



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 24, 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, 24 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 que sean razonables para la participación en programas, actividades o servicios de la Ciudad, contactar al: Coordinador del Acta de Americanos con Discapacidades/Sección 504, Departamento de Recursos Humanos de la Ciudad de San Luis, Arizona, ubicado en el 1090 E. Union Street, San Luis, Arizona, 85349; (928) 341-8520.

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

ESTE AVISO ES DADO POR:

/f/ Sonia Cornelio, Actuaría de la Ciudad



AGENDA
Regular Meeting
San Luis City Council
San Luis Council Chambers
1090 E. Union Street
San Luis, AZ 85349
January 24, 2018
7:00 p.m.

AMENDED
AGENDA
1/23/2018

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. 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.

4. A. MINUTES OF

-Regular Council meeting held October 25, 2017
-Work Session held October 28, 2017

4. B. DISBURSEMENTS FROM JANUARY 1, 2018 THROUGH JANUARY 2018

Total Disbursements \$722,151.62
(Seven Hundred Twenty-Two Thousand, One Hundred Fifty-One Dollars and Sixty-Two Cents)

5. DISCUSSION AND POSSIBLE ACTION ITEMS:

- 5. A.** Discussion and possible action on any and all matters regarding Subdivision Case No. 2017-0738F. A request by Riedel Holdings LLC, property owner, for the final plat approval for Santa Cecilia No. 2 Subdivision. The property is located at the northwest corner of County 24th Street and 20th Avenue, Assessor's Parcel No. 227-10-012, San Luis, Arizona. **(Jose A. Guzman, Acting Director of Planning and Zoning)**

- 5. B. Discussion and possible action on any and all matters regarding Resolution No. 2013. A resolution of the City of San Luis, Arizona authorizing and directing the entering into an Intergovernmental Agreement between the City of San Luis and the City of Yuma for Mutual Aid and Assistance for Fire, Medical, Hazardous Material, Chemical-Biological-Radiological-Nuclear-Explosive (CBRNE), Mass Casualty Emergencies, Technical Rescue and Operation Support. **(Hank Green, Fire Chief)**

- 5. C. Discussion and possible action on any and all matters regarding Second 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 Second Reading of Ordinance No. 376 by title only
(City Clerk to read Ordinance by title only)
 - B. Action on Second Reading of Ordinance No. 376

- 5. D. Discussion and possible action on any and all matters regarding the Second 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. Second Reading of Ordinance No. 378 by title only
(City Clerk to read Ordinance by title only)
 - B. Action on Ordinance No. 378

- 5. E. Discussion and possible action on any and all matters regarding the approval of the purchase of a scoreboard for the Joe Orduño Park baseball field. **(Lizandro Galaviz, Director of Parks & Recreation)**

6. **SUMMARY OF CURRENT EVENTS**

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

7. **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.

8. **EXECUTIVE SESSION**

Vote to hold an Executive Session pursuant to A.R.S. §38-431.03(A)(3), (4) and (7)

- 8. A. Discussion and possible action to hold an Executive Session pursuant to A.R.S. §38-431.03(A)(3), (4) and (7) for discussion or consultation with the City Attorney or City's Attorneys for legal advice and in order to consider its position and instruct its attorneys regarding City Council's position regarding contracts that are the subject of negotiations, and/or with designated representatives of City Council in order to consider its position and instruct its representatives regarding negotiations for the lease of real property regarding the lease with Advanced Call Center Technologies (ACT). **(Kay Marion Macuil, City Attorney)**

8. B. Discussion and possible action to hold an executive session jointly with the San Luis Facility Development Corporation pursuant to A.R.S. §38-431.03(A) (3) and (4) on any and all matters regarding contracting for surplus buses from the Federal Government for use by the San Luis Regional Detention and Support Center for discussion or consultation for legal advice with the City Attorney or attorneys in order to consider the city's position and instruct its attorneys. **(Kay Marion Macuil, City Attorney and Attorney for the San Luis Facility Development Corporation)**

9. **MOTION TO GO BACK INTO REGULAR SESSION**

10. **DISCUSSION AND POSSIBLE ACTION ITEM:**

10. A. Discussion and possible action on any and all matters regarding payment of the Government Property Lease Excise Tax (GPLET) to mitigate damages while negotiating the lease with Advanced Call Center Technologies (ACT). **(Kay Marion Macuil, City Attorney)**

10. B. Discussion and possible action on any and all matters regarding the possible purchase of buses for the transport of detainees. **(Kay Marion Macuil, City Attorney)**

11. **ADJOURNMENT**



AGENDA ITEM REVIEW FORM

Regular City Council Meeting

4.A.

Meeting Date: 01/24/2018

Summary

MINUTES OF

-Regular Council meeting held October 25, 2017

-Work Session held October 28, 2017

Attachments

10/25/2017 RCM

10/28/2017 WS

MINUTES
Regular Council Meeting
San Luis City Council
San Luis Council Chambers
1090 E. Union Street
October 25, 2017
7:00 p.m.

1. CALL TO ORDER/ROLL CALL: Mayor Gerardo Sanchez called the Regular City Council meeting to order at approximately 7:01 p.m.

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

OTHERS PRESENT: Tadeo De La Hoya, City Manager
Sonia Cornelio, City Clerk
Angel Ramirez, Fire Department
Aracely De La Hoya, Senior Services Manager
Carlos Cortes, Assistant Finance Director
Derek Dueñas, I.T. Manager
Eulogio Vera, Director of Public Works
Francia Alonso, Administrative Coordinator
Hank Green, Fire Chief
Jenny Torres, Economic Development Manager
Jose Meza, Assistant Director of Parks and Recreation
Jonathan Dumadag, I.T. Technician
Jorge Perez, Billing & Collections Manager
Kay Macuil, City Attorney
Manuel Rojas, Assistant Director of Public Works
Olivia Jenkins, Director of Human Resources
Richard Jessup, Acting Chief of Police
Ric Bauermann, Fire Department
Antonio Carrillo, San Luis Film Festival
Caty Navarro, San Luis Film Festival
Cesar Neyoy, Reporter
David Lara, Resident

Eduardo Garcia, Factor Sales
Francisca Guzman, Translator
Greg LaVann, Greater Yuma Economic Development
Luis Ramirez, Ramirez Advisors Inter-National, LLC

2. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Vice Mayor Maria Cecilia Ramos.

3. INVOCATION

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

4. PRESENTATION

4. A. Presentation by Luis Ramirez Thomas, President for Ramirez Advisors Inter-National, LLC.

Mr. Luis Ramirez, Ramirez Advisors Inter-National, LLC, provided a PowerPoint presentation on an update regarding the situations occurring at the San Luis Port of Entries. Mr. Ramirez also commented on the Pedestrian Port of Entry Annexation and the modernization of the City of San Luis.

Vice Mayor Maria Cecilia Ramos asked Mr. Ramirez if Governor Pavlovich would be attending the San Luis Port of Entry Annexation, as she overheard it on the radio.

Mr. Ramirez commented that there had not been any confirmation and a notification has been sent over to Governor's Ducey's Office.

Mayor Gerardo Sanchez thanked Mr. Ramirez for his work and dedication throughout the years. Mayor Gerardo Sanchez added that the modernization of Port of Entry I will impact the dynamics of traffic and added that it is crucial for the City to start working with merchants to notify them of what will be happening.

5. CONSENT AGENDA

5. A. MINUTES OF

- Work Session held July 5, 2017
- Regular City Council meeting held July 12, 2017

**5. B. DISBURSEMENTS FROM OCTOBER 1, 2017 THROUGH OCTOBER 15, 2017
Total Disbursements \$639,322.08**

(Six Hundred, Thirty-Nine Thousand, Three Hundred, Twenty-Two Dollars and Eight Cents)

5. C. Discussion and possible action on any and all matters regarding the contract with Ramirez Advisors Inter-National, LLC for Fiscal Year 2017-2018. (Tadeo A. De La Hoya, City Manager)

5. D. Discussion and possible action on any and all matters regarding the transfer of funds from the Ambulance Enterprise accounts to the Fire Department accounts for Fiscal Year ending June 30, 2017. (Hank Green, Fire Chief)

5. E. Discussion and possible action 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 San Luis, Town of Wellton, City of Yuma, and Yuma County for the 4Frtoned Binational Program. (Jenny Torres, Economic Development Manager)

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

6. DISCUSSION AND POSSIBLE ACTION ITEM:

6. A. 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 Manager)

Mr. Tadeo De La Hoya, City Manager, stated that the agreement was first presented to Mayor and Council six (6) weeks ago and the item was further discussed during a Work Session last week where representatives from Greater Yuma Economic Development Corporation were present and answered the questions Mayor and Council had. Mr. De La Hoya added that the agreement has a minor change on the effective date to reflect a starting date of July 1st.

Mayor Gerardo Sanchez asked if the agreement would be retroactive.

Mr. De La Hoya confirmed that it would be retroactive.

Mayor Gerardo Sanchez thanked GYEDC for what they have been doing for the city and added that it is crucial for the economic development of the City of San Luis.

MOTION: Council Member Matias Rosales/Council Member Africa Luna-Carrasco to ratify, approve and adopt the contract with GYEDC in the amount of \$40,000.00 as presented. Motion passed unanimously.

7. SUMMARY OF CURRENT EVENTS

Mayor Gerardo Sanchez reported that he and Council Member Matias Rosales participated in the 2nd Annual Mayor's Binational Bike Ride that started in the City of Yuma and ended in San Luis Rio Colorado and stated that several participants rode all the way. He added that the event was a great example of how the communities can come together to promote the well-being.

Council Member Matias Rosales added on to Mayor Gerardo Sanchez report stating that Mayor Doug Nicholls of the City of Yuma also made it all the way to the end. He added that there were approximately 120 people who participated and approximately 80 participants rode across the border to the finish line.

Vice Mayor Maria Cecilia Ramos reported that she attended the Tarde de Estrellas at the Yuma Cancer Center and added that it was the first year they celebrated Hispanic cancer survivors.

8. CALL TO THE PUBLIC

Mr. Antonio Carrillo, San Luis Film Festival, invited Mayor and City Council to attend the 6th Annual San Luis Film Festival being held at the San Luis Cultural Center the week of November 14 to November 17. Mr. Carrillo added that the Film Festival continued to grow every year and named the films that would be playing during the festival.

Mr. David Lara, 1032 6th Drive San Luis, Arizona, stated that there are several children as young as five (5) being used as mules to carry drugs when they cross the border to go to school. Mr. Lara added that officials from the Mexican Government have already started passing out flyers informing parents and members of the communities that are crossing and an article was published on the Yuma Sun. He added that the dealers have found a loophole and are using the children to do their work. Mr. Lara is asking the City of San Luis to enforce a state law at the Port of Entries and set an example to the other border communities.

9. ADJOURNMENT

MOTION: Council Member Gloria Torres/Council Member Mario Buchanan Jr. to adjourn the Regular Council Meeting at approximately 7:47 p.m. Motion passed unanimously.

MINUTES
Work Session
San Luis City Council
San Luis Council Chambers
1090 E. Union Street
October 28, 2017
9:00 a.m.

1. CALL TO ORDER/ROLL CALL: Mayor Gerardo Sanchez called the Work Session to order at approximately 9:13 a.m.

PRESENT: Mayor Gerardo Sanchez
Vice-Mayor Maria Cecilia Ramos
Council Member Gloria Torres
Council Member Matias Rosales
Council Member Africa Luna Carrasco

ABSENT: Council Member Mario Buchanan Jr.
Council Member Ruben Walshe

OTHERS PRESENT: Tadeo A. De La Hoya, City Manager
Sonia Cornelio, City Clerk
Kay Marion Macuil, City Attorney
Angel Ramirez, Assistant Fire Chief
Aracely de la Hoya, Senior Services Manager
Carlos Cortes, Assistant Director of Finance
Derek Dueñas, 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 Guzman, Acting Director of Planning & Zoning
Jesus Meza, Assistant Director of Parks & Recreation
Kristin McManus, Municipal Judge
Manuel Rojas, Assistant Director of Public Works
Miguel Ramirez, Finance Department
Richard Jessup, Acting Chief of Police
Roula Encinas, Finance Department
Cesar Neyoy, Bajo El Sol Reporter
Lucy Lopez, San Luis AZ News Reporter

2. ITEM FOR DISCUSSION ONLY:

2. A. Discussion, review and possible directions to staff on any and all matters regarding the City of San Luis Capital Improvement Projects for Fiscal Years 2017 through 2023. (City Council and City Staff)

Mr. Tadeo A. De La Hoya, City Manager, informed that at the beginning of the year 2017 Council had its first Capital Improvement Project (CIP) meeting. He mentioned that staff is working on doing a 5-year CIP Plan which is usually for ten (10) years. He mentioned that staff had identified possible CIP projects, and they have prioritized the projects, but Council can make changes during this meeting before adopting the final CIP Plan. This plan will be tie to the annual budget, but each project will have allocations within the different years, throughout the five (5) years.

Mayor Gerardo Sanchez asked if a report will be given in regards to the funds available for the possible CIP's.

Mr. De La Hoya replied that unfortunately there is no report available during this meeting.

Mayor Gerardo Sanchez stated that every time that there is a discussion on CIP's to please include a budget status report.

The CIP's were presented as follows:

Court

Ms. Kristin McManus, Municipal Judge, informed that her department would like to complete one (1) project, which will be a new courthouse, the total project cost will be \$4,500,000.00. The current building is a retrofitted building; it was not made to be a courthouse. As the city is growing, there will be a tremendous need for an additional courtroom. She informed that her report is only an estimate of the project and to obtain an accurate number the city will have to spend funds. A copy of the CIP spreadsheet is included in the complete agenda packet file in the Office of the City Clerk.

Economic Development

Ms. Jenny Torres, Economic Development Manager, presented her CIP and gave a brief summary for each project. The following are the projects, costs and the fiscal year projection for start and completion of the projects. A copy of the CIP's spreadsheet is included in the complete agenda packet on file in the Office of the City Clerk.

Project Name	Estimated Cost	Fiscal Year(s)
Price Center Building	\$2,176,935.00	Fiscal Year 2018-2019 through Fiscal Year 2022-2023
Incentive Policy	\$1,000,000.00	Fiscal Year 2018-2019 through Fiscal Year 2022-2023
Redevelopment, branding and Marketing Action Plan	\$395,000.00	Fiscal Year 2018-2019 through Fiscal Year 2022-2023
International Plaza I Improvements	\$490,000.00	Fiscal Year 2018-2019
Business Incubator Improvements	\$250,000.00	Fiscal Year 2018-2019 through Fiscal Year 2022-2023
Downtown Parking Lot Master Plan	\$1,954,000.00	Fiscal Year 2018-2019 through Fiscal Year 2022-2023
Downtown San Luis-Parking Lots and Parks Projects	\$4,474.00.00	

Fire Department

Mr. Hank Green, Fire Chief, presented his CIP's and gave a summary of each project. The following are the projects, costs and the fiscal year projection for start and completion of the projects. A copy of the CIP's spreadsheet is included in the complete agenda packet on file in the Office of the City Clerk.

Project Name	Estimated Cost	Fiscal Year(s)
Replacement of obsolete portable radios for San Luis Fire and Police Departments	\$350,000.00	Fiscal Year 2019 through Fiscal Year 2025
Traffic Pre-Emption System: Opticom Traffic Control Systems	\$64,500.00	Fiscal Year 2018-2019 through Fiscal Year 2020-2021
Temporary Fire Station #2	\$200,000.00	Fiscal Year 2018-2019 through Fiscal Year 2019-2020
Replacement program for replacing or remounting Fire Department Ambulances	\$225,000.00	Fiscal Year 2018-2019; Fiscal Year 2019-20120; and Fiscal Year 2022-2023
Fire Station #2, Classroom and East Side Government Complex	\$2,700,000.00	Fiscal Year 2019-2020 through Fiscal Year 2020-2021
Purchase of land for construction of Fire Department/Public Safety Training Facilities	\$5,105,460.00	Fiscal Year 2018-2019; Fiscal Year 2021-2022 through Fiscal Year 2023-2024

Information Technology

Mr. Derek Dueñas, IT Manager, presented his CIP's and gave a summary of each project. The following are the projects, costs and the fiscal year projection for start and completion of the projects. A copy of the CIP's spreadsheet is included on the complete agenda packet in file in the Office of the City Clerk.

Project Name	Estimated Cost	Fiscal Year(s)
Phone System Replacement	\$150,000.00	Fiscal Year 2019-2020
Network Equipment Replacement/Upgrade	\$200,000.00	Fiscal Year 2020-2021 through Fiscal Year 2021-2022

Parks and Recreation

Mr. Jesus Meza, Assistant Director of Parks and Recreation, presented his CIP's and gave a summary of each project. The following are the projects, costs and the fiscal year projection for start and completion of the projects. A copy of the CIP's spreadsheet is included in the complete agenda packet on file in the Office of the City Clerk.

Project Name	Estimated Cost	Fiscal Year(s)
Scoreboard (F1 Ballfield)	\$30,000.00	Fiscal Year 2018-2019
Retention Area (Block Fencing)	\$60,000.00	Fiscal Year 2018-2019 through Fiscal Year 2020-2021
Joe Orduño Remodel Project	\$40,000.00	Fiscal Year 2018-2019 through Fiscal Year 2019-2020
Senior Activity Center Expansion	\$350,000.00	Fiscal Year 2019-2020
Joe Orduño Park Entrance Sign	\$20,000.00	Fiscal Year 2018-2019
Master Plan for Parks and Pathway	\$60,000.00	Fiscal Year 2018-2019
9B Pathway Lighting	\$60,000.00	Fiscal Year 2018-2019 through Fiscal Year 2020-2021
Water Feature and Pond Project (PPEP Park)	\$240,000.00	Fiscal Year 2018-2019
Park Lights (7 th Avenue and San Luis Lane)	\$200,000.00	Fiscal Year 2020-2021
Youth Center Addition (Multi-Purpose Room)	\$500,000.00	FY 2020-2021
Veterans Park	\$150,000.00	Fiscal Year 2019-2020
New East Park Area (next to gas stations)	\$1.5 million	Fiscal Year 2019-2020
New West Park Area (next to post office)	\$286,000.00	Fiscal Year 2019-2020

Pedestrian Bridge	\$600,000.00	Fiscal Year 2022-2023
Shade Structures	\$20,000.00	Fiscal Year 2018-2019 through Fiscal Year 2022-2023
Cultural Center Expansion Project	\$315,000.00	Fiscal Year 2018-2019

Police Department

Mr. Richard Jessup, Acting Chief of Police, presented his CIP's and gave a summary of each project. The following are the projects, costs and the fiscal year projection for start and completion of the projects. A copy of the CIP's spreadsheet is included in the complete agenda packet on file in the Office of the City Clerk.

Project Name	Estimated Cost	Fiscal Year(s)
Replacement of obsolete portable radios for Police and Fire Departments	\$182,000.00	Fiscal Year 2018-2019 through Fiscal Year 2024-2025
Joint venture with Fire Department for shooting range and substation development	\$500,000.00	Fiscal Year 2020-2021 through Fiscal Year 2021-2022
Patrol Vehicle purchase	\$47,850.00	Fiscal Year 2018-2019
Animal Control Vehicle	\$49,460.00	Fiscal Year 2018-2019
Mobile Data Computers for Patrol	\$25,000.00	Fiscal Year 2018-2019
911 Recording software purchase	\$15,000.00	Fiscal Year 2018-2019
Evidence Room Upgrades	\$10,000.00	Fiscal Year 2019-2020
Police and Fire Departments perimeter security enhancements	\$750,000.00	Fiscal Year 2019-2020 through Fiscal Year 2020-2021

Public Works Department

Mr. Eulogio Vera, Director of Public Works, presented his CIP's and gave a summary of each project. The following are the projects, costs and the fiscal year projection for start and completion of the projects. A copy of the CIP's spreadsheet is included in the complete agenda packet on file in the Office of the City Clerk.

HURF Division

Project Name	Estimated Cost	Fiscal Year(s)
10 th Avenue Widening Project-between County 22 nd and Juan Sanchez Blvd.	\$500,000.00	Fiscal Year 2018-2019
10 th Avenue and Juan Sanchez Blvd. Intersection Expansion and Traffic Signal	\$450,000.00	Fiscal Year 2018-2019
4 th Street and County 22 nd Street Intersection Expansion and Traffic Signal	\$400,000.00	Fiscal Year 2018-2019
Sidewinder Road and County 22 nd Street Intersection Widening	\$110,000.00	Fiscal Year 2018-2019
Merrill Avenue Reconstruction Project between Los Oros Street and County 22 nd Street	\$350,000.00	Fiscal Year 2019-2020
4 th Street Widening Project between Juan Sanchez Blvd. and County 22 nd Street	\$600,000.00	Fiscal Year 2020-2021
County 24 th Street Pavement Project between 10 th Avenue and Avenue F ½	\$700,000.00	Fiscal Year 2020-2021
County 22 nd Street between Sidewinder Road and Main Street Widening Project	\$1,000,000.00	Fiscal Year 2021-2022
Port of Entry I Exit Reconstruction	\$500,000.00	Fiscal Year 2021-2022

Solid Waste Division

Project Name	Estimated Cost	Fiscal Year(s)
New Solid Waste Truck	\$300,000.00	Fiscal Year 2018-2019
Retrofit Ex-Truck with rear loader	\$120,000.00	Fiscal Year 2018-2019

Water Division

Project Name	Estimated Cost	Fiscal Year(s)
Water Storage Tank Rehabilitation Project	\$475,000.00	Fiscal Year 2018-2019 and Fiscal Year 2020-2021
Well Site #6 – VFD Project	\$400,000.00	Fiscal Year 2018-2019 and Fiscal Year 2019-2020
SCADA System Project	\$500,000.00	Fiscal Year 2019-2020

Water Division continues

Project Name	Estimated Cost	Fiscal Year(s)
East San Luis-New Water Main Loop Project	\$450,000.00	Fiscal Year 2019-2020
Abandon Wellsite #1 & #2	\$50,000.00	Fiscal Year 2019-2020
Public Works Yard Well and Treatment Project	\$2,000,000.00	Fiscal Year 2018-2019 through Fiscal Year 2021-2022

Waste Water Division

Project Name	Estimated Cost	Fiscal Year(s)
Lift Station 300-Submersible Pump Replacement Project	\$55,000.00	Fiscal Year 2018-2019
Odor Control Mitigation Project	\$325,000.00	Fiscal Year 2018-2019 through Fiscal Year 2020-2021
Manhole Rehabilitation Project	\$600,000.00	Fiscal Year 2018-2019 through Fiscal Year 2022-2023
West Wastewater Treatment Plant-Building Expansion	\$160,000.00	Fiscal Year 2018-2019
New Sewer Vacuum Truck	\$400,000.00	Fiscal Year 2018-2019
SCADA System Project	\$500,000.00	Fiscal Year 2019-2020
West Wastewater Treatment Plant Rehabilitation Project	\$1,500,000.00	Fiscal Year 2019-2020 through Fiscal Year 2022-2023

Fleet Services Division

Project Name	Estimated Cost	Fiscal Year(s)
New Fleet Building-Phase 1	\$900,000.00	Fiscal Year 2018-2019
New Fleet Building-Phase 2	\$900,000.00	Fiscal Year 2019-2020

Mr. Tadeo A. De La Hoya, City Manager, stated this project would help evaluate potential future projects. He mentioned that with the current re-financing of the bonds and the city saving approximately \$5 million, would help to stabilize and consolidate debt. This project will help preserve the structure for future needs, and public funds will be utilized efficiently and proactively. He mentioned that this project is just a draft as staff still needs to review funding and revenue sources. This will be a 5-year plan that will re-arrange the priorities if Council directs staff to move forward. Furthermore, he stated that this would help review the impact fees and rates. He informed that the total for this plan is \$36 million with the breakdown as follows:

SOURCE	FY 18-19	FY 19-20	FY 20-21	FY 21-22	FY 22-23	TOTAL CIP
Assessments	60,000.00	60,000.00	60,000.00	220,000.00	20,000.00	420,000.00
CDBG	0.00	400,000.00	0.00	0.00	0.00	400,000.00
ENT Fund	120,000.00	1,420,000.00	2,695,000.00	1,170,000.00	995,000.00	6,400,000.00
GEN Fund	2,367,050.00	12,360,850.00	2,339,000.00	3,962,000.00	2,092,000.00	23,120,900.00
Grants	0.00	0.00	0.00	0.00	0.00	0.00
HURF	0.00	1,460,000.00	350,000.00	1,300,000.00	1,500,000.00	4,610,000.00
Impact Fees	440,000.00	605,000.00	50,000.00	0.00	0.00	1,095,000.00
IMP District	0.00	0.00	0.00	0.00	0.00	0.00
Other	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL EXP	\$2,987,050.00	\$16,305,850.00	\$5,494,000.00	\$6,652,000.00	\$4,607,000.00	\$36,045,900.00

Mr. De La Hoya informed that staff did a preliminary assessment for the City of San Luis in which the city might be able to save approximately \$7 million. He mentioned that in the presentations done during this meeting there was one department that was not included and that a presentation will be done during this meeting.

Mr. Jorge Perez, Billing and Collections Manager, made a power point presentation a copy of this presentation is filed with the complete agenda packet in the Office of the City Clerk.

Mayor Gerardo Sanchez thanked City Manager and staff for their presentations. He asked staff to work together to keep up the good work.

3. ADJOURNMENT

MOTION: Council Member Africa Luna-Carrasco/Council Member Gloria Torres to adjourn the meeting at approximately 12:35 p.m. Motion passed unanimously.



AGENDA ITEM REVIEW FORM

Regular City Council Meeting

4.B.

Meeting Date: 01/24/2018

Summary

DISBURSEMENTS FROM JANUARY 1, 2018 THROUGH JANUARY 2018

Total Disbursements \$722,151.62

(Seven Hundred Twenty-Two Thousand, One Hundred Fifty-One Dollars and Sixty-Two Cents)

Attachments

Disbursements 1/27/2018



City of San Luis

Finance Department

COUNCIL MEETING JANUARY 24, 2018
Disbursement Reports from 1/1/2018 to 1/12/2018

<u>Bank Accounts</u>	<u>Check Date</u>	<u>Amount</u>	<u>Schedule</u>
Accounts Payable Check Account	1/4/2018	\$ 127,574.66	Schedule A
Payroll Check Account	1/10/2018	\$ 254,399.23	Schedule B
Accounts Payable Check Account	1/11/2018	\$ 340,177.73	Schedule C

Total Disbursements: \$ 722,151.62

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

For Council approval on: _____

Mayor: _____

Council: _____

CITY OF SAN LUIS
OFFICE OF THE CITY CLERK

2018 JAN 17 A 9:25

RECEIVED

Schedule A

City of San Luis

Payment Register

From Payment Date: 1/2/2018 - To Payment Date: 1/4/2018

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
					Reconciled	0	\$0.00	\$0.00	
					Voided	0	\$0.00	\$0.00	
					Stopped	0	\$0.00	\$0.00	
					Total	83	\$127,574.66	\$0.00	
<hr/>									
		All			Status	Count	Transaction Amount	Reconciled Amount	
					Open	83	\$127,574.66	\$0.00	
					Reconciled	0	\$0.00	\$0.00	
					Voided	0	\$0.00	\$0.00	
					Stopped	0	\$0.00	\$0.00	
					Total	83	\$127,574.66	\$0.00	
<hr/>									
Grand Totals:		Checks			Status	Count	Transaction Amount	Reconciled Amount	
					Open	83	\$127,574.66	\$0.00	
					Reconciled	0	\$0.00	\$0.00	
					Voided	0	\$0.00	\$0.00	
					Stopped	0	\$0.00	\$0.00	
					Total	83	\$127,574.66	\$0.00	
<hr/>									
		All			Status	Count	Transaction Amount	Reconciled Amount	
					Open	83	\$127,574.66	\$0.00	
					Reconciled	0	\$0.00	\$0.00	
					Voided	0	\$0.00	\$0.00	
					Stopped	0	\$0.00	\$0.00	
					Total	83	\$127,574.66	\$0.00	

Prepared By:
Maggie Dominguez
 Date: *1/4/18*
C

Payment Register

From Payment Date: 1/2/2018 - To Payment Date: 1/4/2018

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference	
83099	01/04/2018	Open			Accounts Payable	DESERT WATER	\$87.45			
83100	01/04/2018	Open			Accounts Payable	FERTIZONA-YUMA L.L.C.	\$2,811.86			
83101	01/04/2018	Open			Accounts Payable	GCI CONSTRUCTION & INSPECTIONS, LLC	\$300.00			
83102	01/04/2018	Open			Accounts Payable	GUARDIAN MEDICAL PRODUCTS, LLC	\$45.99			
83103	01/04/2018	Open			Accounts Payable	GUST ROSENFELD P.L.C.	\$1,119.60			
83104	01/04/2018	Open			Accounts Payable	GUZMAN, FRANCISCA	\$75.00			
83105	01/04/2018	Open			Accounts Payable	HILL BROTHERS CHEMICAL CO.	\$5,782.95			
83106	01/04/2018	Open			Accounts Payable	INTERSTATE BATTERY OF YUMA	\$506.52			
83107	01/04/2018	Open			Accounts Payable	KANAWHA INSURANCE CO.	\$339.42			
83108	01/04/2018	Open			Accounts Payable	LEGROS, BRIAN, SEAN	\$120.00			
83109	01/04/2018	Open			Accounts Payable	LEXIS NEXIS RISK DATA MANAGEMENT INC.	\$110.71			
83110	01/04/2018	Open			Accounts Payable	MASSMUTUAL FINANCIAL GROUP	\$120.00			
83111	01/04/2018	Open			Accounts Payable	MEMBERSHIP LOCKBOX 4047	\$1,861.00			
83112	01/04/2018	Open			Accounts Payable	NICKLAUS ENGINEERING	\$12,690.00			
83113	01/04/2018	Open			Accounts Payable	PIRAMIDE CONSTRUCTION	\$900.00			
83114	01/04/2018	Open			Accounts Payable	PREPAID LEGAL SERVICES	\$144.50			
83115	01/04/2018	Open			Accounts Payable	PURCELL TIRE CO.	\$896.10			
83116	01/04/2018	Open			Accounts Payable	QUIÑONES TIRES LLC	\$145.00			
83117	01/04/2018	Open			Accounts Payable	QUINONEZ, FRANCISCO	\$300.00			
83118	01/04/2018	Open			Accounts Payable	R.L. JONES INSURANCE SERVICES INC.	\$354.00			
83119	01/04/2018	Open			Accounts Payable	RAIN FOR RENT	\$5,783.07			
83120	01/04/2018	Open			Accounts Payable	RAMON MOSQUEDA	\$27.00			
83121	01/04/2018	Open			Accounts Payable	REDBURN TIRE COMPANY	\$3,479.13			
83122	01/04/2018	Open			Accounts Payable	RODRIGUEZ, STEPHANIE	\$195.00			
83123	01/04/2018	Open			Accounts Payable	SAN DIEGO POLICE EQUIPMENT CO.	\$3,543.22			
83124	01/04/2018	Open			Accounts Payable	SAN LUIS INDUSTRIAL PARK, LLC	\$3,329.70			
83125	01/04/2018	Open			Accounts Payable	SIGN MASTERS	\$171.83			
83126	01/04/2018	Open			Accounts Payable	SOUTH YUMA COUNTY LANDFILL	\$14,845.72			
83127	01/04/2018	Open			Accounts Payable	SPECTRUM BUSINESS	\$116.03			
83128	01/04/2018	Open			Accounts Payable	STANDARD INSURANCE CO.	\$1,684.90			
83129	01/04/2018	Open			Accounts Payable	SUN RENTAL AND SALES INC.	\$698.32			
83130	01/04/2018	Open			Accounts Payable	THE LOCKSMITH CO./ THOMPSON, PABLO, A	\$30.00			
83131	01/04/2018	Open			Accounts Payable	UNITED FIRE	\$215.45			
83132	01/04/2018	Open			Accounts Payable	UNITED ROTARY BRUSH CORP	\$3,090.36			
83133	01/04/2018	Open			Accounts Payable	URIAS, RAYMOND	\$425.00			
83134	01/04/2018	Open			Accounts Payable	V & V ELECTRIC LLC	\$5,280.00			
83135	01/04/2018	Open			Accounts Payable	YUMA NURSERY SUPPLY	\$715.52			
83136	01/04/2018	Open			Accounts Payable	YUMA PRINTING & GRAPHIC DEPT.	\$1,423.86			
83137	01/04/2018	Open			Accounts Payable	YUMA WINLECTRIC CO.	\$769.56			
83138	01/04/2018	Open			Accounts Payable	YUMA WINNELSON CO.	\$4,206.06			
Type Check Totals:										
1BYPAYABLE - 1st BY Accounts Payable Totals							83 Transactions	\$127,574.66		

