or on the pole. The City's employee shall identify himself or herself as an employee of City and needs the RF to be turned off at the site for a specified period to perform maintenance or repair work at the site. Upon completion of the work, the City's employee shall contact the NOC and inform them that the site may activate the RF signals.

7.2 Provide access to a "kill switch" for each wireless site that the City's employees, agents, or representatives can use to turn off all power to the Wireless Provider's Facilities while City's work is performed at the location.

7.3 Within 24 hours of a request, agree to send a technician with an RF monitor to confirm that all RF emitting equipment has, in fact, been deactivated, and to install all appropriate lockout tags and devices.

VIII. MAINTENANCE AND UTILITIES

8. Maintenance and Utilities. Except as expressly provided below, Wireless Provider shall be solely responsible for all maintenance, repair and utilities for the Use Areas during the term of an issued Site Permit. Without limitation, Wireless Provider shall perform the following:

8.1 Maintenance by City. City has no maintenance or repair obligations for the Communications Equipment or other Wireless Provider's Improvements.

8.2 Maintenance by Wireless Provider. Wireless Provider shall at all times repair and maintain the Use Areas at Wireless Provider's sole expense in a first-class, sound, clean, safe and attractive manner, meeting or exceeding the manner of maintenance at first class comparable facilities in Maricopa County, Arizona, as determined in City's reasonable discretion. The preceding sentence does not require Wireless Provider to repair or maintain City's facilities at the Use Area unless such work is attributable in whole or in part to Wireless Provider's use of the Use Areas.

8.3 Utility Service. Wireless Provider shall contract for and pay all charges, fees, deposits and other amounts for electricity and telephone and other data communication service to the Use Areas at the rates applicable thereto. Wireless Provider shall use no other utilities at the Use Areas.

8.4 Utility Interruptions. City is not responsible for any interruption of utilities to or upon the Use Areas or other difficulties related to utilities at the Use Areas.

8.5 Right of Inspection. City shall be entitled to inspect all construction, reconstruction or installation work and to make such tests as it deems necessary to ensure compliance with the terms herein, the Street Code, or other Telecommunications Laws. All City plans reviews, inspections, standards and other rights and actions with relation to Wireless Provider's Improvements are for City's sole and exclusive benefit and neither Wireless Provider nor any other person shall rely thereon or have any rights related thereto. The preceding sentence does not prevent Wireless Provider from relying on consents, permits or approvals City may grant based on City's plans, reviews, and inspections. This right of access is in addition to access rights for City inspectors or other employees and officers acting within their legal authority.

8.6 Construction Notification. City may establish requirements for Wireless Provider to notify nearby residents prior to construction.

8.7 Blue Stake. Wireless Provider shall register with and comply with the local Blue Stake program.

IX. BREACH BY WIRELESS PROVIDER

9. Breach by Wireless Provider. Wireless Provider shall comply with, perform and do each obligation required of Wireless Provider herein and shall cause all persons using the Use Areas

through or under Wireless Provider or these Standard Terms to do the same. Wireless Provider's failure to do so shall be a material breach by Wireless Provider of these Standard Terms.

9.1 Events of Default. All License Agreements and Site Permits are approved upon the condition that each and every one of the following events herein shall be deemed an "Event of Default" by Wireless Provider of Wireless Provider's material obligations under these Standard Terms:

9.1.1 If Wireless Provider shall be in arrears in the payment of Use Fee and shall not cure such arrearage within fifteen (15) days after City has notified Wireless Provider of such arrearage.

9.1.2 If Wireless Provider shall fail to operate the Communications Equipment (except during specific periods expressly excused herein) for a period of thirty (30) consecutive days or a total of sixty (60) days within any twelve (12) month period.

9.1.3 If Wireless Provider shall fail to maintain any insurance required under these Standard Terms. Notwithstanding the preceding sentence, such failure shall not be a default if within thirty (30) business days after notice from City, Wireless Provider provides to City the required insurance and the required evidence thereof. Such insurance must cover the past for a period adequate that there is no gap in the insurance coverage required by these Standard Terms.

9.1.4 If the Wireless Provider's right to use a Pole expires or is terminated for any reason.

9.1.5 If Wireless Provider does not commence and diligently pursue to completion each required stage of construction of the site within the times required herein. The times specified for concluding each stage of required construction have been established far enough in advance, and have taken into account the likelihood of construction delays, so that no cure period is provided.

9.1.6 If Wireless Provider shall be the subject of a voluntary or involuntary bankruptcy, receivership, insolvency or similar proceeding or if any assignment of any of Wireless Provider's or such other person's property shall be made for the benefit of creditors or if Wireless Provider or such other person dies or is not regularly paying its debts as they come due (collectively a "Wireless Provider Insolvency").

9.1.7 If the issuer of any letter of credit shall fail for any reason to timely and fully honor any request by City for funds or other performance under the instrument and Wireless Provider fails to cause the issuer to or some other person to honor the request within thirty (30) days after City notifies Wireless Provider that such request has not been honored.

9.1.8 If Wireless Provider shall fail to obtain or maintain any licenses, permits, or other governmental approvals pertaining to the Right-of-way or timely pay any taxes pertaining to the Right-of-way and shall not cure such failure within thirty (30) days which shall be extended to ninety (90) days if Wireless Provider begins to cure in good faith within thirty (30) days.

9.1.9 If City shall be exposed to any liability, obligation, damage, cost, expense, or other claim of any description, whether or not asserted, unless Wireless Provider gives immediate notice to City of Wireless Provider's commitment to indemnify, defend and hold City harmless against such claim Wireless Provider does in fact promptly commence and continue to indemnify, defend and hold City harmless against such claim.

9.1.10 If Wireless Provider shall fail to meet its obligations under the RF Safety Paragraph.

9.1.11 If Wireless Provider shall engage in a pattern of repeated failure (or neglect) to timely do or perform or observe any provision contained herein. After City has once given notice of any failure by Wireless Provider to comply with its obligations set forth in these Standard Terms, the following shall constitute a repeated failure by Wireless Provider to comply with such provision:

9.1.11.1 Another failure to comply with any provision of these Standard Terms during the following thirty (30) day period.

9.1.11.2 Three (3) or more failures to comply with any provision of these Standard Terms during any ninety (90) day period.

9.1.11.3 Six (6) or more failures to comply with any provision of these Standard Terms during any twelve (12) month period.

9.1.12 If Wireless Provider shall fail to or neglect to timely and completely do or perform or observe any other provisions herein and such failure or neglect shall continue for a period of thirty (30) days after City has notified Wireless Provider in writing of such failure or neglect.

9.2 City's Remedies. Upon the occurrence of any Event of Default or at any time thereafter, City may, at its option and from time to time, exercise at Wireless Provider's expense any or all or any combination of the following cumulative remedies in any order and repetitively at City's option:

9.2.1 Terminate any or all License Agreements and Site Permits due to Wireless Provider's breach or for any other reason does not terminate Wireless Provider's obligations arising during the time simultaneous with or prior to or the termination, and in no way terminates any of Wireless Provider's liability related to any breach of these Standard Terms.

9.2.2 Pay or perform, for Wireless Provider's account, in Wireless Provider's name, and at Wireless Provider's expense, any or all payments or performances required hereunder to be paid or performed by Wireless Provider.

9.2.3 Abate at Wireless Provider's expense any violation of these Standard Terms.

9.2.4 Notwithstanding anything under these Standard Terms to the contrary, unilaterally and without Wireless Provider's or any other person's consent or approval, draw upon, withdraw or otherwise realize upon or obtain the value of any letter of credit, escrowed funds, insurance policies, or other deposits, sureties, bonds or other funds or security held by City or pledged or otherwise obligated to City by Wireless Provider or by any third party (whether or not specifically mentioned herein) and use the proceeds for any remedy permitted by these Standard Terms.

9.2.5 Require an additional security deposit adequate in City's sole discretion to protect City and the Right-of-way.

9.2.6 Assert, exercise or otherwise pursue at Wireless Provider's expense any and all other rights or remedies, legal or equitable, to which City may be entitled, subject only to the limitation set out below on City's ability to collect money damages in light of the Violation Use Fee.

9.3 Violation Use Fee. In lieu of certain money damages (the "Inconvenience Costs") set out below, the following shall apply to Wireless Provider's violation of certain limited requirements of these Standard Terms (the "Violation Fee Provisions"):

9.3.1 The Inconvenience Costs are the money damages that City suffers in the form of administrative cost and inconvenience, disharmony among Competing Users, and general inconvenience in Right-of-way use by City, Competing Users and the public when Wireless Provider fails to comply with the Violation Fee Provisions.

9.3.2 Wireless Provider's failure to comply with Violation Fee Provisions will result in Inconvenience Costs in an amount that is and will be impracticable to determine. Therefore, the parties have agreed that, in lieu of Wireless Provider paying to City as damages the actual amount of the Inconvenience Costs for violating the Violation Fee Provisions, Wireless Provider shall pay Violation Use Fee.

9.3.3 Violation Use Fee is only intended to remedy Inconvenience Costs that City suffers because of Wireless Provider's breach of the Violation Fee Provisions. Wireless Provider's payment of Violation Use Fee does not in any way excuse any breach by Wireless Provider of these Standard Terms or limit in any way Wireless Provider's obtaining any other legal or equitable remedy provided by these Standard Terms or otherwise or such breach. For example, Wireless Provider's obligation to pay Violation Use Fee does not in any way detract from Wireless Provider's indemnity and insurance obligations under these Standard Terms, which shall apply according to their terms in addition to Wireless Provider's obligation to pay Violation Use Fee.

9.3.4 Wireless Provider may elect to draw upon the letter of credit to collect the Violation Use Fee.

9.3.5 The Violation Fee Provisions and the amount of the Violation Use Fee per day or part thereof are as follows:

9.3.5.1 The amount of Six Hundred Dollars ($600.00) per day for Wireless Provider's failure to properly restore the public Right-of-way or to correct related violations of specifications, code, ordinance or standards within ten (10) business days after City's notice to correct such defects. Such Violation Use Fee shall be in addition to any cost the City may incur to restore the Right-of-way or correct the violation.

9.3.5.2 The amount of Two Hundred Fifty ($250.00) per day for each failure to make Wireless Provider's books and records available as required by the License Agreement.

9.3.5.3 The amount of Five Hundred Dollars ($500.00) per instance of any other action or non-action by the Wireless Provider contrary to these Standard Terms herein, that causes Inconvenience Costs and that is not cured after three (3) business days' notice.

9.3.6 Violation Use Fees shall be assessed as follows:

9.3.6.1 If City determines that Wireless Provider is liable for Violation Use Fee, then City shall issue to Wireless Provider a notice of City's assessing a Violation Use Fee. The notice shall set forth the nature of the violation and the amount of the assessment.

9.3.6.2 Wireless Provider shall pay the Violation Use Fee within ten (10) days after City's notice. However, if the Violation Use Fee amount exceeds Five Thousand Dollars ($5,000), then the following shall apply:

9.3.6.2.1 Wireless Provider shall have thirty (30) days after the notice to pay the Violation Use Fee or give City notice contesting the assertion of noncompliance.

9.3.6.2.2 If Wireless Provider fails to respond to the notice, Wireless Provider shall pay the Violation Use Fee. Otherwise, City shall schedule a public hearing to investigate whether the Violation Use Fee is properly assessed. City shall provide Wireless Provider at least ten (10) days' notice of such hearing, which shall specify the time, place and purpose of the hearing. At the hearing, Wireless Provider shall be provided an opportunity to be heard and present evidence. If the result of the hearing is that Wireless Provider is liable for Violation Use Fee, then the Violation Use Fee is due ten (10) days after the hearing decision is announced.

9.4 Non-waiver. Wireless Provider acknowledges Wireless Provider's unconditional obligation to comply with these Standard Terms herein. No failure by City to demand any performance required of Wireless Provider under these Standard Terms herein, and no acceptance by City of any imperfect or partial performances under these Standard Terms herein, shall excuse such performance or impair in any way City's ability to insist, prospectively and retroactively, upon full compliance with these Standard Terms herein. No acceptance by City of Use Fee payments or other performances hereunder shall be deemed a compromise or settlement of any right City may have for additional, different or further payments or performances as provided for in these Standard Terms. Any waiver by City of any breach of condition or covenant herein contained to be kept and performed by Wireless Provider shall not be deemed or considered as a continuing waiver and shall not operate to bar or otherwise prevent City from declaring a default for any breach or succeeding or continuing breach either of the same condition or covenant or otherwise. No statement, bill or notice by City or Wireless Provider concerning payments or other performances due hereunder, or failure by City to demand any performance hereunder, shall excuse Wireless Provider from compliance with its obligations nor estop City (or otherwise impair City's ability) to at any time correct such notice and/or insist prospectively and retroactively upon full compliance with the License Agreement. No waiver of any description (INCLUDING ANY WAIVER OF THIS SENTENCE OR PARAGRAPH) shall be effective against City unless made in writing by a duly authorized representative of City specifically identifying the particular provision being waived and specifically stating the scope of the waiver. WIRELESS PROVIDER EXPRESSLY DISCLAIMS AND SHALL NOT HAVE THE RIGHT TO RELY ON ANY SUPPOSED WAIVER OR OTHER CHANGE OR MODIFICATION, WHETHER BY WORD OR CONDUCT OR OTHERWISE, NOT CONFORMING TO THIS PARAGRAPH.

9.5 Reimbursement of City's Expenses. Wireless Provider shall pay to City within thirty (30) days after City's demand any and all amounts expended or incurred by City in performing Wireless Provider's obligations (upon Wireless Provider's failure to perform the same after notice from City) together with interest thereon at the rate of ten percent (10%) per annum from the date expended or incurred by City.

9.6 Breach by City. Notwithstanding anything in these Standard Terms to the contrary, if City at any time is required to pay to Wireless Provider any amount or render any performance, such amount or performance is not due until thirty (30) days after notice by Wireless Provider to City that the amount has become payable or that the performance is due. In the event a cure cannot be effected during that period, City shall not be in default so long as City commences cure during the period and diligently prosecutes the cure to completion provided such cure must be completed within sixty (60) days after the notice.

9.7 Right to Setoff and Credit. In addition to its other rights and remedies City shall have the right to setoff and credit from time to time and at any time, any and all amounts due from Wireless Provider to City, whether pursuant to these Standard Terms herein or otherwise, against any sum which may be due from City to Wireless Provider.

X. TERMINATION

10. Rights at Termination. The following provisions shall apply at the expiration of the term of each License Agreement and Site Permit:

10.1 Surviving Obligations. Expiration or termination of a License Agreement does not terminate Wireless Provider's obligations existing or arising prior to or simultaneous with, or attributable to, the termination or events leading to or occurring before termination.

10.2 Delivery of Possession. Wireless Provider shall cease using the Use Areas of the expired or terminated License Agreement and Site Permit. Wireless Provider shall without demand, peaceably and quietly quit and deliver up the Use Areas to City thoroughly cleaned, in good repair with the Use Areas maintained and repaired and in as good order and condition, reasonable use and wear excepted, as the Use Areas now are or in such better condition as the Use Areas may hereafter be placed.

10.3 Confirmation of Termination. Upon expiration or termination of a License Agreement or Site Permit for any reason, Wireless Provider shall provide to City upon demand recordable disclaimers covering the Use Areas executed and acknowledged by Wireless Provider and by all persons claiming through these Standard Terms, any License Agreement, any Site Permit, or Wireless Provider any interest in or right to use the Use Areas.

10.4 Removal of Improvements. Wireless Provider shall remove all Communications Equipment and restore the Use Areas including pole, mast arms, luminaires, or wireless support structure to its prior condition, or to a condition matching City's surrounding land and improvements, as directed by City, at Wireless Provider's expense prior to normal expiration of the term of a License Agreement or Site Permit or within ninety (90) days; after termination of a License Agreement or Site Permit or for any other reason whatsoever. Without limitation, such work shall include revegetation and appropriate irrigation systems for revegetated areas. Notwithstanding anything in these Standard Terms to the contrary, City may elect to require Wireless Provider to leave any or all construction or other items (except the Communications Equipment) in place, and all such items shall be owned by City. Unless City directs otherwise, all wiring, pipes and conduits shall be left in good and safe condition, in working order, with each end properly labeled and enclosed in proper junction boxes.

10.5 Prior Improvements. This article also applies to any improvements that Wireless Provider may have made to the Use Areas.

XI. INDEMNITY AND INSURANCE

11. Insurance Responsibility. During the entire term of any License Agreement or Site Permit, Wireless Provider shall insure its property and activities at and about the Use Areas and shall provide insurance and indemnification as follows:

11.1 Insurance Required. Not later than the date of the License Agreement, and at all times thereafter when Wireless Provider is occupying or using the Use Areas in any way, Wireless Provider shall obtain and cause to be in force and effect the following insurance:

11.1.1 Commercial General Liability. Commercial general liability insurance with a limit of Ten Million and No/100 Dollars ($10,000,000.00) for each occurrence, a limit of Ten Million and No/100 Dollars ($10,000,000.00) for products and completed operations annual aggregate, and a limit of Ten Million and No/100 Dollars ($10,000,000.00) general aggregate limit per policy year. The policy shall cover liability arising from premises, operations, independent contractors, products, completed operations, personal injury, bodily injury, advertising injury, and liability assumed under an "insured contract" including the License Agreement. The policy will cover Wireless Provider's liability under the indemnity provisions set forth in these Standard Terms. The policy shall contain a "separation of insured's" clause.

11.1.2 Automobile Liability. Automobile liability insurance with a limit of One Million Dollars ($1,000,000) for each occurrence covering any and all owned, hired, and non-owned vehicles assigned to or used in any way in connection with Wireless Provider's use of the Right-of-way. Without limitation, such insurance shall cover hazards of motor vehicle use for loading and off loading.

11.1.3 Workers' Compensation. Such workers' compensation and similar insurance as is required by law and employer's liability insurance with a minimum limit of One Hundred Thousand Dollars ($100,000) for each accident, One Hundred Thousand Dollars ($100,000) disease for each employee, Five Hundred Thousand Dollars ($500,000) policy limit for disease. All contractors and subcontractors must provide like insurance.

11.1.4 Special Risk Property. Unless waived by City in writing, all risk property insurance covering damage to or destruction of all real and personal improvements to the Right-of-way, including without limitation, all improvements existing upon the Right-of-way prior to an approved License Agreement, an issued Site Permit, or hereafter constructed in an amount equal to full replacement cost of all such improvements. Such insurance shall be special causes of loss policy form (minimally including perils of fire, lightning, explosion, windstorm, hail, smoke, aircraft, vehicles, riot, civil commotion, theft, vandalism, malicious mischief, collapse and flood). Coverage shall include pollutant clean up and removal with minimum limits coverage of Fifty-Thousand Dollars ($50,000.00).