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	83	\$127,574.66	\$0.00

Payment Register

From Payment Date: 1/2/2018 - To Payment Date: 1/4/2018

Number	Date	Status	Void Reason	Reconciled/ -Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
1BYPAYABLE - 1st BY Accounts Payable									
<u>Check</u>									
83056	01/04/2018	Open			Accounts Payable	CASTILLO, JUAN	\$81.30		
83057	01/04/2018	Open			Accounts Payable	CASTRO, GRETA	\$217.00		
83058	01/04/2018	Open			Accounts Payable	CELAYA, PAOLA	\$20.00		
83059	01/04/2018	Open			Accounts Payable	CORNELIO, SONIA	\$217.00		
83060	01/04/2018	Open			Accounts Payable	ESPINOZA VERDUGO, SAMMYR	\$100.00		
83061	01/04/2018	Open			Accounts Payable	GARCIA, JESUS	\$219.00		
83062	01/04/2018	Open			Accounts Payable	GARCIA-BONILLA, ELIZABETH	\$217.00		
83063	01/04/2018	Open			Accounts Payable	GREEN D. HENRY	\$680.00		
83064	01/04/2018	Open			Accounts Payable	GUERRA, RUTH	\$900.00		
83065	01/04/2018	Open			Accounts Payable	HERRERA, LAURA	\$87.00		
83066	01/04/2018	Open			Accounts Payable	JACUINDE, TOMAS	\$40.00		
83067	01/04/2018	Open			Accounts Payable	LOPEZ, MELISSA	\$217.00		
83068	01/04/2018	Open			Accounts Payable	MARTINEZ, JOSE ALFREDO	\$140.00		
83069	01/04/2018	Open			Accounts Payable	MEDINA, JOSE	\$120.00		
83070	01/04/2018	Open			Accounts Payable	OCHOA, MARK	\$300.00		
83071	01/04/2018	Open			Accounts Payable	ROSADO, DAISY	\$133.00		
83072	01/04/2018	Open			Accounts Payable	RUIZ, CINDY	\$133.00		
83073	01/04/2018	Open			Accounts Payable	RUIZ, ANDREA	\$133.00		
83074	01/04/2018	Open			Accounts Payable	SANTANA, MARCO	\$238.00		
83075	01/04/2018	Open			Accounts Payable	SEGOVIA, ALMA	\$60.00		
83076	01/04/2018	Open			Accounts Payable	URQUIJO, SALVADOR	\$97.56		
83077	01/04/2018	Open			Accounts Payable	VALENZUELA, LEANDRO	\$81.30		
83078	01/04/2018	Open			Accounts Payable	VILLEGAS, LITZY	\$70.00		
83079	01/04/2018	Open			Accounts Payable	AED EVERYWHERE, INC.	\$3,590.00		
83080	01/04/2018	Open			Accounts Payable	AFLAC	\$4,337.30		
83081	01/04/2018	Open			Accounts Payable	ALBERT HOLLER & ASSOCIATES	\$2,000.00		
83082	01/04/2018	Open			Accounts Payable	ALSCO, INC	\$992.34		
83083	01/04/2018	Open			Accounts Payable	AMERICAN LEGAL PUBLISHING	\$205.00		
83084	01/04/2018	Open			Accounts Payable	ANGEL'S TOWING SERVICE/AUTO SALES	\$375.00		
83085	01/04/2018	Open			Accounts Payable	APPLIED PRODUCTS GROUP LLC	\$362.93		
83086	01/04/2018	Open			Accounts Payable	ARCTIC GLACIER USA INC	\$118.16		
83087	01/04/2018	Open			Accounts Payable	ARIZONA EMERGENCY PRODUCTS, INC.	\$101.71		
83088	01/04/2018	Open			Accounts Payable	ARIZONA MUNICIPAL CLERK'S ASSOCIATION	\$50.00		
83089	01/04/2018	Open			Accounts Payable	ARIZONA WESTERN COLLEGE	\$102.75		
83090	01/04/2018	Open			Accounts Payable	BORDER CONSTRUCTION SPECIALTIES	\$752.94		
83091	01/04/2018	Open			Accounts Payable	BOUND TREE MEDICAL, LLC.	\$419.16		
83092	01/04/2018	Open			Accounts Payable	CENTURYLINK	\$1,267.00		
83093	01/04/2018	Open			Accounts Payable	CITY OF SOMERTON	\$12,575.20		
83094	01/04/2018	Open			Accounts Payable	CITY OF YUMA	\$15,849.62		
83095	01/04/2018	Open			Accounts Payable	CLEAR CHANNEL AIRPORTS	\$167.79		
83096	01/04/2018	Open			Accounts Payable	CRAFCO INC.	\$779.94		
83097	01/04/2018	Open			Accounts Payable	CSC OF YUMA	\$181.83		
83098	01/04/2018	Open			Accounts Payable	DESERT DOCUMENT SHREDDERS, LLC	\$105.00		



Schedule B

Pay Day Register

Pay Date Range 12/23/17 - 01/05/18

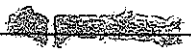
Pay Batch 201801

U.S. MEX DENTAL - EE &	84.64
UNITED WAY	19.00
US & MEX DENTAL= FAMILY	634.08
US & MEX HEALTH = C	6,141.80
US & MEX HEALTH = FAMILY	4,124.70
US & MEX HEALTH = SP	898.80
VSP - VISION FAMILY	627.30
Net	<u>\$254,399.23</u>

.00 MUNICIPAL/ TOWN/	75.22	4,298.39
.00 PARKS- NOC ALL EMPLOYEES	435.32	14,042.52
.00 POLICE OFFICERS	3,369.27	76,923.92
.00 RECREATION- ALL EMPLOYEES/	199.80	14,582.17
.00 SEWAGE DISPOSAL/ PLANT	667.73	19,410.65
.00 Street or Road Construction	1,212.78	15,103.23
.00 WATERWORKS OPERATIONS	491.18	14,154.99
Total	<u>\$10,238.95</u>	

Direct Deposits	Amount
1st Bank Yuma	19,277.20
ACADEMY BANK	1,442.22
Bank of America	400.00
Chase Bank	113,106.93
CHASE BANK CA	2,540.19
CHASE BANK MORGAN	1,260.74
chase bank somerton	1,868.26
chase centro	656.96
Federal Credit Union	30,330.45
FEDERAL CREDIT UNION DS	917.74
HUGHES FCU	100.00
National Bank	500.00
Navy Federal	6,188.66
NetSpend Corporation DD	120.00
NORTH ISLAND CREDIT UNION	975.11
Sunbank	100.00
US Bank	668.37
WASHINGTON FEDERAL	867.37
Wells Fargo	48,497.22
Total	<u>\$229,817.42</u>

Check \$24,581.81



City of San Luis

Payment Register

From Payment Date: 1/8/2018 - To Payment Date: 1/11/2018

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
					Open	81	\$340,177.73	\$0.00	
					Reconciled	0	\$0.00	\$0.00	
					Voided	0	\$0.00	\$0.00	
					Stopped	0	\$0.00	\$0.00	
					Total	81	\$340,177.73	\$0.00	
		All			Status	Count	Transaction Amount	Reconciled Amount	
					Open	81	\$340,177.73	\$0.00	
					Reconciled	0	\$0.00	\$0.00	
					Voided	0	\$0.00	\$0.00	
					Stopped	0	\$0.00	\$0.00	
					Total	81	\$340,177.73	\$0.00	
Grand Totals:					Checks				
					Status	Count	Transaction Amount	Reconciled Amount	
					Open	81	\$340,177.73	\$0.00	
					Reconciled	0	\$0.00	\$0.00	
					Voided	0	\$0.00	\$0.00	
					Stopped	0	\$0.00	\$0.00	
					Total	81	\$340,177.73	\$0.00	
		All			Status	Count	Transaction Amount	Reconciled Amount	
					Open	81	\$340,177.73	\$0.00	
					Reconciled	0	\$0.00	\$0.00	
					Voided	0	\$0.00	\$0.00	
					Stopped	0	\$0.00	\$0.00	
					Total	81	\$340,177.73	\$0.00	

Prepared By:
Maggie Dominguez
 Date: *1/11/18*
C

Payment Register

From Payment Date: 1/8/2018 - To Payment Date: 1/11/2018

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
1BYPAYABLE - 1st BY Accounts Payable									
<u>Check</u>									
83139	01/08/2018	Open			Accounts Payable	DUENAS, DEREK	\$217.00		
83140	01/08/2018	Open			Accounts Payable	DUMADAG, JONATHAN	\$217.00		
83141	01/08/2018	Open			Accounts Payable	INTERNAL REVENUE SERVICE	\$1,136.36		
83142	01/08/2018	Open			Accounts Payable	ALONSO, FRANCIA	\$87.00		
83143	01/08/2018	Open			Accounts Payable	LOPEZ, ENRIQUE	\$227.00		
83144	01/08/2018	Open			Accounts Payable	RAMIREZ, ANGEL	\$151.00		
83145	01/08/2018	Open			Accounts Payable	SOSA, DOMINGO	\$103.00		
83146	01/08/2018	Open			Accounts Payable	STANDARD INSURANCE COMPANY	\$6,816.09		
83147	01/08/2018	Open			Accounts Payable	AUTOZONE STORES, INC	\$5,490.03		
83148	01/08/2018	Open			Accounts Payable	DESERT WATER	\$310.50		
83149	01/08/2018	Open			Accounts Payable	O'REILLY AUTO PARTS	\$2,930.14		
83150	01/10/2018	Open			Accounts Payable	YUMA COUNTY DEVELOPMENT SERVICES	\$900.00		
83151	01/11/2018	Open			Accounts Payable	GUERRA, RUTH	\$400.00		
83152	01/11/2018	Open			Accounts Payable	RALPH VELEZ CONSULTING SERVICES	\$4,387.50		
83153	01/11/2018	Open			Accounts Payable	AIRGAS-WEST	\$546.15		
83154	01/11/2018	Open			Accounts Payable	ANGEL'S TOWING SERVICE/AUTO SALES	\$675.00		
83155	01/11/2018	Open			Accounts Payable	APPLIED PRODUCTS GROUP LLC	\$10,337.29		
83156	01/11/2018	Open			Accounts Payable	ARIZONA GLOVE AND SAFETY	\$734.47		
83157	01/11/2018	Open			Accounts Payable	ARIZONA MUNICIPAL RISK	\$110,161.00		
83158	01/11/2018	Open			Accounts Payable	ARIZONA REFUSE SALES, LLC	\$806.45		
83159	01/11/2018	Open			Accounts Payable	BINGHAM AUTO & TRUCK PARTS	\$368.70		
83160	01/11/2018	Open			Accounts Payable	BOUND TREE MEDICAL, LLC.	\$419.16		
83161	01/11/2018	Open			Accounts Payable	CDWG	\$415.55		
83162	01/11/2018	Open			Accounts Payable	FERGUSON WATERWORKS	\$246.88		
83163	01/11/2018	Open			Accounts Payable	FREIGHTLINER OF ARIZONA, LLC	\$113.85		
83164	01/11/2018	Open			Accounts Payable	GONZALEZ, SANTIAGO, A	\$401.09		
83165	01/11/2018	Open			Accounts Payable	GUARDIAN MEDICAL PRODUCTS, LLC	\$3,646.63		
83166	01/11/2018	Open			Accounts Payable	HEINFELD, MEECH & CO., P.C.	\$4,989.00		
83167	01/11/2018	Open			Accounts Payable	HENDERSON, CYNTHIA	\$108.00		
83168	01/11/2018	Open			Accounts Payable	HERNANDEZ, IBETT	\$108.00		
83169	01/11/2018	Open			Accounts Payable	ID WHOLESALER	\$885.95		
83170	01/11/2018	Open			Accounts Payable	INTERNATIONAL INSTITUTE OF	\$100.00		
83171	01/11/2018	Open			Accounts Payable	JAMES COOKE & HOBSON INC.	\$528.19		
83172	01/11/2018	Open			Accounts Payable	JAMES DAVEY AND ASSOCIATES	\$2,222.30		
83173	01/11/2018	Open			Accounts Payable	LAWSON PRODUCTS INC.	\$313.75		
83174	01/11/2018	Open			Accounts Payable	LESLIE'S POOL SUPPLY INC.	\$64.78		
83175	01/11/2018	Open			Accounts Payable	LOWE'S HIW, INC.	\$4,139.40		
83176	01/11/2018	Open			Accounts Payable	MASTER AUTO GLASS LLC	\$850.07		
83177	01/11/2018	Open			Accounts Payable	MCNEECE BROS. OIL COMPANY, INC	\$23,348.94		
83178	01/11/2018	Open			Accounts Payable	PITNEY BOWES CREDIT CORP	\$481.34		
83179	01/11/2018	Open			Accounts Payable	PLAZA PAINT STORE	\$180.68		
83180	01/11/2018	Open			Accounts Payable	POLAR ICE LLC	\$316.08		
83181	01/11/2018	Open			Accounts Payable	PRIORITY WELL SERVICE INC.	\$632.53		

Payment Register

From Payment Date: 1/8/2018 - To Payment Date: 1/11/2018

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
83182	01/11/2018	Open			Accounts Payable	PROFESSIONAL PEST CONTROL LLC	\$85.00		
83183	01/11/2018	Open			Accounts Payable	PURCELL TIRE CO.	\$1,035.63		
83184	01/11/2018	Open			Accounts Payable	QUINONEZ, FRANCISCO	\$1,135.00		
83185	01/11/2018	Open			Accounts Payable	R&M ELECTRIC SUPPLY LLC	\$2,947.88		
83186	01/11/2018	Open			Accounts Payable	RDO EQUIPMENT CO.	\$997.69		
83187	01/11/2018	Open			Accounts Payable	REDBURN TIRE COMPANY	\$1,077.01		
83188	01/11/2018	Open			Accounts Payable	RUSH TRUCK CENTER	\$563.90		
83189	01/11/2018	Open			Accounts Payable	SAFETY-KLEEN CORPORATION	\$381.13		
83190	01/11/2018	Open			Accounts Payable	SAM'S CLUB	\$2,387.02		
83191	01/11/2018	Open			Accounts Payable	SAN LUIS SPEAR POINT SOLAR I, LLC	\$15,449.16		
83192	01/11/2018	Open			Accounts Payable	SANFORD, JAMES	\$962.06		
83193	01/11/2018	Open			Accounts Payable	SMITTY'S BODY SHOP	\$4,607.85		
83194	01/11/2018	Open			Accounts Payable	SPECTRUM BUSINESS	\$35.00		
83195	01/11/2018	Open			Accounts Payable	STATE BAR OF ARIZONA	\$340.00		
83196	01/11/2018	Open			Accounts Payable	TOSHIBA FINANCIAL SERVICES	\$858.87		
83197	01/11/2018	Open			Accounts Payable	UNITED LABORATORIES INC.	\$1,500.00		
83198	01/11/2018	Open			Accounts Payable	VERZIA, INC.	\$3,944.37		
83199	01/11/2018	Open			Accounts Payable	WAXIE SANITARY SUPPLY	\$2,265.55		
83200	01/11/2018	Open			Accounts Payable	WIZARD EDUCATION	\$55,385.00		
83201	01/11/2018	Open			Accounts Payable	YUMA COUNTY HUMANE SOCIETY	\$8,348.00		
83202	01/11/2018	Open			Accounts Payable	YUMA COUNTY RECORDER	\$161.50		
83203	01/11/2018	Open			Accounts Payable	YUMA PRINTING & GRAPHIC DEPT.	\$264.65		
83204	01/11/2018	Open			Accounts Payable	YUMA WINNELSON CO.	\$43.63		
83205	01/11/2018	Open			Accounts Payable	CALIFORNIA STATE DISBURSEMENT UNIT	\$160.61		
83206	01/11/2018	Open			Accounts Payable	CHARGO PA, GURSTEL	\$52.21		
83207	01/11/2018	Open			Accounts Payable	CHILD SUPPORT SERVICES	\$274.62		
83208	01/11/2018	Open			Accounts Payable	FOP/ALC	\$255.00		
83209	01/11/2018	Open			Accounts Payable	INTERNAL REVENUE SERVICE	\$50.00		
83210	01/11/2018	Open			Accounts Payable	PUBLIC SAFETY PERSONNEL RET SY	\$156.33		
83211	01/11/2018	Open			Accounts Payable	SAN LUIS POLICE OFFICERS ASSOC	\$480.00		
83212	01/11/2018	Open			Accounts Payable	SUPPORT PAYMENT CLEARINGHOUSE	\$3,781.24		
83213	01/11/2018	Open			Accounts Payable	TIAA-CREF INDIVIDUAL & INSTITUTIONAL SERVICES	\$470.00		
83214	01/11/2018	Open			Accounts Payable	UNITED WAY OF YUMA COUNTY INC.	\$19.00		
83215	01/11/2018	Open			Accounts Payable	UNITED YUMA FIRE FIGHTERS- IAFF	\$650.00		
83216	01/11/2018	Open			Accounts Payable	BINGHAM AUTO & TRUCK PARTS	\$154.69		
83217	01/11/2018	Open			Accounts Payable	CENTURYLINK	\$3,834.24		
83218	01/11/2018	Open			Accounts Payable	PURCHASE POWER	\$1,023.07		
83219	01/11/2018	Open			Accounts Payable	YUMA VALLEY CONTRACTORS	\$32,526.97		
Type Check Totals:									
1BYPAYABLE - 1st BY Accounts Payable Totals						81 Transactions	\$340,177.73		

Checks	Status	Count	Transaction Amount	Reconciled Amount
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AGENDA ITEM REVIEW FORM

Regular City Council Meeting

5.A.

Meeting Date: 01/24/2018

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

ITEM:

Discussion and possible action on any and all matters regarding Subdivision Case No. 2017-0738F. A request by Riedel Holdings LLC, property owner, for the final plat approval for Santa Cecilia No. 2 Subdivision. The property is located at the northwest corner of County 24th Street and 20th Avenue, Assessor's Parcel No. 227-10-012, San Luis, Arizona. **(Jose A. Guzman, Acting Director of Planning and Zoning)**

SUMMARY:

The subject property is located on the east mesa of the City of San Luis; west side of 20th Avenue between Aracely Street and County 24th Street. The properties to the north and west are zoned Medium Density Residential (R1-6) and two new subdivisions are under construction, Bienestar 9A Phase 2 to the north and Santa Cecilia No. 1 Subdivision to the west. The south and east properties adjacent to the project are undeveloped land and zoned as Medium-High Density Residential (R-2).

ANALYSIS:

As an effort to alleviate the demand for bigger houses the City Council approved Ordinance No. 347, an ordinance to set up the minimum lot size to 6,000 square feet. After this ordinance was adopted single detached dwellings are no longer allowed in Medium-High Density Residential (R-2) zoning district. This property was rezoned from Medium-High Density (R-2) to Medium Density Residential (R1-6) in order to allow the construction of the proposed subdivision (Rezoning Case No. 2017-0546).

The proposed subdivision consists of approximately 33 acres to be divided into 168 lots and 1 tract for a retention basin. The lots will range in size from 6,000 square feet to 10,369 square feet.

In 2007, the Arizona Legislature adopted legislation that required municipalities to certify that all new subdivisions had an assured 100-year water supply. On February 11, 2011, the City of San Luis was designated by the Arizona Department of Water Resources (ADWR) as having a 100-year adequate water supply. Consequently, individual subdivisions do not have to submit additional certification.

GENERAL PLAN:

This area is designated as Neighborhood in the City of San Luis 2020 General Plan. The activities proposed will be consistent with that designation (Chapter 2, Page 19-20). The Neighborhood Land Use designation allows all types of residential development.

REVIEW:

As part of the review process, all land use cases are reviewed by various city and outside agencies. We have received comments from the following agencies:

1. City of San Luis Fire Department (12-18-17)

PLANNING AND ZONING COMMISSION MEETING:

This item was presented to the Planning and Zoning Commission at their regular meeting held on January 9, 2018. The Commission recommended approval of the request with the condition that the applicant addresses review comments from staff.

STAFF RECOMMENDATION:

The applicant provided the information and materials necessary for review of the final plat for Santa Cecilia No. 2 Subdivision.

Staff recommends approval of Subdivision Case No. 2017-0738F with the condition that the applicant addresses the letter from staff dated January 9, 2018, attached to this report.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO APPROVE THE FINAL PLAT FOR SANTA CECILIA NO. 2 SUBDIVISION ON THE CONDITION THAT THE APPLICANT COMPLY WITH THE ATTACHED LETTER FROM STAFF DATED JANUARY 9, 2018.

Supporting information not attached to the Agenda Item Review Form:

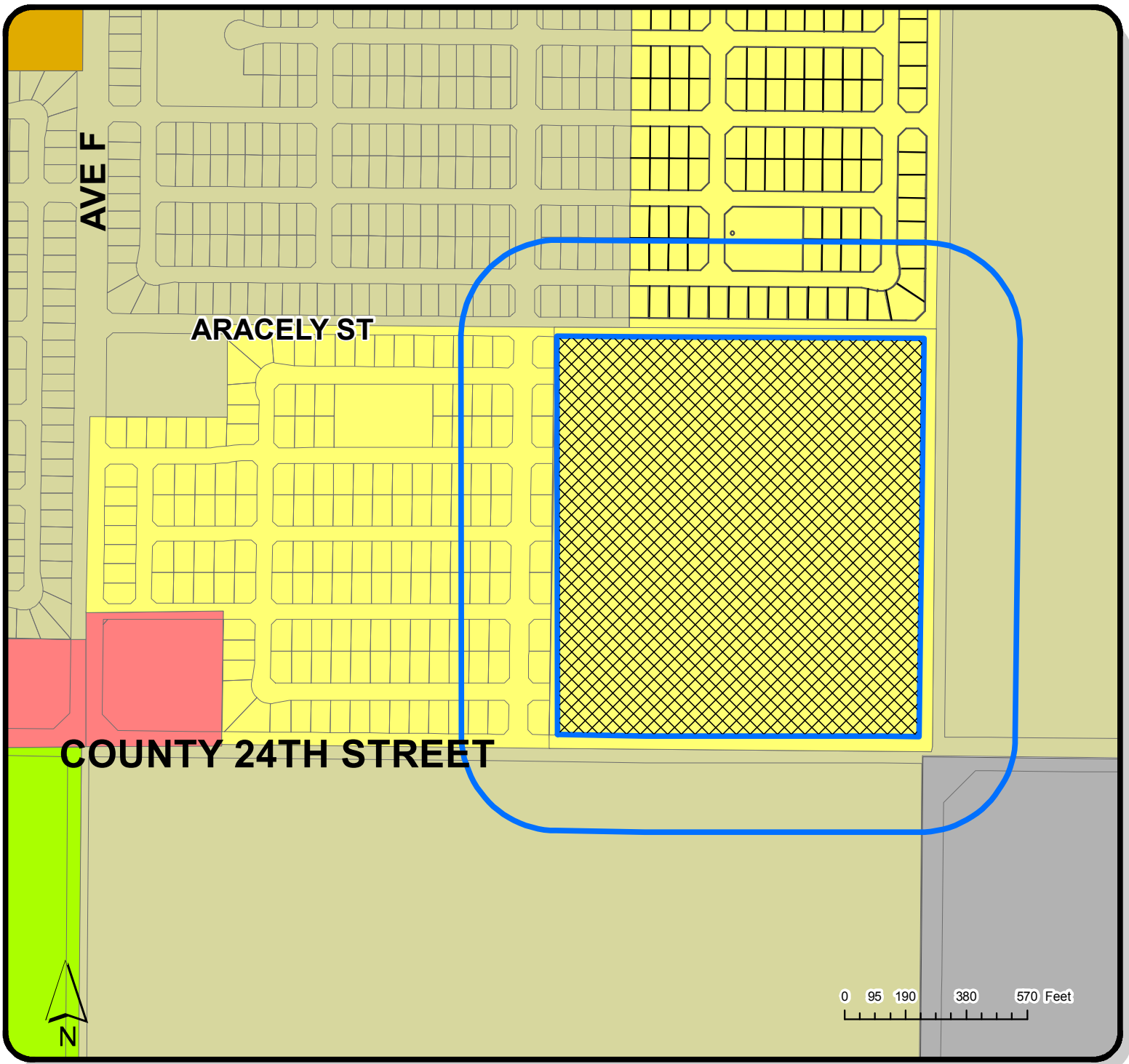
N/A

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
Picture of Location
Final Plat
Letter from staff (1-9-18)








LOCATION OF SUBJECT PROPERTY

Location Map

SUBDIVISION

 Santa Cecilia No.2 Subdivision Parcel: 227-10-012

Section: 10 Township: 11S Range: 24W BEG AT SW COR TH
 ELY 1447.50 FT ALONG S SEC LINE TH NLY 50 FT TO T0 POB
 TH NLY 1290.42 FT TH ELY 1153.93 FT ALONG S R/W LINE TH
 SLY 1240.41 FT TH WLY 1154.13 ALONG N R/W LINE TO POB
 AKA LOT 1C PER BORDER RANCHES LOT

- MULTIPLE RESIDENCE ZONING DISTRICTS
 -  R-2
 -  R-3
- INDUSTRIAL ZONING DISTRICTS
 -  I-1
- COMMERCIAL ZONING DISTRICTS
 -  C-2
- SINGLE RESIDENCE ZONING DISTRICTS
 -  RA-10

Date:
11/30/2017

Checked By:
ROMAN PACHECO

DEVELOPMENT SERVICES



GIS DIVISION

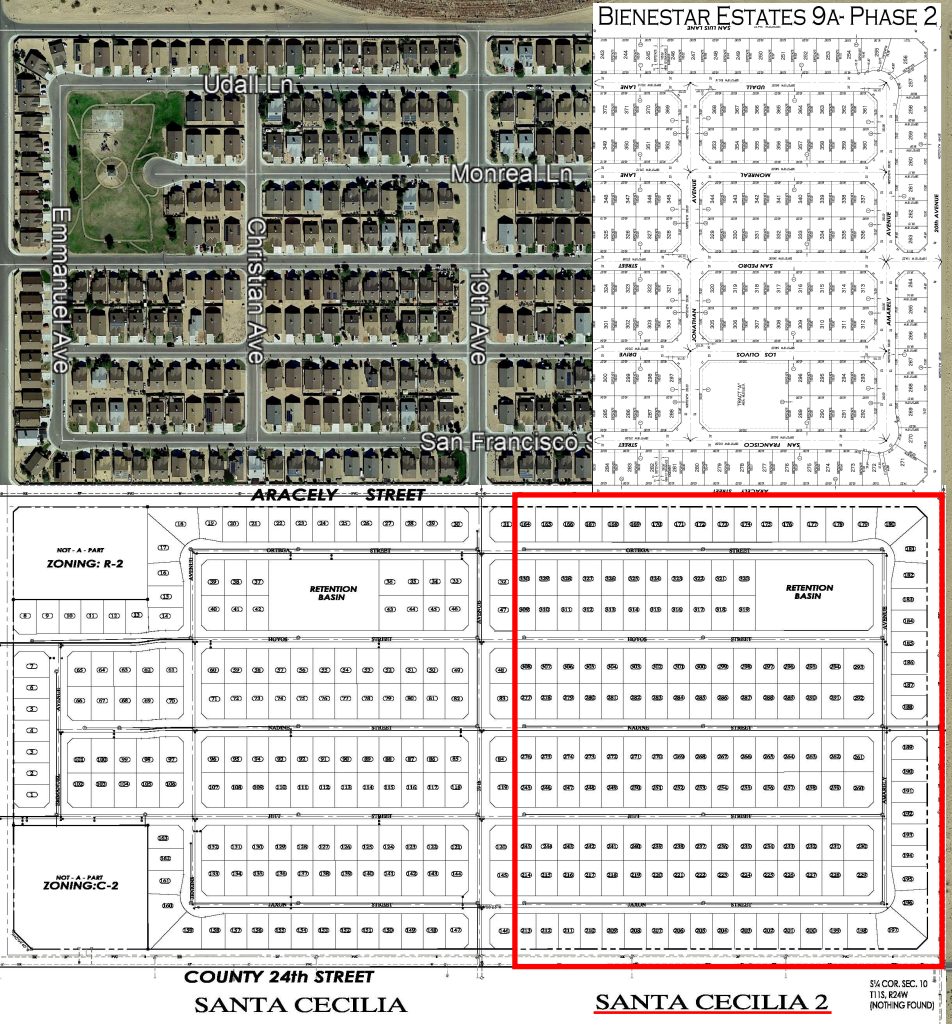
Prepared By:
IG

APPROVED BY:
JOSE A. GUZMAN

Case No.
2017-0738F

Subdivision Case No. 2017-0738F

Santa Cecilia No. 2 Subdivision



BIENESTAR ESTATES 9A- PHASE 2

Google Earth

© 2017 Google



2000 ft

SANTA CECILIA No. 2 SUBDIVISION

GENERAL NOTES

- STANDARDS AND SPECIFICATIONS**
ALL CONSTRUCTION IS TO BE IN ACCORDANCE WITH CITY OF SAN LUIS STANDARDS, INCLUDING THE ADOPTED CITY OF YUMA CONSTRUCTION STANDARD DETAIL DRAWINGS, THE MAG UNIFORM STANDARD SPECIFICATIONS AND THE CITY OF YUMA STANDARDS AND THE MAC SPECIFICATION, AND THE ARIZONA DEPARTMENT OF ENVIRONMENTAL QUALITY REGULATIONS, UNLESS OTHERWISE SPECIFICALLY NOTED ON THESE PLANS.
- UTILITIES**
IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO CONTACT THE BLUE STAKE CENTER AT 1-800-STAKE-IT TO EXACTLY LOCATE THE UNDERGROUND UTILITIES WITHIN THE CONSTRUCTION AREA TWO WORKING DAYS BEFORE ANY EXCAVATION BEGINS, OR THE INCLUSION OF UTILITY LOCATIONS ON THE PLANS IS NOT BE CONSIDERED AS THE NONEXISTENCE OF, OR A DEFINITE LOCATION OF, EXISTING UNDERGROUND UTILITIES. THE LOCATION OF UNDERGROUND UTILITIES ILLUSTRATED ON THE PLANS IS APPROXIMATE. THE CONTRACTOR SHALL ASSUME COMPLETE RESPONSIBILITY FOR DAMAGED UTILITIES.
- AS-BUILT DRAWINGS**
THE CONTRACTOR SHALL MAINTAIN ONE SET OF PLANS ON THE JOB SITE AND SHALL RECORD IN RED COLORED PENCIL ALL CASES WHERE ACTUAL FIELD CONSTRUCTION DIFFERS FROM WORK SHOWN ON THE PLANS. ALL CONCEALED WORK AND UTILITY LOCATIONS SHALL BE DIMENSIONED AND REFERENCED. THE MARKED-UP SET OF DRAWINGS SHALL BE DELIVERED TO THE ENGINEER UPON COMPLETION OF THE WORK WHICH SHALL REFLECT "AS-BUILT" MODIFICATIONS.
- DUST CONTROL**
DUE TO THE LOCATION OF THE WORK THE CONTRACTOR MUST MAKE SPECIAL EFFORTS TO CONTROL DUST DURING THE PROCESS OF THE WORK. DUST SHALL BE MAINTAINED TO A MINIMUM BY REGULAR APPLICATIONS OF WATER NECESSARY AND AS DIRECTED BY THE ENGINEER. AT THE CONCLUSION OF THE PROJECT, THE CONTRACTOR SHALL SWEEP THE STREETS TO REMOVE ALL LOOSE DIRT AND DUST RESULTING FROM THE CONSTRUCTION OPERATIONS.
- BARRICADES**
CONTRACTOR SHALL PROVIDE LIGHTED BARRICADES POSITIONED ON FOUR FOOT CENTER AROUND THE PERIMETER OF OPEN EXCAVATIONS AT THE CONCLUSION OF THE WORK DAY.
- CLEANUP**
THE CONTRACTOR SHALL REMOVE AND DISPOSE OF ALL UNCLASSIFIED EXCAVATION MATERIAL, EXISTING PAVEMENT, CONCRETE DEBRIS AND ALL OTHER MATERIAL RESULTING FROM DEMOLITION ACTIVITIES.
- PERMITS**
THE CONTRACTOR SHALL OBTAIN ALL NECESSARY PERMITS AND BUSINESS LICENSES AND SHALL NOTIFY THE CITY OF SAN LUIS, ARIZONA, AND EDAS ENGINEERING, INC. AT LEAST 72 HOURS PRIOR TO COMMENCING WORK AND AT LEAST 48 HOURS PRIOR TO REQUIRING AN INSPECTION.
- SANITARY FACILITIES**
IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO PROVIDE ADEQUATE SANITARY FACILITIES ON THE LOCATION OF THE PROJECT FOR USE BY THE CONTRACTOR'S EMPLOYEES.
- POWER LINES**
THE CONTRACTOR SHALL FAMILIARIZE THEMSELVES WITH OVERHEAD ELECTRIC LINE CONDITIONS AND TAKE NECESSARY PRECAUTIONS, TO PROTECT AGAINST INJURY AND DAMAGE DURING CONSTRUCTION.
- TRAFFIC CONTROL**
IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO PROVIDE AND MAINTAIN PROPER SIGNS, BARRICADES AND WARNING LIGHTS TO CONTROL THE TRAFFIC AND TO ASSURE THE PUBLIC'S HEALTH, WELFARE AND SAFETY. ALL DEVICES MUST CONFORM TO THE MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES.
- CHANGES**
THE CONTRACTOR SHALL NOTIFY THE CITY OF SAN LUIS, AZ. AND THE ENGINEER IMMEDIATELY OF ANY CONDITIONS REQUIRING CHANGE TO THE PLANS.
- ACCESS TO ADJACENT PROPERTY**
ACCESS TO ADJACENT PROPERTIES, CROSS STREETS OR USE OF STREETS SCHEDULED FOR IMPROVEMENT MUST BE REASONABLY MAINTAINED FOR NORMAL ACCESS AND LOCAL BUSINESSES AND RESIDENTS.
- CONSTRUCTION STAKING**
ALL CONSTRUCTION STAKING WILL BE PROVIDED BY THE CONTRACTOR. CONSTRUCTION STAKING MUST BE DONE BY A PROFESSIONAL ENGINEER OR LAND SURVEYOR.
- ANY ITEM OF WORK CALLED OUT BY THE CONTRACT PLANS OR SPECIFICATIONS AND NOT SPECIFICALLY NOTED AS A BID ITEM ON THE PROPOSAL SHALL BE CONSIDERED INCIDENTAL TO SAID BID ITEM.
- REFER TO SUBDIVISION PLAT FOR ALL BOUNDARY INFORMATION AND DIMENSIONS.
- THE CONTRACTOR WILL PROVIDE THE ENGINEER AND THE CITY OF SAN LUIS, AZ. WITH CERTIFIED COMPACTION, CONCRETE, AND LABORATORY TESTS AS REQUIRED BY THE CITY OF SAN LUIS STANDARD SPECIFICATIONS FOR ALL WORK WITHIN CITY OF SAN LUIS RIGHT-OF-WAYS PRIOR TO ACCEPTANCE OF THE PROJECT.
- ALL MATERIAL SUPPLIED MUST BE SUBMITTED AS "SUBMITTALS FOR CONSTRUCTION".
- IF THE CONTRACTOR FINDS ANY DISCREPANCY OR OMISSION IN THESE PLANS, HE SHALL NOTIFY THE ENGINEER BEFORE ANY INTERPRETATION OR DECISION IS MADE WHICH WILL AFFECT THE CONSTRUCTION COST, APPEARANCE, QUALITY, OR PERFORMANCE OF THE COMPLETE WORK.
- THE ENGINEER WILL NOT BE RESPONSIBLE FOR CONSTRUCTION MEANS, METHODS, TECHNIQUES, SEQUENCES OR PROCEDURES OR FOR SAFETY PRECAUTIONS OR PROGRAMS UTILIZED IN CONNECTION WITH THE WORK, AND HE WILL NOT BE RESPONSIBLE FOR THE CONTRACTOR'S FAILURE TO CARRY OUT THE WORK IN ACCORDANCE WITH THE CONTRACT DOCUMENTS.
- UNDERGROUND UTILITIES SHOWN HEREON ARE ONLY APPROXIMATE. CONTRACTOR SHALL VERIFY LOCATION, DEPTH AND ROUTING OF UTILITIES BEFORE CONSTRUCTION.
- ALL EXISTING MONUMENTATION SHALL BE REFERENCED PRIOR TO CONSTRUCTION AND REPLACED IF DISTURBED AFTER ALL WORK IS COMPLETED BY CONTRACTOR.
- PAVING CONTRACTOR TO COORDINATE WITH IRRIGATION AND UTILITY CONTRACTORS TO INSURE INSTALLATION OF IRRIGATION AND ELECTRICITY CONDUITS AND ALL UNDERGROUND UTILITIES PRIOR TO PAVING OR PLACING ABC.
- PAVING CONTRACTOR TO PROVIDE ALL BACKFILL REQUIRED BEHIND ALL NEW IMPROVEMENTS IN ACCORDANCE WITH THE TYPICAL DETAILS AND SLOPE LINES SHOWN HEREON.

GENERAL WATER NOTES

- ALL WATER LINE CONSTRUCTION HEREON TO BE IN ACCORDANCE WITH CITY OF SAN LUIS STANDARDS, INCLUDING THE ADOPTED CITY OF YUMA CONSTRUCTION STANDARD DETAIL DRAWINGS, THE MAG UNIFORM STANDARD SPECIFICATIONS AND THE CITY OF SAN LUIS SUPPLEMENT TO THE CITY OF YUMA STANDARDS AND THE MAC SPECIFICATION, AND THE ARIZONA DEPARTMENT OF ENVIRONMENTAL QUALITY REGULATIONS, UNLESS OTHERWISE SPECIFICALLY NOTED ON THESE PLANS.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PREPARATION AND FURNISHING TO THE ENGINEER OF "AS-BUILT" RECORD DRAWINGS. THE CONTRACTOR SHALL OBTAIN ONE SET OF PLANS FROM THE ENGINEER AND SHALL RECORD IN RED COLORED PENCIL ALL CASES WHERE ACTUAL FIELD CONSTRUCTION DIFFERS FROM WORK SHOWN ON THE PLANS. TO INCLUDE SERVICE LOCATIONS.
- ALL WATER LINES WILL BE PRESSURE AND LEAKAGE TESTED TO 150 PSI FOR 2 HOURS. SEE THIS SHEET FOR TEST PROCEDURE.
- WATER CONTRACTOR SHALL PROVIDE THE ENGINEER WITH A COPY OF THE BACTERIOLOGICAL TEST RESULTS TAKEN ON THE SYSTEM.
- IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO NOTIFY THE BLUE STAKE CENTER TO LOCATE ALL UNDERGROUND EQUIPMENT WITHIN THE CONSTRUCTION AREA 48 HOURS PRIOR TO THE START OF ANY EXCAVATION. CALL THE BLUE STAKE CENTER AT 1-800-782-5348. CONTRACTOR SHALL VERIFY LOCATION AND ELEVATIONS OF ALL EXISTING UTILITIES. PRIOR TO ANY CONSTRUCTION LOCATION OF UTILITIES SHOWN ON THESE PLANS ARE APPROXIMATE AND INFORMATION ONLY.
- THE CONTRACTOR SHALL TAKE NECESSARY PRECAUTIONS TO PROTECT EXISTING UTILITIES FROM DAMAGE DUE TO HIS OPERATIONS. ANY DAMAGE TO THE UTILITIES SHALL BE REPAIRED AT CONTRACTOR'S EXPENSE.
- DEFLECT 8" WATER LINE AS SHOWN. MAX. ACCEPTABLE DEFLECTION OF 8" PIPE PER STANDARD 20' LENGTH TO BE 9"; NO DEFLECTION TO OCCUR AT JOINT.
- THE ENGINEER SHALL REVIEW ALL PIPE (WATER) MATERIAL SUBMITTALS TO ENSURE CONFORMANCE TO REQUIREMENTS BEFORE THE START OF CONSTRUCTION.
- ALL WATER LINES (MANS AND SERVICES) SHALL INCLUDE THE INSTALLATION OF TRACER WIRE IN ACCORDANCE WITH STANDARD DETAIL No. 5-210.
- THE END OF EACH WATER LINE TO HAVE A TEMPORARY OR PERMANENT BLOWOFF VALVE, AS SHOWN IN PLANS.
- THE CONTRACTOR MUST COORDINATE CONSTRUCTION INSPECTION WITH THE ENGINEER.
- WATER/SEWER LINES SEPARATION NEEDS TO BE IN ACCORDANCE WITH A.A.C. R18-4-502.C.
- A MINIMUM OF SEVEN FEET SHALL BE MAINTAINED BETWEEN PARALLEL WATER AND SEWER LINES AND WATER AND SEWER SERVICE LINES
- SEWER MAINS AND SERVICES SHALL BE CLASS C909 PVC PIPE FOR A DISTANCE OF 7' IN BOTH DIRECTIONS FROM A WATER MAIN OR SERVICE WHEN:
 - SEWER MAIN OR SERVICE CROSSES LESS THAN 2' BELOW A WATER MAIN OR SERVICE;
 - WATER MAIN OR SERVICE CROSSES BELOW A SEWER MAIN OR SERVICE. [A MINIMUM OF 24" SEPARATION SHALL BE MAINTAINED VERTICALLY BETWEEN WATER AND SEWER MAINS AND SERVICES].
- FLANGE BOLTS SHALL BE PROTECTED BY 10 MIL POLYETHYLENE WRAP.
- WATER MAINS AND VALVES SHALL BE FLUSHED AND DISINFECTED BY THE "GENERAL METHOD" DESCRIBED IN THE 1978 ARIZONA DEPARTMENT OF HEALTH SERVICES ENGINEERING BULLETIN NO. 8.
- ENGINEERING PERSONNEL SHALL BE PRESENT WHEN WATER MAINS ARE BOTH FLUSHED AND PRESSURE TESTED.
- ALL TEES, 90 DEGREE ELLS, BENDS, HYDRANTS AND DEAD END PLUGS SHALL BE THRUST BLOCKED WITH CAST-IN-PLACE CONCRETE AND SHALL BE MECHANICAL JOINT (MEGA LUG) FITTINGS.
- NO STREET, WATER AND IMPROVEMENTS TO BE ACCEPTED BY CITY OF SAN LUIS FOR MAINTENANCE UNTIL "AS-BUILT", CERTIFIED, REPRODUCIBLE PLANS ARE FILED WITH AND ACCEPTED BY FARWEST WATER & SEWER, INC. ENGINEER.
- WATER LINES 4" OR LARGER SHALL BE PVC C900 DR 18 CLASS 235.
- CONTRACTOR WILL PROVIDE THE ENGINEER WITH ALL REQUIRED COMPACTION AND CONCRETE TESTS.
- ALL WATER LINE INSTALLATION MUST MEET OR EXCEED STANDARDS ESTABLISHED IN ADHS BULLETIN NO. 10.
- ALL PVC WATER DISTRIBUTION PIPES MUST BE APPROVED BY AND SHALL BEAR THE NSF SEAL FOR POTABLE WATER USE.
- THE OWNER SHALL CONTACT A PROFESSIONAL ENGINEER TO PROVIDE DETAILED CONSTRUCTION INSPECTION SERVICES FOR THE PROPOSED PROJECT. UPON COMPLETION OF THE PROJECT, THE OWNER'S ENGINEER SHALL COMPLETE THE ADEQ "ENGINEER'S CERTIFICATE OF COMPLETION" DOCUMENTATION AND FORWARD SAME TO THE APPROPRIATE ODWDM REGIONAL OFFICE.
- ALL PIPES, FITTINGS, VALVES, COATINGS, ETC. SHALL CONFORM TO NSF STANDARD 61.
- IF DEAD ENDS ON WATER MAINS CANNOT BE AVOIDED, THEY MUST HAVE BLOW-OFF VALVES (MIN. DIA. 2")

WATER LINE TESTING PROCEDURE

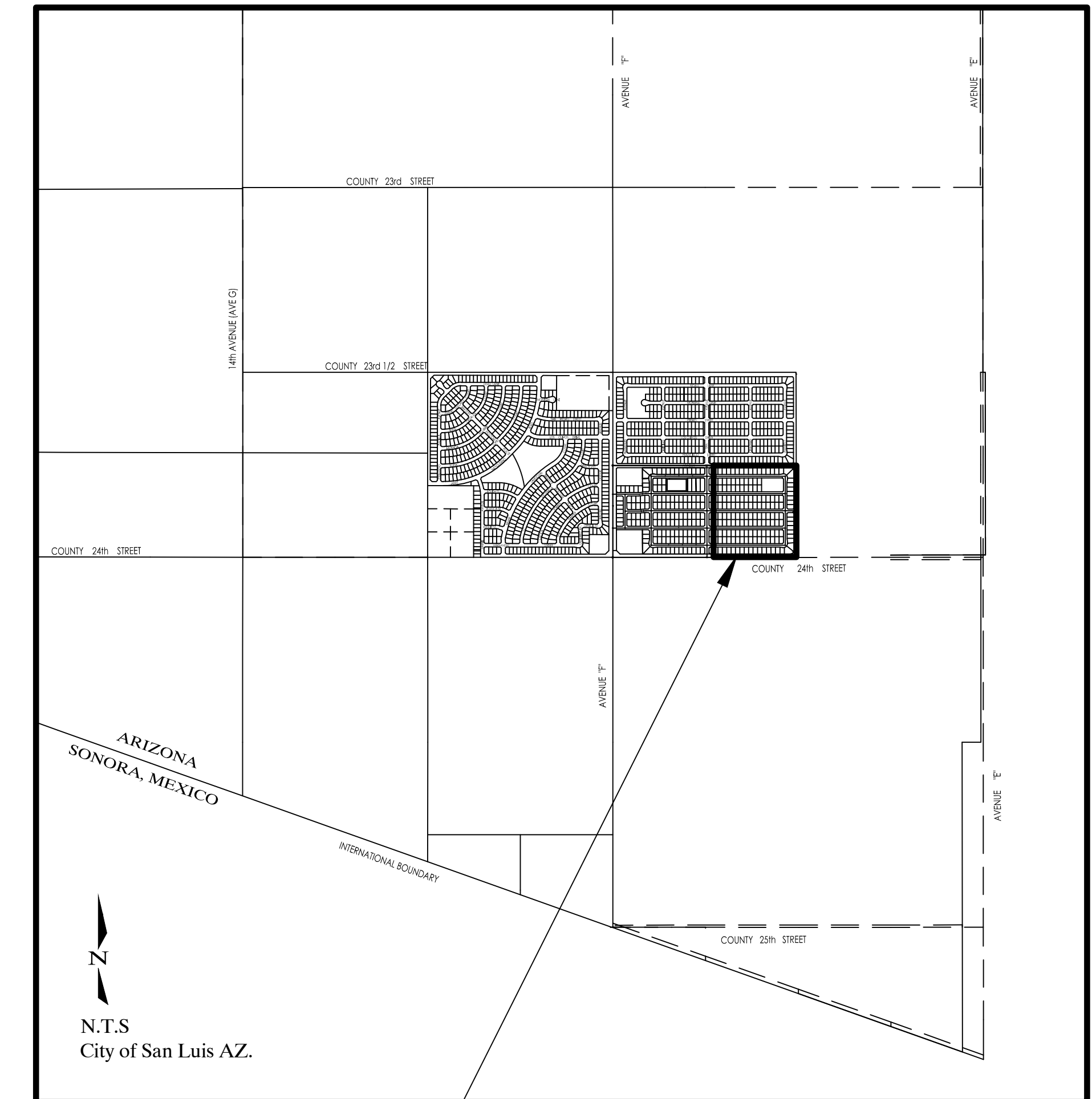
- ALL VISIBLE LEAKS SHALL BE REPAIRED REGARDLESS OF THE AMOUNT OF LEAKAGE AND REGARDLESS OF WHETHER THE LEAK DEVELOPS UNDER TEST PRESSURE OR LINE PRESSURE.
- INITIAL PRESSURES FOR BOTH THE PRESSURE TEST AND ALLOWABLE LEAKAGE TEST SHALL BE A MINIMUM OF 150 PSI
- A PRESSURE TEST WILL BE DEEMED AS SUCCESSFUL IF IT PASSES THE CRITERIA SET FORTH BY AWWA C-600, SEC. 94 (CURRENT EDITION) AND THAT CRITERIA NOTED ABOVE.
- SHOULD THE PRESSURE TEST BE UNSUCCESSFUL, THE CONTRACTOR HAS THE OPTION OF ATTEMPTING THE ALLOWABLE LEAKAGE TEST. THIS TEST WILL BE DEEMED SUCCESSFUL IF IT PASSES THE CRITERIA SET FORTH IN AWWA C-600, SECTION 94 (CURRENT EDITION) OR AWWA M-23 (CURRENT EDITION) WHICHEVER IS MORE RESTRICTIVE AND THAT CRITERIA NOTED ABOVE.
- DISINFECTON PROCEDURES FOR WATER LINES TO BE DONE AS PER AWWA C-605-94

GENERAL SEWER NOTES

- SEWER CONSTRUCTION STAKING SHALL BE DONE UNDER THE SUPERVISION OF A REGISTERED ENGINEER OR SURVEYOR.
- CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFICATION OF SITE AND SOIL CONDITION AND SHALL NOTIFY ALL UTILITY AGENCIES PRIOR TO EXCAVATION.
- CONTRACTOR SHALL NOTIFY THE ENGINEER IMMEDIATELY OF ANY CONDITIONS REQUIRING CHANGE TO THE PLANS.
- CONTRACTOR SHALL NOTIFY CITY OF SAN LUIS PUBLIC WORKS PRIOR TO START OF CONSTRUCTION.
- STANDARD SPECIFICATIONS AND ARIZONA STATE HEALTH DEPARTMENT BUL. NO. 11 SHALL APPLY TO THIS PROJECT.
- A MINIMUM OF 7' SHALL BE MAINTAINED BETWEEN PARALLEL WATER AND SEWER LINES AND WATER AND SEWER MAINS.
- SEWER MAINS AND SERVICES SHALL BE CONSTRUCTED OF C909 PVC PIPE FOR A DISTANCE OF 7' IN BOTH DIRECTIONS FROM A WATER MAIN OR SERVICE WHEN:
 - SEWER MAIN OR SERVICE CROSSES LESS THAN 2' BELOW A WATER MAIN;
 - WATER MAIN OR SERVICE CROSSES BELOW A SEWER MAIN OR SERVICE [A MINIMUM OF 24" SEPARATION SHALL BE MAINTAINED VERTICALLY BETWEEN WATER AND SEWER MAINS AND SERVICES].
- NO STREET, WATER AND SEWER IMPROVEMENTS WILL BE ACCEPTED BY CITY OF SAN LUIS FOR MAINTENANCE UNTIL "AS-BUILT" CERTIFIED PLANS ARE FILED WITH AND ACCEPTED BY THE CITY OF SAN LUIS
- SEWER PIPE SHALL BE PVC, HAVE N.S.F. SEAL OF APPROVAL, AND MEET ASTM D-3034 SDR 35.
- SEWER MAINS SHALL BE PRESSURE AND LEAKAGE TESTED WITH 4 FEET OF HEAD UPSTREAM. ALLOWABLE LEAKAGE NOT TO EXCEED 200 GAL./IN. DIA./MILE OF PIPE/DAY.
- EXFILTRATION FROM MANHOLES SHALL BE LIMITED TO 0.1 GALS./HR./VERTICAL FOOT.
- DEFLECTION TEST OF AT LEAST 20% OF PLASTIC SEWER PIPE SHALL BE PERFORMED. SHORT TERM DEFLECTION IN EXCESS OF 5% SHALL BE CONSIDERED UNSERVICEABLE AND SHALL BE REPAIRED AND RETESTED.
- IN AREAS WHERE THE GROUNDWATER IS AT PIPE SPRING LINE OR ABOVE INFILTRATION TESTS SHALL BE PERFORMED. ALLOWABLE INFILTRATION FOR SEWER MAINS NOT TO EXCEED 200 GAL./IN. DIA./MILE OF PIPE/DAY. ALLOWABLE INFILTRATION FOR MANHOLES SHALL BE LIMITED TO 0.1 GALS./HR./VERTICAL FOOT.
- SEWER LINE TEST SHALL BE PERFORMED IN ACCORDANCE WITH AAC R18-9-E301 (D) (C)
- ALL MANHOLES SHALL BE TESTED PER AAC R18-9-E301 (D) 3 g.

LEGEND

	BOUNDARY LINE
	CENTER LINE
	PROPERTY LINE
	LOT LINE
	SET MONUMENT (TYPE AS SHOWN)
	SET MONUMENT (TYPE AS SHOWN)
	EXISTING AC PAVEMENT
	NEW AC PAVEMENT
	NEW CONCRETE
	NEW CURB & GUTTER
	NEW SLOPED AREA
	LOT NUMBERS
	EXISTING ELEVATION
	EXISTING ASPHALT ELEVATION
	NEW CURB & GUTTER ELEVATION
	NEW ASPHALT ELEVATION
	EXISTING SEWER LINE
	EXISTING WATER MAIN
	NEW SEWER LINE
	NEW WATER MAIN
	NEW MANHOLE
	EXISTING MANHOLE
	INDICATES INVERT ELEVATION
	NEW DUAL WATER SERVICE
	NEW SINGLE WATER SERVICE
	NEW FIRE HYDRANT
	NEW GATE VALVE
	NEW TEMPORARY BLOWOFF
	NEW SEWER SERVICE
	NEW DUCTILE IRON PIPE



SANTA CECILIA No. 2 VICINITY MAP

SHEET INDEX

COVER SHEET	---	0
PLAT COVER	-----	1 OF 2
PLAT	-----	2 OF 2
PAVING AND GRADING PLAN	-----	1
PAVING AND GRADING PLAN	-----	2
PAVING AND GRADING DETAILS	-----	3
WATER AND SEWER PLAN	-----	4
WATER AND SEWER PLAN	-----	5
SEWER PLAN & PROFILES	-----	6
SEWER PLAN & PROFILES	-----	7
SEWER PLAN & PROFILES	-----	8
SEWER PLAN & PROFILES	-----	9

OWNER/SUBDIVIDER

RIEDEL HOLDINGS LLC
P.O. BOX 1649
SAN LUIS, AZ. 85349
(928) 627-8593

ENGINEER

Edais Engineering, Inc.
3075 S. AVENUE 4E
YUMA, ARIZONA 85365
(928) 344-3566

BENCHMARK

TOP OF BRASS CAP LOCATED AT THE SE COR OF SECTION 9, T11S, R24W, FOUND B.C. LOG 1920 IN HAND HOLE ELEVATION - 156.89 FEET

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

THESE PLANS NOT TO BE USED FOR CONSTRUCTION UNTIL APPROVED BY THE CITY, ADEQ, AND OTHER AGENCIES HAVING JURISDICTION ON THIS PROJECT

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

EDAIS Engineering, Inc.
3075 S. Ave. 4E Yuma, Arizona 85365
(928) 344-3566 FAX (928) 344-1075
EMAIL: EE@Edaisengineer-ing.com

SHEET 0

SANTA CECILIA No. 2 SUBDIVISION

A SUBDIVISION OF LOT 1A OF THE BORDER RANCHES LOT SPLIT AS RECORDED IN BOOK 28 OF PLATS, PAGES 80 & 81 Y.C.R., YUMA COUNTY ARIZONA AND BEING A PORTION OF THE S¹/₂ OF THE SW¹/₄ OF SECTION 10, T11S, R24W, G. & S. R. B. & M. YUMA COUNTY, ARIZONA

DATE: OCTOBER 2017 ACREAGE: 32.92 ACRES



BOOK _____ OF PLATS,
PAGE _____

APPROVED

STATE OF ARIZONA)
>SS
CITY OF SAN LUIS)

THIS SUBDIVISION AS PLATTED HEREON HAS BEEN APPROVED BY THE MAYOR AND THE CITY COUNCIL OF THE CITY OF SAN LUIS, ARIZONA.

MAYOR _____ DATE _____

CITY MANAGER _____ DATE _____

CITY PLANNING & ZONING COMMISSION _____ DATE _____

CITY ENGINEER _____ DATE _____

CITY PUBLIC WORKS DIRECTOR _____ DATE _____

BASIS OF BEARING

THE WEST LINE OF SECTION 10, AS PER BORDER RANCHES PARCEL MAP BY EDAIS ENGINEERING, INC. SIGNED BY MICHAEL E. JONES DATED JULY 21, 2004.
BEARING N00°02'42"W

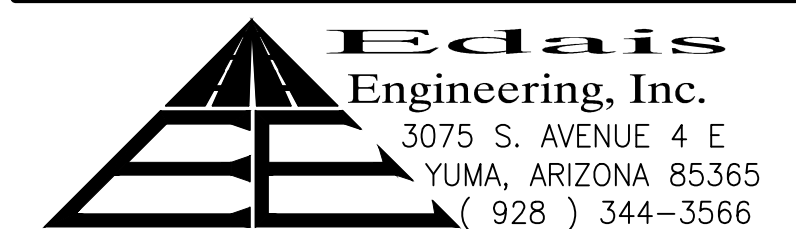
RESTRICTIVE COVENANTS

HAVE BEEN RECORDED CONCURRENTLY AND ARE A PART OF THIS PLAT

SUBDIVIDER/OWNER

RIEDEL HOLDINGS, LLC
1910 JUAN SANCHEZ BLVD
P.O. BOX 1649
SAN LUIS, AZ 85349
(928) 627-8593

PREPARED BY:

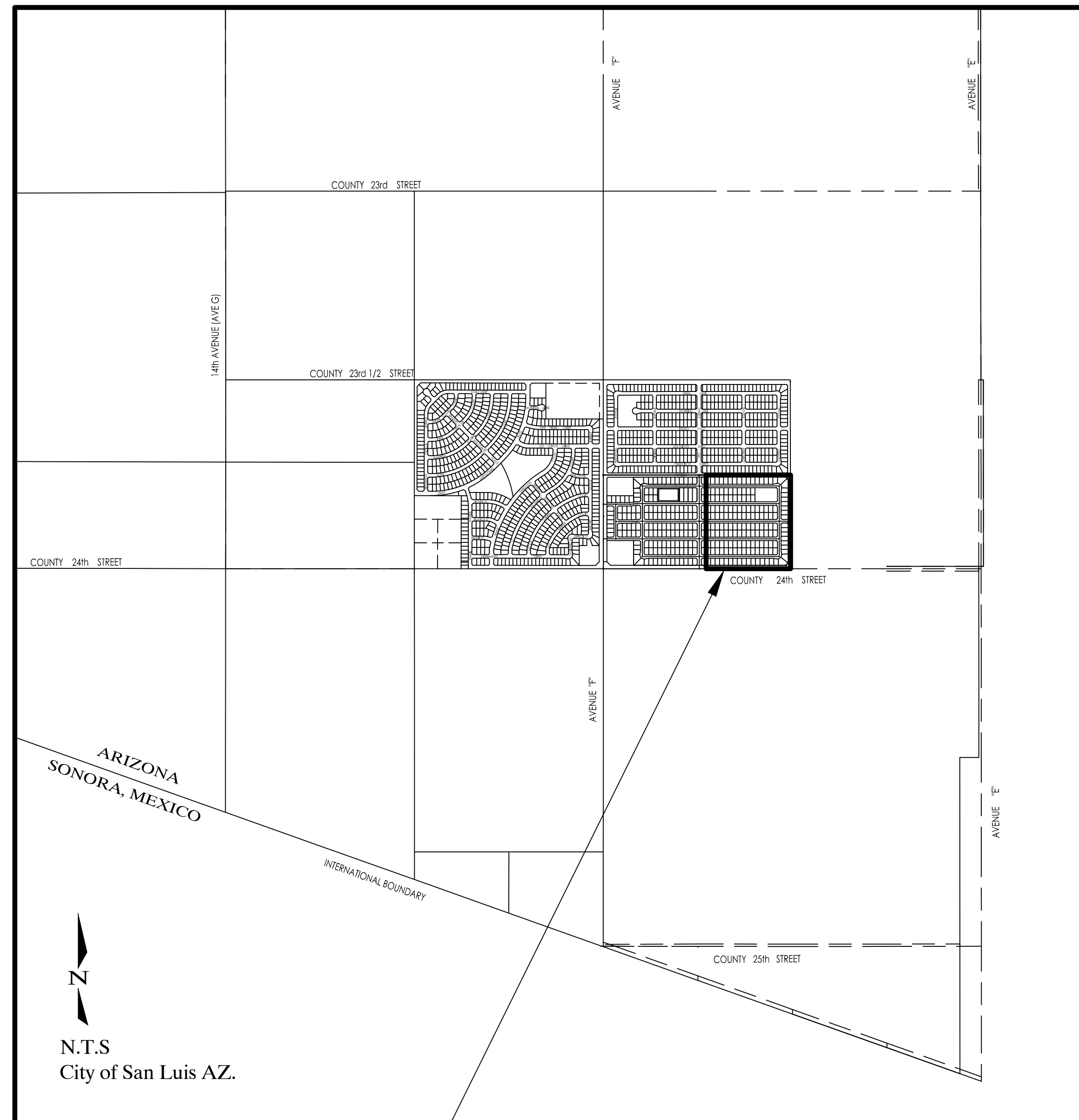


SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT I AM A LAND SURVEYOR LISTED ON THE ROSTER OF ACTIVE REGISTRANTS BY THE STATE BOARD OF TECHNICAL REGISTRATION OF ARIZONA AND THAT THIS MAP CONSISTING OF ONE (1) SHEET CORRECTLY REPRESENTS A SURVEY MADE UNDER MY SUPERVISION. THAT ALL MONUMENTS SHOWN HEREON ACTUALLY EXIST AND THEIR POSITIONS ARE CORRECTLY SHOWN.



Expires 6/30/2018



SANTA CECILIA No. 2

VICINITY MAP

DEDICATION

KNOW ALL MEN BY THESE PRESENTS: THAT RIEDEL HOLDINGS, L.L.C., AN ARIZONA LIMITED LIABILITY COMPANY, AS OWNER HAS THIS THE ____ DAY OF _____ 2017, CAUSED A PORTION OF THE S¹/₂ OF THE SW¹/₄ OF SECTION 10, T11S, R24W, G. & S. R. B. & M. YUMA COUNTY, ARIZONA, AS PLATTED HEREON, TO BE SUBDIVIDED INTO LOTS, TRACT & STREETS UNDER THE NAME OF "SANTA CECILIA No. 2 SUBDIVISION" AND HEREBY DECLARES THAT THE ACCOMPANYING PLAT SETS FORTH THE LOCATION AND GIVES THE DIMENSIONS OF THE LOTS AND STREETS, CONSTITUTING SAID "SANTA CECILIA No. 2 SUBDIVISION" AND THAT EACH LOT SHALL BE KNOWN BY THE NUMBER, THE TRACT BY THE LETTER AND THE STREETS BY THE NAME GIVEN EACH RESPECTIVELY ON SAID PLAT;

AND THAT RIEDEL HOLDINGS, L.L.C., AS OWNER, HEREBY DEDICATES THE STREETS SHOWN HEREON TO THE PUBLIC FOR ITS USE AND BENEFIT, AND THAT THE EASEMENTS ARE DEDICATED FOR THE USES SHOWN AND DEFINED ON SAID PLAT AND AS SET FORTH IN THE DECLARATION OF RESERVATIONS, COVENANTS, CONDITIONS AND RESTRICTIONS RECORDED CONCURRENTLY HEREWITH. TRACT "A" IS DEDICATED TO THE PUBLIC FOR USE AS STORM WATER RETENTION BASIN AND COMPATIBLE RECREATIONAL USES

IN WITNESS WHEREOF: RIEDEL HOLDINGS, L.L.C., HAS CAUSED ITS CORPORATE NAME TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY THE SIGNATURE OF NIEVES GARCIA RIEDEL, AS MEMBER, THEREUNTO DULY AUTHORIZED ON THIS THE ____ DAY OF _____ 2017.

BY: _____
NIEVES GARCIA RIEDEL, MEMBER
RIEDEL HOLDINGS, L.L.C.

ACKNOWLEDGMENT

STATE OF ARIZONA)
>SS
COUNTY OF YUMA)

ON THIS THE ____ DAY OF _____, 2017 BEFORE ME, THE UNDERSIGNED OFFICER PERSONALLY APPEARED, NIEVES GARCIA RIEDEL, WHO ACKNOWLEDGED HERSELF TO BE MEMBER OF RIEDEL HOLDINGS, L.L.C., AN ARIZONA LIMITED LIABILITY COMPANY, AND SHE AS SUCH OFFICER BEING AUTHORIZED TO DO SO, EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES THEREIN CONTAINED, BY SIGNING THE NAME OF THE LIMITED LIABILITY COMPANY BY HERSELF, AS SUCH OFFICER.

IN WITNESS WHEREOF, I HAVE SET MY HAND AND OFFICIAL SEAL.