11.1.5 Other Insurance. Any other insurance City may reasonably require for the protection of City and City's employees, officials, representatives, officers and agents (all of whom, including City, are collectively "Additional Insureds"), the Right-of-way, surrounding property, Wireless Provider, or the activities carried on or about the Right-of-way. Such insurance shall be limited to insurance a reasonable person owning, leasing, designing, constructing, occupying, or operating similar facilities might reasonably purchase.

11.2 Policy Limit Escalation. City may elect by notice to Wireless Provider to increase the amount or type of any insurance to account for inflation, changes in risk, or any other factor that City reasonably determines to affect the prudent amount of insurance to be provided.

11.3 Form of All Insurance. All insurance provided by Wireless Provider with respect to the Right-of-way, whether required in these Standard Terms or not, shall meet the following requirements:

11.3.1 "Occurrence" coverage is required.

11.3.2 If Wireless Provider uses any excess insurance then such excess insurance shall be "follow form" equal to or broader in coverage than the underlying insurance.

11.3.3 Policies must also cover and insure Wireless Provider's activities relating to the business operations and activities conducted away from the Right-of-way.

11.3.4 Within five (5) business days of receiving a written request from the City, Wireless Provider shall provide copies of insurance certificates, insurance policies, formal endorsements or other documentation acceptable to City that all insurance coverage required herein is provided.

11.3.5 Wireless Provider's insurance shall be primary insurance with respect to claims arising out of Wireless Provider's operations, activities and obligations set forth in these Standard Terms.

11.3.6 All policies, including workers' compensation, shall waive transfer rights of recovery (subrogation) against City, and the other Additional Insureds.

11.3.7 All deductibles, retentions, or "self-insured" amounts shall be subject to the following:

11.3.7.1 Wireless Provider shall be solely responsible for any self-insurance amount or deductible.

11.3.7.2 Such amounts shall not exceed in total One Hundred Thousand Dollars ($100,000.00) per loss. At such times as Wireless Provider's net worth is more than One Hundred Million Dollars ($100,000,000.00), such limit shall be One Million and No/100 Dollars ($1,000,000.00).

11.3.7.3 Any self-insured exposure shall be deemed to be an insured risk under the License Agreement.

11.3.7.4 Wireless Provider shall provide to the beneficiaries of all such amounts no less insurance protection than if such self-insured portion was fully insured by an insurance company of the quality and caliber required hereunder.

11.3.7.5 The right to self-insure is limited and specific to Wireless Provider and does not extend to Wireless Provider's contractors or others.

11.3.8 All policies except workers' compensation must name City and the other Additional Insureds as additional insureds. Wireless Provider shall cause coverage for Additional Insureds to be incorporated into each insurance policy by endorsement with respect to claims arising out of Wireless Provider's operations, activities and obligations under these Standard Terms.

11.3.9 All policies must require the insurer to provide City with at least thirty (30) days' prior notice of any cancellation. The insurer's duty to notify City of changes in coverage shall not include phrases such as "endeavor to" or "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives."

11.3.10 All policies shall require that notices be given to City in the manner specified for notices to City set forth in these Standard Terms.

11.4 Insurance Certificates. Wireless Provider shall evidence all insurance by furnishing to City certificates of insurance annually and with each change in insurance coverage. Certificates must evidence that the policy described by the certificate is in full force and effect and that the policy satisfies each requirement of these Standard Terms applicable to the policy. For example, certificates must evidence that City and the other Additional Insureds are additional insureds. Certificates must also be in an industry standard form reasonably acceptable to City. Wireless Provider shall provide updated certificates at City's request.

11.5 Acceptable Insurers. All insurance policies shall be issued by insurers acceptable to City. At a minimum, all insurers shall be duly licensed (or qualified unlicensed non-admitted insurer) by the State of Arizona, Department of Insurance. At a minimum, all insurers shall have and maintain an A.M. Best, Inc. rating of B++ 6.

11.6 No Representation of Coverage Adequacy. By requiring insurance herein, City does not represent that coverage and limits will be adequate to protect Wireless Provider. City reserves the right to review any and all of the insurance policies and/or endorsements cited in these Standard Terms but has no obligation to do so. Failure to demand such evidence of full compliance with the insurance requirements set forth in these Standard Terms or failure to identify any insurance deficiency shall not relieve Wireless Provider from, nor be construed or deemed a waiver of, Wireless Provider's obligation to maintain the required insurance at all times.

11.7 Indemnity. In addition to all other indemnities and other obligations hereunder, to the fullest extent permitted by law, throughout the term of any and all License Agreements or Site Permits and until all obligations and performances under or related to these Standard Terms are satisfied and all matters described in this paragraph are completely resolved, Wireless Provider and all other persons using, acting, working or claiming through or for Wireless Provider (if they or their subcontractor, employee or other person or entity hired or directed by them participated in any way in causing the claim in question)) shall jointly and severally indemnify, defend and hold harmless City and all other Additional Insureds for, from and against any and all claims or harm related to Wireless Provider's use of the Right-of-way or the rights granted to Wireless Provider with respect to the Right-of-way or Wireless Provider's exercise of its rights under these Standard Terms (the "Indemnity"). Without limitation, the Indemnity shall include and apply to any and all allegations, demands, judgments, assessments, taxes, impositions, expenses, proceedings, liabilities, obligations, suits, actions, claims (including without limitation claims of personal injury, bodily injury, sickness, disease, death, property damage, destruction, loss of use, financial harm, or other impairment), damages, losses, expenses, penalties, fines or other matters (together with all attorney fees, court costs, and the cost of appellate proceedings and all other costs and expenses of litigation or resolving the claim) that may arise in any manner out of any use of the Right-of-way or other property pursuant to any and all License Agreements or Site Permits, or any actions, acts, errors, mistakes or omissions relating to work or services in the performance of or related to the License Agreement, including without limitation any injury or damages or cause of action claimed or caused by any employees, contractors, subcontractors, tenants, subtenants, agents or other persons upon or using the Right-of-way or surrounding areas related to Wireless Provider's exercise of its rights under the License Agreement, including without limitation, claims, liability, harm or damages caused in part by City or any other Additional Insured or anyone for whose mistakes, errors, omissions or negligence Wireless Provider or City may be liable. As a condition to City's approval of any and all License Agreements or Site Permits, Wireless Provider specifically agrees that to the extent any provision of this paragraph is not fully enforceable against Wireless Provider for any reason whatsoever, this paragraph shall be deemed automatically reformed to the minimal extent necessary to cause it to be enforceable to the fullest extent permitted by law. The Indemnity shall also include and apply to any environmental injury, personal injury or other liability relating to Wireless Provider's use of real

property under the License Agreement. Notwithstanding the foregoing, the Indemnity does not apply to:

11.7.1 Claims arising only from the sole gross negligence or intentionally wrongful acts of City.

11.7.2 Claims that the law prohibits from being imposed upon the indemnitor.

11.8 Risk of Loss. Wireless Provider assumes the risk of any and all loss, damage or claims related to Wireless Provider's use of the Right-of-way or other property of City, Wireless Provider or third parties throughout the term of any and all License Agreements and the term(s) of any and all Site Permits. Wireless Provider shall be responsible for any and all damage to its property and equipment related to these Standard Terms.

11.9 Insurance to be Provided by Others. Wireless Provider shall cause its contractors or other persons occupying, working on or about, or using the Right-of-way pursuant to these Standard Terms to be covered by their own or Wireless Provider's insurance as required by these Standard Terms. The required policy limits for commercial general liability insurance provided by such persons shall be One Million Dollars ($1,000,000) for each occurrence, One Million Dollars ($1,000,000) for products and completed operations annual aggregate, and Two Million Dollars ($2,000,000) general aggregate limit per policy year. This paragraph does not apply to persons who do not actually perform physical labor in the Right-of-way (such as Wireless Provider's consulting design engineers).

XII. CONDEMNATION

12. Condemnation. The following shall govern any condemnation of any part of or interest in the Use Areas and any conveyance to City or another condemnor in avoidance or settlement of condemnation or a threat of condemnation:

12.1 Termination for Condemnation. The Site Permit(s) for the Use Area shall terminate on the date (the "Condemnation Date") that is the earlier of the date title vests in the condemnor, or the date upon which the condemnor is let into possession. Notwithstanding the foregoing, if City reasonably determines that the Use Areas continue to be suitable for Wireless Provider to conduct the Permitted Uses, City may elect to cause the Site Permit(s) to continue to remain in effect as to the part of the Use Areas not taken and the Use Fee shall not be reduced or abated. Nevertheless, if Wireless Provider reasonably determines that the Use Areas are not suitable for Wireless Provider to conduct the Permitted Uses, then the Site Permit(s) shall terminate.

12.2 Condemnation Proceeds. Wireless Provider hereby assigns and transfers to City Wireless Provider's entire interest in all condemnation damages, interest, severance damages, and any other payments or proceeds of any kind relating to the condemnation (collectively the "Condemnation Proceeds"). Wireless Provider shall execute and deliver to City assignments or other instruments requested by City confirming such assignment and transfer. Wireless Provider shall immediately pay to City any Condemnation Proceeds Wireless Provider may receive. The Condemnation Proceeds shall not include relocation benefits, if any, awarded specifically to Wireless Provider to cover expenses of relocating Wireless Provider's business located at the Use Areas at the time of the condemnation, or any compensation specifically awarded to Wireless Provider for any taking of the Communications Equipment itself. Any repair, relocation or similar costs relating to the Communications Equipment shall be borne by Wireless Provider.

12.3 Power to Condemn. Wireless Provider acknowledges that City and others from time-to-time may use the power to condemn the Use Areas or any interest therein or rights thereto. City has not relinquished any right of condemnation or eminent domain over the Use Areas. City does not warrant that City will not condemn the Use Areas during the term of the License Agreement, but City does not presently have intentions to condemn the Use Areas.

XIII. DAMAGE TO OR DESTRUCTION OF USE AREAS

13. Damage to or Destruction of the Use Areas. The following provisions shall govern damage to or destruction of the Use Areas by fire, flood, explosion, the elements, the public enemy, or other casualty (collectively "Casualty Damage"):

13.1 Damage to Wireless Provider's Improvements. Wireless Provider shall commence restoring the Casualty Damage to Wireless Provider's Improvements within thirty (30) days after any Casualty Damage occurs. Wireless Provider shall complete the restoration work within thirty (30) days after commencement. Such work shall be subject to the plans approval process and all other requirements for Wireless Provider's Improvements. Wireless Provider shall perform all restoration work at Wireless Provider's sole cost and expense.

13.2 Monthly Restoration Work Report. Wireless Provider shall provide to City no later than the tenth day of each month a written narrative report of the progress of the restoration work.

XIV. WIRELESS PROVIDER'S RECORDS

14. Wireless Provider's Records. During the entire term of any License Agreement, Wireless Provider shall keep records and provide information to City as follows:

14.1 Scope of Information. Unless otherwise specified, all of Wireless Provider's recordkeeping and disclosure obligations under this article are limited to the following (collectively the "Covered Information"):

14.1.1 The status of the construction, repair or restoration of Wireless Provider Improvements.

14.1.2 Information indicating whether City or Wireless Provider is in compliance with the terms herein.

14.2 Records Inspection. At Wireless Provider's expense, Wireless Provider shall:

14.2.1 Permit and assist City and its representatives upon twenty-one (21) days' notice to inspect, audit, and copy Wireless Provider's records of Covered Information.

14.2.2 Make the records of Covered Information (and reasonable accommodations for City's audit and inspection) available to City at Wireless Provider's offices in Maricopa County, Arizona.

14.2.3 Cause Wireless Provider's employees and agents and accountants to give their full cooperation and assistance in connection with City's access to the Covered Information.

14.3 Record Retention. Wireless Provider shall preserve records of the Covered Information in a secure place at Wireless Provider's corporate headquarters in the continental United States for a period ending seven (7) years after the time period reported by the records.

14.4 Record Media Included. City's and Wireless Provider's rights and obligations regarding the Covered Information apply regardless of the type of media, materials, or data repositories that may contain the Covered Information. City shall have access to Covered Information contained, without limitation, in records, books, papers, documents, recordings, computer data, contracts, logs, notes, ledgers, correspondence, reports, drawings, and memoranda, and any and all other sources, records and repositories of Covered Information.

14.5 Reports. Wireless Provider shall deliver to City written reports (and, if requested by City, a presentation to City's governing council or designee) covering such Covered Information as City may request from time to time. City shall not request such reports more often than once in any twelve (12) month period.

14.6 Standards for Records. Wireless Provider shall maintain a standard, modern system of recordkeeping for the Covered Information and shall keep and maintain proper and accurate books and other repositories of information relating to the Covered Information.

XV. COMPLIANCE WITH LAW

15. Compliance with Law. Wireless Provider shall perform its obligations under these Standard Terms in accordance with all federal, state, county and local laws, ordinances, regulations or other rules or policies as are now in effect or as may hereafter be adopted or amended. Without limiting in any way the generality of the foregoing, Wireless Provider shall comply with all and each of the following:

15.1 Applicability of Municipal Law. Without limitation, Wireless Provider shall comply with municipal laws as follows:

15.1.1 Wireless Provider acknowledges nothing set forth herein or by approval of any License Agreement or issuance of any Site Permit constitutes, and City has not promised or offered, any type of waiver of, or agreement to waive (or show any type of forbearance, priority or favoritism to Wireless Provider with regard to) any law, ordinance, power, regulation, tax, assessment or other legal requirement now or hereafter imposed by the City of San Luis or any other governmental body upon or affecting Wireless Provider, the Use Areas, or the Street Parcel or Wireless Provider's use of the Use Areas, the Street Parcel or the Right-of-way.

15.1.2 All of Wireless Provider's obligations hereunder are in addition to, and cumulative upon (and not to any extent in substitution or satisfaction of), all existing or future laws and regulations applicable to Wireless Provider.

15.1.3 City, by approving any License Agreement and/or Site Permit, cannot and has not relinquished or limited any right of condemnation or eminent domain over the Right-of-way or any other property related to these Standard Terms or within the Right-of-way.

15.1.4 An approved License Agreement or issued Site Permit cannot and does not impair City's, power to enact, apply or enforce any laws or regulations, or exercise any governmental powers affecting in any way Wireless Provider, the Use Areas, the Street Parcel, or the Right-of-way.

15.1.5 City's rights and remedies hereunder for Wireless Provider's failure to comply with all applicable laws supplement and are in addition to and do not replace otherwise existing powers of the City of San Luis or any other governmental body.

15.1.6 Wireless Provider's rights hereunder and pursuant to any approved License Agreement or issued Site Permit are further subject to all present and future building restrictions, regulations, zoning laws, and all ordinances, resolutions, rules and orders of all bodies, bureaus, commissions and bodies of any municipal, county, state, or federal authority, now or hereafter having jurisdiction over the Use Areas or Wireless Provider's use thereof. Wireless Provider shall comply with all of the foregoing.

15.2 Radio Frequency Compliance Requirements. Wireless Provider shall document, report and confirm its compliance with Federal Communications Commission ("FCC") Radio Frequency Exposure Guidelines (FCC OET Bulletin 65) and all other applicable radio frequency emissions laws and regulations in effect from time to time (collectively, the "FCC Rules") as follows:

15.2.1 Wireless Provider shall cause its senior internal engineer responsible for compliance with the FCC Rules to deliver to City a written letter (the "RF Letter"), as follows:

15.2.1.1 The RF Letter shall attest that Wireless Provider's operation of the Communications Equipment is in compliance with the FCC Rules. A statement from Wireless Provider declaring exemption from reporting to FCC is not acceptable to comply with the requirements of this paragraph.

15.2.2 Wireless Provider shall maintain records of radio frequency measurements and Communications Equipment performance in accordance with the FCC Rules.

15.2.3 Wireless Provider shall also evidence and demonstrate its compliance with the FCC Rules in such manner and at such intervals as the San Luis City Code and other applicable laws and regulations may mandate.

15.3 Government Property Lease Excise Tax. Wireless Provider shall be responsible for any and all property taxes and all government property lease excise taxes described in A.R.S. § 42-6201 *et seq.* or similar laws in force from time to time. Pursuant to A.R.S. § 42-6206, failure by Wireless Provider to pay the taxes after notice and an opportunity to cure is an event of default that could result in divesting Wireless Provider of any interest in or right of occupancy of the Use Areas.

15.4 Use Area Regulations. City reserves the right to adopt, amend and enforce against Wireless Provider rules and regulations governing the operation of the Street Parcel, including the Use Areas, Wireless Provider's activities therein and thereon, and the public areas and facilities used by Wireless Provider in connection therewith.

15.5 Taxes, Liens and Assessments. In addition to all other amounts herein provided and to the extent consistent with applicable law, Wireless Provider shall pay, when the same become due and payable, all taxes and general and special fees, charges and assessments of every description that during the term of any License Agreement or Site Permit may be levied upon or assessed upon or with respect to Wireless Provider's use of the Right-of-way, the operations conducted therein, any amounts paid or other performances required by these Standard Terms by either party, and all possessory interest in the Right-of-way and Wireless Provider's improvements and other property thereon. Wireless Provider shall pay, indemnify, defend and hold harmless City

from any and all such obligations, including any interest, penalties and other expenses which may be imposed, and from any lien therefor or sale or other proceedings to enforce payment thereof.

15.6 Permits. Nothing in these Standard Terms relieves Wireless Provider of the obligation to obtain permits, licenses and other approvals from City or other units of government that are required for the erection, construction, reconstruction, installation, operation or maintenance of the Communications Equipment or provision of Telecommunications Services; or from compliance with applicable municipal codes, ordinances, laws and policies, such as zoning and land use ordinances and regulations, pavement cut and restoration ordinances and regulations, subdivision and project improvement ordinances, curb cut permits, building permits, Right-of-way permits and the like.

XVI. ASSIGNABILITY

16. Assignability. License Agreements and Site Permits are not assignable by Wireless Provider (and any assignment shall be void and vest no rights in the purported assignee) unless the assignment is made in strict compliance with the following:

16.1 Assignments Affected. Every assignment of any of Wireless Provider's interest in the Right-of-way, any License Agreement, any Site Permit, or any of Wireless Provider's rights or interests hereunder is prohibited unless Wireless Provider first receives from City notice of City's consent to the assignment, City's consent to such assignment not to be unreasonably withheld, conditioned, or delayed. All references in these Standard Terms to assignments by Wireless Provider or to assignees shall be deemed also to apply to all of the following transactions, circumstances and conditions and to all persons claiming pursuant to such transactions, circumstances and conditions:

16.1.1 Any voluntary or involuntary assignment, conveyance or transfer of Wireless Provider's right to use the Right-of-way under the License Agreement or any interest or rights of City under the License Agreement, in whole or in part.

16.1.2 Any voluntary or involuntary pledge, lien, mortgage, security interest, judgment, claim or demand, whether arising from any contract, any agreement, any work of construction, repair, restoration, maintenance or removal, or otherwise affecting Wireless Provider's rights to use the Right-of-way (collectively "Liens").