BY: _____
NOTARY PUBLIC

MY COMMISSION EXPIRES: _____

SANTA CECILIA No. 2 SUBDIVISION

A SUBDIVISION OF LOT 1A OF THE BORDER RANCHES LOT SPLIT AS RECORDED IN BOOK 28 OF PLATS, PAGES 80 & 81 Y.C.R., YUMA COUNTY ARIZONA AND BEING A PORTION OF THE S¹/₂ OF THE SW¹/₄ OF SECTION 10, T11S, R24W, G. & S. R. B. & M. YUMA COUNTY, ARIZONA

DATE OF PREPARATION: OCTOBER 2017

NUMBER OF LOTS: 168

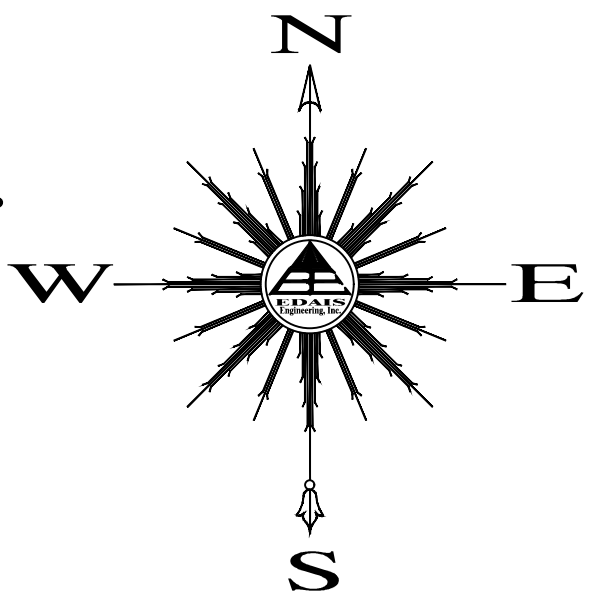
ACREAGE: 32.92 ACRES

CURVE DATA

CURVE	DELTA	CHORD DIRECTION	CHORD	TANGENT	RADIUS	LENGTH
C1	109°50'55"	N45°25'11"E	98.21'	85.45'	60.00'	115.03'
C2	110°44'35"	N45°01'40"W	98.74'	86.88'	60.00'	115.97'

LINE DATA

LINE	LENGTH	BEARING	LINE	LENGTH	BEARING
L1	21.22'	S45°01'40"E	L6	50.00'	N79°36'03"E
L2	21.21'	S44°58'20"W	L7	42.41'	N44°58'01"E
L3	41.83'	S79°39'22"E	L8	18.03'	S45°01'59"E
L4	55.88'	S09°30'17"E			
L5	50.00'	N10°20'38"E			



SCALE: 1" = 100'

LEGEND

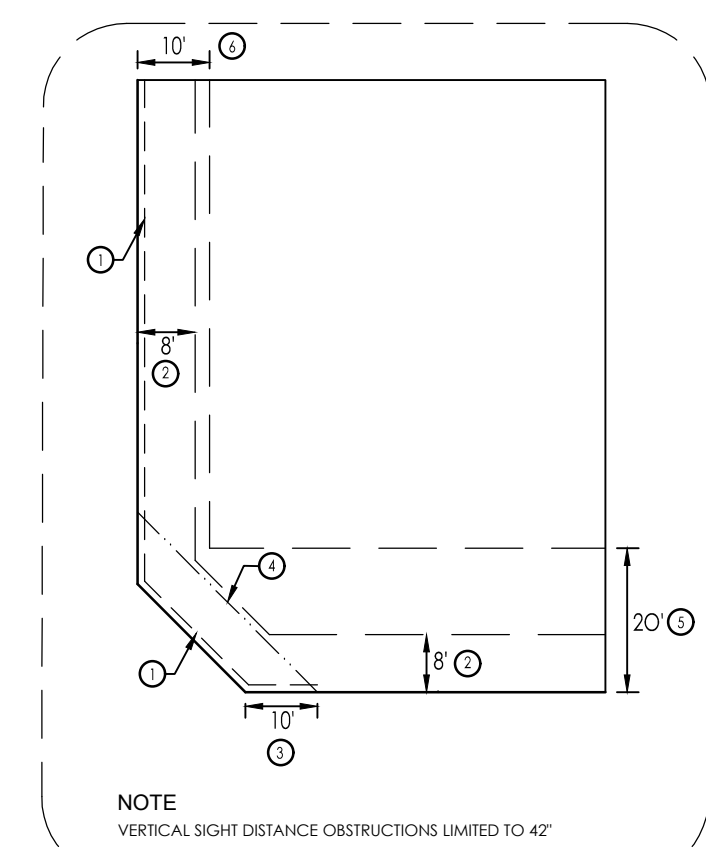
- CENTERLINE
- RIGHT-OF-WAY (ROW) LINE
- NEW PROPERTY LINE
- EASEMENT (TYPE AS NOTED)
- BOUNDARY LINE
- NEW STREET MONUMENT AS PER YUMA COUNTY STD. DETAIL No. 4-080
- NEW SUBDIVISION BOUNDARY MONUMENT AS PER YUMA COUNTY STD. DETAIL No. 04-030
- EXISTING MONUMENT (TYPE AS SHOWN)
- ① NEW LOT NUMBER
- ④ EXISTING LOT NUMBER
- A.P.N. ASSESSOR PARCEL NUMBER
- B.C. BRASS CAP
- H.H. HAND HOLE
- (M) MEASURED DATA
- (R) REFERS TO BORDER RANCHES SUBDIVISION RECORDED IN BOOK 27 OF PLATS, PAGE 9 YUMA COUNTY RECORDS
- (I) DATA REFER TO GENERAL LAND OFFICE PLAN OF SECTION 10, T11S, R24, OFFICIALLY FILED ON 3-12-1922, YUMA COUNTY RECORDS, YUMA COUNTY, AZ.
- Y.C.R. BRASS CAP
- G.&S.R.B.&M. GILA AND SALT RIVER BASE AND MERIDIAN

KEYNOTES

- ① NEW 1' NON-ACCESS EASEMENT
- ② NEW 8' UTILITY & CATV EASEMENT
- ③ INDICATES 10' (1' NON-ACCESS EASEMENT)
- ④ 25' VISIBILITY TRIANGLE
- ⑤ SEE TYPICAL CORNER LOT DETAIL
- ⑥ NEW 20' FRONT YARD SETBACK LINE.
- ⑦ NEW 10' SIDE YARD SETBACK LINE.
- ⑧ NEW 15' SEWER EASEMENT
- ⑨ NEW 10' DRAINAGE EASEMENT

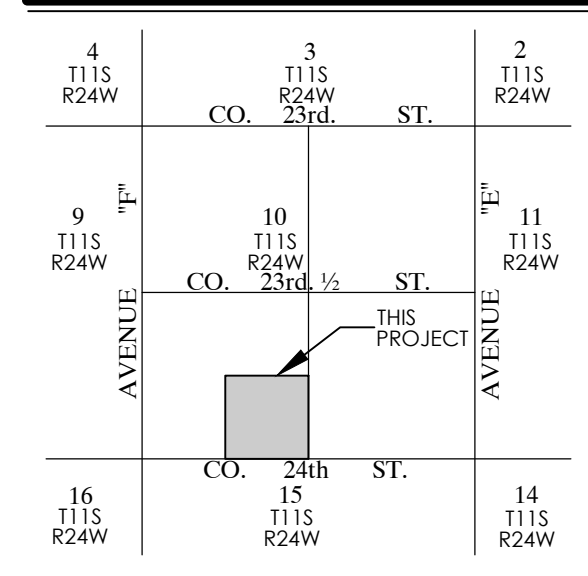
LOT AREAS

LOT	Area	LOT	Area	LOT	Area	LOT	Area	LOT	Area	LOT	Area	LOT	Area	LOT	Area
164	6098.36 SF	185	6262.34 SF	206	6200.66 SF	227	6200.04 SF	248	6200.04 SF	269	6200.04 SF	290	6200.04 SF	311	6200.04 SF
165	6098.36 SF	186	6263.06 SF	207	6200.66 SF	228	6200.04 SF	249	6200.04 SF	270	6200.04 SF	291	6200.04 SF	312	6200.04 SF
166	6098.36 SF	187	6263.79 SF	208	6200.66 SF	229	6325.10 SF	250	6200.04 SF	271	6200.04 SF	292	6200.04 SF	313	6200.04 SF
167	6098.36 SF	188	6281.76 SF	209	6200.66 SF	230	6325.10 SF	251	6200.04 SF	272	6200.04 SF	293	6325.10 SF	314	6200.04 SF
168	6098.36 SF	189	6283.17 SF	210	6200.66 SF	231	6200.04 SF	252	6200.04 SF	273	6200.04 SF	294	6325.10 SF	315	6200.04 SF
169	6098.36 SF	190	6128.41 SF	211	6200.66 SF	232	6200.04 SF	253	6200.04 SF	274	6200.04 SF	295	6200.04 SF	316	6200.04 SF
170	6515.01 SF	191	6129.10 SF	212	6200.66 SF	233	6200.04 SF	254	6200.04 SF	275	6200.04 SF	296	6200.04 SF	317	6200.04 SF
171	6515.01 SF	192	6129.80 SF	213	6200.64 SF	234	6200.04 SF	255	6200.04 SF	276	6200.04 SF	297	6200.04 SF	318	6200.04 SF
172	6202.53 SF	193	6130.49 SF	214	6200.02 SF	235	6200.04 SF	256	6200.04 SF	277	6200.02 SF	298	6200.04 SF	319	6200.04 SF
173	6202.53 SF	194	6131.19 SF	215	6200.04 SF	236	6200.04 SF	257	6200.04 SF	278	6200.02 SF	299	6200.04 SF	320	6200.04 SF
174	6202.53 SF	195	6356.94 SF	216	6200.04 SF	237	6200.04 SF	258	6200.04 SF	279	6200.04 SF	300	6200.04 SF	321	6200.04 SF
175	6202.53 SF	196	8450.40 SF	217	6200.04 SF	238	6200.04 SF	259	6200.04 SF	280	6200.04 SF	301	6200.04 SF	322	6200.04 SF
176	6202.53 SF	197	10368.72 SF	218	6200.04 SF	239	6200.04 SF	260	6200.04 SF	281	6200.04 SF	302	6200.04 SF	323	6200.04 SF
177	6202.53 SF	198	5944.31 SF	219	6200.04 SF	240	6200.04 SF	261	6325.10 SF	282	6200.04 SF	303	6200.04 SF	324	6200.04 SF
178	6202.53 SF	199	6378.94 SF	220	6200.04 SF	241	6200.04 SF	262	6325.10 SF	283	6200.04 SF	304	6200.04 SF	325	6200.04 SF
179	6317.72 SF	200	6385.14 SF	221	6200.04 SF	242	6200.04 SF	263	6200.04 SF	284	6200.04 SF	305	6200.04 SF	326	6200.04 SF
180	9612.44 SF	201	6385.14 SF	222	6200.04 SF	243	6200.04 SF	264	6200.04 SF	285	6200.04 SF	306	6200.04 SF	327	6200.04 SF
181	9444.96 SF	202	6385.14 SF	223	6200.04 SF	244	6200.04 SF	265	6200.04 SF	286	6200.04 SF	307	6200.04 SF	328	6200.04 SF
182	6326.80 SF	203	6385.14 SF	224	6200.04 SF	245	6200.02 SF	266	6200.04 SF	287	6200.04 SF	308	6200.04 SF	329	6200.04 SF
183	6260.89 SF	204	6385.14 SF	225	6200.04 SF	246	6200.02 SF	267	6200.04 SF	288	6200.04 SF	309	6200.02 SF	330	6200.04 SF
184	6261.61 SF	205	6385.14 SF	226	6200.04 SF	247	6200.04 SF	268	6200.04 SF	289	6200.04 SF	310	6200.02 SF	331	6200.02 SF



TYPICAL CORNER LOT DETAIL

LOCATION MAP



TRACT AREAS

TRACT	AREA
"A"	6228.60 SF

OWNER

RIEDEL HOLDINGS, LLC
 P.O. BOX 1649
 SAN LUIS, AZ 85349
 (928) 627-8593

BASIS OF BEARING

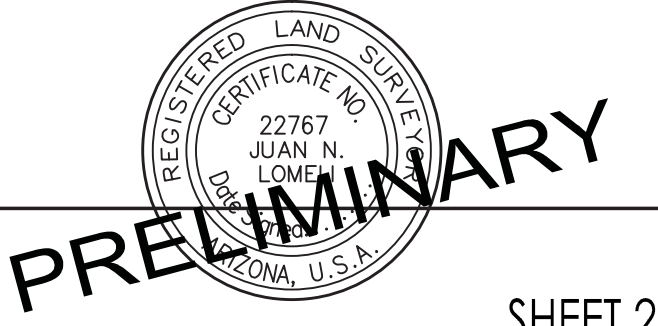
THE WEST SECTION LINE OF SECTION 10, T11S, R24W, G.&S.R.B.&M., YUMA COUNTY, ARIZONA (BEING THE CENTERLINE OF AVENUE "F"), AS SHOWN ON BORDER RANCHES SUBDIVISION, AS RECORDED IN BOOK 27 OF PLATS, PAGES 8&10, YUMA COUNTY RECORDS OFFICE, YUMA COUNTY, ARIZONA, BEARING N00°02'42"W

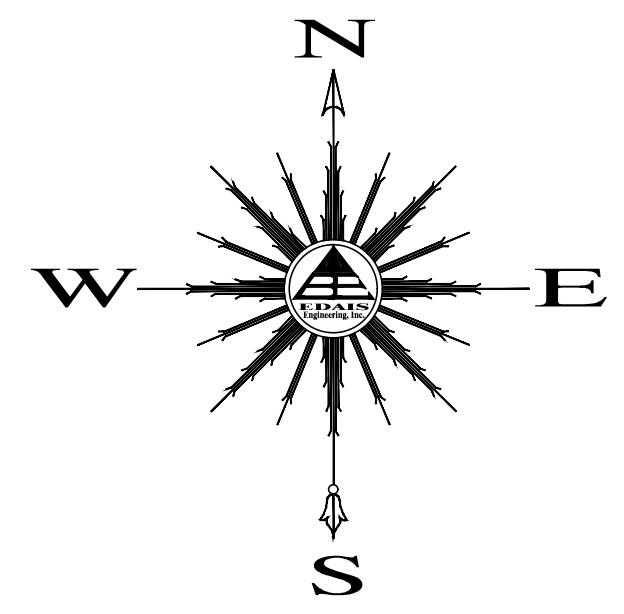
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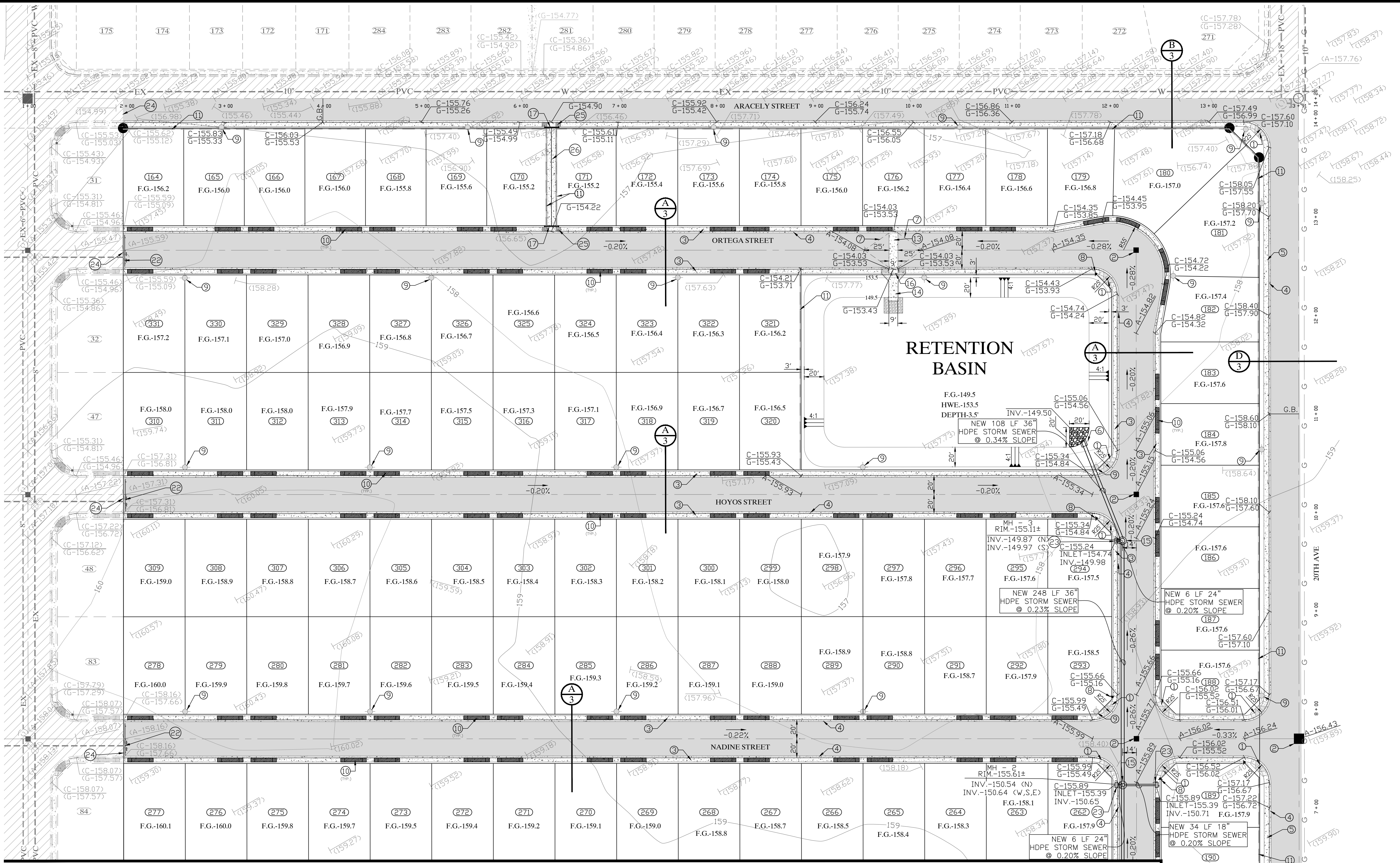
PREPARED BY:

Edais Engineering, Inc.
 3075 S. AVENUE 4 E
 YUMA, ARIZONA 85365
 (928) 344-3566

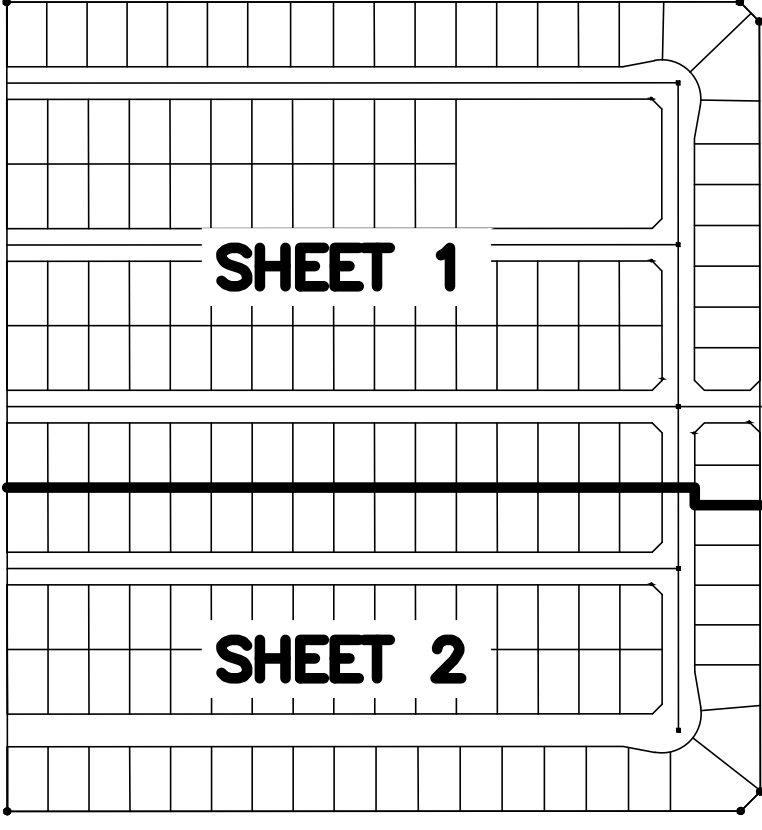




SCALE: 1"=50'



KEY MAP (P&G)



MATCHLINE SEE SHEET 2

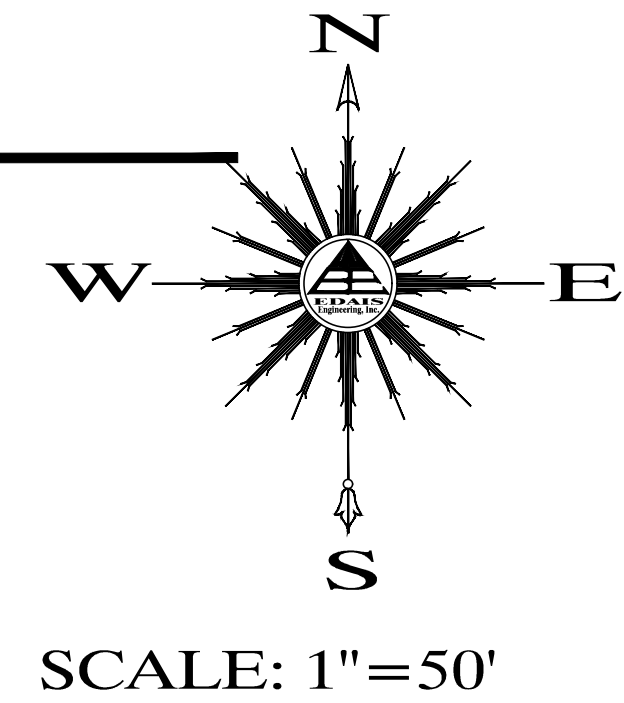
CALL TWO WORKING DAYS BEFORE YOU DIG
263-1100
1-800-STAKE-IT
(OUTSIDE MARICOPA COUNTY)

THESE PLANS NOT TO BE USED FOR CONSTRUCTION UNTIL APPROVED BY THE CITY, ADEQ, AND OTHER AGENCIES HAVING JURISDICTION ON THIS PROJECT



SANTA CECILIA #2			
PAVING AND GRADING PLAN			
SCALE: AS SHOWN	DESIGNED BY: J.L.S.	CHECKED BY: N.K.E.	
DATE: OCT.-2017	DRAWN BY: J.L.S.	JOB No. 17-020	
		SHEET 1	
3075 S. Ave. 4E Yuma, Arizona 85365 (928) 341-3566 FAX (928) 341-1075 EMAIL: EE@Edaisengineering.com			

MATCHLINE SEE SHEET 1



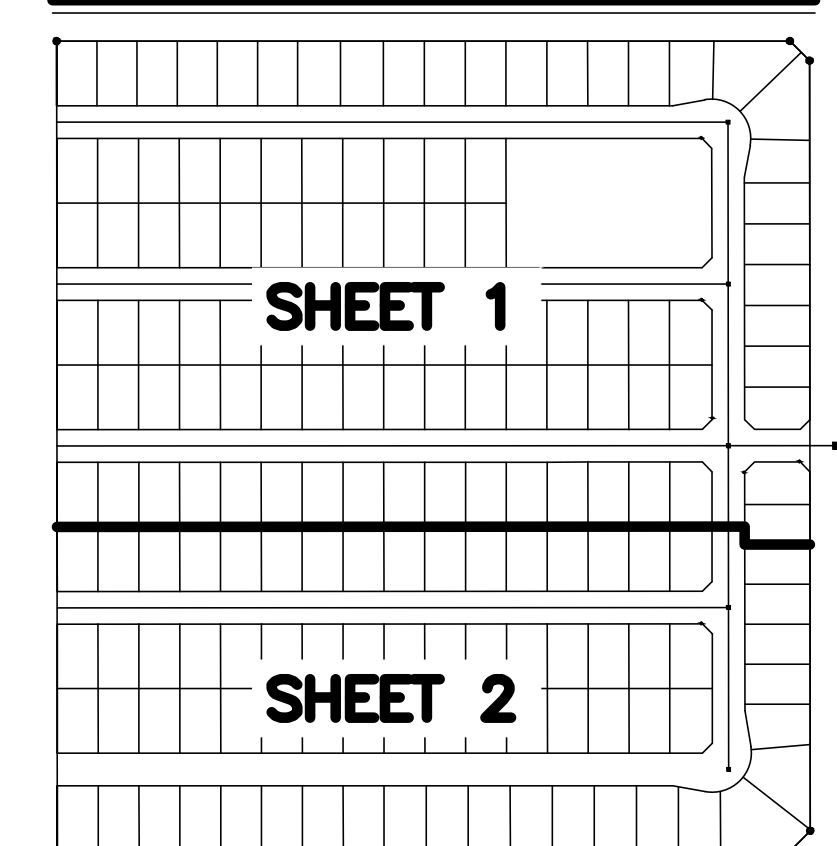
KEYNOTES:

- ① NEW CONCRETE SIDEWALK RAMP AS PER CITY OF YUMA STD. NO. 3-280
- ② NEW STREET MONUMENT AS PER CITY OF YUMA STD. NO. 4-080
- ③ NEW 4' CONCRETE SIDEWALK AS PER CITY OF YUMA STD. NO. 3-270
- ④ NEW VERTICAL CURB & GUTTER AS PER CITY OF YUMA STD. NO. 3-120
- ⑤ NEW 5' CONCRETE SIDEWALK AS PER CITY OF YUMA STD. NO. 3-270
- ⑥ NEW END PIPE CONCRETE COLLAR AND 10' X 10' RIP-RAP (K/3)
- ⑦ NEW CROWN TRANSITION AS SHOWN ON THE PLANS
- ⑧ NEW DOUBLE FACED STREET SIGN & STOP SIGN AS PER CITY OF YUMA STD. NO. 3-380 & 3-390
- ⑨ NEW STREET LIGHT BY APS
- ⑩ NEW 18' DRIVEWAY AS PER CITY OF YUMA STD. NO. 3-210 (MODIFIED IN DETAIL SHEET 3)
- ⑪ NEW 6' HIGH (AS MEASURED FROM THE HIGHER GROUND ELEVATION SIDE OF WALL) CMU WALL AS PER CITY OF YUMA STD. NO. 3-310.
- ⑫ NEW BOUNDARY MONUMENT AS PER CITY OF YUMA STD. NO. 4-030
- ⑬ NEW CROSS VALLEY GUTTER AS PER CITY OF YUMA STD. NO. 3-180 (SIZE AS PER PLANS)
- ⑭ NEW 9' WIDE CONCRETE SPILLWAY - SEE DETAIL (E/3)
- ⑮ NEW PRE-CAST CONCRETE MANHOLE AS PER CITY OF YUMA STD. NO. 5-029
- ⑯ 4" Ø GUARD POST (G/3)
- ⑰ NEW 12' WIDE ACCESS GATE W/ LOCK AND CHAIN (H/3)
- ⑱ EXISTING ELECTRICAL BOX TO BE REMOVED
- ⑲ EXISTING WATER WELL TO BE ABANDONED
- ⑳ EXISTING CONCRETE PAD TO BE REMOVED
- ㉑ EXISTING GAS VALVE (CONTRACTOR TO PROTECT GAS LINE & VALVES AT ALL TIMES)
- ㉒ REMOVE EXISTING BARRICADE
- ㉓ NEW CITY OF YUMA STANDARD NO. 5-240 TYPE C CATCH BASIN
- ㉔ SAWCUT 1' OF EXISTING PAVEMENT, MATCH NEW PAVEMENT, CURB, GUTTER AND SIDEWALK TO EXISTING
- ㉕ NEW DEPRESSED SIDEWALK (J/3)
- ㉖ NEW 10' WIDE CONCRETE CHANNEL - SEE DETAIL (I/3)

LEGEND

- CENTERLINE
- BOUNDARY LINE
- - - EXISTING LOTS
- XXXXX EXISTING ASPHALT
- ===== EXISTING VERTICAL CURB AND GUTTER
- ===== EXISTING SIDEWALK
- ===== NEW ASPHALT
- o NEW CMU WALL
- o B.C. INDICATES BRASS CAP
- o H.H. INDICATE HAND HOLE
- o T.O.W. INDICATE TOP OF WALL ELEVATION
- o T.F. INDICATE TOP OF FOOTING ELEVATION
- o EXISTING NATURAL SOIL ELEVATION
- o EXISTING ASPHALT ELEVATION
- o EXISTING CURB & GUTTER ELEVATION
- o EXISTING LOT NUMBER
- o EXISTING LOT NUMBER
- o EXISTING CONTOUR LINE
- o A.P.N. ASSESSOR PARCEL NUMBER
- o Y. C. R. YUMA COUNTY RECORDER
- o A-122.50 NEW ASPHALT ELEVATION
- o C-159.98 NEW CURB & GUTTER ELEVATION
- o G-159.48
- 0.2% NEW SLOPE
- 4:1 NEW STREET LIGHT
- RETENTION SLOPE
- G.B. GRADE BREAK
- NEW DOUBLE FACED STREET SIGN W/STOP SIGN
- FINISH GRADE ELEVATION
- H.W.E. HIGH WATER ELEVATION
- NEW STREET MONUMENT AS PER YUMA COUNTY STD. NO. 4-080
- NEW SUBDIVISION BOUNDARY MONUMENT AS PER YUMA COUNTY STD. NO. 4-030
- EXISTING POWER POLE
- EXISTING DOUBLE FACED STREET SIGN W/STOP SIGN
- EXISTING MANHOLE
- EXISTING ELECTRICAL OVERHEAD
- EXISTING GAS LINE
- NEW DRIVEWAY
- EXISTING BLOWOFF VALVE

KEY MAP (P&G)



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(OUTSIDE MARICOPA COUNTY)

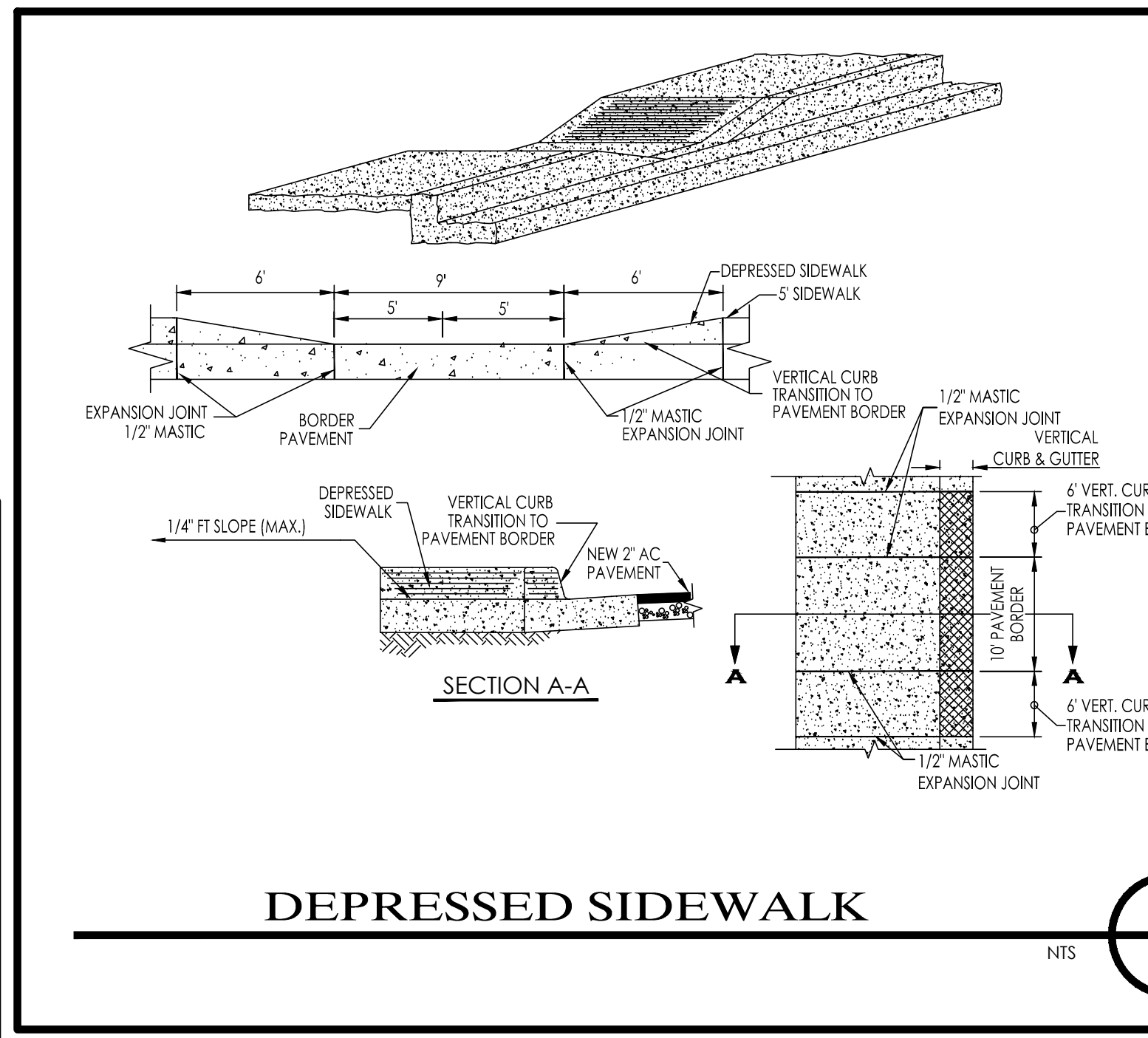
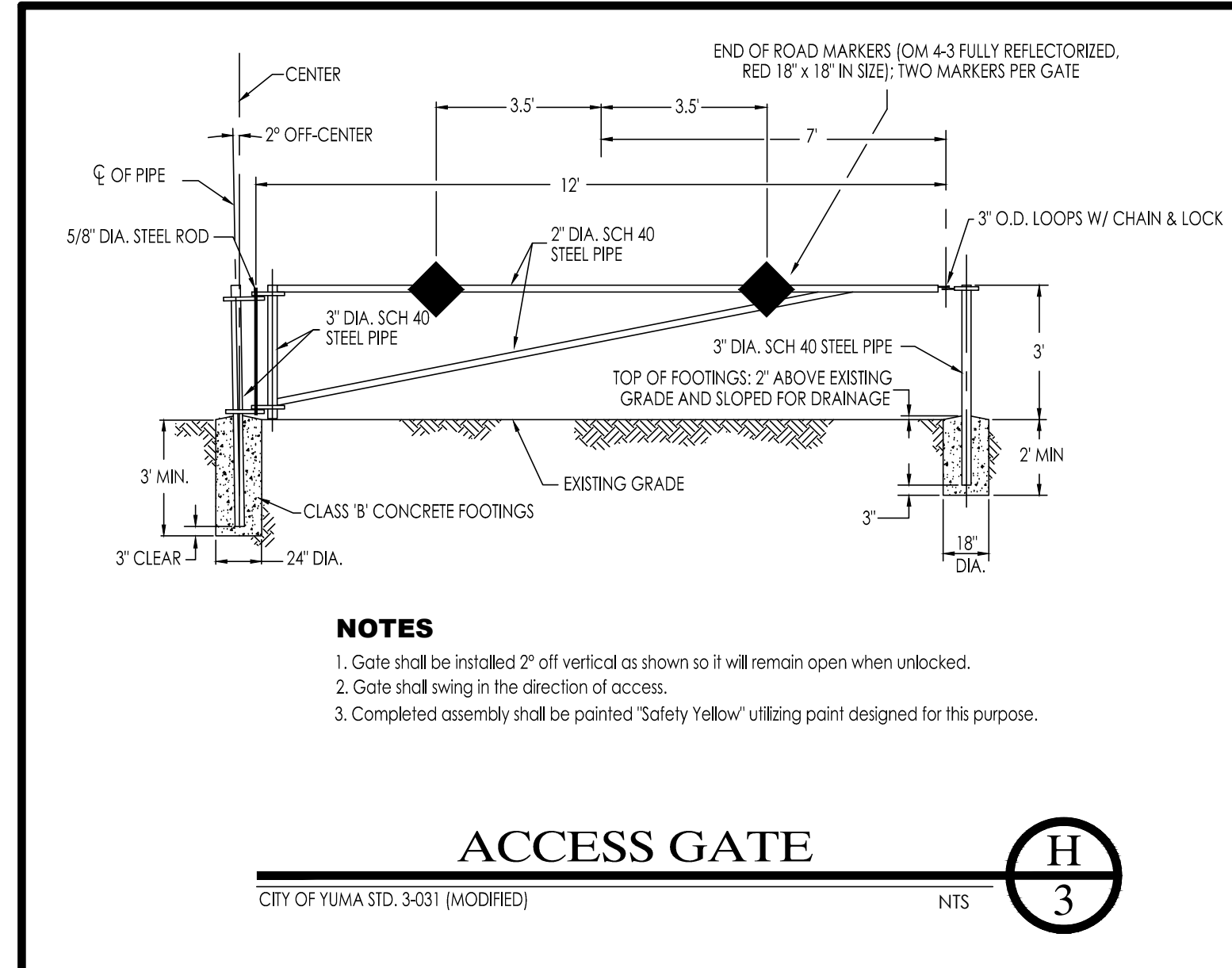
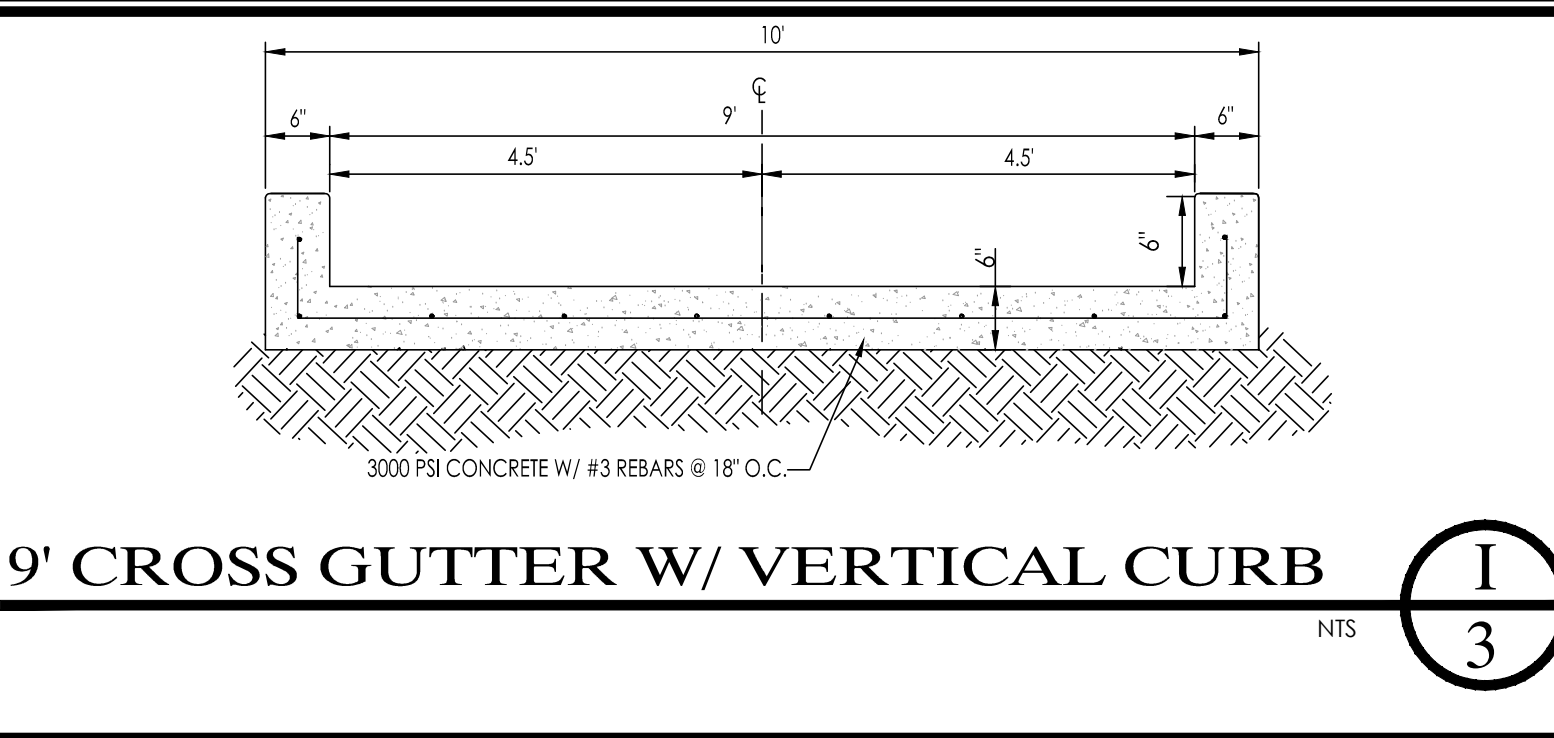
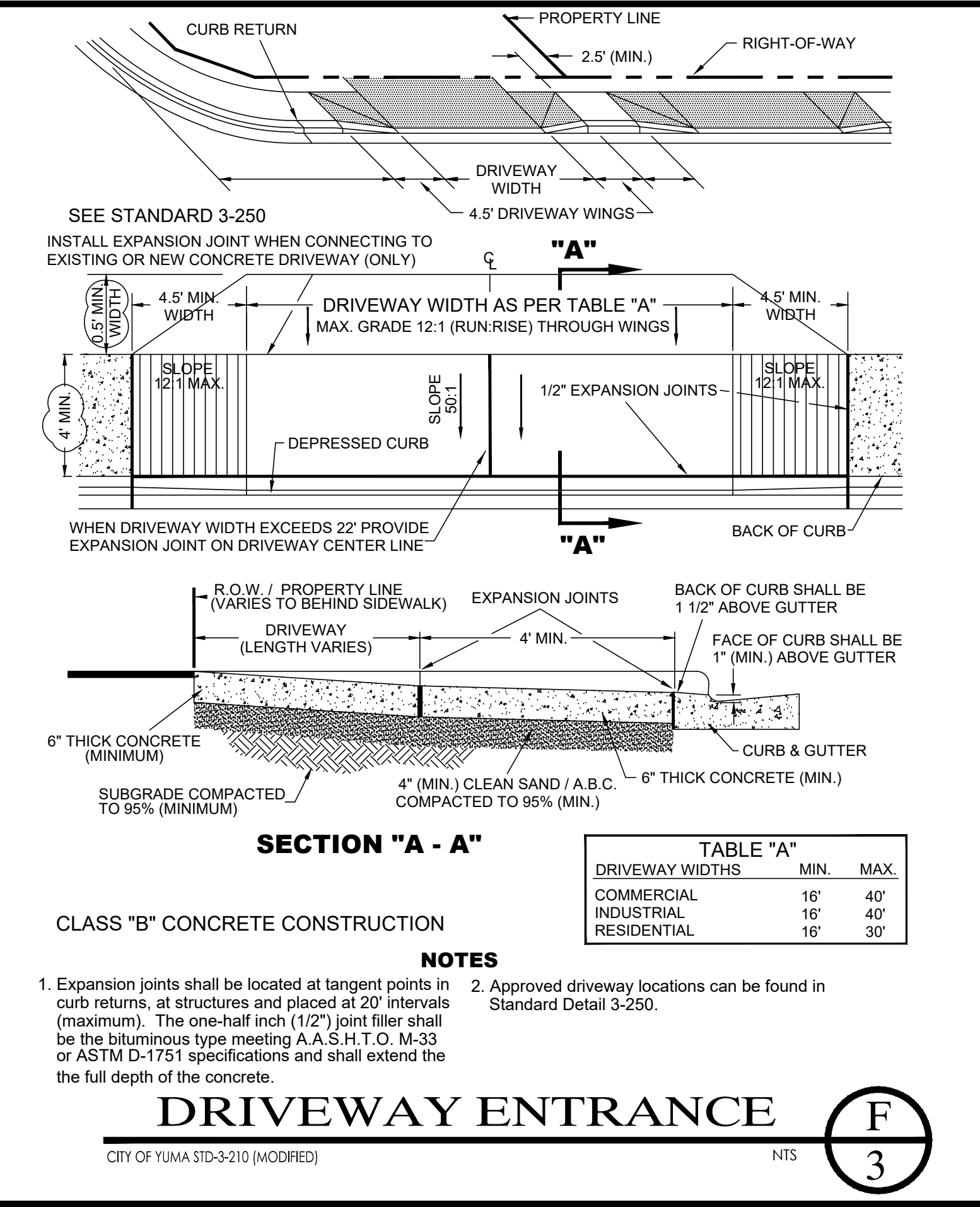
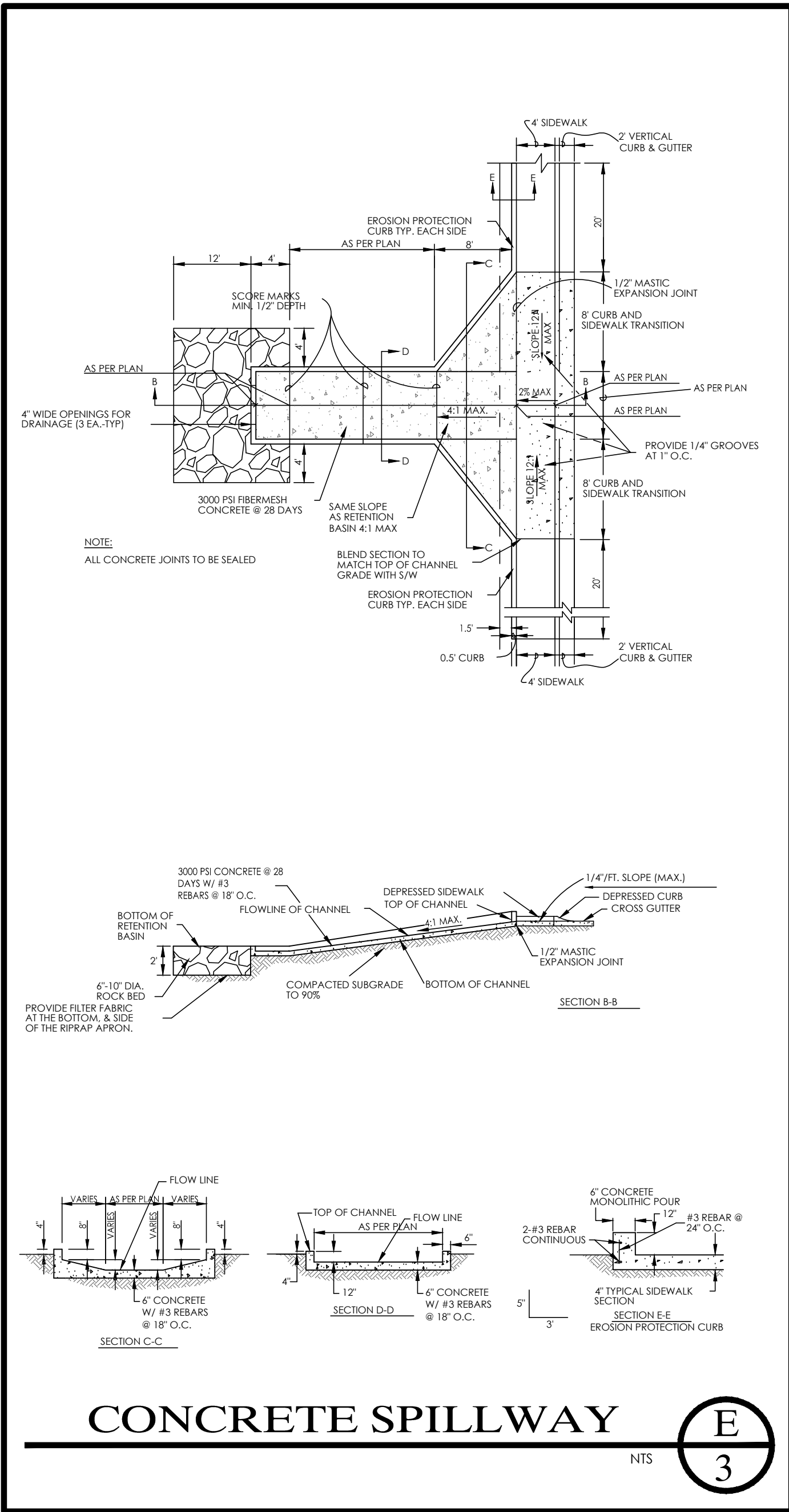
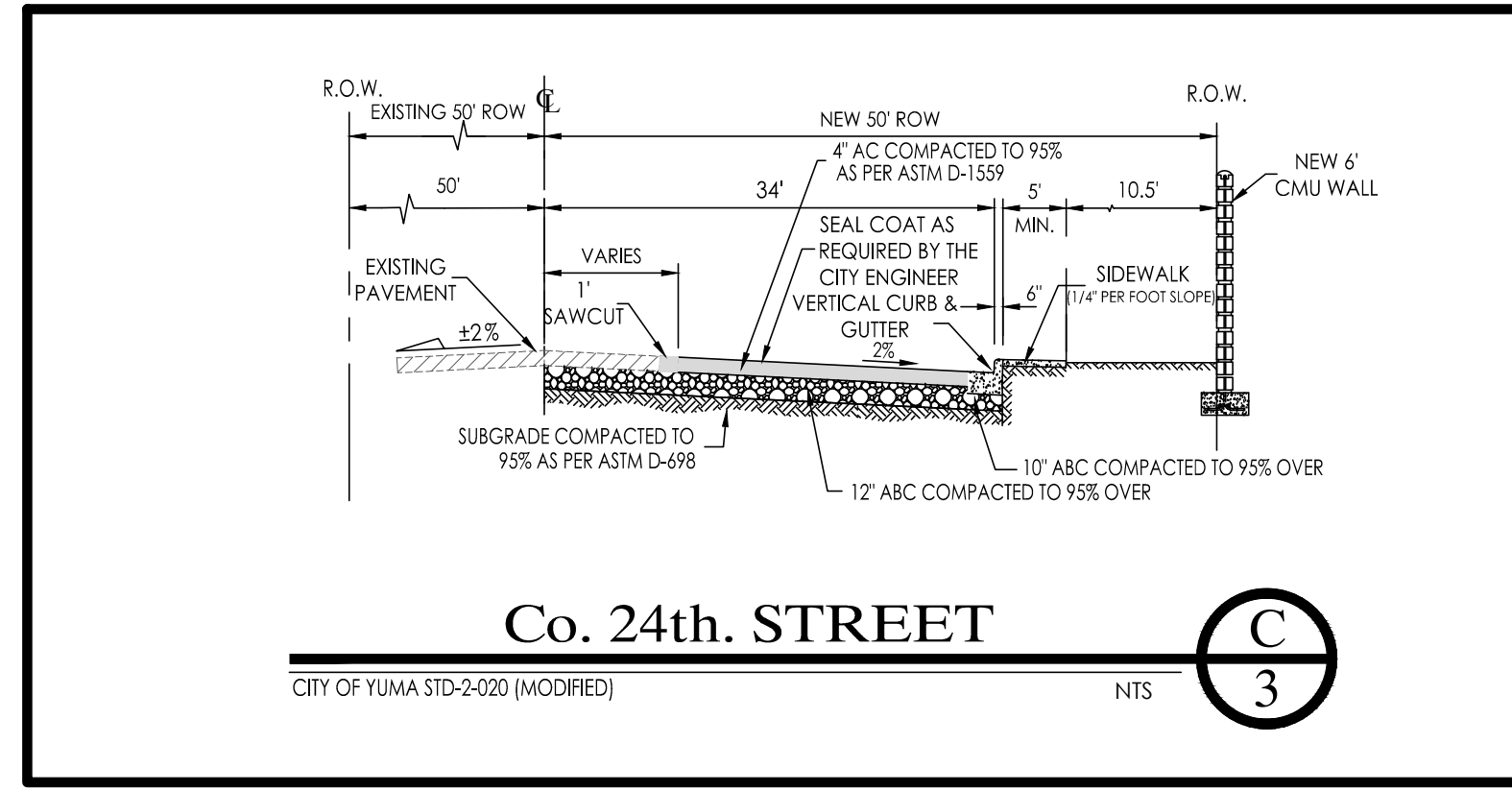
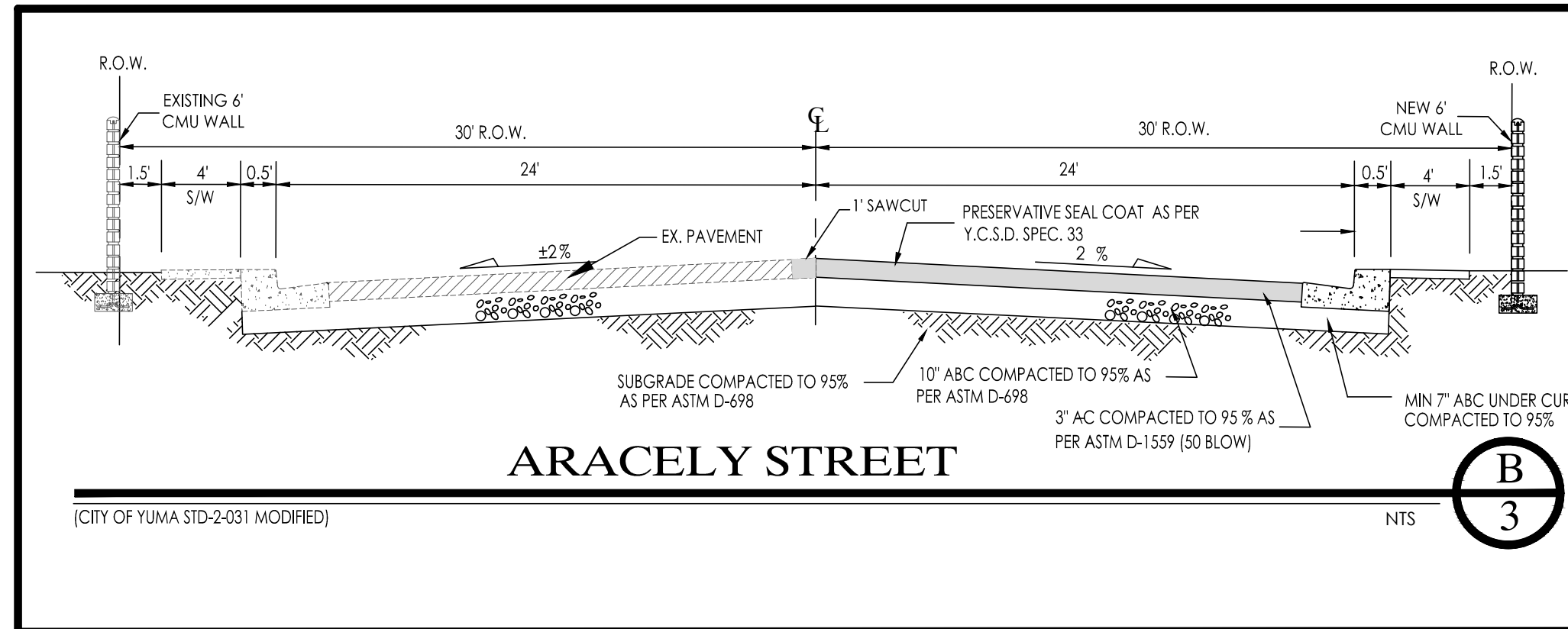
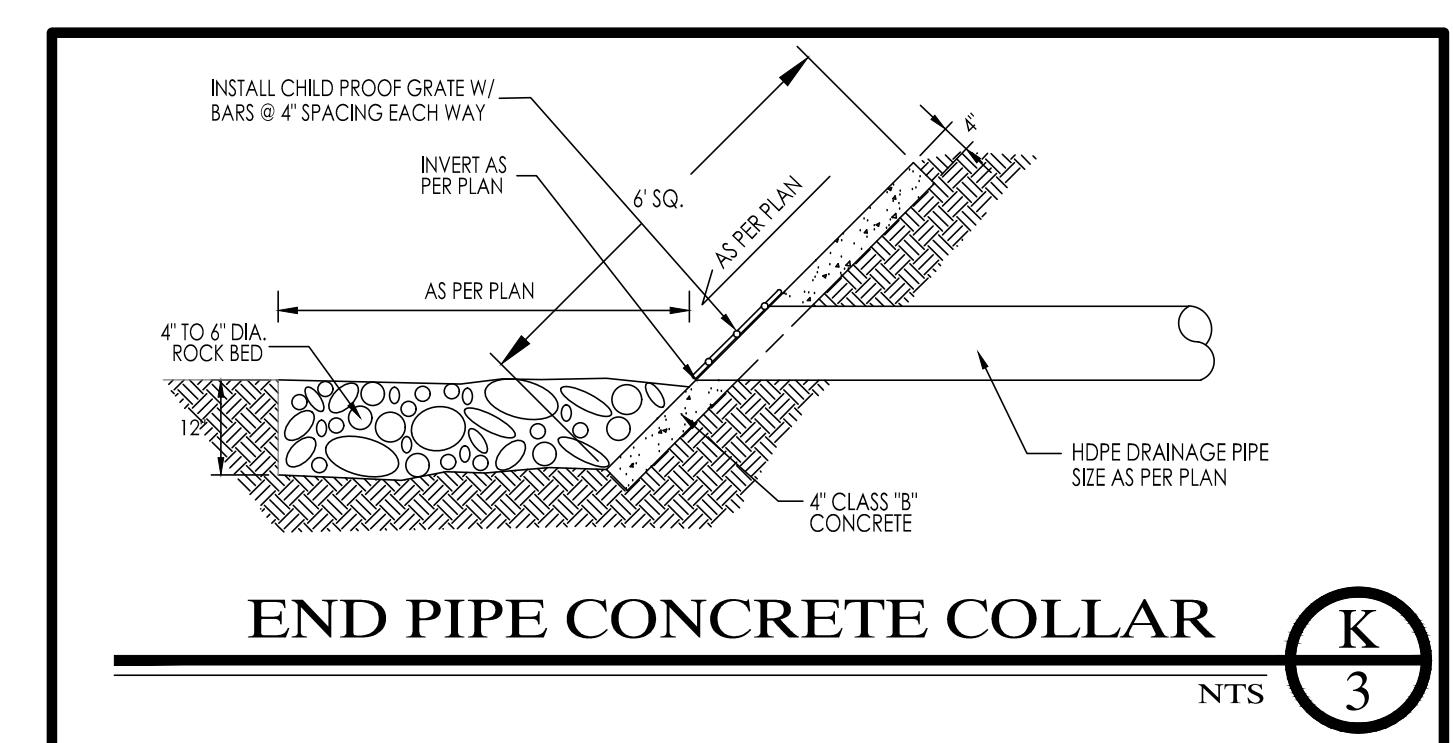
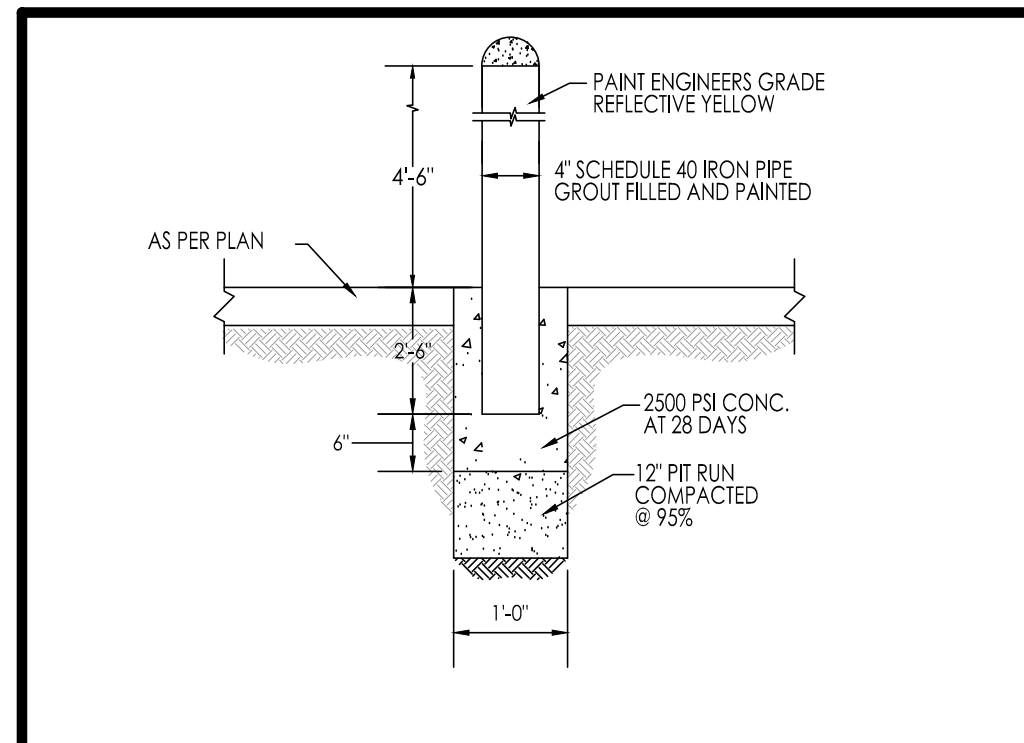
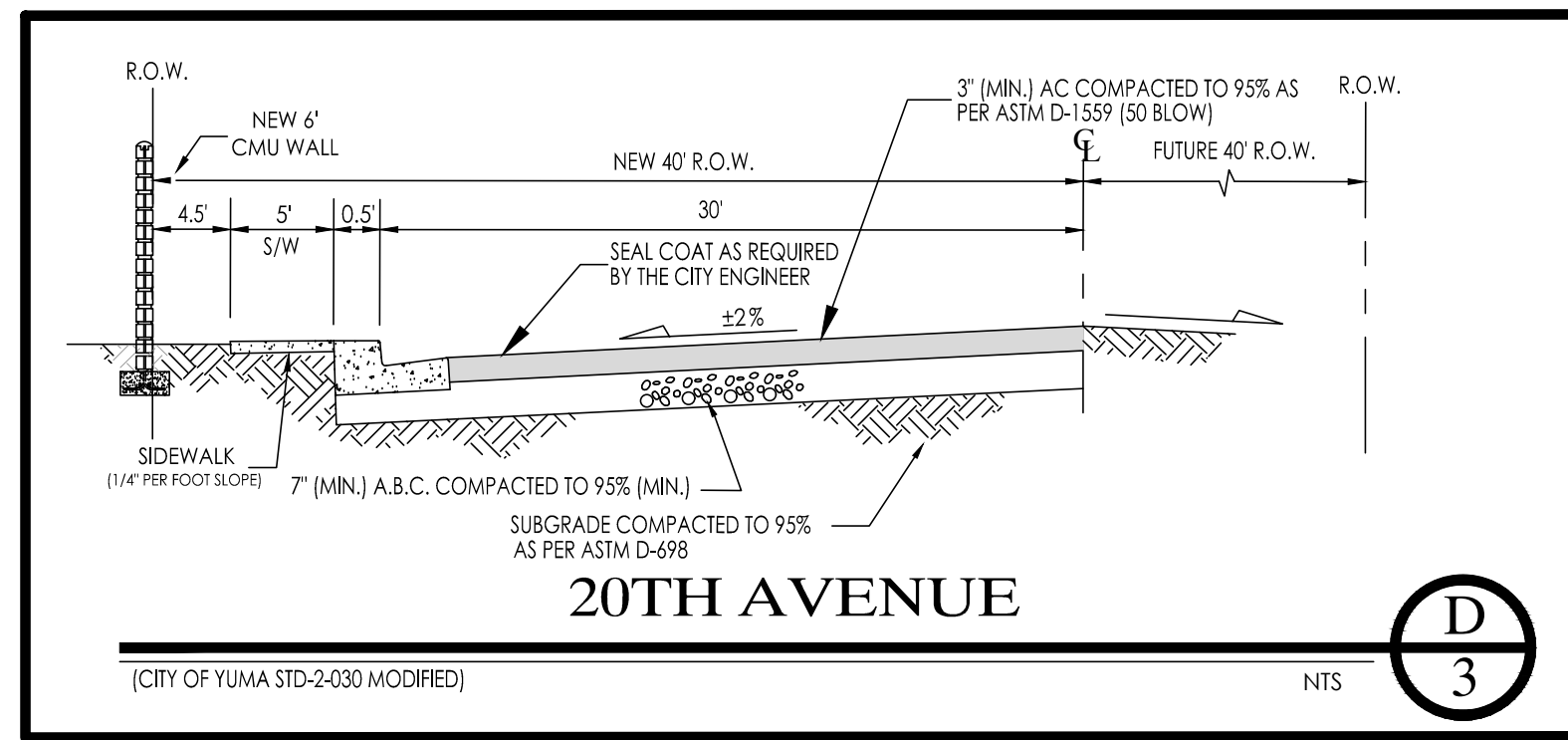
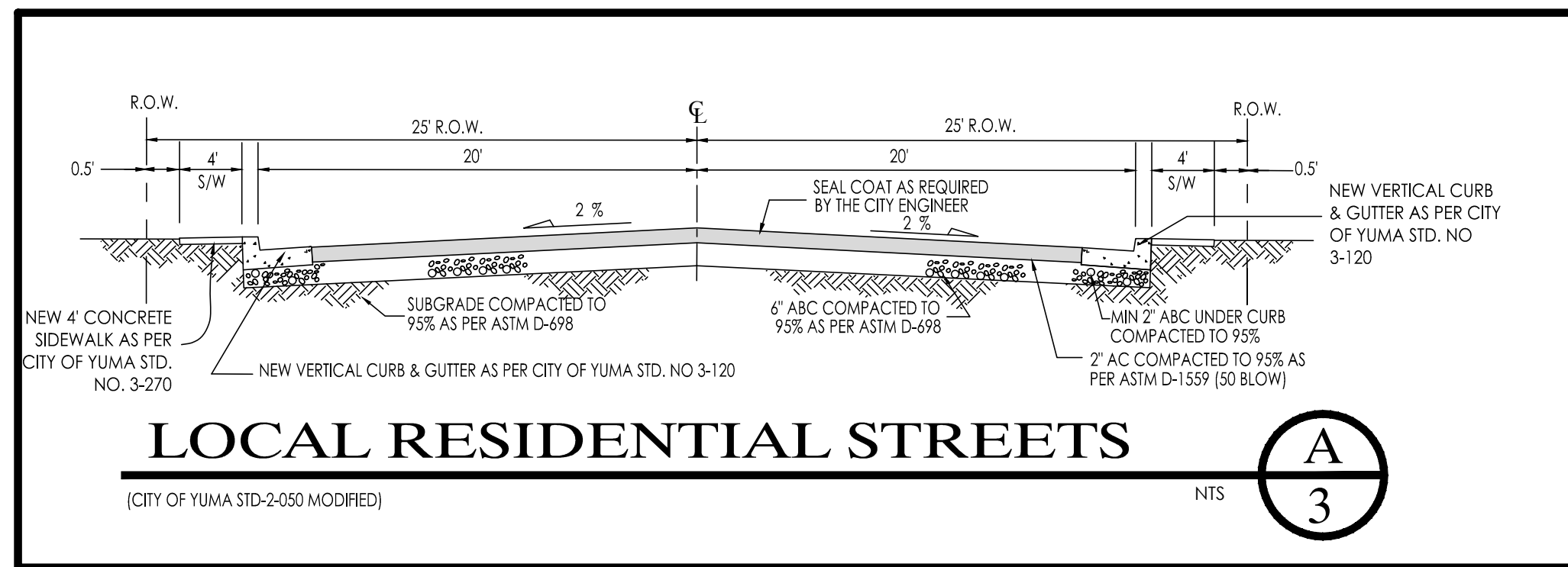
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COPYING, REPRODUCTION, OR PUBLICATION OF THESE PLANS BY ANY METHOD, IN WHOLE OR IN PART IS PROHIBITED

SANTA CECILIA #2
PAVING AND GRADING PLAN

SCALE: AS SHOWN DESIGNED BY: J.L.S. CHECKED BY: N.K.E.
DATE: OCT.-2017 DRAWN BY: J.L.S. JOB No. 17-020

EDAIS Engineering, Inc.
3075 S. Ave. 4E Yuma, Arizona 85365
(928) 344-3566 FAX (928) 344-1075
EMAIL: EE@Edaisengineering.com



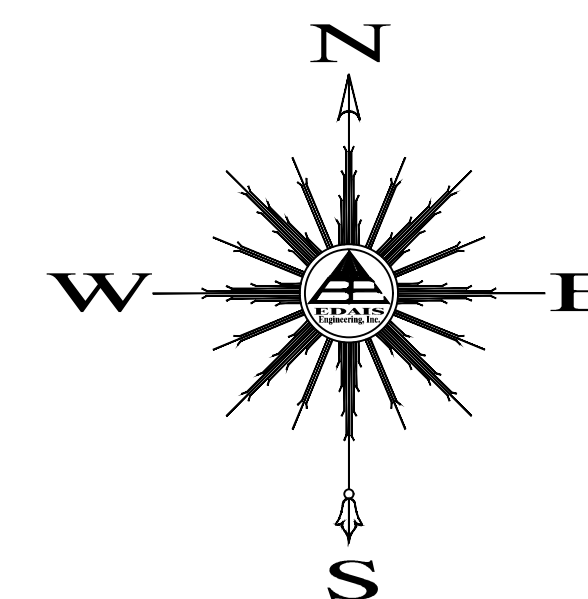
SANTA CECILIA #2
PAVING & GRADING DETAILS

SCALE: AS SHOWN DESIGNED BY: J.L.S. CHECKED BY: N.K.E.
DATE: OCT-17' DRAWN BY: J.L.S. JOB No. 17-020

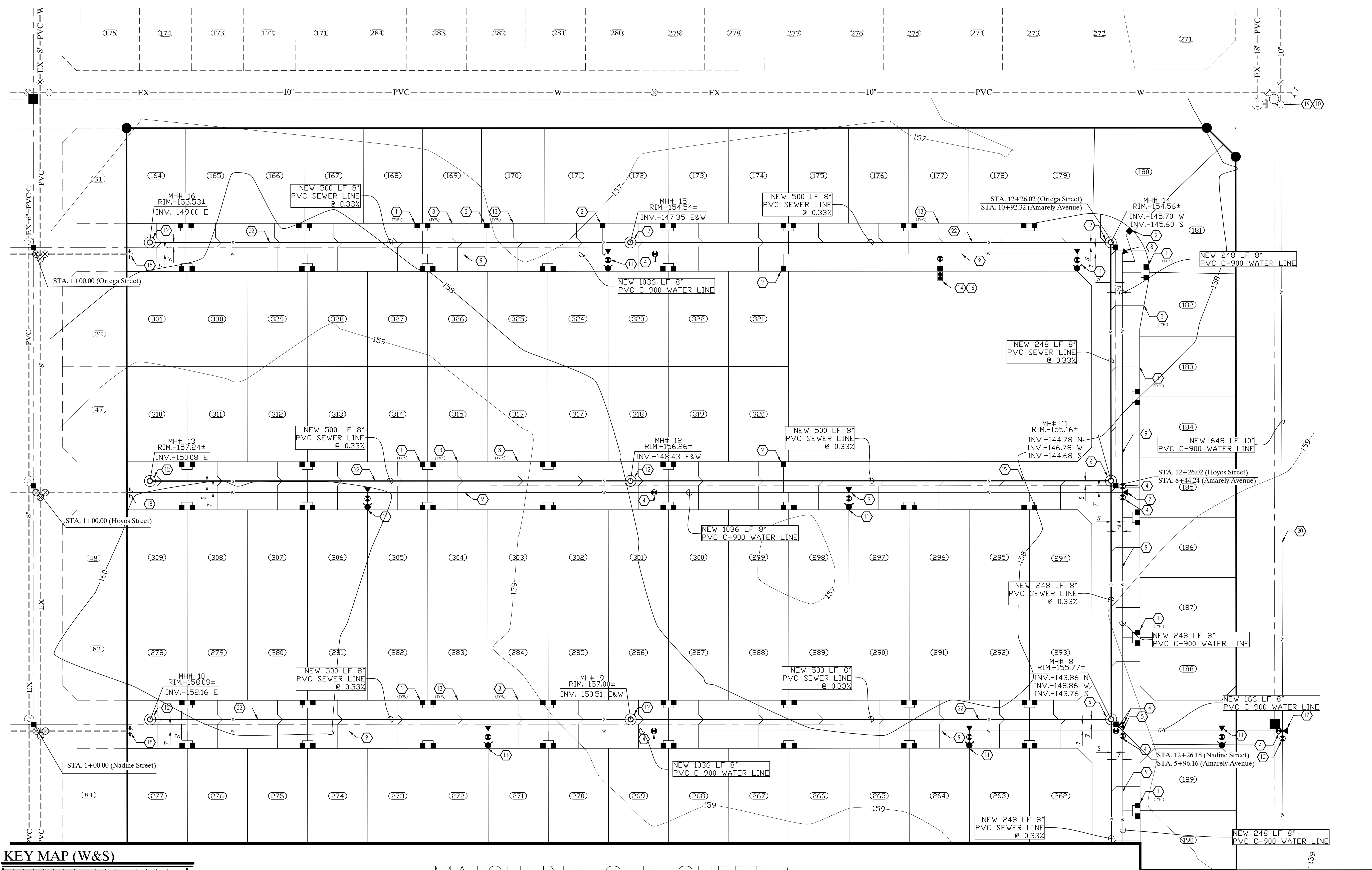
Edais Engineering, Inc.
30725 S. Ave. 4E Yuma, Arizona 85365
(928) 341-3566 FAX (928) 341-1075
EMAIL: najeh@edaisgroup.com