16.1.3 Any assignment by Wireless Provider of any interest in any License Agreement or Site Permit for the benefit of creditors, voluntary or involuntary.

16.1.4 A Wireless Provider Insolvency.

16.1.5 The occurrence of any of the foregoing by operation of law or otherwise.

16.1.6 The occurrence of any of the foregoing with respect to any assignee or other successor to Wireless Provider.

16.2 Pre-approved Assignments. Subject to certain conditions hereafter stated, City hereby consents to certain assignments (the "Pre-approved Assignments"). Only the following assignments are Pre-approved Assignments:

16.2.1 Complete Assignment of License Agreement and Site Permits. Wireless Provider's complete assignment of all of Wireless Provider's rights and Interests in the Right-of-way

and approved License Agreements, and issued Site Permits to a single assignee who meets all of the following requirements, as determined by City in City's reasonable discretion (a "Qualified Operator"):

16.2.1.1 The assignee has experience, management, credit standing and financial capacity and other resources equal to or greater than Wireless Provider's and adequate to successfully perform the obligations set forth herein.

16.2.1.2 The assignee is experienced in the management and operation of similar projects.

16.2.1.3 The assignee assumes all of Wireless Provider's obligations herein.

16.2.1.4 The assignee has a net worth of not less than Fifty Million and No/100 Dollars ($50,000,000.00).

16.2.2 Stock Transfers. The transfer of publicly traded stock, regardless of quantity.

16.2.3 Merger. The merger or consolidation of Wireless Provider with another entity that is a Qualified Operator.

16.2.4 Common Ownership Transfer. Wireless Provider's complete assignment of all of Wireless Provider's rights and interests in the Right-of-way and approved License Agreements to single assignee who is and remains a wholly owned subsidiary of Wireless Provider's sole owner as of the date of the License Agreement (or a wholly owned subsidiary of a wholly owned subsidiary of Wireless Provider's sole owner as of the date of the License Agreement).

16.3 Limitations on Assignments. City's consent to any assignment, including without limitation, Pre-approved Assignments, is not effective until the following conditions are satisfied:

16.3.1 Except for the sale of stock, Wireless Provider shall provide to City a summary of provisions of the transaction documents assigning its interests.

16.3.2 Each assignee must execute an assumption of any and all License Agreements and Site Permits to be assigned in form acceptable to City.

16.3.3 Each Pre-approved Assignment must satisfy all other requirements of these Standard Terms pertaining to assignments.

16.4 Assignment Remedies. Any assignment without City's consent shall be void and shall not result in the assignee obtaining any rights or interests. City may, in its sole discretion and in addition to all other remedies available to City under these Standard Terms or otherwise, and in any combination, terminate any and all License Agreements and Site Permits; collect Use Fee from the assignee and/or declare the assignment to be void, all without prejudicing any other right or remedy of City under these Standard Terms. No cure or grace periods shall apply to assignments prohibited under these Standard Terms or to enforcement of any provision under these Standard Terms against an assignee who did not receive City's consent.

16.5 Effect of Assignment. Prior to any assignment, each assignee must execute an assumption of each License Agreement and Site Permit in the form attached hereto as Attachment

"D". No action or inaction by City shall be deemed a waiver of the prohibition on assignments or any other provision herein, or the acceptance of the assignee, Wireless Provider or occupant as Wireless Provider, or a release of Wireless Provider from the further performance by Wireless Provider of the provisions of these Standard Terms, any License Agreement or any Site Permit. Consent by City to an assignment shall not relieve Wireless Provider from obtaining City's consent to any further assignment. No assignment shall release Wireless Provider from any liability hereunder.

16.6 Enforceability after Assignment. No consent by City shall be deemed to be a novation. City's consent to any assignment does not in any way expand or modify the terms set forth in these Standard Terms or waive, diminish or modify any of City's rights or remedies under the License Agreement or any Site Permit. The terms set forth in these Standard Terms shall be enforceable against Wireless Provider and each successor, partial or total, and regardless of the method of succession, to Wireless Provider's interest hereunder. Each successor having actual or constructive notice of these Standard Terms, a License Agreement or Site Permit shall be deemed to have agreed to the preceding sentence.

16.7 Grounds for Refusal. Except for the Preapproved Assignments, no assignment of any License Agreement or Site Permit by Wireless Provider is contemplated or bargained for. Without limitation, City has the right to impose upon any consent to assignment such conditions and requirements as City may deem appropriate.

16.8 Consent to Assignments. Wireless Provider shall attach to each Pre-approved Assignment a copy of Wireless Provider's notice to City of the Pre-approved Assignment and other required documents, Wireless Provider shall attach to each other assignment, a copy of City's notice to Wireless Provider of City's consent to the assignment. These Standard Terms shall continue to be enforceable according to its terms in spite of any provisions of any documents relating to an assignment.

16.9 Assignment Fee. Wireless Provider shall pay to City in advance the sum of Five Hundred Dollars ($500) as a nonrefundable fee for legal, administrative and other expenses related to every Pre-approved Assignment of a License Agreement (including any related Site Permits (other than the sale of publicly traded stock) or to any request for a consent to assignment, whether or not City grants such request.

XVII. MISCELLANEOUS

17. Miscellaneous. The following additional provisions apply to these Standard Terms:

17.1 Amendments. These Standard Terms may not be amended except by a formal writing executed by all of the parties.

17.2 Dates. Any reference to a year shall refer to a calendar year unless a fiscal year is specifically stated. Sunday, Saturday and Arizona legal holidays are holidays for purposes of the License Agreement and issued Site Permits.

17.3 Time of Essence. Time is of the essence of each and every provision of the License Agreement and any issued Site Permit.

17.4 Severability. If any provision of these Standard Terms shall be ruled by a court or agency of competent jurisdiction to be invalid or unenforceable for any reason, then:

17.4.1 The invalidity or unenforceability of such provision shall not affect the validity of any remaining provisions of these Standard Terms.

17.4.2 These Standard Terms shall be automatically reformed to secure to the parties the benefits of the unenforceable provision, to the maximum extent consistent with law.

17.5 Conflicts of Interest. No officer, representative or employee of City shall have any direct or indirect interest in the License Agreement and any Site Permit, nor participate in any decision relating to any License Agreement or Site Permit that is prohibited by law.

17.6 No Partnership. The transactions and performances contemplated hereby shall not create any sort of partnership, joint venture or similar relationship between the parties.

17.7 Nonliability of Officials and Employees. No official, representative or employee of City shall be personally liable to any party, or to any successor in interest to any party, in the event of any default or breach by City or for any amount which may become due to any party or successor, or with respect to any obligation of City or otherwise under the terms of any License Agreement or related to any License Agreement or any issued Site Permit.

17.8 Notices. Notices hereunder shall be given in writing delivered to the other party or mailed by overnight express courier, registered or certified mail, return receipt requested, postage prepaid to the addresses set forth in the License Agreements and to the City as follows:

If to City:
City Manager
City of San Luis
P.O. Box 1170
San Luis, AZ 85349

Copy to:
City Attorney
City of San Luis
P.O. Box 1170
San Luis, AZ 85349

By notice from time to time, a person may designate any other street address within Maricopa County, Arizona as its address for giving notice hereunder. Service of any notice by mail shall be deemed to be complete three (3) days (excluding Saturday, Sunday and legal holidays) after the notice is deposited in the United States mail.

17.9 Construction. Whenever the context of these Standard Terms requires herein the singular shall include the plural, and the masculine shall include the feminine.

17.10 Funding. This subparagraph shall control notwithstanding any provision of the License Agreement or any exhibit or other agreement or document related hereto. If funds necessary to fulfill City's obligations under any License Agreement or any issued Site Permit are not appropriated by the San Luis City Council, City may terminate any such License Agreement and Site Permits by notice to Wireless Provider. City shall use best efforts to give notice of such a termination to Wireless Provider at least thirty (30) days prior to the end of City's then current fiscal period. Termination in accordance with this provision shall not constitute a breach of the License Agreement and any issued Site Permit by City. No person will be entitled to any compensation, damages or other remedy from City if this Agreement is terminated pursuant to the terms of this subsection.

17.11 Paragraph Headings. The paragraph headings contained herein are for convenience in reference and not intended to define or limit the scope of any provision of the License Agreement.

17.12 No Third Party Beneficiaries. No person or entity shall be a third party beneficiary to the License Agreement or shall have any right or cause of action hereunder. City shall have no liability to third parties for any approval of plans, Wireless Provider's construction of improvements, Wireless Provider's negligence, Wireless Provider's failure to comply with the provisions of these Standard Terms (including any absence or inadequacy of insurance required to be carried by Wireless Provider).

17.13 Exhibits. All Exhibits specifically stated to be attached hereto as specified herein are hereby incorporated into and made an integral part of the License Agreement for all purposes.

17.14 Attorneys' Fees. If any action, suit or proceeding is brought by either party hereunder to enforce a License Agreement, issued Site Permits, or for failure to observe any of the covenants of these Standard Terms, a License Agreement or issued Site Permits or to vindicate or exercise any rights or remedies hereunder, the prevailing party in such proceeding shall be entitled to recover from the other party such prevailing party's reasonable attorneys' fees and other reasonable litigation costs (as determined by the court (and not a jury) in such proceeding).

17.15 Approvals and Inspections. All approvals, reviews and inspections by City are for City's sole benefit and not for the benefit of Wireless Provider, its contractors, engineers or other consultants or agents, or any other person.

17.16 Legal Workers. If and to the extent A.R.S. §41-4401 is applicable Wireless Provider shall comply with laws regarding workers as follows:

17.16.1 Wireless Provider warrants to City that Wireless Provider and all its subcontractors will comply with all federal immigration laws and regulations that relate to their employees and that Wireless Provider and all its subcontractors now comply with the E-Verify Program under A.R.S. §23-214(A).

17.16.2 A breach of the foregoing warranty by Wireless Provider shall be deemed a material breach of any approved License Agreement and any issued Site Permits that are subject to penalties up to and including termination of the License Agreement and any issued Site Permits.

17.16.3 City retains the legal right to inspect the papers of any employee of Wireless Provider or any subcontractor who works on a Use Area pursuant to a License Agreement and any issued Site Permits to ensure that they or the subcontractor is complying with the warranty given above.

17.16.4 City may conduct random verification of Wireless Provider's and its subcontractors' employment records to ensure compliance with the warranty given above.

17.16.5 Wireless Provider shall indemnify, defend and hold City harmless for, from and against all losses and liabilities arising from any and all violations of the warranty given above.

City of San Luis Wireless in the ROW Standard Designs and Concepts

Wireless in the ROW Fee Structure

[THIS EXHIBIT TO BE ADDED UPON CITY COUNCIL APPROVAL IN March, 2018].

Standards for Letters of Credit

In addition to any other requirements imposed upon a letter of credit (the "Letter of Credit") issued pursuant to these Standard Terms, each Letter of Credit shall meet and be governed by the following additional standards and requirements:

1. Letter of Credit Requirements. The Letter of Credit shall be printed on Bank Safety Paper. The following terms and no others shall be stated on the face of the Letter of Credit:

1.1 The Letter of Credit is clean, unconditional, and irrevocable.

1.2 The Letter of Credit is payable to City upon presentation of the City's draft.

1.3 City may make partial draws upon the Letter of Credit.

1.4 The Letter of Credit is conditioned for payment solely upon presentation of a sight draft and a copy of the Letter of Credit.

1.5 Within ten (10) days after City's draft on the Letter of Credit is honored, City must make the original of the Letter of Credit available to the issuer in Maricopa County, Arizona upon which the issuer may endorse its payments.

1.6 The issuer specifies a telefax number, email address, and street address at which City may present drafts on the Letter of Credit.

1.7 The Letter of Credit is valid until a specified date.

1.8 The Letter of Credit will be automatically renewed for successive one (1) year periods, unless at least one hundred twenty (120) days prior to expiration the issuer notifies City in writing, by either registered or certified mail, that issuer elects not to renew the Letter of Credit for the additional period. In the event of such notification, any then unused portion of the Letter of Credit shall be available by draft on or before the then current expiration date.

1.9 The Letter of Credit is otherwise subject to the most recent edition of the Uniform Customs and Practices for Documentary Credits, published by the International Chamber of Commerce.

1.10 The Letter of Credit need not be transferable.

2. Approved Forms. The form of the Letter of Credit and of drafts upon the Letter of Credit shall be as follows:

2.1 Except as approved in writing by City's City Manager or designee, the form of the Letter of Credit shall be in the form set out below.

2.2 Except as approved in writing by City's City Manager or designee, the form of drafts upon the Letter of Credit shall be in the form set out below.

3. Issuer Requirements. The issuer of the Letter of Credit shall meet all of the following requirements:

3.1 The issuer shall be a federally insured financial institution with offices in Maricopa County, Arizona, at which drafts upon the Letter of Credit may be presented.

3.2 The issuer shall be a member of the New York Clearing House Association or a commercial bank or trust company satisfactory to City.

3.3 The issuer shall have a net worth of not less than $1 billion.

Form Of Letter Of Credit

Date _____, 20__

Letter of Credit No.:_____

City Manager
City of San Luis
P.O. Box 1170
San Luis, AZ 85349

Dear Sir or Madam:

We hereby establish our clean, unconditional and irrevocable Letter of Credit in your favor at the request and for the account of _____ in the aggregate amount of _____ ($_____), available upon presentation of your draft in the form attached hereto as **Schedule 1**.

We will honor each draft presented to us in compliance with the terms of this Letter of Credit. Partial draws are permitted. Each draft must be accompanied by a copy of this Letter of Credit. Within ten (10) days after we honor your draft, you must make the original of this Letter of Credit available to us in Yuma County, Arizona upon which we may endorse our payment. Drafts may be presented by any of the following means:

1. By telefax to (_____) _____-_____.
2. By email to _____.
3. By hand or overnight courier service delivery to:
   [This address must be in Maricopa County, Arizona.]
   _____
   _____
   _____
4. By hand or overnight courier service delivery to:
   [This address need not be in Maricopa County, Arizona]
   _____
   _____
   _____

This Letter of Credit is valid until _____, 20____ and shall thereafter be automatically renewed for successive one (1) year periods, unless at least one hundred twenty (120) days prior to expiration we notify you in writing, by either registered or certified mail, that we elect not to renew the Letter of Credit for such additional period. In the event of such notification, any then unused portion of the Letter of Credit shall be available upon your presenting to us your draft on or before the then current expiration date.

This Letter of Credit is subject to the UCP600. This Letter of Credit is not assignable.

_____ [bank name] _____, a _____
By _____ [bank officer's signature] _____
_____ [bank officer's name printed] _____
Its _____ [bank officer's title] _____
Phone: ____ [bank officer's phone number] _____

Form Of Draft On Letter Of Credit

To: _____

_____

_____

From: City Manager
City of San Luis
P.O. Box 1170
San Luis, AZ 85349

Date: _____, 20_____

Ladies and Gentlemen:

Pursuant to your Credit No. _____, the City of San Luis hereby demands cash payment in the amount of _____ ($_____).

Please make your payment to the City of San Luis in the form of a wire deposit to:

_____
_____
_____
_____

If such deposit cannot be accomplished immediately for any reason, please make your payment in the form of a cashier's check issued by your institution and delivered to me at the address listed above.

I certify that I am the City Manager of the City of San Luis.

If there is any imperfection or defect in this draft or its presentation, please inform me immediately at (928) 341-8520 so that I can correct it. Also, please immediately notify the City Attorney at (928) 341-8520.

Thank you.

_____
City of San Luis, City Manager

Assumption Of Wireless Provider Right-Of-Way License Agreement

Regarding _____

This assumption is made pursuant to paragraph 16.5 of that certain Wireless Provider Right-of-way License Agreement (the "License Agreement") between City of San Luis, an Arizona municipal corporation ("City") and _____, a _____ ("Wireless Provider") dated _____, 20____.

_____, a _____ ("Assignee"), having acquired the rights of the Wireless Provider under the License Agreement, hereby assumes the License Agreement, agrees to be bound thereby, and obligates itself to perform the terms and conditions of the License Agreement, all in favor of City. The person signing this document on behalf of Assignee warrants to City his authority to do so.

Dated: _____, 20_____

ASSIGNEE: _____,
a _____

By: _____
Its: _____

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by _____, _____ of _____, a _____.

_____
Notary Public

My Commission Expires:

_____
Date

WIRELESS PROVIDER RIGHT OF WAY LICENSE AGREEMENTS

COC License # _____

Wireless Provider's Name:

_____

Wireless Provider's Internal Site Name:

_____

ANTENNA SITE RIGHT-OF-WAY LICENSE AGREEMENT

THIS ANTENNA SITE RIGHT-OF-WAY LICENSE AGREEMENT (the "Agreement") is made and entered into this ___day of_____, 20___, by and between the City of San Luis, an Arizona municipal corporation ("City"), and _____, a _____ ("Wireless Provider").

RECITALS

A. The City of San Luis "Wireless Facilities Standard Terms and Conditions" sets out various recitals (collectively the "Standard Recitals") and provisions (collectively the "Standard Terms").

B. City holds an interest in a parcel of land (the "Street Parcel") comprising street Right-of-way for _____. The Street Parcel is located approximately _____ feet _____ of the center of the intersection of _____ and _____.

C. This Agreement allows Wireless Provider to use certain limited portions of the Street Parcel.

D. The portions of the Street Parcel that this Agreement allows Wireless Provider to use (the "Use Areas") are defined in the package of maps and related materials (the "Boundary Plan") attached hereto as **Exhibit "A"**.

E. Wireless Provider desires to install and operate on the Use Areas the wireless telecommunications receiving, processing and transmitting devices and related electronic equipment that is specified on the Site Plan (the "Communications Equipment") subject to the requirements of this Agreement. The Communications Equipment is limited to the actual electronic equipment, portable cabinets for such equipment, the enclosure, the antennas ("Antennas") used to communicate with cell phones and similar devices, all as shown on the drawing (the "Site Plan") attached hereto as **Exhibit "B"**. Notwithstanding anything in this Agreement to the contrary, the Communications Equipment excludes any item not shown on the Site Plan.

F. The volume of the Enclosure and the above ground portion of its pad as shown in the Site Plan is _____ cubic feet.

G. The Street Parcel is currently improved with an approximately _____ foot tall [electrical] [traffic signal] [street light] [antenna support] pole (the "Pole") owned by City ("Pole Owner").

H. Wireless Provider proposes to [use the existing Pole] [replace the existing Pole] with a new Pole that City ("Pole Owner") will own.

I. In order to install the Communications Equipment, Wireless Provider desires to construct supporting improvements and perform all other work shown on the Site Plan (collectively the "Project").

J. Wireless Provider shall complete the entire Project and put the Communications Equipment in full operation no later than one hundred eighty (180) days after the date of the issuance of the Encroachment Permit (the "Completion Deadline").