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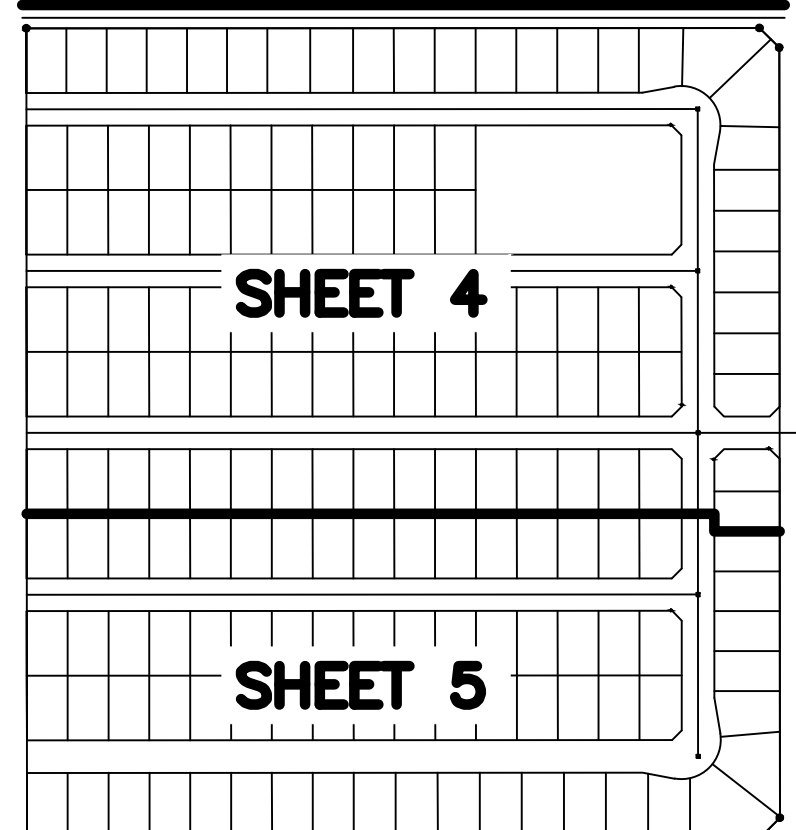
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SCALE: 1" = 50'



KEY MAP (W&S)

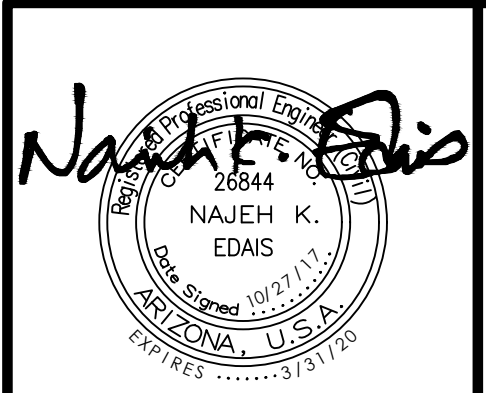


MATCHLINE SEE SHEET 5

NOTES:

1. FOR LEGEND, WATER/SEWER CONSTRUCTION KEYNOTES AND MATERIAL LIST SEE SHEET 5.
2. SEE SUBDIVISION PLAT FOR ALL DIMENSIONS.
3. SEE PAVING AND GRADING PLAN FOR ALL GRADES.
4. TRENCHING AND BACKFILLING FOR WATER AND SEWER LINES TO BE IN ACCORDANCE WITH CITY OF YUMA STD. 5-081
5. THE CITY OF SAN LUIS WILL ONLY ACCEPT CLOW OR WATEROUS WB-67 FIRE HYDRANTS.
6. THE CITY OF SAN LUIS REQUIRE THAT ALL FITTINGS TO HAVE MEGA LUG OR APPROVED EQUAL MECHANICAL RESTRAINS AND VERTICAL BENDS TO BE MJ RESTRAINED AT THE BENDS PLUS ONE ADDITIONAL RESTRAINT 20' UPSTREAM AND DOWNSTREAM OF THE BEND.

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



SANTA CECILIA #2
WATER & SEWER PLAN

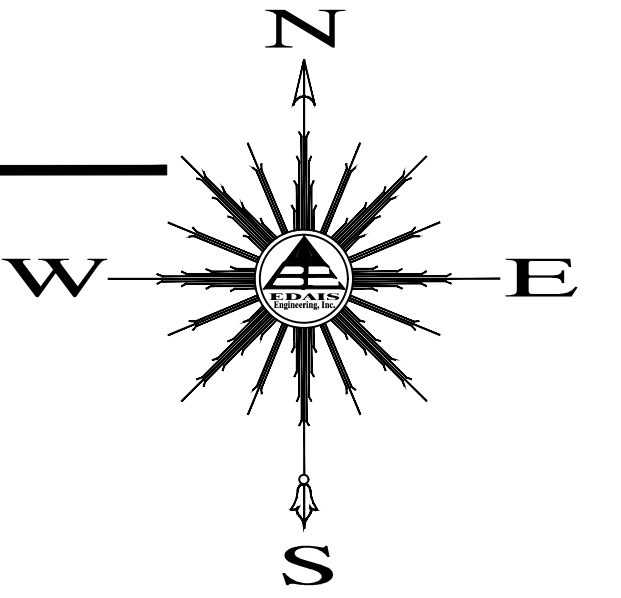
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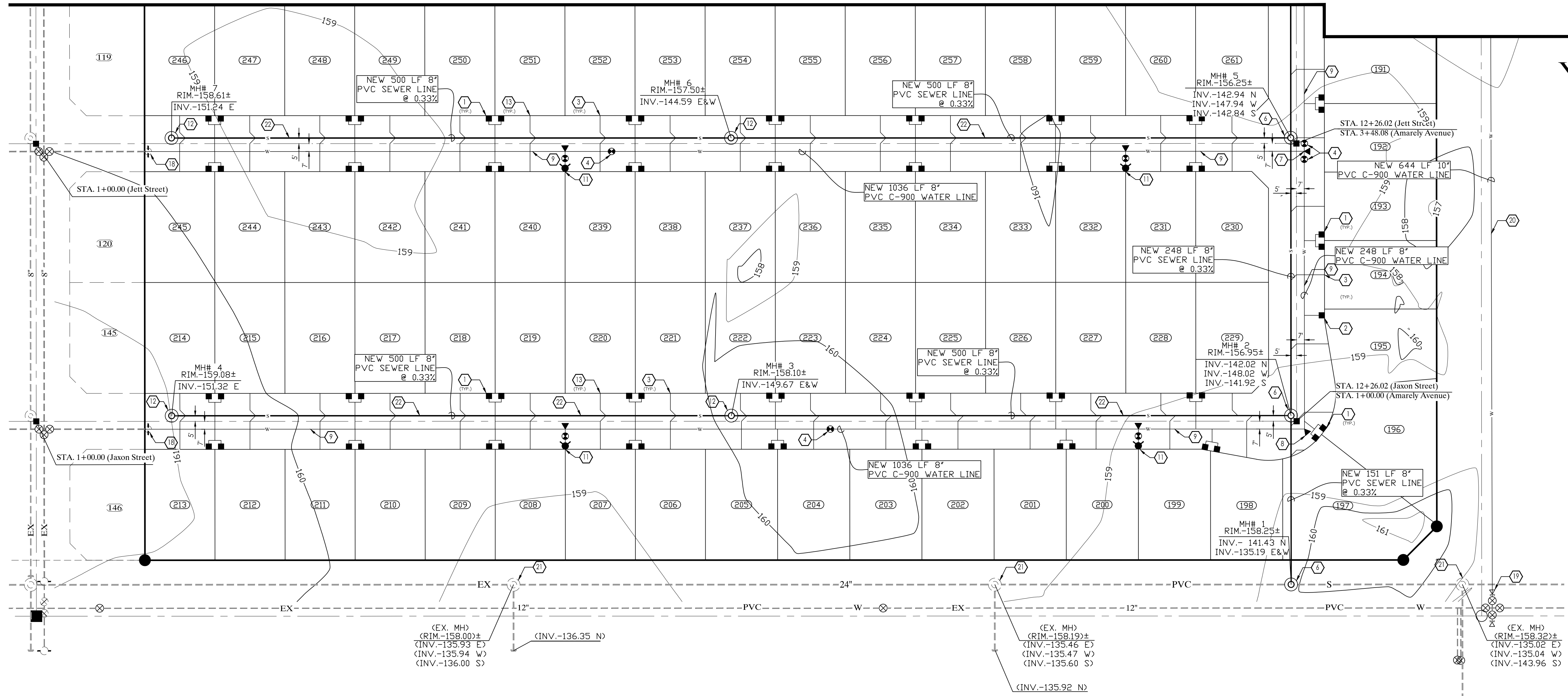
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MATCHLINE SEE SHEET 4



SCALE: 1"=50'



WATER / SEWER CONSTRUCTION KEYNOTES

- 1. INSTALL 1" DUAL WATER SERVICE (TYP.) AS PER CITY OF YUMA STD. NO. 5-148, 5-149, 5-154 & 5-142
- 2. INSTALL 1" SINGLE WATER SERVICE (TYP.) AS PER CITY OF YUMA STD. NO. 5-148, 5-149, 5-154 & 5-142
- 3. INSTALL 4" SEWER SERVICE (TYP.) PER CITY OF YUMA STD. NO. 5-021
- 4. INSTALL 8" GATE VALVE W/ V.B. & C. AS PER CITY OF YUMA STD. NO. 5-210 & 5-211
- 5. INSTALL 8" X 8" CROSS W/ THRUST BLOCK AS PER CITY OF YUMA STD. NO. 5-090
- 6. INSTALL TYPE 'A' DROP SEWER CONNECTION TO MANHOLE AS PER CITY OF YUMA STD. NO. 5-041 & STD. NO. 5-042
- 7. INSTALL 8" X 8" TEE W/ THRUST BLOCK AS PER CITY OF YUMA STD. NO. 5-090
- 8. INSTALL 90° ELL W/ THRUST BLOCK AS PER CITY OF YUMA STD. NO. 5-090
- 9. INSTALL NEW 8" PVC C-900 WATER LINE PER CITY OF YUMA STANDARDS AND SPECIFICATIONS
- 10. INSTALL 10" GATE VALVE W/ V.B. & C. AS PER CITY OF YUMA STD. NO. 5-210 & 5-211
- 11. INSTALL 6" FIRE HYDRANT COMPLETE AS PER CITY OF YUMA STD. NO. 5-120
- 12. CONSTRUCT NEW SANITARY SEWER POLYMER MANHOLE WITH GRADE RINGS AS PER CITY OF SAN LUIS SUPPLEMENT TO CITY OF YUMA AND MAC UNIFORM STANDARD SPECIFICATIONS
- 13. CONSTRUCT ALL SEWER SERVICES TO CENTER OF THE LOT UNLESS NOTED OTHERWISE
- 14. INSTALL 2" WATER SERVICE (TYP.) AS PER CITY OF YUMA STD. NO. 5-150
- 15. INSTALL 14" MIN. C-909 PVC CROSSING AS PER CITY OF YUMA STD. NO. 5-060
- 16. INSTALL 2" BACKFLOW PREVENTOR W/ CAGE AS PER CITY OF YUMA STD. NO. 5-116
- 17. INSTALL 10" X 8" TEE W/ THRUST BLOCK AS PER CITY OF YUMA STD. NO. 5-090
- 18. REMOVE EXISTING BLOWOFF VALVE AND CONNECT NEW 8" WATER MAIN TO MATCH
- 19. REMOVE EXISTING BLOWOFF VALVE AND CONNECT NEW 10" WATER MAIN TO MATCH
- 20. INSTALL NEW 10" PVC C-900 WATER LINE PER CITY OF YUMA STANDARDS AND SPECIFICATIONS
- 21. ADJUST EXISTING MANHOLE RIM & COVER TO NEW GRADE
- 22. INSTALL NEW 8" PVC SDR-35 SEWER LINE PER CITY OF YUMA STANDARDS AND SPECIFICATIONS

LEGEND

- CENTERLINE
- PROPERTY LINE
- BOUNDARY LINE
- W- EXISTING PVC WATER MAIN
- S- EXISTING PVC SEWER LINE
- W- NEW PVC WATER MAIN
- S- NEW PVC SEWER LINE
- (20) NEW LOT NUMBER
- 146 EXISTING LOT NUMBER
- NEW SEWER SERVICE
- NEW SINGLE WATER SERVICE
- NEW DUAL WATER SERVICE
- NEW 2" BACKFLOW PREVENTOR
- NEW THRUST BLOCK
- NEW WATER VALVE
- NEW MANHOLE
- NEW CLEANOUT
- NEW TEMPORARY BLOWOFF VALVE
- NEW FIRE HYDRANT
- NEW MANHOLE
- NEW RIM ELEVATION
- INV. NEW INVERT ELEVATION
- NEW STREET MONUMENT AS PER YUMA COUNTY STD. NO. 4-080
- EXISTING WATER VALVE

MATERIAL LIST

WATER			SEWER		
DESCRIPTION	UNIT	QTY	DESCRIPTION	UNIT	QTY
1" WATER SERVICE	EA	168	4" SEWER SERVICE	EA	168
8" GATE VALVE/W V.B. & C.	EA	13	SEWER MANHOLE	EA	16
10" GATE VALVE W/ V.B. & C.	EA	2	DROP SEWER CONNECTIONS	EA	4
6" FIRE HYDRANT	EA	11	8" SEWER LINE	LF	6143
8" X 8" PVC TEE W/THRUST BLOCK	EA	2			
90° ELL W/THRUST BLOCK	EA	2			
2" BACKFLOW PREVENTOR W/CAGE	EA	1			
8" X 8" PVC CROSS W/ THRUST BLOCK	EA	1			
8" X 10" TEE W/ THRUST BLOCK	EA	1			
2" WATER SERVICE	EA	1			
WATER CONNECTION	EA	1			
8" PVC C-900 WATER MAIN	LF	6338			
10" PVC C-900 WATER MAIN	LF	1292			

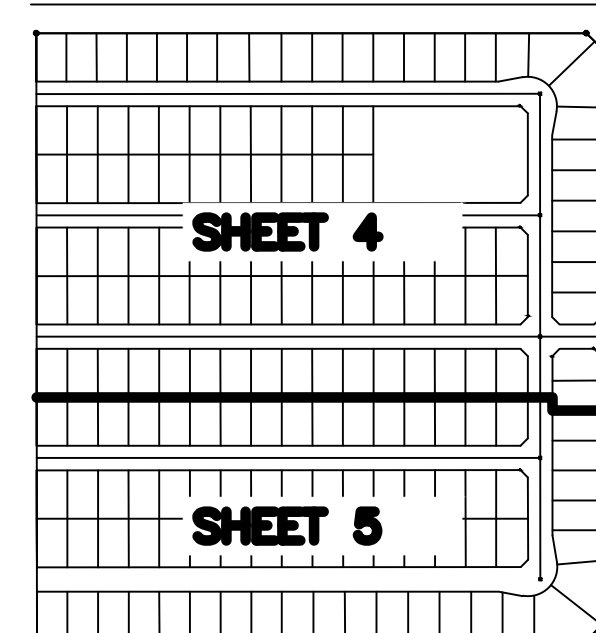
NOTES:

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- 5. THE CITY OF SAN LUIS WILL ONLY ACCEPT CLOW OR WATEROUS W-67 FIRE HYDRANTS.
- 6. THE CITY OF SAN LUIS REQUIRE THAT ALL FITTINGS TO HAVE MEGA LUG OR APPROVED EQUAL MECHANICAL RESTRAINS AND VERTICAL BENDS TO BE M.J RESTRAINED AT THE BENDS PLUS ONE ADDITIONAL RESTRAINT 20' UPSTREAM AND DOWNSTREAM OF THE BEND.

UTILITY WARNING

THE UNDERGROUND UTILITIES SHOWN HAVE BEEN LOCATED FROM FIELD SURVEY INFORMATION AND EXISTING DRAWINGS. THE SURVEYOR MAKES NO GUARANTEE THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED ALTHOUGH HE DOES CERTIFY THAT THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM INFORMATION AVAILABLE. THE SURVEYOR HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES.

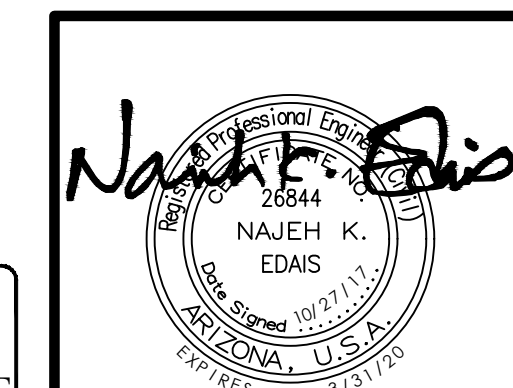
KEY MAP (W&S)



WATER LINE MAXIMUM BENDING ALLOWANCE SCHEDULE

PIPE DIAMETER (IN)	MINIMUM RADIUS (FT)
12"	315'
10"	265'
8"	215'
6"	165'
4"	110'
2"	60'
1"	50'

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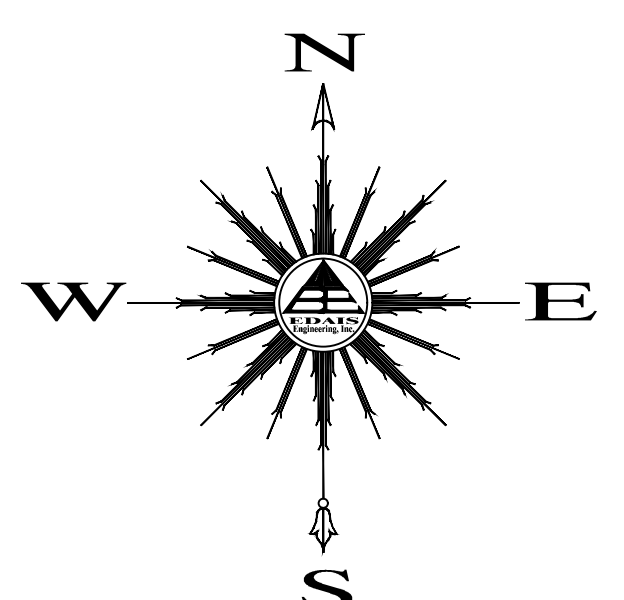
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SANTA CECILIA #2
WATER & SEWER PLAN

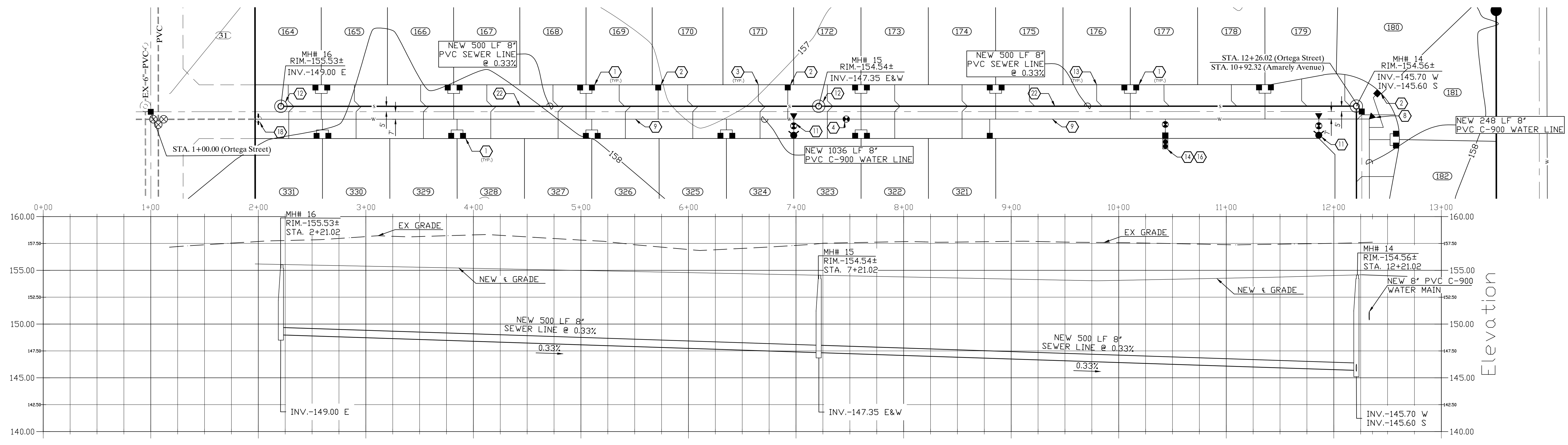
SCALE: AS SHOWN DESIGNED BY: J.L.S. CHECKED BY: N.K.E.
DATE: OCT.-2017 DRAWN BY: J.L.S. JOB No. 17-020

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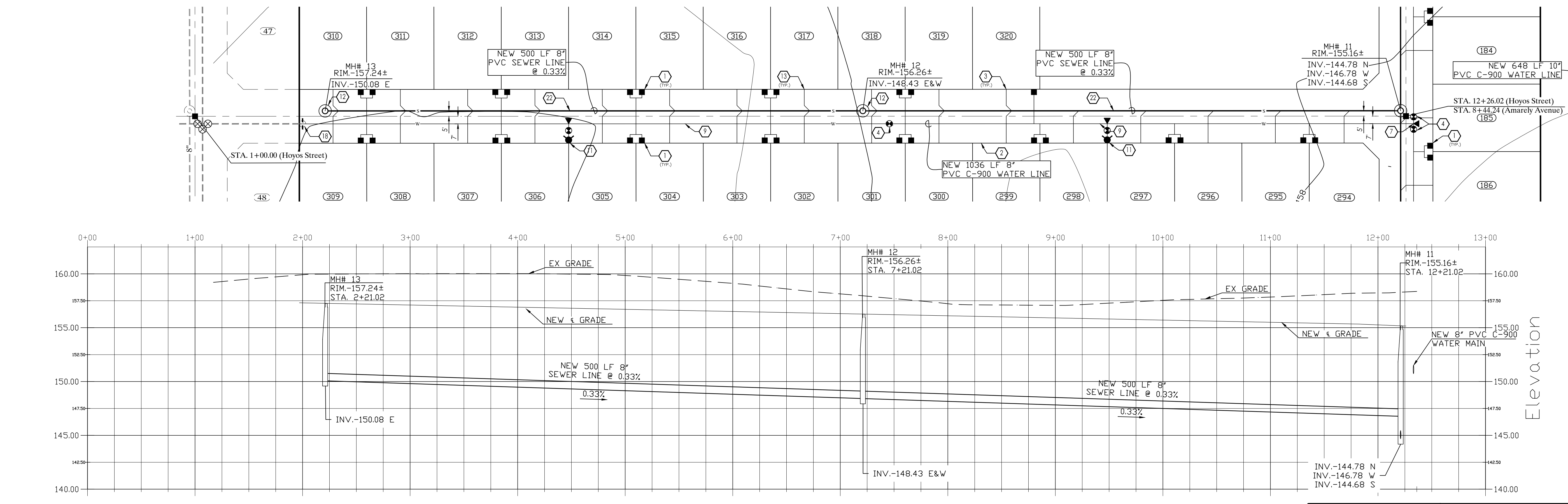
SHEET 5



SCALE HORIZ: 1"=50'
SCALE VERT: 1"=5'



Ortega Street



Hoyos Street

NOTES:

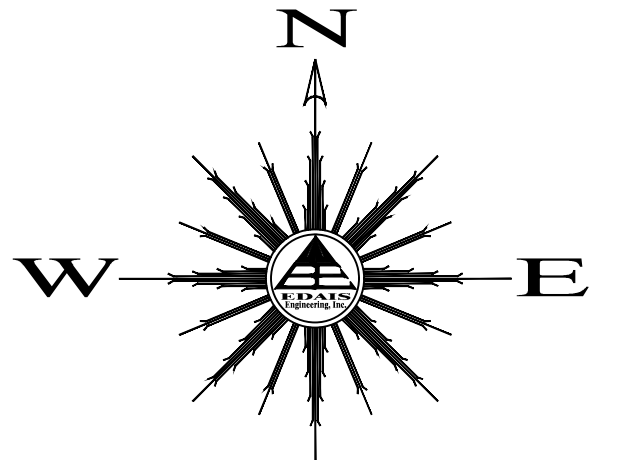
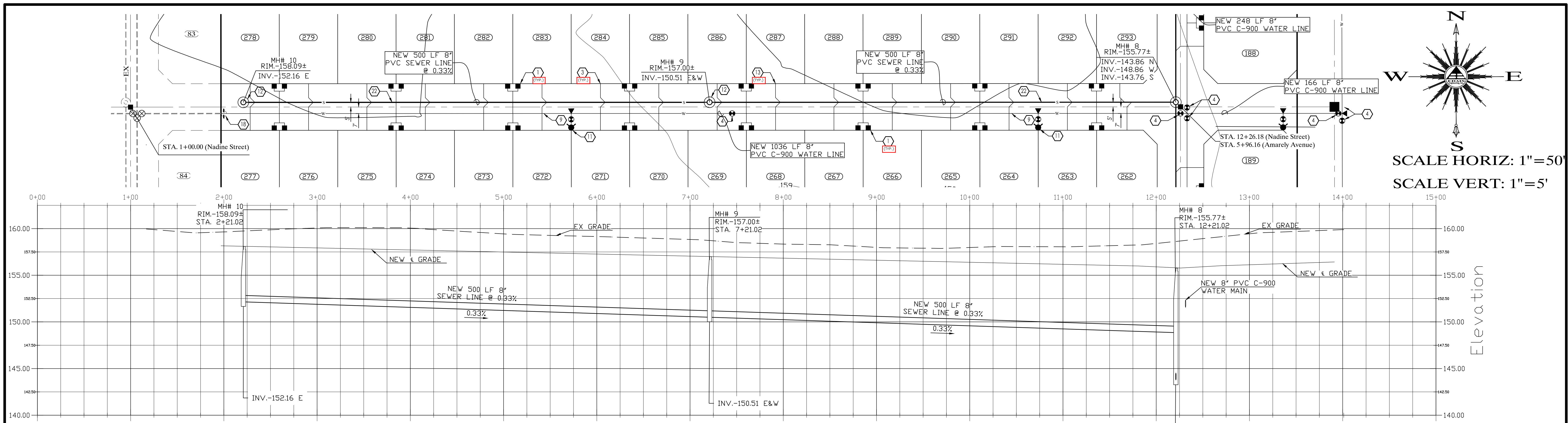
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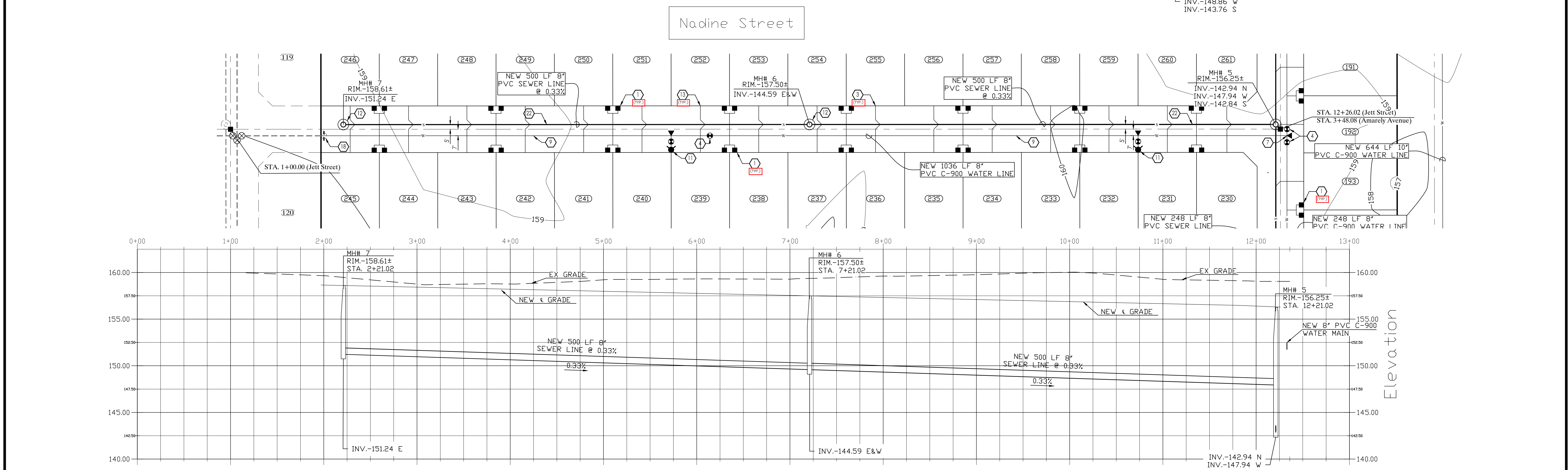
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SANTA CECILIA #2			
<i>WATER & SEWER PROFILES</i>			
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EDAIS Engineering, Inc.		SHEET 6	
3075 S. Ave. 4E Yuma, Arizona 85365 (938) 344-3566 FAX (938) 344-1075 EMAIL: EE@Edaisengineering.com			



SCALE HORIZ: 1"=50'
SCALE VERT: 1"=5'



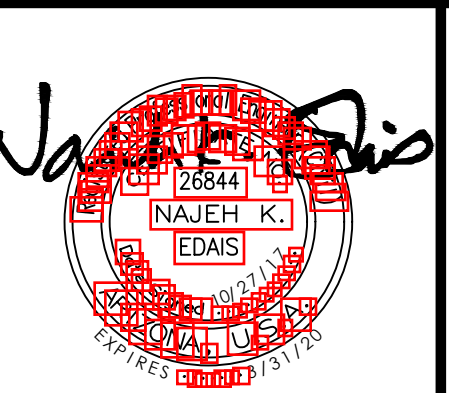
Nadine Street

Jett Street

- NOTES:**
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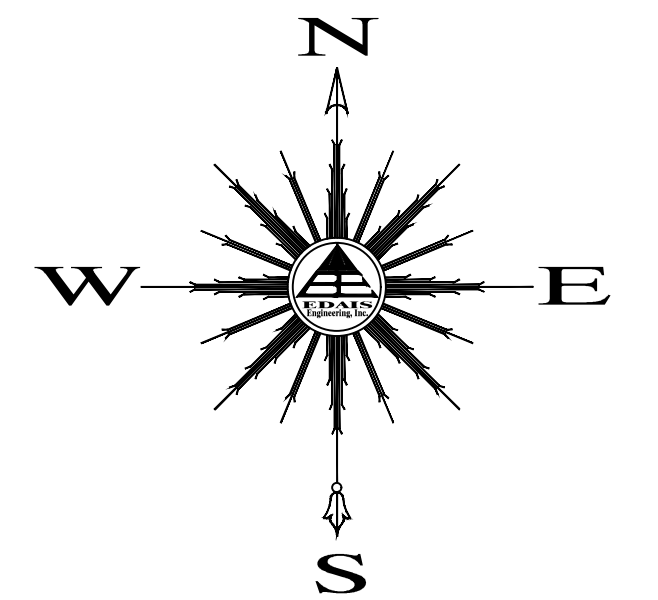
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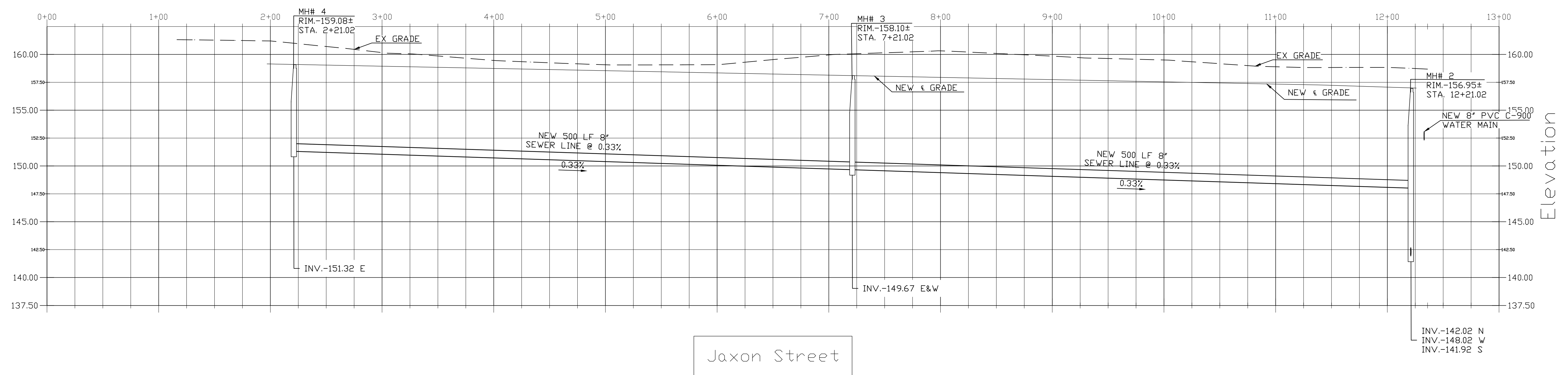
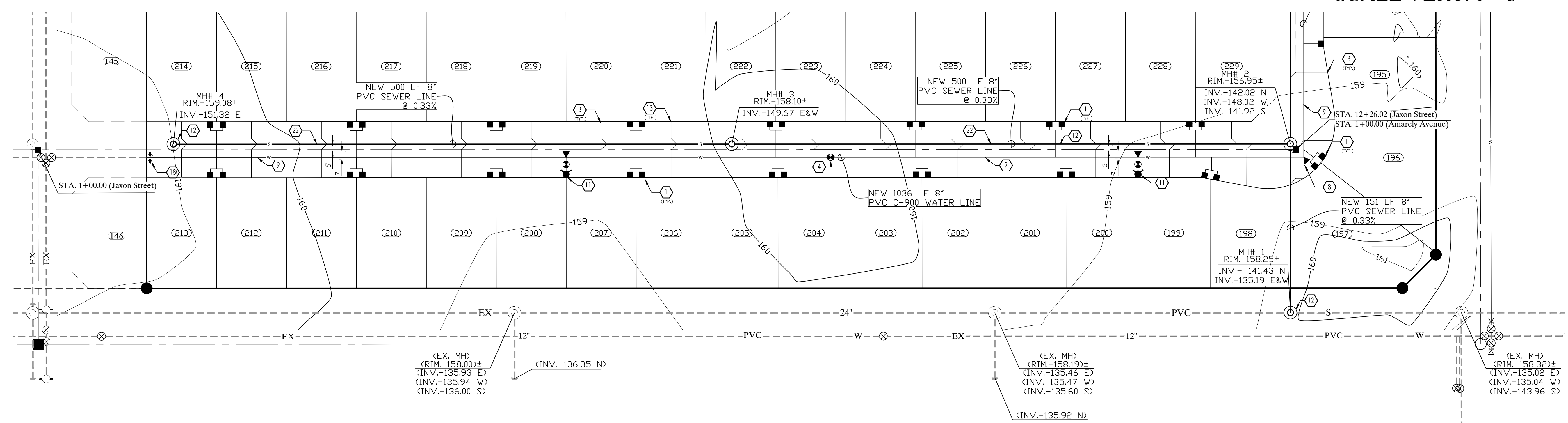
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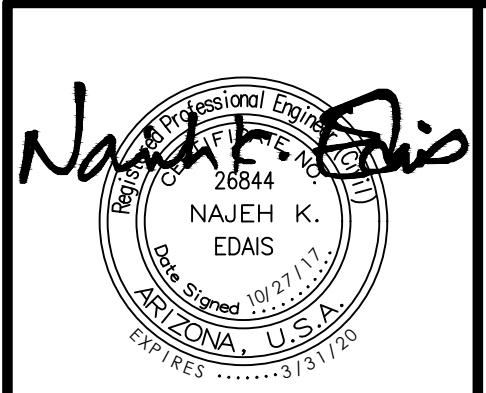
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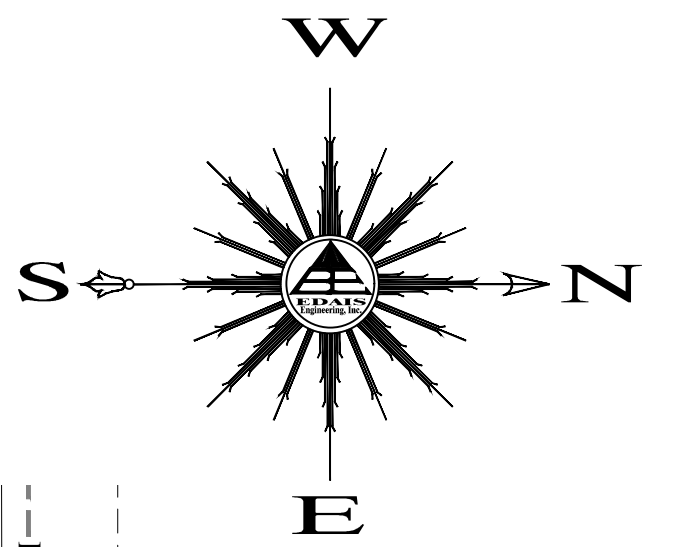
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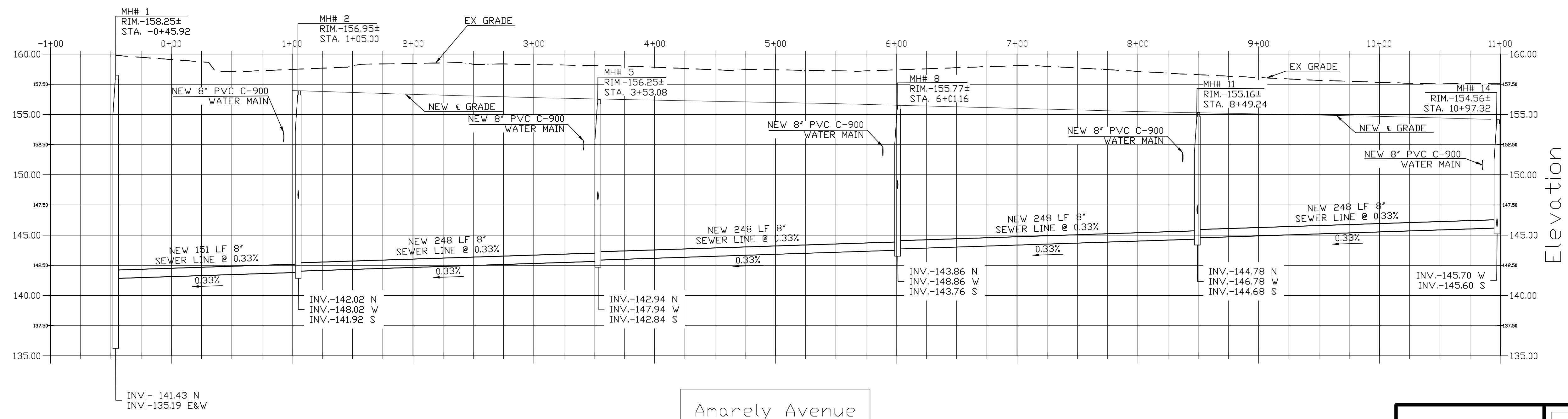
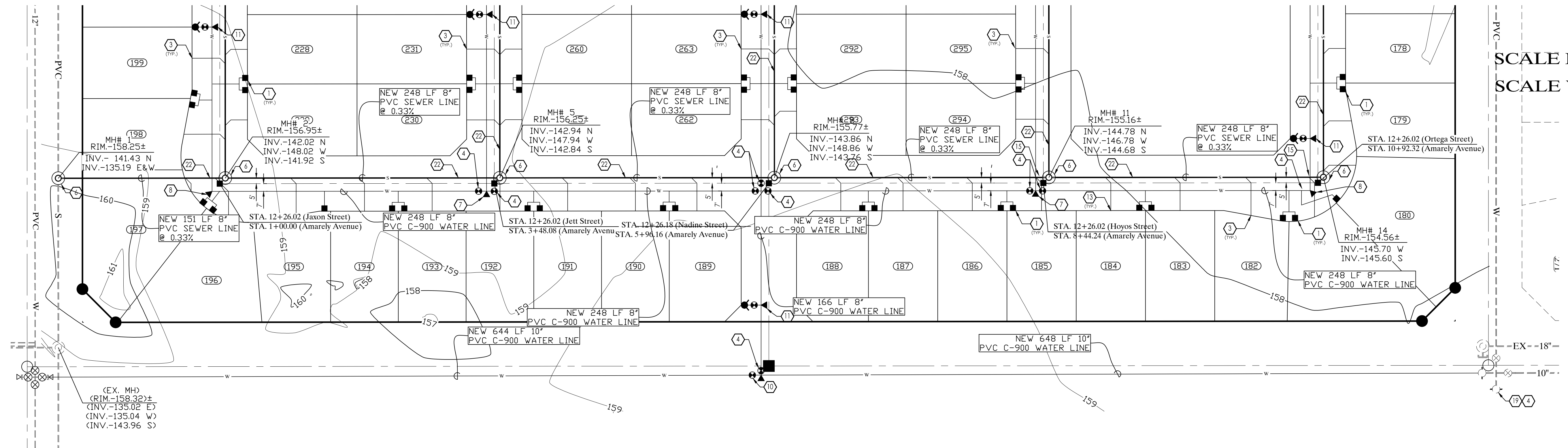
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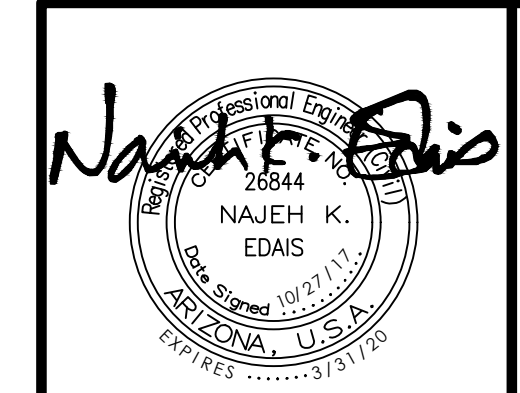
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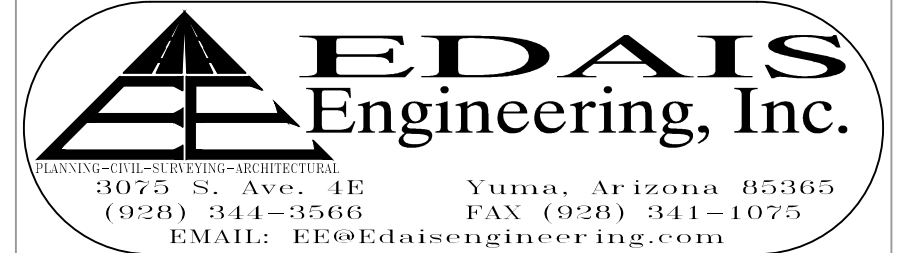
Amarely Avenue



SANTA CECILIA #2

WATER AND SEWER PROFILES

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City of San Luis

Planning and Zoning Department

January 9, 2018

Nieves Riedel
PO Box 1649
San Luis, Arizona

Re: Subdivision Case No. 2017-0738F/ Santa Cecilia No. 2

Ms. Riedel,

City staff has reviewed the plans submitted regarding Santa Cecilia No. 2, below are the City of San Luis comments:

Planning and Zoning Department:

1. Sheet 1 of 2 instead of "City Planning & Zoning Commission" should be "Director of Planning and Zoning Department"
2. Subdivision Regulations Section 3.28, Lot dimensions shall comply with the minimum standards of the Zoning Regulations in this case 6, 000 sq. ft. (City Code Chapter 152- Table No. 3).
3. Protective Fence on the west side of the retention must comply with City Code §152.219(A).
4. Submit Landscape Plans for retention basins and adjacent ROW- refer to City Code §152.295 through §152.300 for Landscape Regulations.
5. If necessary, applicant must sign the Improvement Districts petitions required for a subdivision. Improvement Districts must be recorded prior to the recordation of the plat.
6. Subdivision Regulations Section 3.25-1, a 5' sidewalk is required along Aracely Street.

City Engineer:

General:

1. Submit ADEQ approvals for water and sewer facilities.
2. Submit CC&R's for review. Submit recent title report.

Plat:

1. Add language to the Dedication for easements around fire hydrants and water meters (similar to Santa Cecilia No.1)
2. On Sheet 2 of 2, show setting survey monuments per Std. 4-080 at intersections of Co. 24th Street and Avenue E-1/2 (section line and mid-section line intersection) and at Aracely Street and Avenue E-1/2 (mid section line and 1/16 line intersection.)

Improvement Plans:

1. Paving and Grading Plans – Add callouts/plans for signing and striping as needed, including exterior streets.
2. Sheet 1 – Would it be better to add a second spillway to the retention basin on the Hoyos Street side? This would eliminate having to run storm water all around the retention basin to Ortega Street.
3. Sheet 3 – Detail K-3 – End Pipe Concrete Collar – 6' square dimension does not appear long enough for a 36" pipe (pipe cut at the angle of the retention basin slopes would be longer than 6 feet.)
4. Sheets 4 and 5 – The 10" water line along Avenue E-1/2 is outside of City of San Luis right-of-way. Provide right-of-way or water line easement for the water line.
5. Sheet 8 – Add note to protect the existing 12-inch water line in County 24th Street during the deep manhole construction.

Public Works:

SWPPP

1. Best Management Practices for SWPPP implementation shall be throughout the duration of the project. Note 4 under Dust Control only asks for sweeping after project is complete. Please revise.

Plat

1. Visibility triangle detail shall have a double obstruction limitation so that it also applies to corner lots at the subdivision entrance. Revise wall height as needed.
2. Plat dedication wording is to be revised similar to what was done for Santa Cecilia Phase 1. Coordinate with City Staff for revisions

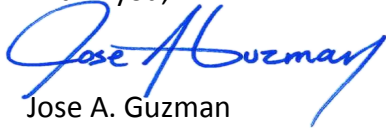
Improvement Plans – These comments can be addressed in the final plat stage

1. Assure street lighting is coordinated with APS and previous designs.
2. Most streets are designed at minimum grade so extra precautions need to take place during construction to assure adequate street drainage.
3. Double check grades on the north side of Hoyos Street where it ties in to the west. There is a 1.85' grade difference on the gutter over the width of a lot.
4. Add second spillway.
5. Add key to the bottom of the spillway. This will help protect spillway's integrity when erosion occurs.

6. Sewer shall discharge over to 20th Avenue sewer main through Nadine Street as shown in the master plan.

Please be advised that the comments made here are tentative in nature. Until all documentation, information, and drawings are submitted and approved in final form, and all permits for construction are approved and issued, the City of San Luis reserves the right to make further comment or require further information or submissions. Any construction which occurs prior to issuance of proper permits is occurring in contravention of the ordinances of the City, and is occurring at the risk of the Developer.

Thank you,



Jose A. Guzman

Acting Planning and Zoning Director



AGENDA ITEM REVIEW FORM

Regular City Council Meeting

5.B.

Meeting Date: 01/24/2018

Department Head: Hank Green, Fire Chief, Fire Department

Submitted By: Hank Green, Fire Chief, Fire Department

Action Requested: Motion
Resolution

ITEM:

Discussion and possible action on any and all matters regarding Resolution No. 2013. A resolution of the City of San Luis, Arizona authorizing and directing the entering into an Intergovernmental Agreement between the City of San Luis and the City of Yuma for Mutual Aid and Assistance for Fire, Medical, Hazardous Material, Chemical-Biological-Radiological-Nuclear-Explosive (CBRNE), Mass Casualty Emergencies, Technical Rescue and Operation Support. **(Hank Green, Fire Chief)**

SUMMARY:

The City of San Luis Fire Department is requesting authority to enter into an Intergovernmental Agreement for Mutual Aid and Assistance for Fire, Medical, Hazardous Material, Chemical-Biological-Radiological-Nuclear-Explosive (CBRNE), Mass Casualty Emergencies, Technical Rescue and Operations Support. Previous agreements were a little less wordy and generally were called mutual aid agreements. This agreement between SLFD and YFD will allow each agency to assist the other, should the need arise, regardless of the type of event. Historically, SLFD has utilized the resources of YFD; the Sol International Fire and most recently at several medical events when ground ambulances were not available from SLFD, Somerton-Cocopah Fire Department or Rural Metro Corporation. Such an agreement facilitates the interactions, operations, and responsibilities between our two communities and departments. For example, if an auto crash is reported on Arizona 195, it really doesn't matter that we determine the exact location of the event to determine who should respond; the agency who receives the 9-1-1 call dispatches their appropriate units and notifies the other agency, who send their units. We will meet at the scene and assist the other agency, to the benefit of any patients and, each agency closest resource without depleting either agencies resources. There are two, new elements in this version of the Mutual Aid Agreement. The first is the inclusion of the traffic signal preemption system (OPTICOM®). This system is installed at all signalized traffic intersections within the City of Yuma, receives a coded, infrared signal from an apparatus mounted emitter and advances the traffic signal intervals to provide a green light to the direction of approach of the apparatus. In other words, cross traffic at an intersection will be given a red signal light and the apparatus equipped with the emitter will receive a green signal light. Apparatus will not "run a red light" at controlled intersections. SLFD ambulances will be able to access the City of Yuma's OPTICOM® system when transporting medical patients to YRMC. SLFD and San Luis Public Works will require the installation of an OPTICOM® system at all future signalized intersections within San Luis and the retrofit of our six existing signalized intersections in San Luis is an element of our Capital Improvement Program. The second new element of this IGA addresses our ability to access and use their Yuma Public Safety Training Facility. This complex will provide SLFD personnel the opportunity to conduct and participate in live fire training, apparatus driver training, confined space and ladder operations when the mobile live fire training system is not on site at SLFD. The City of San Luis Fire Department is requesting appropriate authority to enter into the Intergovernmental Agreement with the City of Yuma.

RECOMMENDATION / SUGGESTED MOTION:
I MOVE TO APPROVE RESOLUTION NO. 2013.

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: 0.00
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):

The only possible fiscal impact would come from possible Overtime Salaries used to assure sufficient staffing within the City of San Luis or the cost of consumable items or materials, should we respond in support of the City of Yuma Fire Department.

Attachments

Resolution No. 2013
Mutual Aid Agreement
Exhibit A Opticom
Exhibit B Public Safety Training Facility



Resolution

OFFICE OF THE
MAYOR
CITY OF SAN LUIS

No. 2013

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF SAN LUIS, ARIZONA AUTHORIZING AND DIRECTING THE ENTERING INTO AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF SAN LUIS AND THE CITY OF YUMA FOR MUTUAL AID AND ASSISTANCE FOR FIRE, MEDICAL, HAZARDOUS MATERIAL, CBRNE, MASS CASUALTY EMERGENCIES, TECHNICAL RESCUE AND OPERATIONS SUPPORT.

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

Section 1. That it is deemed in the best interest of City of San Luis and its residents that an Intergovernmental Agreement with the City of Yuma for mutual aid and assistance for fire, medical, hazardous material, CBRNE, mass casualty emergencies, technical rescue and operations support will provide needed or specialized resources in the event of a significant, emergency event.

Section 2. That it is also deemed in the best interest of City of Yuma and its residents that an Intergovernmental Agreement with the City of San Luis for mutual aid and assistance for fire, medical, hazardous material, CBRNE, mass casualty emergencies, technical rescue and operations support will provide needed or specialized resources in the event of a significant, emergency event.

Section 3. That a true copy of said Intergovernmental Agreement is incorporated herein as though fully set forth again in full.

Section 4. That the Mayor or City Manager and/or his designee are hereby authorized and directed to execute this Intergovernmental Agreement on behalf of the City of San Luis and to take any and all actions as may be necessary to put the agreement into effect.

Section 5. That the San Luis City Clerk and/or her designee is authorized and directed to maintain this Intergovernmental Agreement in the official files of the City Clerk and to deliver it to the City of Yuma.

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

**INTERGOVERNMENTAL AGREEMENT FOR
MUTUAL AID AND ASSISTANCE FOR FIRE, MEDICAL, HAZARDOUS
MATERIAL, CBRNE, MASS CASUALTY EMERGENCIES, TECHNICAL RESCUE
AND OPERATIONS SUPPORT**

This Intergovernmental Agreement For Mutual Aid and Assistance For Fire, Medical, Hazardous Material, CBRNE, Mass Casualty Emergencies, Technical Rescue And Operations Support (the “**Agreement**”) is made and entered into this ___ day of _____, 2018 (“**Effective Date**”), by and between the City of Yuma, an Arizona municipal corporation (“**Yuma**”) and the City of San Luis, Arizona, an Arizona municipal corporation (“**San Luis**”). Yuma and San Luis may be referred to herein individually as a “**Party**” or collectively as the “**Parties**.”

RECITALS

WHEREAS, the Parties maintain equipment and personnel for the suppression of fires, the provision of emergency medical care, the stabilization and containment of other emergencies within its own jurisdiction and area; and,

WHEREAS, the Parties have had a mutual aid agreement since November of 1993, to provide the highest level of services in conjunction with the most effective use of local fire department resources working collaboratively through intergovernmental cooperation; and,

WHEREAS, the Parties have rendered mutual aid to one another in the past, and anticipate a continuing demand for such mutual aid and cooperation in the use of their personnel and equipment in the future, for the safety, health and welfare of the people of their jurisdictions during a time of emergency; and,

WHEREAS, the Parties desire to augment the fire protection, emergency medical, hazardous material, Chemical, Biological, Radiological, Nuclear, and High Yield Explosive (“**CBRNE**”), mass casualty response, and technical rescue capabilities available in their various establishments, districts, agencies, and municipalities in the events of emergencies of a magnitude that has developed or appears probable to develop beyond the control of a single Party, which therefore requires the combined forces of the Parties; and,

WHEREAS, the Parties desire to work together regarding the ongoing implementation and use of the Opticom infrared (“**IR**”) traffic preemption system (the “**Opticom System**”), which provides line-of-sight emergency vehicle preemption of traffic signals and increases the safety of authorized fire and medical emergency vehicles and the traveling public; and,

WHEREAS, the jurisdictional boundaries of the Parties are located such that mutual assistance in a fire or other emergency is feasible; and,

WHEREAS, the Parties desire to render assistance to one another in accordance with the terms of this Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual terms and conditions contained in this Agreement, the sufficiency of which is acknowledged, the

Parties agree as follows:

AGREEMENT

1. Purpose. The purpose of this Agreement is to improve the provisions of fire protection and emergency medical services within the respective jurisdictions of the Parties by facilitating mutual aid and assistance.

2. Definitions.

2.1. “***Incident Commander***” means the individual designated by the Requesting Agency charged with overall management and command of an emergency incident pursuant to the National Incident Management System.

2.2. “***Mutual Aid***” means the provision of such apparatus, personnel, and equipment as reasonably necessary and available to assist a Requesting Agency in matters related to the services as needed by a Requesting Agency.

2.3. “***Requesting Agency***” means the Party who makes a request for Mutual Aid from the other Party pursuant to the terms and conditions of this Agreement.

2.4. “***Responding Agency***” means the Party who agrees to provide Mutual Aid to the other Party pursuant to the terms and conditions of this Agreement.

3. Request For Assistance. If confronted with an emergency situation at which the Requesting Agency has need for apparatus, equipment or personnel in excess of that available to the Requesting Agency, the commanding officer of the Requesting Agency or the officer in charge of a fire unit or an emergency medical service unit of the Requesting Agency at the scene of the emergency of either Party is authorized to request assistance from the other Party as follows:

3.1. **Fire or Other Emergencies:** The Parties will respond to structural fires or other emergencies, which may include, but are not limited to, weather related, earthquake related or any other type of emergency condition, within the Parties’ respective jurisdictional limits.

3.2. **Medical Emergencies:** The Parties will respond to emergency medical incidents within the Parties’ respective jurisdictional limits.

3.3. **Hazardous Material Emergencies/CBRNE:**

3.3.1. The Parties will assist in the emergency stabilization, containment, and identification of chemicals and/or substances involved in a spill, release, or leak that pose a serious risk to public health or safety consistent with their level of training and capabilities.

3.3.2. Continuing cleanup action beyond the scope of the emergency response

shall remain the responsibility of the Requesting Agency.

3.4. Technical Rescue: The Parties will respond to technical rescue incidents within the Parties' respective jurisdictional limits. Technical rescues include, but are not limited to, swift water, high angle, trench, confined space, palm tree rescue and collapse rescue.

3.5. Extraordinary Emergency Events:

3.5.1. It is recognized that the Parties to this Agreement may maintain agreements with other emergency response agencies and that both agencies may not hold agreements with the same agencies. If a Party to this Agreement responds to an emergency upon the request of another agency in which both Parties do not have formal agreements, the Party bound by an agreement can request assistance from the other Party for purpose of augmenting its emergency resources needed provide protection within its jurisdiction.

3.5.2. The Requesting Agency must ensure that the jurisdiction with responsibility for the emergency has established an incident command with a minimum of an incident commander. The incident commander will maintain or may delegate the duties of safety officer and accountability officer. If the department with responsible jurisdiction does not meet the minimum incident command requirement it is incumbent on the Requesting Agency to establish an incident command for the purpose of organizing and providing safety functions for the Responding Agency.

3.6. Fire Investigation: The Parties shall maintain trained fire investigation staffs and both Parties agree to assist each other with investigations when requested.

3.7 Availability of Resources: The Parties obligations under this Section 3 are subject to the availability of resources and personnel. Neither Party is required to provide Mutual Aid if the Party's resources personnel are unavailable or the other Party does not request Mutual Aid.

4. Mutual Aid Response To Request.

4.1. Upon request, the commanding officer of the Responding Agency receiving the request (or his or her designee), shall immediately take the following action:

4.1.1. Immediately determine if the Responding Agency has apparatus, equipment, and personnel available to respond to the Requesting Agency.

4.1.2. Determine what apparatus, equipment and personnel should be dispatched.

4.1.3. Determine the mission to be assigned in accordance with the operating plans and procedures established by the Parties to this Agreement.

4.1.4. In the event the needed apparatus, equipment, and personnel are available, forthwith dispatch such apparatus, equipment, and personnel as, in the judgment of the senior officer receiving the request for Mutual Aid, should be sent, with proper operating instructions.

4.1.5. In the event the needed apparatus, equipment, or personnel is not available, the officer shall immediately advise the Requesting Agency of such fact.

4.1.6. The Parties recognize that time is critical during an emergency and diligent efforts will be made to respond to a request for Mutual Aid as rapidly as possible, including any notification(s) that requested resources are not available.

4.2. The rendering of Mutual Aid under the terms of this Agreement shall not be mandatory and is contingent on the number of personnel and equipment available to the Responding Agency, the type and scope of the emergency, and the Responding Agency's prior obligations at the time of a request. The Responding Agency should immediately inform the Requesting Agency if, for any reason, that assistance cannot be rendered.

4.3. The Requesting Agency shall ensure appropriate fire fighter safety and rehabilitation services, including, but not limited to, appropriate medical care, food, water, fuel and other logistical support as necessary, are provided to all personnel, including the personnel of the Responding Agency, involved in the emergency response.

4.4. The Responding Agency shall report to the incident commander of the Requesting Agency to receive orders and direction from such official, provided that the Responding Agency's apparatus, equipment and personnel shall be under the immediate supervision of the officer in charge of the Responding Agency's apparatus, equipment, and personnel.

4.5. Each Party shall ensure that its personnel are properly equipped with all required personal protective equipment. Each Party shall retain ownership of any equipment it brings in performance of this Agreement and shall retain ultimate control of its personnel.

4.6. To ensure communications during emergency operations between fire departments belonging to a Party, interoperable radio frequencies for communications during Mutual Aid responses shall be made available.

4.7. Staff and Line Officers from each Party shall be trained in the Incident Command System ("ICS"), which shall be utilized for all Mutual Aid requests and responses.

4.8. The Responding Agency will be released by the Requesting Agency when the services of the Responding Agency are no longer required or in the event an emergency should occur in the Responding Agency's jurisdiction.

5. Traffic Signal Preemption.

5.1. Each Party owns and operates an Opticom System or other type of traffic signal preemption system within its jurisdiction, and agree to allow the other Party access to and use of its Opticom System for fire and medical emergency vehicles use only.

5.2. The use of Yuma's Opticom System shall be governed by and is subject to Yuma's Department Guideline Emergency Vehicle Signal Preemption System Use ("**Signal Preemption Policy**"), a copy of which is attached hereto as Exhibit "A" and incorporated herein.

5.3. Each Party shall remain responsible for the purchase, installation, maintenance and operation of the Opticom System and its components within the Party's jurisdiction, and nothing in this Agreement shall require either Party to operate or continue the use of the Opticom System.

5.4. Each Party shall provide to the other Party a list of intersections within that Party's jurisdiction on which an Opticom System receiver has been installed.

5.5. Use of the Opticom System DOES NOT GUARANTEE or GRANT the right-of-way to the emergency vehicle. In addition to the indemnity obligations set forth in Section 14 of this Agreement, each Party ("Indemnitor") shall indemnify, defend, and hold harmless the other Party and its agents, employees, officers, and directors (collectively "Indemnitee") from and against all claims, demands, suits, judgments, and costs that arise from the Indemnitor's use of the Indemnitee's Opticom System.

6. Equipment Compatibility. The Parties shall meet at least annually to validate equipment compatibility and ensure interoperability for first responders.

7. Unified Command Structure/Operating Procedures.

7.1. The Parties shall meet annually and establish a unified command structure and draft standard operating procedures/plans for the following: Incident Command, Communications, Fire Ground Operations, Hazardous Material Operation, CBRNE events, Emergency Medical Casualty Responses and Technical Rescues.

7.2. The technical heads of the fire departments and other divisions, units, or shops of the Parties are authorized and directed to meet and draft any detailed plans and procedures of operation necessary to effectively implement this Agreement.

8. Cooperation/Training. The Parties are encouraged to exchange personnel for the purpose of training and learning each other's operations.

8.1. The chief officers and personnel of the fire department of the Parties are invited and encouraged, on a reciprocal basis, to frequently visit each other's facilities for guided familiarization tours consistent with local security requirements and, as feasible, to jointly conduct pre-fire planning inspections and drills.

8.2. The Parties are encouraged to develop and participate in joint training exercises during the year. The Parties may use training facilities and training equipment under the control of either Party as long as said use does not interfere with the jurisdiction controlling the facility and or equipment and subject to the policies and regulations established for such training facilities. The use of the Yuma Public Safety Training Facility ("**YPSTF**") requires a separate written agreement governing the use and costs associated with the YPSTF. The YPSTF use agreement is attached hereto as Exhibit "B" and incorporated herein.

9. Emergency Equipment Loans. The Parties maintain their own fleet of emergency response vehicles and equipment. When mechanical or other break downs occur, which places a Party in a situation where an adequate number of vehicles or equipment is not available to maintain their mission capability, the Parties shall be allowed to borrow/loan vehicles and equipment from each other when said vehicles/equipment is available. Unless otherwise supplemented by a separate Mutual Equipment Sharing Agreement, the borrowing/loaning of equipment shall be subject to the following requirements:

9.1. The Parties shall memorialize the sharing of equipment in writing, which shall state a description of the loaned equipment and its stated value, the term of the loan, noting the commencement and expiration dates, and a statement acknowledging that the loan agreement is being made subject to the terms of this Agreement.

9.2. The Requesting Agency (a.k.a. the "**Borrowing Agency**") shall use the loaned equipment in a careful and proper manner. The Parties shall comply with and conform to all national, state, municipal, and local laws, ordinances and regulations applicable to its performance under this Agreement. Without limiting the foregoing, the Borrowing Agency shall only allow persons properly trained, qualified, and, as applicable, licensed and approved, to operate the loaned equipment.

9.3. The loaned equipment will not be operated by any person under the influence of alcohol, illegal or legal substances or drugs, illness or any other intoxicants or condition which could adversely impair the driver's judgment or ability to safely operate the loaned equipment. No person will be allowed to operate the loaned equipment if he or she has consumed any alcohol within the prior 12 hours.

9.4. The Borrowing Agency will assure that, prior to allowing any person to operate the loaned equipment, each such person, within the immediate past 24 months, (a) has not been convicted of driving while intoxicated or under the influence (DUI/DWI); (b) has not had more than one at-fault accident; (c) has not been convicted of driving recklessly, hit and run, road rage or vehicular homicide; or (d) has not had more than two moving violations or more than two points (if applicable) on his or her driver's license.

9.5. The loaned equipment will not be taken outside of the United States or outside the jurisdictional boundaries of Borrowing Agency without prior written permission from the Responding Agency (a.k.a. the “**Lending Agency**”).

9.6. The loaned equipment will not be used to transport people or property for hire, be subleased, or used for any unauthorized or illegal purpose. This restriction does not apply to the transportation of patients in any loaned ambulance. The Borrowing Agency will not allow any unauthorized or untrained person to occupy or operate the loaned equipment. Each operator of equipment loaned from Yuma must receive Yuma Fire Department approved training in the proper operation of, and safety issues concerning the loaned equipment prior to being permitted to operate the loaned equipment.

9.7. The Borrowing Agency, at its own cost and expense, shall keep and return the loaned equipment clean, in good repair, condition and working order, will ensure that all necessary routine maintenance is performed, and shall furnish any and all parts, fuels, fluids, mechanisms and devices required to keep and return the loaned equipment in good mechanical working order.

9.8. The Borrowing Agency will maintain an accurate and complete log of all loaned equipment use (identifying the drivers, corresponding mileage, reported accidents and/or material damage). The Borrowing Agency will retain such log for one year after return of the loaned equipment. The Lending Agency may at any time up to one year after return of the loaned equipment review all records relating to the Borrowing Agency’s use of the equipment. In addition, the Borrowing Agency will track and report all fuel usage (including loaned equipment mileage), all maintenance performed (indicating the location at which maintenance was performed), all safety checks performed and the results thereof, loaned equipment usage, and provide such additional reports as the Lending Agency may from time to time request.

9.9. The Borrowing Agency will not allow, and will promptly cause to have removed at its own expense, any lien or encumbrance on the loaned equipment.

9.10. The Borrowing Agency hereby assumes and shall bear the entire risk of loss and damage to the loaned equipment from any and every cause whatsoever, except for loss or damages attributable to the sole negligence or willful misconduct (acts or omissions) of the Lending Agency. No loss or damage to the loaned equipment or any part thereof shall impair any obligation of the Borrowing Agency under this Agreement. In the event of loss or damage of any kind whatever to the equipment, within 30 days the Borrowing Agency shall, at the Lending Agency’s option: (a) place the same in good repair, condition and working order; (b) replace the same with like equipment in good repair, condition and working order; or (c) pay to lending agency the stated valuation of the loaned equipment.