K. City desires to grant to Wireless Provider a license to install, maintain, operate and repair the Communications Equipment (the "Permitted Uses") subject to the requirements of this Agreement.

L. The Standard Recitals are all incorporated here by reference as if set out in full.

NOW, THEREFORE, for and in consideration of the foregoing, the amounts hereinafter to be paid by Wireless Provider, and the covenants and agreements contained herein to be kept and performed by Wireless Provider, and other good and valuable consideration, City and Wireless Provider agree as follows:

I. LICENSE TERMS

1. License Terms. City hereby grants to Wireless Provider a license to use the Use Areas as follows:

1.1 Standard Terms Incorporated. The Standard Terms are all incorporated here by reference as if set out in full. **WIRELESS PROVIDER WARRANTS AND REPRESENTS THAT WIRELESS PROVIDER HAS READ AND AGREES TO THE STANDARD RECITALS AND THE STANDARD TERMS.** Capitalized terms used but not defined in this Agreement shall have the meanings assigned by the Standard Recitals and the Standard Terms.

1.2 Standard Terms Application. Wireless Provider shall comply with all of the Standard Terms. Without limitation, the Standard Terms shall apply to the Use Areas as follows:

1.2.1 Wireless Provider's Boundary Plan Responsibility. It is Wireless Provider's responsibility before signing this Agreement to ensure that the Boundary Plan is prepared as follows:

1.2.1.1 Wireless Provider shall insure that the Boundary Plan clearly depicts all portions of the Street Parcel that Wireless Provider desires to use and that each such area is clearly shown on the Boundary Plan and labeled to clearly indicate which of the categories of Exclusive Areas or Shared Areas set out in the Standard Terms applies to the area.

1.2.1.2 If the Boundary Plan does not clearly show any portion of the Street Parcel as one of the categories of Exclusive Areas or Shared Areas set out in the Standard Terms, then such portion of the Street Parcel is not part of the Use Areas and Wireless Provider may not use such portion of the Street Parcel, even if the use is discussed in the Standard Terms.

1.2.1.3 Any Exclusive Area or Shared Area described or named in the Standard Terms that is not clearly depicted and correctly labeled on the Boundary Plan is excluded from this Agreement and unavailable for Wireless Provider's use.

1.2.1.4 Any portion of the Boundary Plan or the Site Plan that indicates a Wireless Provider use of the Street Parcel that is not one of the Exclusive Areas or Shared Areas specifically enumerated in the Standard Terms is excluded from this Agreement and not available for Wireless Provider's use.

1.2.1.5 All work, improvements and equipment within an Exclusive Area or Shared Area is limited to the purposes enumerated in the Standard Terms for that particular Exclusive Area or Shared Area.

1.2.1.6 This Agreement does not allow use of any land other than the specified portions of the Street Parcel that are Exclusive Areas or Shared Areas.

1.2.1.7 Any change to the Boundary Plan after City executes this Agreement is void unless it is memorialized in a formal amendment to this Agreement.

1.2.2 Site Plan. It is Wireless Provider's responsibility before signing this Agreement to ensure that the Site Plan correctly shows the work that Wireless Provider intends to perform, that the Site Plan correctly shows all improvements and equipment that Wireless Provider intends be located on the Use Areas, that the Site Plan shows no work, improvements or equipment outside the Exclusive Areas and Shared Areas properly depicted and labeled on the Boundary Plan, and that all work, improvements and equipment is encompassed within the purposes enumerated in the Standard Terms for that particular Exclusive Area or Shared Area. Any work, improvements or equipment not conforming to all the foregoing is prohibited, even if it is clearly shown on the Site Plan or discussed in the Standard Terms. Any refinement or other change to the Site Plan after City executes this Agreement is void unless Wireless Provider obtains Wireless Provider's approval of the change pursuant to the plans approval processes set out in the Standard Terms and pursuant to all applicable regulatory requirements.

1.2.3 Term of Agreement. The term of this Agreement is as stated in the Standard Terms.

1.2.4 Wireless Provider's Payments. Wireless Provider shall pay to City the amounts described in the Standard Terms.

1.2.5 Use Restrictions. Wireless Provider shall comply with the use restrictions set out in the Standard Terms.

1.2.6 Encroachment Permits. This Agreement constitutes a Class 8 "Encroachment Permit" under Chapter 46 of the San Luis City Code to the extent of granting permission for the Communications Equipment to exist on the Street Parcel but not to allow any construction or other work of any description in the Right-of-way or to allow obstruction of traffic or alteration of City's improvements. Before performing any work on the Right-of-way, Wireless Provider shall obtain the following additional encroachment permits, as applicable:

1.2.6.1 Permission to Work in the Right-of-way.

1.2.6.2 Traffic Control Plan.

1.2.6.3 Any other applicable permits regarding work in the Right-of-way.

1.2.7 Compliance with Law. Wireless Provider acknowledges that this Agreement does not constitute, and City has not promised or offered, any type of waiver of, or agreement to waive (or show any type of forbearance, priority or favoritism to Wireless Provider with regard to) any law, ordinance, power, regulation, tax, assessment or other legal requirement now or hereafter imposed by the City of San Luis or any other governmental body upon or affecting Wireless Provider's use of the Street Parcel. For example, Wireless Provider shall comply with all zoning, building and Right-of-way codes, ordinances and policies.

2. City's Initial Information. Unless and until City gives notice otherwise, City's contract administrator shall be the City's Regulatory Affairs Manager.

3. Wireless Provider's Initial Information. Unless and until Wireless Provider gives notice otherwise:

3.1. Wireless Provider's network operations center phone number as required by paragraph 7.1.3 of the Standard Terms is (_____) _____-_____.

3.2 Wireless Provider's address for notices as required by paragraph 17.8 of the Standard Terms shall be:

_____

_____

_____

3.3 Wireless Provider's billing address for routine billing invoices as required by paragraph 4.2 of the Standard Terms shall be:

_____

_____

_____

EXECUTED as of the date first given above.

CITY:

CITY OF SAN LUIS,
an Arizona municipal corporation

By: _____

_____
Regulatory Affairs Manager

WIRELESS PROVIDER: _____

a _____

By: _____

_____

Its: _____

EXHIBIT A-1

TABLE OF EXHIBITS FOR SITE LICENSE

Exhibit	Paragraph	Description
A	D	Boundary Plan
B	E	Site Plan

EXHIBIT A-2

(THIRD PARTY-OWNED POLE)

COC License # _____

Wireless Provider's Name:

_____

Wireless Provider's Internal Site Name:

_____

ANTENNA SITE RIGHT-OF-WAY LICENSE AGREEMENT

THIS ANTENNA SITE RIGHT-OF-WAY LICENSE AGREEMENT (the "Agreement") is made and entered into this ___day of_____, 20___, by and between the City of Chandler, an Arizona municipal corporation ("City"), and _____, a _____ ("Wireless Provider").

RECITALS

A. The City of San Luis"Wireless Facilities Standard Terms and Conditions" sets out various recitals (collectively the "Standard Recitals") and provisions (collectively the "Standard Terms").

B. City holds an interest in a parcel of land (the "Street Parcel") comprising street Right-of-way for _____. The Street Parcel is located approximately _____ feet _____ of the center of the intersection of _____ and _____.

C. This Agreement allows Wireless Provider to use certain limited portions of the Street Parcel.

D. The portions of the Street Parcel that this Agreement allows Wireless Provider to use (the "Use Areas") are defined in the package of maps and related materials (the "Boundary Plan") attached hereto as **Exhibit "A"**.

E. Wireless Provider desires to install and operate on the Use Areas the wireless telecommunications receiving, processing and transmitting devices and related electronic equipment that is specified on the Site Plan (the "Communications Equipment") subject to the requirements of this Agreement. The Communications Equipment is limited to the actual electronic equipment, portable cabinets for such equipment, the enclosure, the antennas ("Antennas") used to communicate with cell phones and similar devices, all as shown on the drawing (the "Site Plan") attached hereto as **Exhibit "B"**. Notwithstanding anything in this Agreement to the contrary, the Communications Equipment excludes any item not shown on the Site Plan.

F. The volume of the Enclosure and the above ground portion of its pad as shown in the Site Plan is _____ cubic feet.

G. The Street Parcel is currently improved with an approximately _____ foot tall [electrical] [street light] [antenna support] pole (the "Pole").

H. Wireless Provider has entered into a certain _____ (the "Pole Antenna Agreement") with Pole Owner dated _____, 20_____ whereby Wireless Provider has obtained permission from Pole Owner to use the existing Pole in the manner described in this Agreement, or Wireless Provider proposes to replace the existing Pole with a new Pole that Pole Owner will own.

I. In order to install the Communications Equipment, Wireless Provider desires to construct supporting improvements and perform all other work shown on the Site Plan (collectively the "Project").

J. Wireless Provider shall complete the entire Project and put the Communications Equipment in full operation no later than one hundred eighty (180) days after the date of the issurance of the Encroachment Permit (the "Completion Deadline").

K. City desires to grant to Wireless Provider a license to install, maintain, operate and repair the Communications Equipment (the "Permitted Uses") subject to the requirements of this Agreement.

L. The Standard Recitals are all incorporated here by reference as if set out in full.

NOW, THEREFORE, for and in consideration of the foregoing, the amounts hereinafter to be paid by Wireless Provider, and the covenants and agreements contained herein to be kept and performed by Wireless Provider, and other good and valuable consideration, City and Wireless Provider agree as follows:

I. LICENSE TERMS

1. License Terms. City hereby grants to Wireless Provider a license to use the Use Areas as follows:

1.1 Standard Terms Incorporated. The Standard Terms are all incorporated here by reference as if set out in full. **WIRELESS PROVIDER WARRANTS AND REPRESENTS THAT WIRELESS PROVIDER HAS READ AND AGREES TO THE STANDARD RECITALS AND THE STANDARD TERMS.** Capitalized terms used but not defined in this Agreement shall have the meanings assigned by the Standard Recitals and the Standard Terms.

1.2 Standard Terms Application. Wireless Provider shall comply with all of the Standard Terms. Without limitation, the Standard Terms shall apply to the Use Areas as follows:

1.2.1 Wireless Provider's Boundary Plan Responsibility. It is Wireless Provider's responsibility before signing this Agreement to ensure that the Boundary Plan is prepared as follows:

1.2.1.1 Wireless Provider shall insure that the Boundary Plan clearly depicts all portions of the Street Parcel that Wireless Provider desires to use and that each such area is clearly shown on the Boundary Plan and labeled to clearly indicate which of the categories of Exclusive Areas or Shared Areas set out in the Standard Terms applies to the area.

1.2.1.2 If the Boundary Plan does not clearly show any portion of the Street Parcel as one of the categories of Exclusive Areas or Shared Areas set out in the Standard Terms, then such portion of the Street Parcel is not part of the Use Areas and Wireless Provider may not use such portion of the Street Parcel, even if the use is discussed in the Standard Terms.

1.2.1.3 Any Exclusive Area or Shared Area described or named in the Standard Terms that is not clearly depicted and correctly labeled on the Boundary Plan is excluded from this Agreement and unavailable for Wireless Provider's use.

1.2.1.4 Any portion of the Boundary Plan or the Site Plan that indicates a Wireless Provider use of the Street Parcel that is not one of the Exclusive Areas or Shared Areas specifically enumerated in the Standard Terms is excluded from this Agreement and not available for Wireless Provider's use.

1.2.1.5 All work, improvements and equipment within an Exclusive Area or Shared Area is limited to the purposes enumerated in the Standard Terms for that particular Exclusive Area or Shared Area.

1.2.1.6 This Agreement does not allow use of any land other than the specified portions of the Street Parcel that are Exclusive Areas or Shared Areas.

1.2.1.7 Any change to the Boundary Plan after City executes this Agreement is void unless it is memorialized in a formal amendment to this Agreement.

1.2.2 Site Plan. It is Wireless Provider's responsibility before signing this Agreement to ensure that the Site Plan correctly shows the work that Wireless Provider intends to perform, that the Site Plan correctly shows all improvements and equipment that Wireless Provider intends be located on the Use Areas, that the Site Plan shows no work, improvements or equipment outside the Exclusive Areas and Shared Areas properly depicted and labeled on the Boundary Plan, and that all work, improvements and equipment is encompassed within the purposes enumerated in the Standard Terms for that particular Exclusive Area or Shared Area. Any work, improvements or equipment not conforming to all the foregoing is prohibited, even if it is clearly shown on the Site Plan or discussed in the Standard Terms. Any refinement or other change to the Site Plan after City executes this Agreement is void unless Wireless Provider obtains Wireless Provider's approval of the change pursuant to the plans approval processes set out in the Standard Terms and pursuant to all applicable regulatory requirements.

1.2.3 Term of Agreement. The term of this Agreement is as stated in the Standard Terms.

1.2.4 Wireless Provider's Payments. Wireless Provider shall pay to City the amounts described in the Standard Terms.

1.2.5 Use Restrictions. Wireless Provider shall comply with the use restrictions set out in the Standard Terms.

1.2.6 Encroachment Permits. This Agreement constitutes a Class 8 "Encroachment Permit" under Chapter 46 of the San LuisCity Code to the extent of granting permission for the Communications Equipment to exist on the Street Parcel but not to allow any construction or other work of any description in the Right-of-way or to allow obstruction of traffic or alteration of City's improvements. Before performing any work on the Right-of-way, Wireless Provider shall obtain the following additional encroachment permits, as applicable:

1.2.6.1 Permission to Work in the Right-of-way.

1.2.6.2 Traffic Control Plan.

1.2.6.3 Any other applicable permits regarding work in the Right-of-way.

1.2.7 Compliance with Law. Wireless Provider acknowledges that this Agreement does not constitute, and City has not promised or offered, any type of waiver of, or agreement to waive (or show any type of forbearance, priority or favoritism to Wireless Provider with regard to) any law, ordinance, power, regulation, tax, assessment or other legal requirement now or hereafter imposed by the City of San Luisor any other governmental body upon or affecting Wireless Provider's use of the Street Parcel. For example, Wireless Provider shall comply with all zoning, building and Right-of-way codes, ordinances and policies.

2. City's Initial Information. Unless and until City gives notice otherwise, City's contract administrator shall be the City's Regulatory Affairs Manager.

3. Wireless Provider's Initial Information. Unless and until Wireless Provider gives notice otherwise:

3.1 Wireless Provider's network operations center phone number as required by paragraph 7.1.3 of the Standard Terms is (_____) _____-_____.

3.2 Wireless Provider's address for notices as required by paragraph 17.8 of the Standard Terms shall be:

_____

_____

_____

3.3 Wireless Provider's billing address for routine billing invoices as required by paragraph 4.2 of the Standard Terms shall be:

_____

_____

_____

EXECUTED as of the date first given above.

CITY:

CITY OF CHANDLER,
an Arizona municipal corporation

By: _____

_____
Regulatory Affairs Manager

WIRELESS PROVIDER: _____

a _____

By: _____

_____

Its: _____

TABLE OF EXHIBITS FOR SITE LICENSE

Exhibit	Paragraph	Description
A	D	Boundary Plan
B	E	Site Plan

EXHIBIT A-3
(WIRELESS PROVIDER-OWNED NEW POLE)

COC License # _____

Wireless Provider's Name:

_____

Wireless Provider's Internal Site Name:

_____

ANTENNA SITE RIGHT-OF-WAY LICENSE AGREEMENT

THIS ANTENNA SITE RIGHT-OF-WAY LICENSE AGREEMENT (the "Agreement") is made and entered into this ____day of_____, 20____, by and between the City of Chandler, an Arizona municipal corporation ("City"), and _____, a _____ ("Wireless Provider").

RECITALS

A. The City of San Luis"Wireless Facilities Standard Terms and Conditions" sets out various recitals (collectively the "Standard Recitals") and provisions (collectively the "Standard Terms").

B. City holds an interest in a parcel of land (the "Street Parcel") comprising street Right-of-way for _____. The Street Parcel is located approximately _____ feet _____ of the center of the intersection of _____ and _____.

C. This Agreement allows Wireless Provider to use certain limited portions of the Street Parcel.

D. The portions of the Street Parcel that this Agreement allows Wireless Provider to use (the "Use Areas") are defined in the package of maps and related materials (the "Boundary Plan") attached hereto as **Exhibit "A"**.

E. Wireless Provider desires to install and operate on the Use Areas the wireless telecommunications receiving, processing and transmitting devices and related electronic equipment that is specified on the Site Plan (the "Communications Equipment") subject to the requirements of this Agreement. The Communications Equipment is limited to the actual electronic equipment, portable cabinets for such equipment, the enclosure, the antennas ("Antennas") used to communicate with cell phones and similar devices, all as shown on the drawing (the "Site Plan") attached hereto as **Exhibit "B"**. Notwithstanding anything in this Agreement to the contrary, the Communications Equipment excludes any item not shown on the Site Plan.

F. The volume of the Enclosure and the above ground portion of its pad as shown in the Site Plan is _____ cubic feet.

G. Wireless Provider proposes to install an approximately _____ foot tall wireless support structure (the "Pole") owned by Wireless Provider ("Pole Owner").

H. In order to install the Communications Equipment, Wireless Provider desires to construct supporting improvements and perform all other work shown on the Site Plan (collectively the "Project").

I. Wireless Provider shall complete the entire Project and put the Communications Equipment in full operation no later than one hundred eighty (180) days after the date of issuance of the Encroachment Permit (the "Completion Deadline").

J. City desires to grant to Wireless Provider a license to install, maintain, operate and repair the Communications Equipment (the "Permitted Uses") subject to the requirements of this Agreement.

K. The Standard Recitals are all incorporated here by reference as if set out in full.

NOW, THEREFORE, for and in consideration of the foregoing, the amounts hereinafter to be paid by Wireless Provider, and the covenants and agreements contained herein to be kept and performed by Wireless Provider, and other good and valuable consideration, City and Wireless Provider agree as follows:

I. LICENSE TERMS

1. License Terms. City hereby grants to Wireless Provider a license to use the Use Areas as follows:

1.1 Standard Terms Incorporated. The Standard Terms are all incorporated here by reference as if set out in full. **WIRELESS PROVIDER WARRANTS AND REPRESENTS THAT WIRELESS PROVIDER HAS READ AND AGREES TO THE STANDARD RECITALS AND THE STANDARD TERMS.** Capitalized terms used but not defined in this Agreement shall have the meanings assigned by the Standard Recitals and the Standard Terms.

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1.2.1.1 Wireless Provider shall insure that the Boundary Plan clearly depicts all portions of the Street Parcel that Wireless Provider desires to use and that each such area is clearly shown on the Boundary Plan and labeled to clearly indicate which of the categories of Exclusive Areas or Shared Areas set out in the Standard Terms applies to the area.

1.2.1.2 If the Boundary Plan does not clearly show any portion of the Street Parcel as one of the categories of Exclusive Areas or Shared Areas set out in the Standard Terms, then such portion of the Street Parcel is not part of the Use Areas and Wireless Provider may not use such portion of the Street Parcel, even if the use is discussed in the Standard Terms.

1.2.1.3 Any Exclusive Area or Shared Area described or named in the Standard Terms that is not clearly depicted and correctly labeled on the Boundary Plan is excluded from this Agreement and unavailable for Wireless Provider's use.

1.2.1.4 Any portion of the Boundary Plan or the Site Plan that indicates a Wireless Provider use of the Street Parcel that is not one of the Exclusive Areas or Shared Areas

specifically enumerated in the Standard Terms is excluded from this Agreement and not available for Wireless Provider's use.

1.2.1.5 All work, improvements and equipment within an Exclusive Area or Shared Area is limited to the purposes enumerated in the Standard Terms for that particular Exclusive Area or Shared Area.

1.2.1.6 This Agreement does not allow use of any land other than the specified portions of the Street Parcel that are Exclusive Areas or Shared Areas.

1.2.1.7 Any change to the Boundary Plan after City executes this Agreement is void unless it is memorialized in a formal amendment to this Agreement.

1.2.2 Site Plan. It is Wireless Provider's responsibility before signing this Agreement to ensure that the Site Plan correctly shows the work that Wireless Provider intends to perform, that the Site Plan correctly shows all improvements and equipment that Wireless Provider intends be located on the Use Areas, that the Site Plan shows no work, improvements or equipment outside the Exclusive Areas and Shared Areas properly depicted and labeled on the Boundary Plan, and that all work, improvements and equipment is encompassed within the purposes enumerated in the Standard Terms for that particular Exclusive Area or Shared Area. Any work, improvements or equipment not conforming to all the foregoing is prohibited, even if it is clearly shown on the Site Plan or discussed in the Standard Terms. Any refinement or other change to the Site Plan after City executes this Agreement is void unless Wireless Provider obtains Wireless Provider's approval of the change pursuant to the plans approval processes set out in the Standard Terms and pursuant to all applicable regulatory requirements.

1.2.3 Term of Agreement. The term of this Agreement is as stated in the Standard Terms.

1.2.4 Wireless Provider's Payments. Wireless Provider shall pay to City the amounts described in the Standard Terms.

1.2.5 Use Restrictions. Wireless Provider shall comply with the use restrictions set out in the Standard Terms.

1.2.6 Encroachment Permits. This Agreement constitutes a Class 8 "Encroachment Permit" under Chapter 46 of the San Luis City Code to the extent of granting permission for the Communications Equipment to exist on the Street Parcel but not to allow any construction or other work of any description in the Right-of-way or to allow obstruction of traffic or alteration of City's improvements. Before performing any work on the Right-of-way, Wireless Provider shall obtain the following additional encroachment permits, as applicable:

1.2.6.1 Permission to Work in the Right-of-way.

1.2.6.2 Traffic Control Plan.

1.2.6.3 Any other applicable permits regarding work in the Right-of-way.

1.2.7 Compliance with Law. Wireless Provider acknowledges that this Agreement does not constitute, and City has not promised or offered, any type of waiver of, or agreement to waive (or show any type of forbearance, priority or favoritism to Wireless Provider with regard to) any law, ordinance, power, regulation, tax, assessment or other legal requirement now or hereafter

imposed by the City of San Luisor any other governmental body upon or affecting Wireless Provider's use of the Street Parcel. For example, Wireless Provider shall comply with all zoning, building and Right-of-way codes, ordinances and policies.

2. City's Initial Information. Unless and until City gives notice otherwise, City's contract administrator shall be the City's Regulatory Affairs Manager.

3. Wireless Provider's Initial Information. Unless and until Wireless Provider gives notice otherwise:

3.1 Wireless Provider's network operations center phone number as required by paragraph 7.1.3 of the Standard Terms is (_____) _____-_____.

3.2 Wireless Provider's address for notices as required by paragraph 17.8 of the Standard Terms shall be:

_____

_____

_____

3.3 Wireless Provider's billing address for routine billing invoices as required by paragraph 4.2 of the Standard Terms shall be:

_____

_____

_____

EXECUTED as of the date first given above.

CITY: **CITY OF SAN LUIS,**
an Arizona municipal corporation

By: _____

_____
City Manager

WIRELESS PROVIDER: _____

a _____

By: _____

_____

Its: _____

TABLE OF EXHIBITS FOR SITE LICENSE

Exhibit	Paragraph	Description
A	D	Boundary Plan
B	E	Site Plan

WIRELESS PROVIDER RIGHT OF WAY LICENSE AGREEMENTS

COC License # _____

Wireless Provider's Name:

_____

Wireless Provider's Internal Site Name:

_____

ANTENNA SITE RIGHT-OF-WAY LICENSE AGREEMENT

THIS ANTENNA SITE RIGHT-OF-WAY LICENSE AGREEMENT (the "Agreement") is made and entered into this ___day of_____, 20___, by and between the City of San Luis, an Arizona municipal corporation ("City"), and _____, a _____ ("Wireless Provider").

RECITALS

A. The City of San Luis "Wireless Facilities Standard Terms and Conditions" sets out various recitals (collectively the "Standard Recitals") and provisions (collectively the "Standard Terms").

B. City holds an interest in a parcel of land (the "Street Parcel") comprising street Right-of-way for _____. The Street Parcel is located approximately _____ feet _____ of the center of the intersection of _____ and _____.

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F. The volume of the Enclosure and the above ground portion of its pad as shown in the Site Plan is _____ cubic feet.

G. The Street Parcel is currently improved with an approximately _____ foot tall [electrical] [traffic signal] [street light] [antenna support] pole (the "Pole") owned by City ("Pole Owner").

H. Wireless Provider proposes to [use the existing Pole] [replace the existing Pole] with a new Pole that City ("Pole Owner") will own.

I. In order to install the Communications Equipment, Wireless Provider desires to construct supporting improvements and perform all other work shown on the Site Plan (collectively the "Project").

J. Wireless Provider shall complete the entire Project and put the Communications Equipment in full operation no later than one hundred eighty (180) days after the date of the issuance of the Encroachment Permit (the "Completion Deadline").

K. City desires to grant to Wireless Provider a license to install, maintain, operate and repair the Communications Equipment (the "Permitted Uses") subject to the requirements of this Agreement.

L. The Standard Recitals are all incorporated here by reference as if set out in full.

NOW, THEREFORE, for and in consideration of the foregoing, the amounts hereinafter to be paid by Wireless Provider, and the covenants and agreements contained herein to be kept and performed by Wireless Provider, and other good and valuable consideration, City and Wireless Provider agree as follows:

I. LICENSE TERMS

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1.2.1.2 If the Boundary Plan does not clearly show any portion of the Street Parcel as one of the categories of Exclusive Areas or Shared Areas set out in the Standard Terms, then such portion of the Street Parcel is not part of the Use Areas and Wireless Provider may not use such portion of the Street Parcel, even if the use is discussed in the Standard Terms.

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1.2.3 Term of Agreement. The term of this Agreement is as stated in the Standard Terms.

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1.2.5 Use Restrictions. Wireless Provider shall comply with the use restrictions set out in the Standard Terms.

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3.1. Wireless Provider's network operations center phone number as required by paragraph 7.1.3 of the Standard Terms is (_____) _____-_____.

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3.3 Wireless Provider's billing address for routine billing invoices as required by paragraph 4.2 of the Standard Terms shall be:

_____

_____

_____

EXECUTED as of the date first given above.

CITY: **CITY OF SAN LUIS**,
an Arizona municipal corporation

By: _____

_____
Regulatory Affairs Manager

WIRELESS PROVIDER: _____

a _____

By: _____

_____

Its: _____

TABLE OF EXHIBITS FOR SITE LICENSE

Exhibit	Paragraph	Description
A	D	Boundary Plan
B	E	Site Plan

EXHIBIT A-2

(THIRD PARTY-OWNED POLE)

COC License # _____

Wireless Provider's Name:

_____

Wireless Provider's Internal Site Name:

_____

ANTENNA SITE RIGHT-OF-WAY LICENSE AGREEMENT

THIS ANTENNA SITE RIGHT-OF-WAY LICENSE AGREEMENT (the "Agreement") is made and entered into this ___day of_____, 20___, by and between the City of Chandler, an Arizona municipal corporation ("City"), and _____, a _____ ("Wireless Provider").

RECITALS

A. The City of San Luis"Wireless Facilities Standard Terms and Conditions" sets out various recitals (collectively the "Standard Recitals") and provisions (collectively the "Standard Terms").

B. City holds an interest in a parcel of land (the "Street Parcel") comprising street Right-of-way for _____. The Street Parcel is located approximately _____ feet _____ of the center of the intersection of _____ and _____.

C. This Agreement allows Wireless Provider to use certain limited portions of the Street Parcel.

D. The portions of the Street Parcel that this Agreement allows Wireless Provider to use (the "Use Areas") are defined in the package of maps and related materials (the "Boundary Plan") attached hereto as **Exhibit "A"**.

E. Wireless Provider desires to install and operate on the Use Areas the wireless telecommunications receiving, processing and transmitting devices and related electronic equipment that is specified on the Site Plan (the "Communications Equipment") subject to the requirements of this Agreement. The Communications Equipment is limited to the actual electronic equipment, portable cabinets for such equipment, the enclosure, the antennas ("Antennas") used to communicate with cell phones and similar devices, all as shown on the drawing (the "Site Plan") attached hereto as **Exhibit "B"**. Notwithstanding anything in this Agreement to the contrary, the Communications Equipment excludes any item not shown on the Site Plan.

F. The volume of the Enclosure and the above ground portion of its pad as shown in the Site Plan is _____ cubic feet.

G. The Street Parcel is currently improved with an approximately _____ foot tall [electrical] [street light] [antenna support] pole (the "Pole").

H. Wireless Provider has entered into a certain _____ (the "Pole Antenna Agreement") with Pole Owner dated _____, 20_____ whereby Wireless Provider has obtained permission from Pole Owner to use the existing Pole in the manner described in this Agreement, or Wireless Provider proposes to replace the existing Pole with a new Pole that Pole Owner will own.

I. In order to install the Communications Equipment, Wireless Provider desires to construct supporting improvements and perform all other work shown on the Site Plan (collectively the "Project").

J. Wireless Provider shall complete the entire Project and put the Communications Equipment in full operation no later than one hundred eighty (180) days after the date of the issurance of the Encroachment Permit (the "Completion Deadline").

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L. The Standard Recitals are all incorporated here by reference as if set out in full.

NOW, THEREFORE, for and in consideration of the foregoing, the amounts hereinafter to be paid by Wireless Provider, and the covenants and agreements contained herein to be kept and performed by Wireless Provider, and other good and valuable consideration, City and Wireless Provider agree as follows:

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1.2.1.1 Wireless Provider shall insure that the Boundary Plan clearly depicts all portions of the Street Parcel that Wireless Provider desires to use and that each such area is clearly shown on the Boundary Plan and labeled to clearly indicate which of the categories of Exclusive Areas or Shared Areas set out in the Standard Terms applies to the area.

1.2.1.2 If the Boundary Plan does not clearly show any portion of the Street Parcel as one of the categories of Exclusive Areas or Shared Areas set out in the Standard Terms, then such portion of the Street Parcel is not part of the Use Areas and Wireless Provider may not use such portion of the Street Parcel, even if the use is discussed in the Standard Terms.

1.2.1.3 Any Exclusive Area or Shared Area described or named in the Standard Terms that is not clearly depicted and correctly labeled on the Boundary Plan is excluded from this Agreement and unavailable for Wireless Provider's use.

1.2.1.4 Any portion of the Boundary Plan or the Site Plan that indicates a Wireless Provider use of the Street Parcel that is not one of the Exclusive Areas or Shared Areas specifically enumerated in the Standard Terms is excluded from this Agreement and not available for Wireless Provider's use.

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1.2.2 Site Plan. It is Wireless Provider's responsibility before signing this Agreement to ensure that the Site Plan correctly shows the work that Wireless Provider intends to perform, that the Site Plan correctly shows all improvements and equipment that Wireless Provider intends be located on the Use Areas, that the Site Plan shows no work, improvements or equipment outside the Exclusive Areas and Shared Areas properly depicted and labeled on the Boundary Plan, and that all work, improvements and equipment is encompassed within the purposes enumerated in the Standard Terms for that particular Exclusive Area or Shared Area. Any work, improvements or equipment not conforming to all the foregoing is prohibited, even if it is clearly shown on the Site Plan or discussed in the Standard Terms. Any refinement or other change to the Site Plan after City executes this Agreement is void unless Wireless Provider obtains Wireless Provider's approval of the change pursuant to the plans approval processes set out in the Standard Terms and pursuant to all applicable regulatory requirements.

1.2.3 Term of Agreement. The term of this Agreement is as stated in the Standard Terms.

1.2.4 Wireless Provider's Payments. Wireless Provider shall pay to City the amounts described in the Standard Terms.

1.2.5 Use Restrictions. Wireless Provider shall comply with the use restrictions set out in the Standard Terms.

1.2.6 Encroachment Permits. This Agreement constitutes a Class 8 "Encroachment Permit" under Chapter 46 of the San LuisCity Code to the extent of granting permission for the Communications Equipment to exist on the Street Parcel but not to allow any construction or other work of any description in the Right-of-way or to allow obstruction of traffic or alteration of City's improvements. Before performing any work on the Right-of-way, Wireless Provider shall obtain the following additional encroachment permits, as applicable:

1.2.6.1 Permission to Work in the Right-of-way.

1.2.6.2 Traffic Control Plan.

1.2.6.3 Any other applicable permits regarding work in the Right-of-way.

1.2.7 Compliance with Law. Wireless Provider acknowledges that this Agreement does not constitute, and City has not promised or offered, any type of waiver of, or agreement to waive (or show any type of forbearance, priority or favoritism to Wireless Provider with regard to) any law, ordinance, power, regulation, tax, assessment or other legal requirement now or hereafter imposed by the City of San Luisor any other governmental body upon or affecting Wireless Provider's use of the Street Parcel. For example, Wireless Provider shall comply with all zoning, building and Right-of-way codes, ordinances and policies.

2. City's Initial Information. Unless and until City gives notice otherwise, City's contract administrator shall be the City's Regulatory Affairs Manager.

3. Wireless Provider's Initial Information. Unless and until Wireless Provider gives notice otherwise:

3.1 Wireless Provider's network operations center phone number as required by paragraph 7.1.3 of the Standard Terms is (_____) _____-_____.

3.2 Wireless Provider's address for notices as required by paragraph 17.8 of the Standard Terms shall be:

_____

_____

_____

3.3 Wireless Provider's billing address for routine billing invoices as required by paragraph 4.2 of the Standard Terms shall be:

_____

_____

_____

EXECUTED as of the date first given above.

CITY:

CITY OF CHANDLER,
an Arizona municipal corporation

By: _____

_____
Regulatory Affairs Manager

WIRELESS PROVIDER: _____

a _____

By: _____

_____

Its: _____

TABLE OF EXHIBITS FOR SITE LICENSE

Exhibit	Paragraph	Description
A	D	Boundary Plan
B	E	Site Plan

EXHIBIT A-3
(WIRELESS PROVIDER-OWNED NEW POLE)

COC License # _____

Wireless Provider's Name:

_____

Wireless Provider's Internal Site Name:

_____

ANTENNA SITE RIGHT-OF-WAY LICENSE AGREEMENT

THIS ANTENNA SITE RIGHT-OF-WAY LICENSE AGREEMENT (the "Agreement") is made and entered into this ____day of_____, 20____, by and between the City of Chandler, an Arizona municipal corporation ("City"), and _____, a _____ ("Wireless Provider").

RECITALS

A. The City of San Luis"Wireless Facilities Standard Terms and Conditions" sets out various recitals (collectively the "Standard Recitals") and provisions (collectively the "Standard Terms").

B. City holds an interest in a parcel of land (the "Street Parcel") comprising street Right-of-way for _____. The Street Parcel is located approximately _____ feet _____ of the center of the intersection of _____ and _____.

C. This Agreement allows Wireless Provider to use certain limited portions of the Street Parcel.

D. The portions of the Street Parcel that this Agreement allows Wireless Provider to use (the "Use Areas") are defined in the package of maps and related materials (the "Boundary Plan") attached hereto as **Exhibit "A"**.

E. Wireless Provider desires to install and operate on the Use Areas the wireless telecommunications receiving, processing and transmitting devices and related electronic equipment that is specified on the Site Plan (the "Communications Equipment") subject to the requirements of this Agreement. The Communications Equipment is limited to the actual electronic equipment, portable cabinets for such equipment, the enclosure, the antennas ("Antennas") used to communicate with cell phones and similar devices, all as shown on the drawing (the "Site Plan") attached hereto as **Exhibit "B"**. Notwithstanding anything in this Agreement to the contrary, the Communications Equipment excludes any item not shown on the Site Plan.

F. The volume of the Enclosure and the above ground portion of its pad as shown in the Site Plan is _____ cubic feet.

G. Wireless Provider proposes to install an approximately _____ foot tall wireless support structure (the "Pole") owned by Wireless Provider ("Pole Owner").

H. In order to install the Communications Equipment, Wireless Provider desires to construct supporting improvements and perform all other work shown on the Site Plan (collectively the "Project").

I. Wireless Provider shall complete the entire Project and put the Communications Equipment in full operation no later than one hundred eighty (180) days after the date of issuance of the Encroachment Permit (the "Completion Deadline").

J. City desires to grant to Wireless Provider a license to install, maintain, operate and repair the Communications Equipment (the "Permitted Uses") subject to the requirements of this Agreement.

K. The Standard Recitals are all incorporated here by reference as if set out in full.

NOW, THEREFORE, for and in consideration of the foregoing, the amounts hereinafter to be paid by Wireless Provider, and the covenants and agreements contained herein to be kept and performed by Wireless Provider, and other good and valuable consideration, City and Wireless Provider agree as follows:

I. LICENSE TERMS

1. License Terms. City hereby grants to Wireless Provider a license to use the Use Areas as follows:

1.1 Standard Terms Incorporated. The Standard Terms are all incorporated here by reference as if set out in full. **WIRELESS PROVIDER WARRANTS AND REPRESENTS THAT WIRELESS PROVIDER HAS READ AND AGREES TO THE STANDARD RECITALS AND THE STANDARD TERMS.** Capitalized terms used but not defined in this Agreement shall have the meanings assigned by the Standard Recitals and the Standard Terms.

1.2 Standard Terms Application. Wireless Provider shall comply with all of the Standard Terms. Without limitation, the Standard Terms shall apply to the Use Areas as follows:

1.2.1 Wireless Provider's Boundary Plan Responsibility. It is Wireless Provider's responsibility before signing this Agreement to ensure that the Boundary Plan is prepared as follows:

1.2.1.1 Wireless Provider shall insure that the Boundary Plan clearly depicts all portions of the Street Parcel that Wireless Provider desires to use and that each such area is clearly shown on the Boundary Plan and labeled to clearly indicate which of the categories of Exclusive Areas or Shared Areas set out in the Standard Terms applies to the area.

1.2.1.2 If the Boundary Plan does not clearly show any portion of the Street Parcel as one of the categories of Exclusive Areas or Shared Areas set out in the Standard Terms, then such portion of the Street Parcel is not part of the Use Areas and Wireless Provider may not use such portion of the Street Parcel, even if the use is discussed in the Standard Terms.

1.2.1.3 Any Exclusive Area or Shared Area described or named in the Standard Terms that is not clearly depicted and correctly labeled on the Boundary Plan is excluded from this Agreement and unavailable for Wireless Provider's use.

1.2.1.4 Any portion of the Boundary Plan or the Site Plan that indicates a Wireless Provider use of the Street Parcel that is not one of the Exclusive Areas or Shared Areas

specifically enumerated in the Standard Terms is excluded from this Agreement and not available for Wireless Provider's use.

1.2.1.5 All work, improvements and equipment within an Exclusive Area or Shared Area is limited to the purposes enumerated in the Standard Terms for that particular Exclusive Area or Shared Area.

1.2.1.6 This Agreement does not allow use of any land other than the specified portions of the Street Parcel that are Exclusive Areas or Shared Areas.

1.2.1.7 Any change to the Boundary Plan after City executes this Agreement is void unless it is memorialized in a formal amendment to this Agreement.

1.2.2 Site Plan. It is Wireless Provider's responsibility before signing this Agreement to ensure that the Site Plan correctly shows the work that Wireless Provider intends to perform, that the Site Plan correctly shows all improvements and equipment that Wireless Provider intends be located on the Use Areas, that the Site Plan shows no work, improvements or equipment outside the Exclusive Areas and Shared Areas properly depicted and labeled on the Boundary Plan, and that all work, improvements and equipment is encompassed within the purposes enumerated in the Standard Terms for that particular Exclusive Area or Shared Area. Any work, improvements or equipment not conforming to all the foregoing is prohibited, even if it is clearly shown on the Site Plan or discussed in the Standard Terms. Any refinement or other change to the Site Plan after City executes this Agreement is void unless Wireless Provider obtains Wireless Provider's approval of the change pursuant to the plans approval processes set out in the Standard Terms and pursuant to all applicable regulatory requirements.

1.2.3 Term of Agreement. The term of this Agreement is as stated in the Standard Terms.

1.2.4 Wireless Provider's Payments. Wireless Provider shall pay to City the amounts described in the Standard Terms.

1.2.5 Use Restrictions. Wireless Provider shall comply with the use restrictions set out in the Standard Terms.

1.2.6 Encroachment Permits. This Agreement constitutes a Class 8 "Encroachment Permit" under Chapter 46 of the San Luis City Code to the extent of granting permission for the Communications Equipment to exist on the Street Parcel but not to allow any construction or other work of any description in the Right-of-way or to allow obstruction of traffic or alteration of City's improvements. Before performing any work on the Right-of-way, Wireless Provider shall obtain the following additional encroachment permits, as applicable:

1.2.6.1 Permission to Work in the Right-of-way.

1.2.6.2 Traffic Control Plan.

1.2.6.3 Any other applicable permits regarding work in the Right-of-way.

1.2.7 Compliance with Law. Wireless Provider acknowledges that this Agreement does not constitute, and City has not promised or offered, any type of waiver of, or agreement to waive (or show any type of forbearance, priority or favoritism to Wireless Provider with regard to) any law, ordinance, power, regulation, tax, assessment or other legal requirement now or hereafter

imposed by the City of San Luisor any other governmental body upon or affecting Wireless Provider's use of the Street Parcel. For example, Wireless Provider shall comply with all zoning, building and Right-of-way codes, ordinances and policies.

2. City's Initial Information. Unless and until City gives notice otherwise, City's contract administrator shall be the City's Regulatory Affairs Manager.

3. Wireless Provider's Initial Information. Unless and until Wireless Provider gives notice otherwise:

3.1 Wireless Provider's network operations center phone number as required by paragraph 7.1.3 of the Standard Terms is (_____) _____-_____.

3.2 Wireless Provider's address for notices as required by paragraph 17.8 of the Standard Terms shall be:

_____

_____

_____

3.3 Wireless Provider's billing address for routine billing invoices as required by paragraph 4.2 of the Standard Terms shall be:

_____

_____

_____

EXECUTED as of the date first given above.

CITY: **CITY OF SAN LUIS,**
an Arizona municipal corporation

By: _____

_____
City Manager

WIRELESS PROVIDER: _____

a _____

By: _____

_____

Its: _____

TABLE OF EXHIBITS FOR SITE LICENSE

Exhibit	Paragraph	Description
A	D	Boundary Plan
B	E	Site Plan

AGENDA ITEM REVIEW FORM

Regular City Council Meeting **6.G.**

Meeting Date: 01/10/2018

Department Head: Lizandro Galaviz, Director of Parks & Recreation, Parks & Recreation Department

Submitted By: Jesus Meza, Assistant Director of Parks & Recreation, Parks & Recreation Department

Action Requested: Motion
Ordinance - 1st Reading

ITEM:

Discussion and possible action on any and all matters regarding the First Reading of Ordinance No. 378. An ordinance of the Mayor and City Council of the City of San Luis, Arizona amending and revising the San Luis City Code Chapter 94 relating to regulating alcohol in city parks and facilities and prohibiting glass containers in city parks, repealing any conflicting provisions; providing for severability, and providing for penalties for violation. **(Lizandro Galaviz, Director Parks and Recreation)**

A. First Reading of Ordinance No. 378 by title only
(City Clerk to read ordinance by title only)

SUMMARY:

At present, the consumption of alcoholic beverages in public parks or other city facilities is prohibited. This ordinance is in line with similar ordinances in the Cities of Somerton and Yuma. The ordinance permits the personal use of alcoholic beverages by small groups for events at the ramadas in city parks or facilities on various conditions as explained on the ordinance and the permit would not be transferable. It would not apply for the sale or large distribution of alcoholic beverages. Only beer and wine will be permitted. A Special Alcohol Permit application process would apply for those requesting to bring a keg of beer to their event.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO APPROVE FIRST READING OF ORDINANCE NO. 378 BY TITLE ONLY
(City Clerk to read Ordinance No. 378 by title only)

Supporting information not attached to the Agenda Item Review Form:

N/A

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:	No
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):

Parks and Recreation will be proposing a fee to administer this permit.

Attachments

Ordinance No. 378

Alcohol Permit Application

OFFICE OF THE
MAYOR
CITY OF SAN LUIS

Ordinance

No. 378

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF THE CITY OF SAN LUIS, ARIZONA AMENDING AND REVISING THE SAN LUIS CITY CODE CHAPTER 94 RELATING TO REGULATING ALCOHOL IN CITY PARKS AND FACILITIES AND PROHIBITING GLASS CONTAINERS IN CITY PARKS; REPEALING ANY CONFLICTING PROVISIONS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR PENALTIES FOR VIOLATION.

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

Section 1. Chapter 94 is hereby amended so its title reads as follows:

CHAPTER 94: PARKS AND RECREATION

Section 2. Under Chapter 94, subchapter titled "*General Provisions*," Section 94.02 of the City Code is hereby amended to read as follows:

§ 94.02 FEES.

The City Council may establish by resolution or by order fees for the use of city parks, fields, facilities, and for alcohol permits and special alcohol permits.

Section 3. Under Chapter 94, subchapter titled "*General Provisions*," Section 94.03 of the City Code is hereby added to read as follows:

§ 94.03 GLASS CONTAINERS PROHIBITED.

It shall be unlawful for any person to possess a glass container in any city park.

Section 4. Under Chapter 94, subchapter titled "*Alcoholic Beverages*," Section 94.14 of the City Code is hereby added to read as follows:

§ 94.14 DEFINITIONS.

For the purposes of this subchapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

ALCOHOL OR ALCOHOLIC BEVERAGE. Beer, distilled spirits, spirituous liquor and wine as those terms are defined in A.R.S. §4-101.

APPLICANT. The person applying for an Alcohol Permit or Special Alcohol Permit.

BEER. As beer is defined in A.R.S. §4-101.

DEPARTMENT. The Department of Parks and Recreation of the city.

DIRECTOR. The Director of the Department of Parks and Recreation for the city.

PERMITTEE. The person issued an Alcohol Permit or Alcohol Permit with a Special Alcohol Permit.

PLAYING FIELD. The outdoor areas within city parks set up to play any turf games such as baseball, softball, soccer, futsal, etc.; and the outdoor areas within city parks set up to play court games such as basketball, tennis, etc.

PLAYGROUND. The outdoor areas within city parks where there is playground equipment for children or where there are skate parks or any other area clearly intended for children to play.

WINE. As wine is defined in A.R.S. §4-101 as it may be amended.

Section 5. Under Chapter 94, subchapter titled *"Alcoholic Beverages,"* Section 94.15 of the City Code is hereby amended, to read as follows:

§ 94.15 ALCOHOLIC BEVERAGES PROHIBITED.

It shall be unlawful for any person, while in any city park or in any city facility to commit the following acts except as permitted in this chapter:

(A) drink or have in his or her possession any alcoholic beverage and/or

(B) possess any container or receptacle containing any alcoholic beverage opened, its seal broken or the contents of which have been partially removed.

Section 6. Under Chapter 94, subchapter titled *"Alcoholic Beverages,"* Section 94.16 of the City Code is hereby repealed and replaced, to read as follows:

§ 94.16 EXCEPTIONS.

The exceptions to prohibitions on Alcohol in §94.15 are as follows:

(A) Beer and Wine are allowed in compliance with a valid Alcohol Permit as regulated by this chapter.

(B) Beer and Wine are allowed in compliance with a valid liquor license issued by the State of Arizona.

Section 7. Under Chapter 94, subchapter titled *"Alcoholic Beverages,"* Section 94.17 of the City Code is hereby added to read as follows:

§94.17 ALCOHOL PERMIT.

An Alcohol Permit must be in writing and authorized by the Department.

(A) Application, Conditions, Denial, Appeal, Revocation of Alcohol Permit.

1. Application.

    a. With the Alcohol Permit application, the Applicant must either reserve a ramada in a city park or rent a facility from the Department.

    b. The Applicant must be at least 21 years of age as demonstrated to the Department at the time of application by valid photo identification or any other demonstration of age required by law.

    c. The Applicant must pay the fees to reserve a ramada or to rent a facility and the Alcohol Permit fees before the Department will consider the Alcohol Permit application.

2. Conditions. The Department may require security or make other reasonable requirements as conditions on the Alcohol Permit depending on the number of people anticipated at the event and the nature of the event.

3. Denial. The Director may deny an Alcohol Permit to Applicants with demonstrated past non-compliance with city park or facility rules or for other reasonable cause.

4. Appeal. Any person aggrieved by the denial of an Alcohol Permit may appeal the decision of the Director to the City Manager. The Applicant's appeal must be in writing on a form provided by the Department. The written appeal must be submitted to the City Clerk's office within 5 working days of the Director's denial. The City Manager shall act upon the appeal within 5 working days following receiving the appeal. The City Manager's decision is final and binding on both the Applicant and the city. The City Manager may delegate the duties in this subsection.

5. Revocation. The Director or the City Manager may revoke an Alcohol Permit if the Director or the City Manager determines that the city park or facility is being used contrary to any representation made by the Permittee or to any conditions of the Alcohol Permit or Special Alcohol Permit; or the city park or facility is being used in violation of the law. The Director's or City Manager's decision to revoke an Alcohol Permit is final.

(B) Locations.

1. Ramadas in City Parks.

    a. An Alcohol Permit may issue for an event at a ramada in a city park and an area surrounding the footprint of the ramada up to 50 feet.

    b. Except, the 50 feet around a ramada shall not include:
        i. a sidewalk,
        ii. a street,
        iii. an area 50 feet from a Playground,
        iv. a Playing Field and its spectator area.

2. Designated Facilities.

    a. The Department may issue an Alcohol Permit for facilities designated by City Council.

    b. The Department may issue an Alcohol Permit to the city at facilities City Council designates for city-hosted events.

    c. City Council shall designate facilities or remove facilities from designation under this section by resolution or order.

    d. The Director shall have the discretion to deny an Alcohol Permit for a facility if the particular event is unsuitable for the facility. The Director shall have the discretion to close a designated facility for maintenance, for repair or for public safety.

(C) Permittee Responsibility. Once the Alcohol Permit Issues, the Permittee shall be the person responsible for ensuring the Permittee's event complies with the Alcohol Permit.

1. Alcohol Permits are valid for adults over 21 years of age to consume Beer and Wine.

2. Permittee must ensure that at Permittee's event there is no possession or consumption of Alcohol by people under 21 years of age, no drunkenness, and no sale of alcohol.

3. Alcohol Permits are only valid for the date and time period of the ramada reservation or of the facility rental.

4. The Alcohol Permit must be in the possession of the Permittee at all times during the time reserved for the ramada or the rental of the facility.

5. The Permittee must be present at the ramada or the facility for the duration of the time reserved or rented.

6. The Permittee must show the Alcohol Permit to any peace officer with jurisdiction if the peace officer requests to see it.

7. For ramadas, glass bottles or other glass containers are prohibited.

8. Permittee shall be sure after the event that the ramada and surroundings or the facility is clean and free of litter.

9. Permittee shall follow any conditions on the Permittee's Alcohol Permit.

10. If the Permittee has a Special Alcohol Permit, the Permittee shall follow any conditions on that Special Alcohol Permit.

(D) Department Responsibility. In addition to processing applications for Alcohol Permits and Special Alcohol Permits in compliance with this chapter, the Department shall provide a copy (either on paper or electronically) of approved Alcohol Permits and Special Alcohol Permits to the San Luis Police Department. The Department and the San Luis Police Department shall devise appropriate procedures for implementation of effective communication between the two departments regarding these permits.

Section 8. Under Chapter 94, subchapter titled *"Alcoholic Beverages,"* Section 94.18 of the City Code is hereby added to read as follows

§94.18 KEGS PROHIBITED EXCEPT WITH SPECIAL ALCOHOL PERMIT.

(A) It shall be unlawful for any person to possess or bring Alcoholic Beverages in kegs into a city park or city facility.

(B) **Exception**. A person may possess or bring a keg of Beer in a city park or city facility with a Special Alcohol Permit issued by the Department if the following regulations are met.

1. Special Alcohol Permits shall only issue with a ramada reservation or rental of a facility and an Alcohol Permit.

2. The Applicant must pay the fee to reserve a ramada or to rent a facility, pay the Alcohol Permit fee and pay the Special Alcohol Permit fee before the Department will consider the Special Alcohol Permit application.

3. A Special Alcohol Permit shall be valid for Beer, for no more than 2 kegs of Beer and the maximum keg size allowed is 15.5 gallons. The Applicant may request less than the maximum quantity of Beer allowed.

(C) **Conditions**. The Department may require security or make other reasonable requirements as conditions on the Special Alcohol Permit depending on the number of people anticipated at the event and the nature of the event.

(D) **Revocation**. A revocation of an Alcohol Permit is an automatic revocation of a Special Alcohol Permit.

Section 9. Under Chapter 94, a new subchapter titled *"Penalty"* placed after Section 94.20 and above Section 94.99 and Section 94.99 to read as follows:

PENALTY

§ 94.99 PENALTY.

(A) **General**. Any person violating any provision of this chapter, for which no other penalty is provided, shall be subject to the penalty provisions of § 10.99.

(B) **Alcoholic Beverages**. Upon conviction for violation of §§ 94.15, 94.16, 94.17 or 94.18 the sentence to be imposed shall be a fine of not more than $500 or imprisonment for not more than 30 days, or both. A separate offense shall be deemed committed upon each day during or on which a violation occurs or continues.

(C) **Tobacco products**. A person who violates § 94.20 of this chapter is responsible for a civil offense punishable under § 10.99. A separate offense shall be deemed committed upon each day during or on which a violation occurs or continues.

Section 10. All ordinances, parts of ordinances or resolutions in conflict with the provisions of this ordinance or any part of the code adopted herein by reference are hereby repealed.

Section 11. If any section, subsection, sentence, clause, phrase or portion of this ordinance or any part of the code adopted herein by reference is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this ordinance.

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:

_____
Sonia Cornelio, City Clerk

APPROVED AS TO FORM:

_____
Kay Marion Macuil, City Attorney

CITY OF SAN LUIS
PARKS AND RECREATION DEPARTMENT
ALCOHOL BEVERAGE PERMIT

Name: (Please Print)	Today's Date:	Permit No.
Physical Address & P.O Box	City, State & Zip Code:	Phone Number:
Cell Phone:	Date of Birth:	Age:
Facility / Park Ramada Reserving:	Approx. Group / Party Number:	Type of Sound System:
Date of Event Rental:	Time:	Type of Event:

The applicant is responsible for any of the persons consuming alcoholic beverages in the applicant's group/party. The applicant assures the City of San Luis that no person under 21 years of age will consume alcoholic beverages and no one will be drunk or consume to the point of becoming drunk in the group/party at the specified Facility or Park Ramada mentioned above.

NOTE: This alcohol permit does not authorize the sale of alcohol.
This alcohol permit is not for the free distribution of alcohol.
This alcohol permit is for responsible personal consumption by the applicant's group/party during applicant's the event mentioned above.

In accordance with the rules and regulations of the Parks and Recreation Department as authorized by the City Ordinance_____, this permit is governed by the following conditions:

1. Permit is not transferable.
2. Permit is valid ONLY for the date of the event stated above.
3. Glass beverage containers are NOT permitted.
4. Area must be left clean after the event.
5. Park hours and event times must be observed.
6. Obnoxious behavior or excessive noise will NOT be permitted.
7. Only the permit holder is allowed to bring alcoholic beverages into the Facility / Park Ramada and is responsible for the conduct of all group/party members.
8. Permit holder must retain permit and make available upon the request of any City of San Luis Parks and Recreation Official or any Peace Officer.
9. Permit holder will be responsible for assuring that ALL MEMBERS of his/her party, according to the Arizona State Law, are of legal age to drink alcohol. (Legal age is 21 years)
10. Alcoholic beverages are NOT permitted in parking lots and/or children's play areas.
11. The sale of alcoholic beverages in City parks is strictly prohibited unless a special events liquor license is obtained from the State of Arizona.
12. Alcoholic beverages are NOT to be consumed by team members during athletic team competitions.

I have read or had read to me the above and Ordinance No. _____. I understand my responsibility for an Alcohol Permit. I sign to indicate, under penalty of perjury, that all the above is true.

_____ _____
Signature Date

STAFF ONLY

Granted:	By:	Date:	Amount Paid:
Denied:	By:	Date	Reason:

(Revised 12/2017)

AGENDA ITEM REVIEW FORM

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

Meeting Date: 01/10/2018

Department Head: Lizandro Galaviz, Director of Parks & Recreation, Parks & Recreation Department

Submitted By: Lizette Varela, Recreation Specialist, Parks & Recreation Department, Recreation

Action Requested: Motion
Resolution

ITEM:

Discussion and possible action on any and all matters regarding Resolution No. 2028. A resolution of the Mayor and City Council of the City of San Luis, Arizona approving and adopting the designation of various City Facilities eligible for alcohol permits. **(Lizandro Galaviz, Director of Parks and Recreation)**

SUMMARY:

Staff is requesting the following facilities to be made eligible to the public for the consumption of alcohol by approved alcohol permits:

- Cesar Chavez Cultural Center
- San Luis Gym
- Bleachers of City Playing fields

Staff is requesting the following facilities be made available for the consumption of alcohol at city-hosted events.

- Fernando Padilla Community Center
- San Luis Senior Center
- City Hall Multipurpose Room

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO APPROVE AND ADOPT RESOLUTION NO. 2028

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 currently.

Attachments

Resolution No. 2028

OFFICE OF THE
MAYOR
CITY OF SAN LUIS

Resolution

NO. 2028

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF SAN LUIS, ARIZONA APPROVING AND ADOPTING THE DESIGNATION OF VARIOUS CITY FACILITIES ELIGIBLE FOR ALCOHOL PERMITS

WHEREAS, the City of San Luis adopted Ordinance No. 378 providing that City Council may designate city facilities eligible for alcohol permits;

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

Section 1: City Council designates the following facilities eligible for alcohol permits:

Cesar Chavez Cultural Center
1015 North Main Street
San Luis, Arizona

San Luis Gym
965 North Park Avenue
San Luis, Arizona

The Bleachers of city Playing Fields (as defined by Ordinance No. 378) during the playing of an organized game of an adult league.

Section 2: City Council designates the following facilities eligible for alcohol permits to be issued to the City of San Luis for city-hosted events:

Fernando Padilla Community Center
800 East Juan Sanchez Boulevard
San Luis, Arizona

Senior Center
790 East Juan Sanchez Boulevard
San Luis, Arizona

Multi-Purpose Room within City Hall
1090 East Union Street
San Luis, Arizona

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

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

Section 5: 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 be necessary to effectuate said agreement.

PASSED AND ADOPTED by the Mayor and City Council of the City of San Luis, Arizona, this _____ day of January, 2018.

_____
Gerardo Sanchez, Mayor

ATTEST:

_____
Sonia Cornelio, City Clerk

APPROVED AS TO FORM

_____
City Attorney

AGENDA ITEM REVIEW FORM

Regular City Council Meeting **7.A.**

Meeting Date: 01/10/2018

Department Head: Jose A. Guzman, Acting Director of Planning & Zoning, Planning & Zoning Department

Submitted By: Jose A. Guzman, Acting Director of Planning & Zoning, Planning & Zoning Department

Action Requested: Board of Adjustment
Motion
Public Hearing

ITEM:

Public hearing followed by discussion and possible action on any and all matters regarding Variance Case No. 2017-0722. A request by Juan Luna, owner, for a variance to build a 6 foot wall on the property line instead of the 3 feet 6 inches required. The property is located at 1271 N. Ruiz Avenue, San Luis, Arizona. (CONTINUED ITEM FROM REGULAR CITY COUNCIL MEETING HELD DECEMBER 27, 2017) **(Jose A. Guzman, Acting Director of Planning and Zoning)**

A. Open public hearing
   1. Presentation by staff and/or applicant
   2. Call to the Public on this item
B. Close public hearing
C. Action on Variance Case No. 2017-0722

SUMMARY:

The subject property is located in a Medium-High Density Residential (R-2) Zoning District; Assessor's Parcel No. 776-20-231 located at 1271 N. Ruiz Avenue, San Luis, Arizona.

The reason for the request is to build a six (6) foot wall in the front yard setback along the property line. As per Section 152.219(A) of the City of San Luis Code of Ordinances,"In all districts a fence or wall or hedge may be erected or maintained at a height no greater than three feet, six inches (3'6") within the required front and street side setback." In this case the front yard setback required is 20 feet.

GENERAL PLAN:

This area is designated as Neighborhood in the City of San Luis 2020 General Plan. The Neighborhood Land use designation allows all types of residential development.

AGENCY REVIEW:

As part of the review process, all land use cases are reviewed by various city and outside agencies. We have received comments from the following agencies:

1. Fire Department Comments (12/06/17)
2. Public Works Comments (12/21/2017)

As required by State Statute, staff sent 30 notification letters to property owners within 300 feet of the proposed project. The City has not received any other significant concerns or objections from the various review agencies or adjacent property owners.

CRITERIA FOR APPROVAL:
All requests for a variance from the City of San Luis Zoning Ordinance must meet the criteria for a variance as set forth in the City of San Luis Zoning Ordinance. A variance is not a right. It may be granted to an applicant only if the applicant establishes compliance with all of the hardship criteria established in A.R.S. §9-462.06 and in Sec 3.5 (C.) of this ordinance. In all cases, the application shall address all of the following hardship criteria:

1. There exist special circumstances or conditions regarding the land or building referred to in the application, which do not apply to other properties in the zoning district.
2. The above special circumstances or conditions are pre-existing and are not created or self-imposed by the owner or applicant.
3. The variance is necessary for the preservation of substantial property rights. Without a variance the property cannot be used for purposes otherwise allowed in this zoning district.
4. The authorizing of the variance will not be materially detrimental to persons residing or working in the vicinity, to adjacent property, or to the neighborhood or the public's welfare.

The Arizona Revised Statutes (§9-462.069-462.06 Board of Adjustment) further states that the Board may not:

1. Make any changes in the uses permitted in any zoning classification or zoning district.
2. Grant a variance if the special circumstances applicable to the property are self-imposed by the property owner.

ANALYSIS:
Staff has reviewed this request and has determined that the request does not meet the criteria for granting a variance from the Zoning Regulations.

1. There exist special circumstances or conditions regarding the land or building referred to in the application, which do not apply to other properties in the zoning district.

   The majority of the lots within this subdivision have a rectangular shape. The odd configuration of this lot makes it different than other lots in the neighborhood.

2. The above special circumstances or conditions are pre-existing and are not created or self-imposed by the owner or applicant.

   The design of the lot was created during the subdivision process. However, this request is self-imposed as they are able to build a 3.5 foot 6 inches on property line or a 6 foot wall with proper setback.

3. The variance is necessary for the preservation of substantial property rights. Without a variance the property cannot be used for purposes otherwise allowed in this zoning district.

   The ability to use the property as a residence is not compromised by this request. The owner can build a 6 foot wall respecting the setbacks and have a private yard for family activities and privacy. There are corner lots within the subdivision that have the driveway on the side; the owner built a fence respecting the setbacks and has a yard for privacy.

4. The authorizing of the variance will not be materially detrimental to persons residing or working in the vicinity, to adjacent property, or to the neighborhood or the public's welfare.

   Having a 6 foot wall along this property may create traffic issues and puts in danger the public's welfare.

STAFF RECOMMENDATION:
Staff has reviewed this request and have determined that although there are special circumstances

pertaining to the lot, this request does not meet the eligibility criteria to grant a variance, therefore staff recommends denial of Variance Case No. 2017-0722.

RECOMMENDATION / SUGGESTED MOTION:

A. I MOVE TO OPEN PUBLIC HEARING.

1. Presentation by staff and/or applicant
2. Call to the Public on this item

B. I MOVE TO CLOSE PUBLIC HEARING.

C. I MOVE TO DENY BECAUSE THE APPLICATION DOES NOT MEET THE CRITERIA FOR A VARIANCE.

Supporting information not attached to the Agenda Item Review Form:

N/A

Fiscal Impact

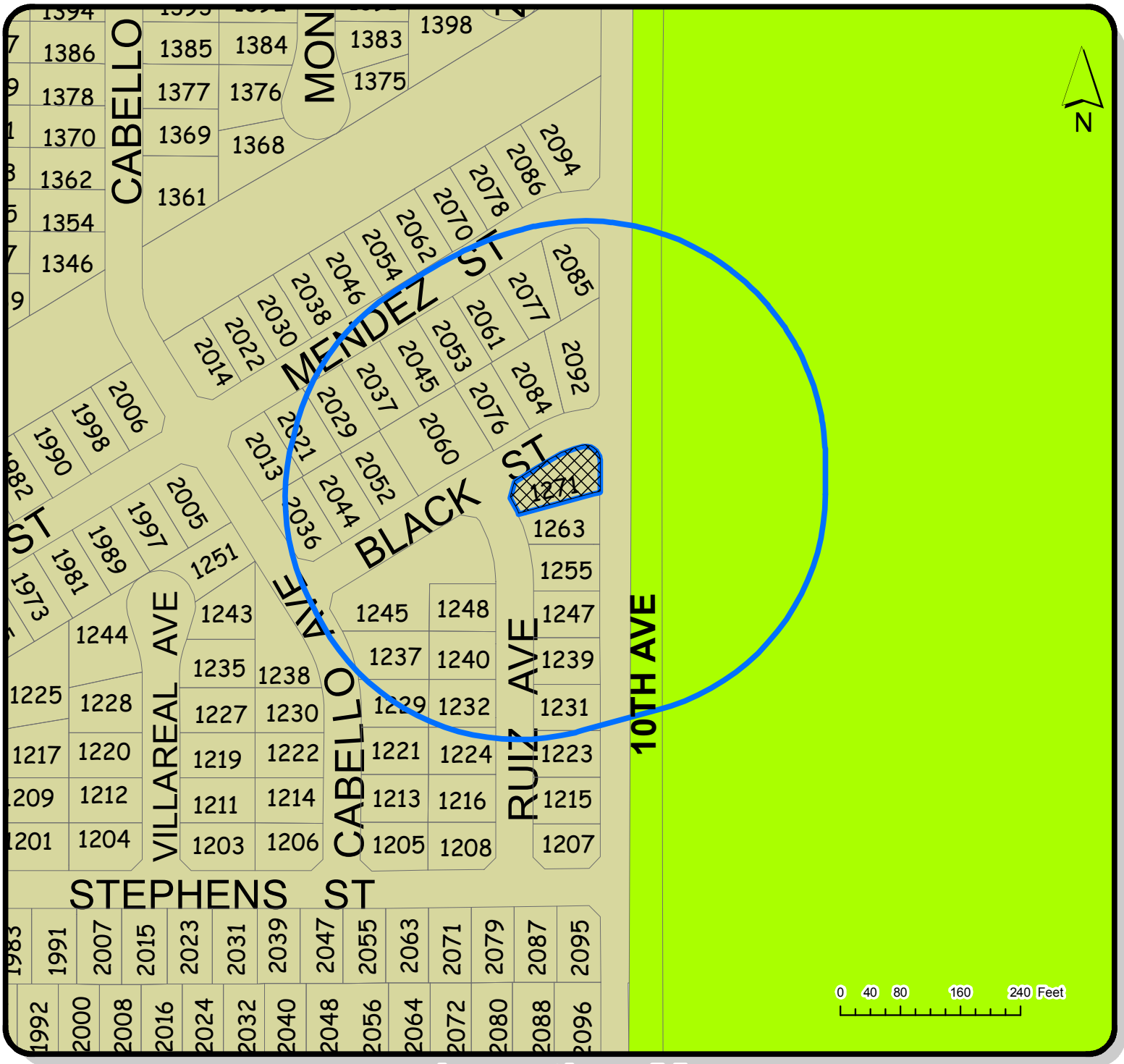
IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:	N/A
CITY/STATE/FEDERAL FUNDS:	N/A
TOTAL:	N/A
BUDGETED AMOUNT:	N/A
AVAILABLE AMOUNT TO TRANSFER:	N/A
ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE:	N/A

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

N/A

Attachments

Location Map
Option without Variance
Pictures of Location
Letter of Request
Property Owner Comments
Fire Department Comments (12/6/2017)
Public Works Comments (12/21/2017)



LOCATION OF SUBJECT PROPERTY

1271 N RUIZ AVE - 77620231
Subdivision: BIENESTAR EST 7B Lot: 231
Section: 06 Township: 11S Range: 24W

Location Map

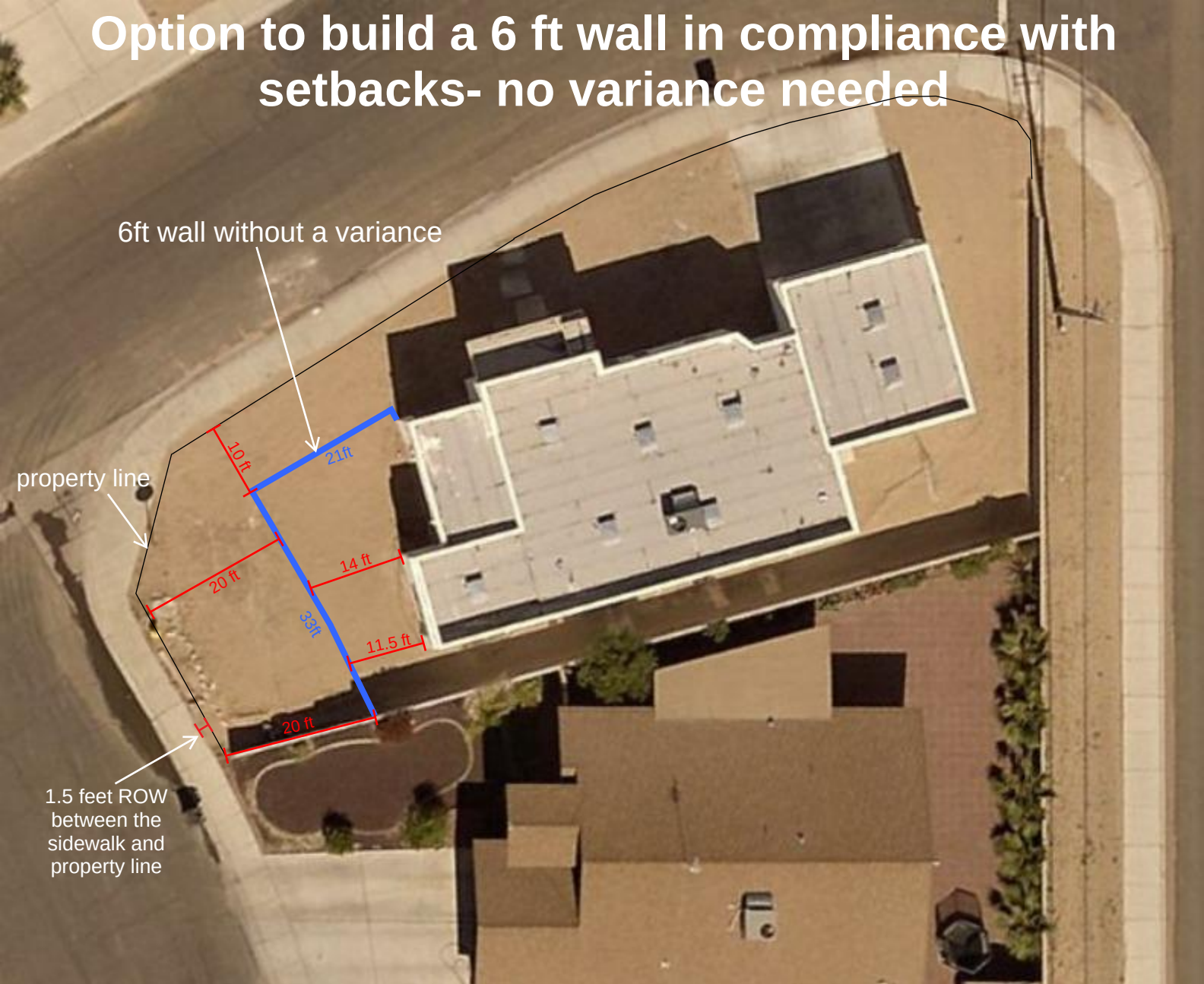
VARIANCE

MULTIPLE RESIDENCE ZONING DISTRICTS
R-2
SINGLE RESIDENCE ZONING DISTRICTS
RA-10

Date: 11/30/2017	DEVELOPMENT SERVICES	**Prepared By:** IG	**Case No.** 2017-0722 6ft WALL
Checked By: ROMAN PACHECO	GIS DIVISION	**APPROVED BY:** JOSE A. GUZMAN	

Option to build a 6 ft wall in compliance with setbacks- no variance needed

Option to build a 6 ft wall in compliance with setbacks- no variance needed



Option to build a 6 ft wall in compliance with setbacks- no variance needed

BLACK ST

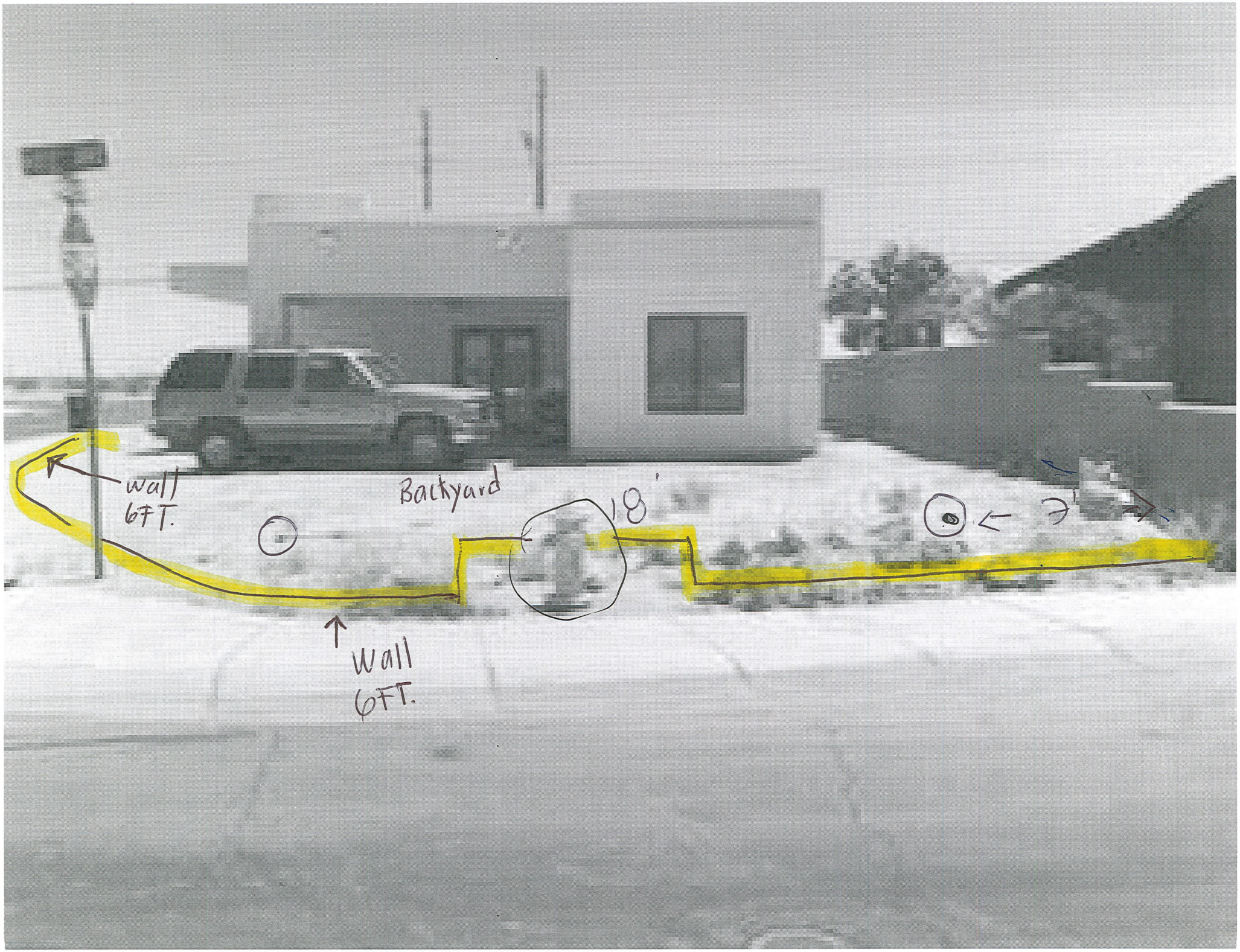
1371
BLACK ST

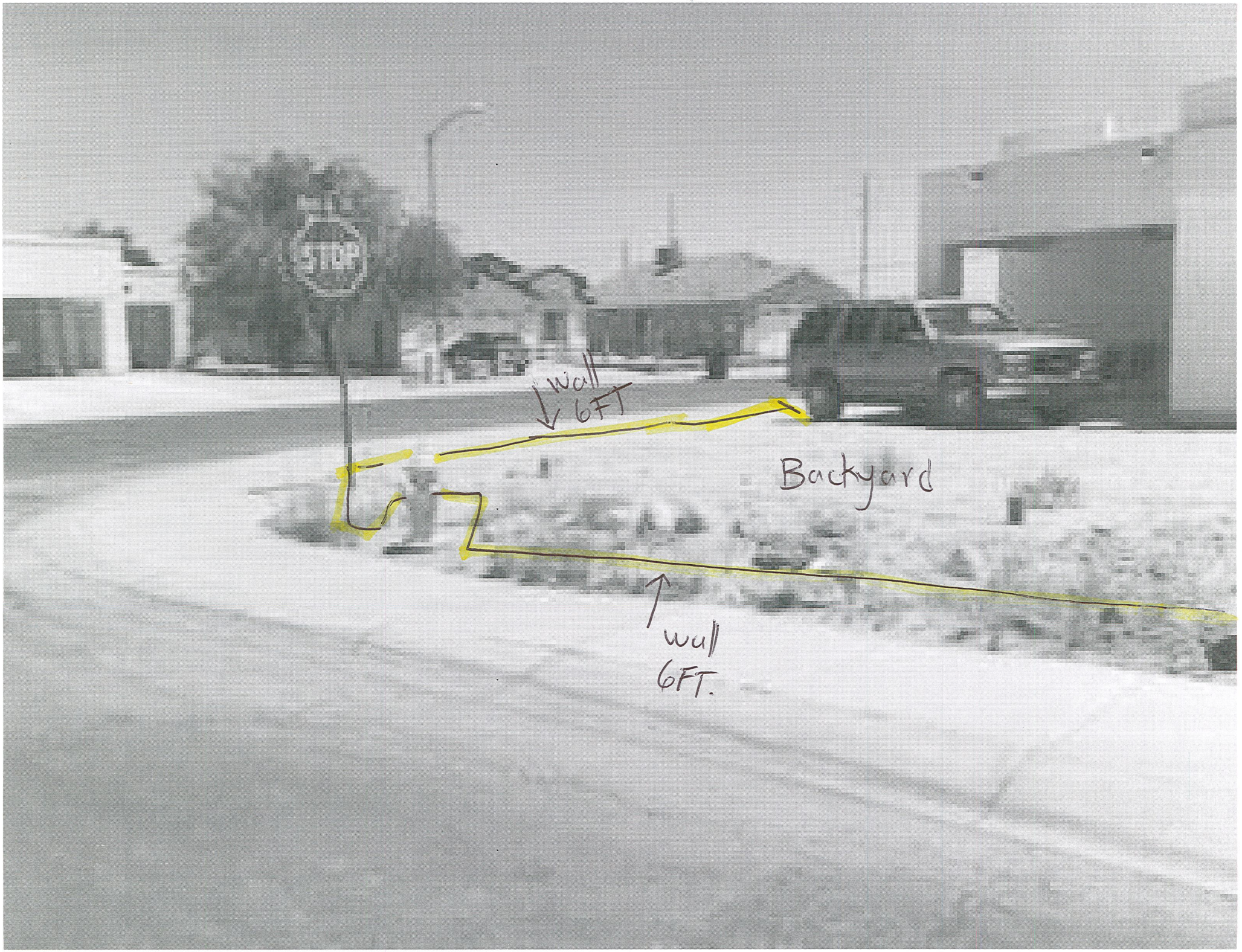
BLACK ST
STOP

a. The lot the house is built in a corner lot located in 1271 N. Ruiz Ave., San Luis, AZ 85349. The lot is cut in a pizza shape and has the fire hydrant in the middle part at the end of the lot, which was supposed to be the front. Due to these circumstances, the lot shape and the fire hydrant, the front of the house needed to be built facing north so that the garage could fit and have the correct measurements.
b. The shape of the lot was already set by the city when they were divided. The lot has a different shape plus the fire hydrant. See attachment.
c. We want to build a 6ft wall on the west side of the house. All the other property owners had the chance to build a wall in their backyard and have a private space to enjoy time with their family. We want to have the same opportunity to be able to have a private backyard. There was no option to build the front of the house facing west due to the shape and fire hydrant that is located in the west side as well.
d. We want to build the wall facing west. There is a stop sign located in the corner north west of the house. If the wall is built there are no risks of blockage for the cars going north since they will have to stop prior to turning. there are no houses in the west side of the house, there is a dip. This is the wall will be facing.

RECEIVED
2017 OCT 30 PM 12:04
DEPT OF PLANNING & ZONING
CITY OF SAN LUIS, AZ

Untitled Map
Write a description for your map.
Legend
Backyard
Google earth
© 2017 Google
N
50 ft


wall
6FT.
Backyard
18'
7'
Wall
6FT.


wall
6FT
Backyard
wall
6FT.

Jose A. Guzman

From: Yesenia <yeseniaz_02@hotmail.com>
Sent: Wednesday, January 03, 2018 9:35 AM
To: Jose A. Guzman
Cc: juan3l16@hotmail.com
Subject: Re: Variance Case No. 2017-0722

Good morning. Here are some pictures of a house that is on a corner and it's next to a park and has a 6 ft wall built on the property line.

SAN LUIS LN
STOP

And this other house has also a 6 ft wal on the east side front of the house. This one is built in more inside towards the house

We wanted to put these pictures in the report because we have the same situation. In our drawing we did make the wall inside and behind the stop sign to provide more visibility. Thank you for your help.

Yesenia Zambrano

Jose A. Guzman

From: Yesenia <yeseniaz_02@hotmail.com>
Sent: Tuesday, January 02, 2018 9:59 PM
To: Jose A. Guzman
Cc: juan3l16@hotmail.com
Subject: Re: Variance Case No. 2017-0722

Hi Jose,
Below are the drawings of how we can do the wall behind the stop sign to give more visibility. Please let me know if you need more clarification.

Thank you

Sent from my iPhone

neighbors wall

PATIO
COLUMN

6 ft.

7'6"

Sidewall

wall 6ft.

6ft.

27ft.

5ft.

5ft.

STOP

wall 6ft.

21ft.

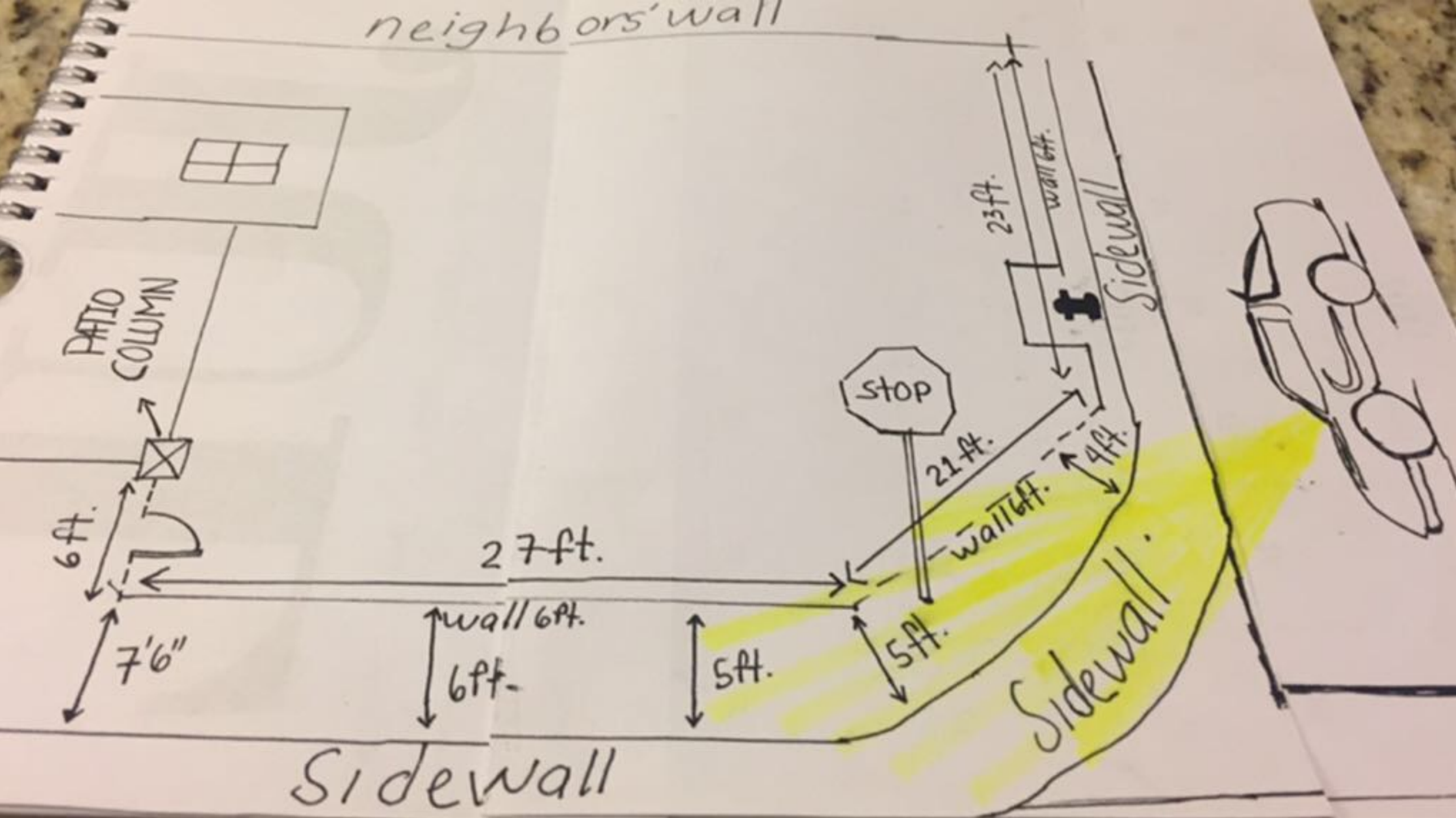
4ft.

23ft.

wall 6ft.

Sidewall

Sidewall

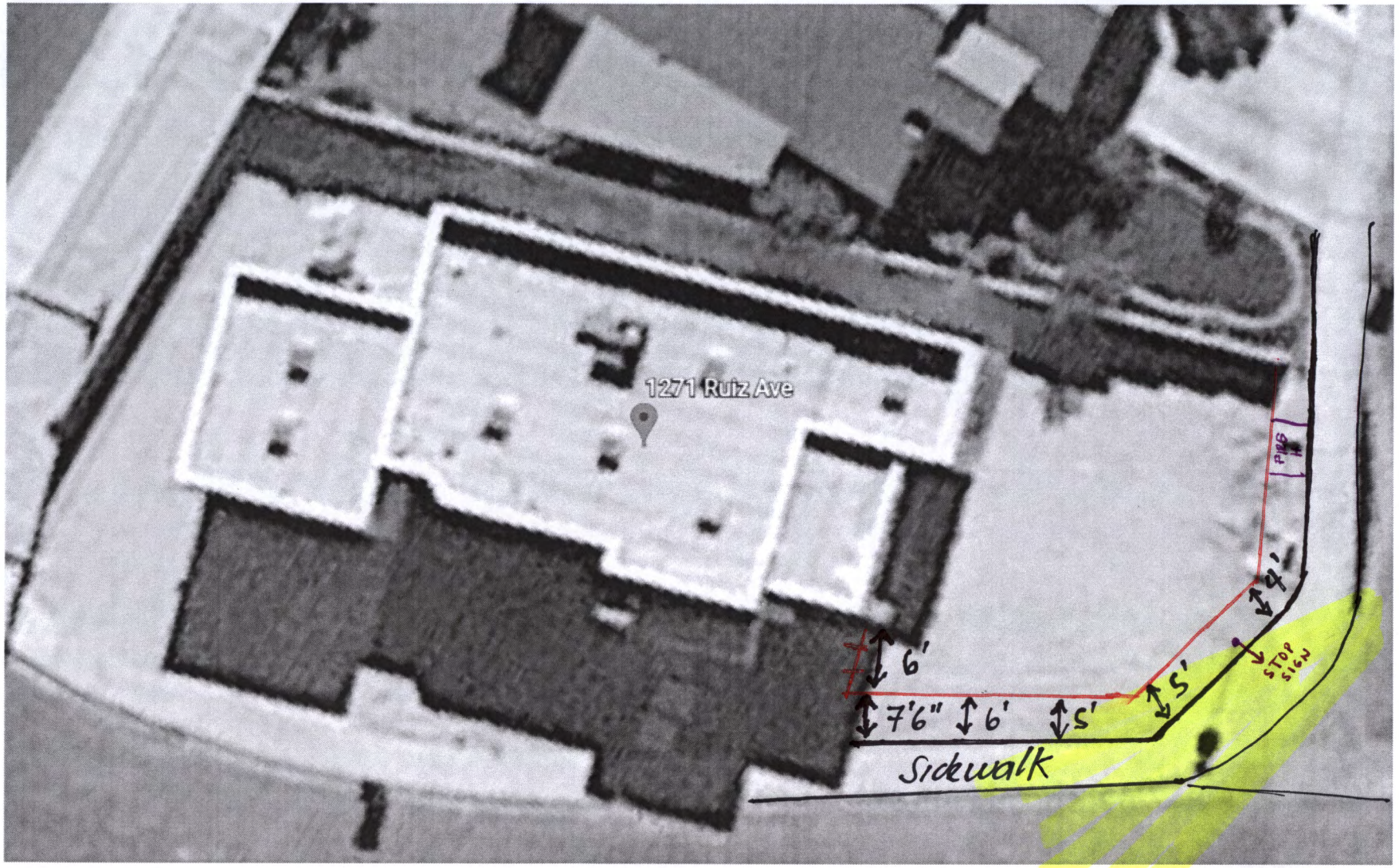

neighbors' wall
PATIO COLUMN
6ft.
7'6"
27ft.
wall 6ft.
6ft.
5ft.
stop
21ft.
wall 6ft.
4ft.
5ft.
23ft.
wall 6ft.
Sidewall
Sidewall
Sidewall

Jose A. Guzman

From: Yesenia <yeseniaz_02@hotmail.com>
Sent: Thursday, January 04, 2018 8:58 AM
To: Jose A. Guzman
Cc: Bb Ipod
Subject: Re: Variance Case No. 2017-0722
Attachments: Variance LunaZambrano 1271 N. Ruiz Ave.pdf

Here is another picture with the actual house. These are the same measurements I had send you with the hand drawn picture.

Thank you



PUSHED WALL
BACK STARTIN ON THE WEST
SIDE AT 4' GOING SOUTH 5' - 5' - 6 - 7'6"
THIS WILL ALLOW THE VISIBILITY
@ THE STOP SIGN

STOP

RUIZ AVE
BLACK ST
STOP

STOP

December 5, 2017

VARIANCE CASE NUMBER: 2017-0722 / 6 ft. wall

CASE SUMMARY: A request by Juan Luna, owner, for a Variance to build a six (6) foot wall instead of the three feet, six inches (3'6") as required per section 152.219 – (A) of the City of San Luis Code of Ordinances. The property is in a Medium-High Density Residential (R-2) Zoning District; Assessor's Parcel No. 776-20-231 located at 1271 N. Ruiz Avenue, San Luis, Arizona.

PUBLIC HEARING: December 27, 2017

COMMENTS DUE: December 11, 2017

Your comments on this case will help us prepare an accurate and timely staff report. Your comments on this case will be inserted as is into the staff report with your name, department, and telephone number, should the applicant have any questions. Your comments are a public record and will be available to the public, media, and the applicant, in addition to the Board of Adjustment hearing this case. Please complete the section below and return via e-mail. For additional information please contact me at 928-341-8563, extension 2014, or at jaguzman@cityofsanluis.org.

Thank you,

Jose A. Guzman
Acting Planning & Zoning Director

Attachment: Location Map and Site Plan

☑ COMMENTS ☐ NO COMMENTS

Enter Comments *below*:
The City of San Luis Fire Department has no comments at this time, but reserves the right to comment upon subsequent submittals. Final decisions regarding this request are best made by the Planning and Zoning Department.

Date:
12/06/17

Agency:
The City of San Luis Fire Department

Phone:
928/341-8550

Return to: Rpacheco@cityofsanluis.org

Roman Pacheco

From: Eulogio Vera
Sent: Thursday, December 21, 2017 4:49 PM
To: Roman Pacheco
Subject: RE: Request for Comments for Variance Case No. 2017-0722 - 6 ft. wall

Roman,

Public Works has reviewed the request and has the following comments:

- 6' wall will most likely provide a sight distance issue and one reason why the requirement of short fences on intersections.

Thanks
Eulogio

From: Roman Pacheco
Sent: Tuesday, December 05, 2017 6:01 PM
Subject: Request for Comments for Variance Case No. 2017-0722 - 6 ft. wall

Good Evening,

Please find attached request for comments form, location map, and site plan for your review. If you have any questions concerning this request, please contact the office of the Planning and Zoning Department.

Thanks,

Roman Pacheco
Planning Technician
Planning & Zoning Department
1090 E. Union Street | P.O. Box 3750
San Luis, Arizona 85349
P: 928.341.8563 Ext. 2047 | F: 928.341.8599
www.cityofsanluis.org