9.11. In the event of an accident, damage, or theft involving the loaned equipment, the Borrowing Agency will immediately notify the appropriate governmental authority (e.g. police department to file an official police report), complete an equipment accident

report and contact the lending agency's contact named in this Agreement. The Borrowing Agency shall have the loaned equipment repaired at the sole cost of the Borrowing Agency and/or its insurer(s), but no repair work may be performed on the Loaned Equipment without the Lending Agency's prior written authorization. Repair of damage to the loaned equipment will remain the responsibility of the Borrowing Agency. The Borrowing Agency and/or its insurers must promptly make available to the Lending Agency all documents and other information relating to the accident, damage or theft.

9.12. At all times during which the loaned equipment is used by the Borrowing Agency, the Borrowing Agency shall continuously maintain and pay for all risk insurance coverage against loss of and damage to the loaned equipment for not less than the stated value of the loaned equipment. The Lending Agency shall be listed as "loss Payee" on the Borrowing Agency's auto physical damage insurance. During the period in which the loaned equipment is loaned to the Borrowing Agency, the Borrowing Agency shall continuously maintain and pay for automobile liability insurance coverage and other general liability insurance coverage as provided for herein.

9.13. In addition to the indemnity obligations set forth in Section 14 of this Agreement, the Borrowing Agency will defend, indemnify, and hold harmless the Lending Agency, its officers, employees, and agents from and against all claims, liabilities, losses, damages, demands, costs, expenses, penalties, liens, judgments, settlements, other legal proceedings, and any defense costs, including without limitation, reasonable attorneys or other professional fees, in connection with, allegedly or actually resulting from, caused by, or arising out of damage to property (including that to the loaned equipment), or bodily injury including death to any person resulting from:

9.13.1. any act, including but not limited to, criminal, willful, intentional, negligent or other act, error or omission of the Borrowing Agency or the Borrowing Agency's employees, officers, directors, agents, contractors or any drivers of the loaned equipment;

9.13.2. the possession, care, use, maintenance, operation or failure to operate the loaned equipment that is provided to the Borrowing Agency under this Agreement;

9.13.3. performance or failure to perform services or obligations as provided within this Agreement;

9.13.4. the failure of the Borrowing Agency to comply with all applicable federal or state laws, rules and regulations in performing its duties or discharging its responsibilities under this Agreement; or

9.13.5. breach of this Agreement by the Borrowing Agency, including misrepresentation.

Notwithstanding the above, the Borrowing Agency will not be obligated to indemnify, hold harmless or defend the Lending Agency for claims, liabilities, losses, damages, demands, costs, expenses, penalties, liens, judgments, settlements, other legal proceedings, and any defense costs, including, without limitation, reasonable attorneys or other professional fees, that result from or arise out of product defects in the design or manufacture of the loaned equipment.

9.14. The Borrowing Agency will be responsible for payment of any fines, penalties, citations, parking tickets, towing charges, impoundment charges or taxes incurred while the loaned equipment is in the custody, care or use of the Borrowing Agency.

9.15. Prior to receiving loaned equipment, the Borrowing Agency must present to and obtain approval from the Lending Agency of the Borrowing Agency's intended use plan for each type of loaned equipment; certificates of insurance, and all required or necessary endorsements.

9.16. The Borrowing Agency's obligations under Section 9 of this Agreement will survive termination, expiration, cancellation or non-renewal of this Agreement.

10. Term of Agreement. This Agreement shall become effective upon the Effective Date and continue in full force and effect for a period of five (5) years. This Agreement will be reviewed by the Parties ninety (90) days prior to its expiration, unless cancelled or amended by the Parties, this Agreement will automatically renew for an additional five (5) year period. This Agreement may be cancelled by either Party, by giving thirty (30) days written notice of said cancellation to other Party.

11. Local Obligations. It is mutually understood and agreed that this Agreement does not relieve any of the Parties from the necessary obligation of providing adequate fire protection and emergency services within its own jurisdiction. Each Party agrees that it shall use reasonable diligence in keeping its firefighting equipment in its possession up to adequate standards.

12. Employees/Volunteers.

12.1. In connection with this Agreement, no employee or volunteer of a Responding Agency shall be deemed to be a loaned servant, employee, agent or volunteer of the Requesting Agency or any other Party. No Party shall assume any liability for the direct payment of any salary, wage, compensation, stipend or other payment to any of the other Party's personnel performing services hereunder or for any other liability not expressly assumed herein.

12.2. No agent, employee, or other representative of the Parties shall be deemed an agent, employee, or other representative of the other Parties for any reason.

13. Compensation/Expenses/Liability.

13.1. Each Party agrees that it will not seek compensation for services rendered under

this Agreement from the other Party; provided, however, that the Party requesting assistance shall attempt to obtain financial assistance from federal and state agencies where financial assistance is available to reimburse the assisting Party for losses or damages incurred in supplying Mutual Aid under this Agreement. Nothing in this Agreement shall prohibit any Party from seeking civil damages from any individual or entity which may have been responsible for the emergency conditions for which aid was requested.

13.2. Except as expressly provided herein, the Requesting Agency shall not be obligated to pay the Responding Agency for any damage to or destruction of any apparatus or equipment used in Mutual Aid. This provision shall not apply to the extent this provision would void applicable casualty insurance available to provide payment for the damage or loss of such apparatus or equipment. It is the intent of the Parties that the risk of loss to apparatus or equipment will be addressed by each Party through the purchase of casualty insurance as opposed to seeking reimbursement from other Party.

13.3. Materials used by the Responding Agency in the support of hazardous materials emergency responses shall be replaced in kind by the Requesting Agency.

13.4. Direct expenses and losses, which are additional firefighting costs over and above normal operating costs, incurred while fighting a fire on property which is under the jurisdiction of the United States, may be reimbursed in accordance with the Federal Fire Prevention and Control Act of 1974 (Public Law No. 93-498, 15 U.S.C. 2201 et. seq.) and its implementing regulation (44 C.F.R. 151).

14. Indemnification/Insurance.

14.1. Each Party shall indemnify and hold harmless the other Party, its directors, officers, employees, and agents, pursuant to Arizona law, for, from and against all claims, demands, suits and costs including, but not limited to, costs of defense, reasonable attorneys' fees, witness fees of any type, losses, damages, expenses and liabilities, whether direct or indirect, and whether to any person including, but not limited to, employees of the Party, or to property, to which the other Party, its directors, officers, employees, or agents may be put or subject to by reason of (i) any act or omission by the respective Party, or any of its directors, officers, employees, agents, or invitees relating to the Party's actions under this Agreement by any person or entity, including but not limited to the Party and the Party's employees, agents, contractors, or invitees; or (ii) any failure on the part of the other Party, or any of its directors, officers, employees, or agents to fulfill its obligations hereunder, but only to the extent that any loss, damage, expense, and liability is attributable to the negligent acts and/or misconduct of the Party, its directors, officers, employees, and agents. The provisions of this Section shall survive the revocation and/or termination of this Agreement.

14.3. Each Party shall secure and maintain in force during the life of this Agreement employer's liability insurance, commercial general liability, public liability and property damage and commercial automobile liability insurance, including contractual liability, with limits of not less than \$5,000,000.00 combined single limit per occurrence, together with statutory worker's compensation insurance, with limits not

less than \$1,000,000 each accident/\$1,000,000 disease policy limit/\$1,000,000 disease each employee. All of the Party's policies required under this Agreement, except workers compensation, shall name and endorse the other Party as an additional insured, and all of the Party's policies required under this Agreement shall include an endorsed waiver of subrogation in favor of the other Party. The policies provided hereunder shall: (i) contain a provision whereby the insurance company agrees to give the other Party thirty (30) days' written notice before the insurance is cancelled; (ii) be written on an occurrence basis; (iii) provide an endorsement indicating the coverage is primary, without right of contribution from any insurance of the other Party; and (iv) be maintained with companies either rated no less than A- in the most recent edition of "Best's Insurance Guide" or otherwise reasonably acceptable to the other Party. Failure to provide required coverage and failure to comply with the terms and conditions of this Agreement shall not waive the contractual obligations herein. The amount of insurance required in this Section does not operate to limit the liability or indemnification responsibilities of the Parties as set forth in this Agreement.

Each Party shall retain the option of discharging this obligation by means of funded self-insurance. Should coverage be provided on a claims-made basis, the reporting period for claims shall be written so that it can be extended for three years after this Agreement is terminated for any reason.

15. Funding. This Agreement shall be subject to available funding for each Party, and nothing in this Agreement shall bind any Party to expenditures in excess of funds appropriated and allotted for the purposes outlined in this Agreement.

16. Administration. Unless the Parties otherwise agree, there shall be no lead agency responsible for the administration of this Agreement. This Agreement shall be administered jointly by the chief officers of the respective Parties.

17. Property Ownership. This Agreement does not provide for jointly owned property. All property presently owned or hereafter acquired by any Party to enable it to perform the services required under this Agreement, shall remain the property of that Party.

18. Assignment. Neither Party may assign any of its duties, rights or responsibilities under this Agreement without the express written consent of the other Party.

19. Entire Agreement/Integration/Severability. This Agreement integrates all of the terms and conditions mentioned herein, or incidental hereto, and supersedes all negotiations or previous agreements between the Parties with respect to all or any part of the subject matter hereof. The provisions of this Agreement shall be deemed severable and the invalidity or enforceability of any provision shall not affect the validity or enforceability of the other provisions.

20. Amendments. No change or addition is to be made to this Agreement except by written amendment executed by the Parties. All waivers of the provisions of this Agreement must be in writing and signed by the appropriate authorities of the Party to be charged, and all amendments and modifications hereto must be in writing and signed by the appropriate

authorities of the Parties.

21. Third-Parties. This Agreement shall not be construed as an Agreement for the benefit of any third-party or parties.

22. Non-Exclusive Agreement. The Parties to this Agreement shall not be precluded from entering into similar agreements or first response agreements with other agencies.

23. Notice. All notices, demands or other communications must be in writing and are deemed duly delivered upon personal delivery, or as of the second business day after mailing by United States mail, postage prepaid, registered or certified, return receipt requested, addressed as follows:

YUMA: City of Yuma
 Attn: City Administrator
 One City Plaza
 Yuma, Arizona 85364

SAN LUIS: City of San Luis
 Attn: City Manager
 P.O. Box 1170
 San Luis, Arizona 85349

If either Party changes address, they must give written notice to the other Party. Notice of change of address is deemed effective five (5) days after mailing by the Party changing its address.

24. Headings. The headings of this Agreement are for purposes of reference only and shall not limit or define the meaning of any provision of this Agreement.

25. Authority.

25.1. The Yuma City Council enters into this agreement pursuant to its power to adopt intergovernmental agreements as granted in Article III, Section 13 of the City of Yuma Charter and A.R.S. § 11-952.

25.2. The San Luis City Council enters into this Agreement pursuant to its power to adopt intergovernmental agreements and as granted in San Luis City Code Section 33.08 and A.R.S. § 11-952.

27. Anti-Deficiency Act. Nothing herein shall be construed as requiring the Parties to act in violation of any applicable state, federal, or local statute, rule, or regulation including, but not limited to, the Anti-Deficiency Act.

28. Jurisdiction/Venue/Applicable Law. The Parties must institute and maintain any legal actions or other judicial proceedings arising from this Agreement in an Arizona court of competent jurisdiction in Yuma County, Arizona. This Agreement shall be governed by and

construed in accordance with the laws of the State of Arizona.

29. Workers Compensation. The employees, agents, officials or representatives of the Parties will not for any purpose be considered employees, agents, officials or representatives of the other. Each Party assumes full responsibility for the actions of its personnel while performing services under this Agreement, and shall be solely responsible for their supervision, daily direction and control, and payment of salary (including withholding income taxes and social security).

Solely for the purposes of A.R.S. § 23-1022 and the Arizona Workers' Compensation laws, an employee of either Party shall be deemed to be an "employee" of both public agencies while performing pursuant to this Agreement. The primary employer shall be solely liable for any workers' compensation benefits, which may accrue.

Each Party shall post a notice pursuant to the provisions of A.R.S. § 23-1022 in substantially the following form:

"All employees are hereby further notified that they may be required to work under the jurisdiction or control or within the jurisdictional boundaries of another public agency pursuant to an intergovernmental agreement or contract, and under such circumstances they are deemed by the laws of Arizona to be employees of both public agencies for the purpose of worker's compensation."

30. Conflict of Interest. The Agreement is subject to the conflict of interest and cancellation provisions of the A.R.S. § 38-511, as amended, the provisions of which are incorporated herein.

31. Attorneys' Fees and Costs. If either Party brings an action or proceeding for failure to observe any of the terms or provisions of this Agreement, the prevailing party is entitled to reasonable attorneys' fees and costs.

32. Independent Contractor/No Partnership. It is clearly understood that each Party will act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. Nothing in this Agreement constitutes a partnership or joint venture between the Parties and neither Party is the principal or agent of the other.

33. E-Verify. To the extent applicable under A.R.S. § 41-4401, the Parties warrant compliance with all federal immigration laws and regulations that relate to their employees and compliance with the E-verify requirements under A.R.S. § 23-214(A). Failure by any Party to comply with such warranty shall be deemed a material breach of this Agreement and may result in the termination of this Agreement. To the extent authorized under A.R.S. § 44-4401, each Party shall have the right to inspect the papers of each of the others or any employee of either who performs work hereunder for the purpose of ensuring that the other Party is in compliance with the warranty set forth in this provision.

34. Compliance with All Laws. Each Party shall comply with all applicable federal, state, and local laws, rules, regulations, and Executive Orders. The laws and regulations of the State of Arizona will govern the rights of the Parties, the performance of the Agreement and any disputes hereunder. Any changes in the governing laws, rules and regulations during the terms of this Agreement will apply but do not require an amendment of this Agreement.

35. Boycott of Israel. To the extent applicable, the Parties certify that they are not currently engaged in, and agree for the duration of this Agreement that they will not engage in a “boycott,” as that term is defined in A.R.S. § 35-393, of Israel.

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

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

CITY OF YUMA

CITY OF SAN LUIS

Gregory K. Wilkinson
City Administrator

Tadeo A. De La Hoya
City Manager

ATTEST:

ATTEST:

Lynda L. Bushong
City Clerk

Sonia Cornelio
City Clerk

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Richard W. Files
City Attorney

Kay Marion Macuil
City Attorney

Exhibit “A”

Exhibit “B”

**CITY OF YUMA
Fire Department**

Guidelines

Subject: Opticom Use during Emergency Vehicle Response	Effective Date: 10/7/2017	D.G. # 301.02
Applies To: All Personnel		Page 1 of 1

PURPOSE:

The following is intended as a directional tool to insure appropriate use of the Opticom by Apparatus Operators and Company Officers.

GENERAL:

The Opticom is installed on all department vehicles capable of an “Emergency” response. Emergency response is defined as responding with all visual, audible and opticom devices in operating mode. The Opticom is an electronic device that transmits an infrared signal to receiving devices installed on directional traffic lights installed at high traffic intersections. The device will capture the signal of an approaching apparatus responding in emergency traffic mode. The opticom receivers will change the directional lights at the intersection, stopping traffic in all directions except for direction of traveling emergency apparatus. The opticom will automatically activate when the Emergency Master switch is activated for visual warning devices on apparatus.

Use of Opticom:

1. The Opticom shall be used for emergency response only.

(The Company Officer has access to to a manual Opticom switch that may be used with discretion when responding to a Priority 03 incident, when excessively delayed by traffic, and emergency response is not warranted.)

Abuse of the Opticom system may lead to disciplinary action.

2. Upon approaching an intersection, if the signal remains red, the vehicle must come to a complete stop, and then use extreme caution when entering the intersection. A red light is due to one of the following:

- a. The signal is not equipped with an Opticom receiver
- b. Another responding apparatus has pre-empted or captured the signal
- c. The Opticom has failed.
- d. The signal is operating in “Pedestrian” mode which has priority.
- e. Insufficient time or distance for the Opticom to respond.

3. Always watch for pedestrians when traversing intersections or making right or left turn movements. Some controllers only allow a short green and yellow light for pedestrians which may not be enough time for them to clear the intersection.

**INTERGOVERNMENTAL AGREEMENT
BETWEEN THE CITY OF YUMA AND THE CITY OF SAN LUIS
FOR USE OF THE CITY OF YUMA PUBLIC SAFETY TRAINING FACILITY**

This Intergovernmental Agreement (“Agreement”) is entered into on _____, 20__ (“Effective Date”), between the City of San Luis (“User Agency”) and the City of Yuma, through the Yuma Fire Department (the “City” or “YFD”). The User Agency and YFD are may be referred to herein individually as the “Party” and collectively as the “Parties”.

RECITALS

WHEREAS, the City owns a Public Safety Training Facility (the “PSTF”) that is available to other governmental agencies for training of personnel and related activities; and

WHEREAS, User Agency wants to use the City’s PSTF for training its personnel and related activities.

NOW THEREFORE, in consideration of the mutual promises set forth herein, the Parties hereby agree to the following terms and conditions:

- I. USE OF THE PSTF.** User Agency may use the PSTF for training of sworn peace officers, fire fighters, civilian personnel, and volunteers, or such other uses as deemed appropriate by mutual written agreement of the Parties. User Agency shall schedule its use of the PSTF at least thirty (30) days before the planned use in the manner and in the form prescribed by the City.
- II. AUTHORITY.** The Parties are authorized to enter into this Agreement pursuant to Arizona Revised Statutes (“A.R.S.”) § 11-951, et. seq, Article III, Section 13 of the Charter of the City of Yuma, and A.R.S. § 13-3872.
- III. TERM; TERMINATION.** This Agreement shall be for a term of five (5) years starting on the Effective Date (“Initial Term”). This Agreement may be renewed for one (1) additional five (5) year period upon written request by the User Agency to the City no less than sixty (60) days prior to the date of expiration of the Initial Term. The decision to renew shall be in the sole discretion of the City.

This Agreement may be terminated by either Party, with or without cause, upon thirty (30) days notice to the other Party. Within ten (10) days following termination or non-renewal of this Agreement, the User Agency shall return any and all property of City unless otherwise agreed in writing by the Parties.

- IV. USE FEES AND OTHER CHARGES.** The User Agency agrees to pay fees to the City for the use of the PSTF pursuant to this Agreement in such amounts as may from time to time be established by the City and incorporated into a written schedule of use fees. The User Agency also agrees to pay for any and all consumable product replacement, repair and/or replacement of property and/or loaned equipment at the PSTF that is or may be damaged, destroyed or rendered inoperable, in part or in whole, as a result of the User Agency’s use of the PSTF pursuant to this Agreement. Use fees

and other charges as provided herein shall be due and payable within thirty (30) days' after receipt of the City's written invoice itemizing said fees and charges.

- V. **EQUIPMENT REQUIREMENTS**. Prior to use of the PSTF pursuant to this Agreement, the City shall provide to the User Agency a written list of supplies and equipment that specifies the equipment and materials that will be necessary for the User Agency's personnel to properly use the PSTF. The User Agency shall, at its sole cost, obtain all listed equipment and supplies prior to its use of the PSTF.
- VI. **SUPERVISION AND CONTROL**. The City may assign a monitor to ensure User Agency uses the PSTF appropriately. User Agency shall supply all instructors or support personnel. The City reserves the right to immediately terminate User Agency's any of the PSTF if, in the City's sole discretion, it is determined that such use has resulted or may result in damage to the PSTF or if such use otherwise presents a threat to the safety of persons or property.
- VII. **WORKERS' COMPENSATION/POSTING OF NOTICES**. An employee of either Party shall be deemed to be an "employee" of both public agencies while performing pursuant to this Agreement solely for the purposes of A.R.S. § 23-1022 and the Arizona Workers' Compensation laws. The primary employer shall be solely liable for any workers' compensation benefits, which may accrue.

Pursuant to A.R.S. § 23-1011, each Party shall post a notice in substantially the following form:

"All employees are hereby further notified that they may be required to work under jurisdiction or control of or within the jurisdictional boundaries of another public agency pursuant to an intergovernmental agreement or contract, and under such circumstances they are deemed by the laws of Arizona, to be employees of both public agencies for the purposes of workers' compensation."

- VIII. **NON-DISCRIMINATION**. The parties shall comply with the Civil Rights Act of 1964, as amended, the Age Discrimination in Employment Act, and State Executive Order No. 2009-09 which mandates that all persons, regardless of race, color, religion, sex, age, national origin or political affiliation, shall have equal access to employment opportunities. The Parties shall comply with the Rehabilitation Act of 1973, as amended, which prohibits discrimination in the employment or advancement in employment of qualified persons because of physical or mental handicap, and the Americans with Disabilities Act.
- IX. **INDEMNIFICATION**

- a. **Assumption of Risk; Indemnity**. User Agency agrees to conduct its activities on the PSTF in a careful and safe manner. As a material part of the consideration to the City, User Agency agrees to assume all risk of damage to and loss or theft of User Agency's property or the property of persons attending or participating in User Agency's activities while such property is stored or used on the PSTF, damage to the PSTF, and injury or death to persons arising from or related to User Agency's use or occupancy of the PSTF in, upon, or about the PSTF from any cause, and User Agency waives all claims against the City.

To the fullest extent permitted by law, User Agency shall indemnify, hold harmless and defend the City and its officers, council members, managers, agents and employees (collectively referred to as the "City") for, from, and against all claims, losses, suits, liabilities, fines, judgments, costs, damages and expenses (including reasonable attorney's fees) related to, arising out or alleged to arise out of, or in connection with: (i) User Agency's use or occupancy of the PSTF, or any activity or thing done, performed or suffered by User Agency, its agents, its contractors, its employees, volunteers, licensees, invitees, or persons attending or participating in User Agency's activities in or about the PSTF by reason of any act, direction, omission or negligence of User Agency, any of its agents, its contractors, its employees, volunteers, licensees, invitees, or persons attending or participating in User Agency's activities; (ii) any loss, injury, death or damage to persons or the PSTF on or about the PSTF by reason of any act, direction, omission or negligence of User Agency, or any of its agents, its contractors, its employees, volunteers, licensees, invitees, or persons attending or participating in User Agency's activities; or (iii) any breach or default in the performance of any obligation on User Agency's part to be performed under the terms of this Agreement.

The amount and type of insurance coverage requirements set forth below will in no way be construed as limiting the scope of the indemnity in this Agreement.

- b. Limitation on Negligence of the City; PSTF Accepted "As Is". User Agency acknowledges and agrees that the City has given User Agency full prior access to all portions of the PSTF for inspection of the PSTF to determine its suitability for the intended use, including the right to inspection of the PSTF prior to any scheduled use. User Agency acknowledges that User Agency's personnel who conducted such inspections have all the relevant structural, materials, electrical and other expertise necessary to make such a determination, and that any failure of User Agency's said personnel to locate any such defect whatsoever which might lead to any of the losses, damage or liability indemnified against under paragraph (a) above, or User Agencies' failure to inspect, will constitute negligence on the part of the User Agency and its inspectors, and will not be considered negligence on the part of the City. The City is providing User Agency with the use of the PSTF solely on an "As Is" basis, and User Agency agrees not to conduct any activities on any portion of the PSTF which User Agency and its qualified employees have not fully inspected and found to be suitable and safe for the intended use at the time such use is undertaken. User Agency hereby represents and warrants to the City that the foregoing provisions are not in violation of any limitation on any certificate insurance which User Agency has provided to the City hereunder, and that nothing in this Agreement will cause any such insurance or certificate of insurance to be invalid.

X. INSURANCE.

- a. General.
 1. No Representation of Coverage Adequacy. The City reserves the right to review any and all of the insurance policies and/or endorsements cited in this Agreement, but has no obligation to do so. Failure to demand such evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency shall not relieve User Agency from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of

this Agreement.

2. Additional Insured. All insurance coverage and self-insured retention or deductible portions, except Workers' Compensation insurance and Professional Liability insurance, if applicable, shall name and endorse, to the fullest extent permitted by law for claims arising out of the performance of this Agreement, the City, its agents, representatives, officers, directors, officials and employees as Additional Insured as specified under the respective coverage sections of this Agreement.
3. Coverage Term. All insurance required herein shall be maintained in full force and effect until this Agreement is terminated.
4. Primary Insurance. User Agency's insurance shall be endorsed to indicate its primary, non-contributory insurance with respect to performance of this Agreement and in the protection of the City as an Additional Insured. Such coverage shall be at least as broad as ISO CG 20 01 04 13.
5. Claims Made. In the event any insurance policies required by this Agreement are written on a "claims made" basis, coverage shall extend, either by keeping coverage in force or purchasing an extended reporting option, for three (3) years past completion and acceptance of the services. Such continuing coverage shall be evidenced by submission of annual Certificates of Insurance citing applicable coverage is in force and contains the provisions as required herein for the three-year period.
6. Waiver. All policies, except for Professional Liability, including Workers' Compensation insurance, shall contain a waiver of rights of recovery (subrogation) against the City, its agents, representatives, officials, officers and employees for any claims arising out of the work or services of User Agency. User Agency shall arrange to have such subrogation waivers incorporated into each policy via formal written endorsement.
7. Policy Deductibles and/or Self-Insured Retentions. The policies set forth in these requirements may provide coverage that contains deductibles or self-insured retention amounts. Such deductibles or self-insured retention shall not be applicable with respect to the policy limits provided to the City. User Agency shall be solely responsible for any such deductible or self-insured retention amount.
8. Evidence of Insurance. Prior to using the PSTF under this Agreement, User Agency will provide the City with suitable evidence of insurance in the form of certificates of insurance and a copy of the declaration page(s) of the insurance policies as required by this Agreement, issued by User Agency's insurance insurer(s) as evidence that policies are placed with acceptable insurers as specified herein and provide the required coverages, conditions and limits of coverage specified in this Agreement and that such coverage and provisions are in full force and effect. The City may reasonably rely upon the certificates of insurance and declaration page(s) of the insurance policies as evidence of coverage but such acceptance and reliance shall not waive or alter in any way the insurance requirements or obligations of this Agreement. If any of the policies required by this Agreement expire during the life of this Agreement, User Agency shall forward renewal certificates and declaration page(s) to the City thirty (30) days prior to the expiration date. All certificates of insurance and declarations required by this Agreement shall be identified by referencing the title of this Agreement. Certificates of insurance and declaration page(s) shall specifically include the following provisions:

- A. The City, its agents, representatives, officers, directors, officials and employees are Additional Insureds as follows:
 - i. Commercial General Liability – Under Insurance Services Office, Inc., (“ISO”) Form CG 20 10 03 97 or equivalent.
 - ii. Auto Liability – Under ISO Form CA 20 48 or equivalent.
 - iii. Excess Liability – Follow Form to underlying insurance.
- B. User Agency’s insurance shall be primary, non-contributory insurance with respect to performance of the Agreement.
- C. All policies, except for Professional Liability, including Workers’ Compensation, waive rights of recovery (subrogation) against City, its agents, representatives, officers, officials and employees for any claims arising out of work or services performed by User Agency under this Agreement.

b. Required Insurance Coverage.

1. Commercial General Liability. User Agency shall maintain “occurrence” form Commercial General Liability insurance with an unimpaired limit of not less than \$3,000,000 for each occurrence, \$3,000,000 Products and Completed Operations Annual Aggregate and a \$5,000,000 General Aggregate Limit. The policy shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury. Coverage under the policy will be at least as broad as ISO policy form CG 00 010 93 or equivalent thereof, including but not limited to, separation of insured’s clause. To the fullest extent allowed by law, for claims arising out of the performance of this Agreement, the City, its agents, representatives, officers, officials and employees shall be endorsed as an Additional Insured under ISO, Commercial General Liability Additional Insured Endorsement form CG 20 10 03 97, or equivalent, which shall read “Who is an Insured (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of “your work” for that insured by or for you.” If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be “follow form” equal or broader in coverage scope than underlying insurance.
2. Vehicle Liability. If User Agency drives any vehicles as part of its use of the PSTF, User Agency shall maintain Business Automobile Liability insurance with a limit of \$1,000,000 each occurrence on User Agency’s owned, hired and non-owned vehicles assigned to or used in the performance of the User Agency’s work or services under this Agreement. Coverage will be at least as broad as ISO coverage code “1” “any auto” policy form CA 00 01 12 93 or equivalent thereof. To the fullest extent allowed by law, for claims arising out of the performance of this Agreement, the City, its agents, representatives, officers, directors, officials and employees shall be endorsed as an Additional Insured under ISO Business Auto policy Designated Insured Endorsement form CA 20 48 or equivalent. If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be “follow form” equal or broader in coverage scope than underlying insurance.
3. Workers’ Compensation Insurance. User Agency shall maintain Workers’

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

- c. Cancellation and Expiration Notice. Insurance required herein shall not expire, be canceled, or be materially changed without thirty (30) days' prior written notice to the City.

XI. WAIVER. No provision in this Agreement shall be construed, expressly or by implication, as waiver by the City of any existing or future right and/or remedy available by law in the event of any claim of default or breach of this Agreement. The failure of either party to insist upon strict performance of any of the provisions of this Agreement, or to exercise any of the rights or remedies provided by this Agreement, or any delay in the exercise of any rights or remedies, shall not release either Agreement from any of the responsibilities or obligations imposed by law or by this Agreement, and shall not be deemed a waiver of any right of either party to insist upon strict performance of this Agreement.

XII. INSTITUTIONAL REVIEW PROCESS. Prior to the use of the PSTF, User Agency shall deliver to the City written descriptions of the User Agency's training program and specific details as to the use of the PSTF and specific activities, including without limitation any special devices used in the training experience. User Agency agrees that the City may request that any individual such activities not be undertaken, in the City's discretion. The foregoing notwithstanding, the City's failure to object to any such activities so disclosed shall not constitute negligence on the part of the City under any circumstances, and User Agency shall remain fully responsible for the safe conduct of all such activities. User Agency hereby acknowledges and agrees that no explosive charges will be detonated without the prior written consent of the City and that no live firearms will be discharged in the course of any of the use of the PSTF.

XIII. ENVIRONMENTAL REGULATIONS. User Agency will not permit any Hazardous Substance to be used, stored, generated or disposed of on, in or about, or transported to or from, the PSTF, by User Agency, User Agency's officers, employees, contractors, invitees, agents, or persons attending or participating in User Agency's activities without first obtaining the City's written consent, which the City may give or withhold in its sole discretion, or revoke at any time. If the City consents, all Hazardous Substances must be handled at User Agency's sole costs and expense, in compliance with all applicable state, federal or local governmental requirements, using all necessary and appropriate precautions. If User Agency breaches these obligations or if the presence of Hazardous Substances on, in or about the PSTF caused or permitted by User Agency results in contamination of any part of the PSTF, or if contamination of any part of the PSTF, or if contamination by Hazardous Substance otherwise occurs in a manner for which User Agency is legally liable, then User Agency will indemnify and hold harmless the City from and against any and all claims, actions, damages, fines, judgments, penalties, costs, liabilities, losses and expenses (including without limitation, any sums paid for settlement of claims, court costs, attorneys' fees, consultant and expert fees) arising during or after the expiration or termination of this Agreement as a result of any breach or contamination. Without limitation, if User Agency causes or permits the presence of any Hazardous Substance on, in or about the PSTF and this results in contamination

of any part of the PSTF, User Agency will promptly, at its sole cost and expense, take all necessary actions to return the PSTF and any adjacent facility to the condition existing prior to the presence of any Hazardous Substance; provided, however, User Agency shall first obtain the City's approval for any such remedial action. "Hazardous Waste" or a "Hazardous Substance" as used herein are defined terms pursuant to state, federal or local government law. "Hazardous Substance" includes but is not restricted to asbestos, polychlorobiphenyls and petroleum.

XIV. ENTIRE AGREEMENT. This Agreement constitutes the entire understanding of the Parties with respect to the subject matter thereof. Any amendment or modification of this Agreement shall be made only by a written instrument executed by authorized representatives of the Parties.

XV. SEVERABILITY. The Parties agree that should any part of this Agreement be held to be invalid or void, the remainder of the Agreement shall remain in full force and effect and shall be binding upon the Parties.

XVI. GOVERNING LAW AND VENUE. This Agreement shall be governed by the laws of the State of Arizona, as to validity, interpretation and performance. Any and all suits for any and every breach of this Agreement, or other judicial proceeding for the enforcement or interpretation of this Agreement shall be instituted and maintained in Superior Court in Yuma County, Arizona. Any action to enforce any provision of this Agreement or to obtain any remedy with respect this Agreement shall be brought exclusively in the Superior Court, Yuma County, Arizona (or, as may be appropriate, in the United States District Court for the District of Arizona, if, and only if, the Superior Court lacks jurisdiction over such action). The Parties expressly and irrevocably consent to the exclusive jurisdiction and venue of such courts and expressly waive the right to transfer or remove any such action.

XVII. CONFLICT OF INTEREST. This Agreement is subject to cancellation pursuant to A.R.S. §38-511, the pertinent provisions of which are incorporated herein.

XVIII. NOTICES. All notices, requests for payment, or other correspondence between the Parties regarding this Agreement shall be mailed or delivered to the respective Parties at the addresses set forth below or at such alternate addresses as may be specified in writing:

[USER AGENCY]
Attn: [INSERT TITLE]
[INSERT ADDRESS]

Fire Chief
City of Yuma Fire Department
One City Plaza
Yuma, AZ 85364

with a copy to

City of Yuma
Attn: City Administrator
One City Plaza
Yuma, AZ 85364

- XIX. ASSIGNMENT.** This contract is not assignable unless both parties mutually consent otherwise in writing. The requirements of this contract are binding upon the heirs, executors, administrators, successors and assigns of both Parties.
- XX. NO PARTNERSHIP.** Nothing in this Agreement constitutes a partnership or joint venture between the parties, and neither party is the principal or agent of the other.
- XXI. EMPLOYMENT ELIGIBILITY.** Each party warrants, and shall require its subcontractors to warrant, that it is in compliance with all federal immigration laws and regulations that relate to its employees and with A.R.S. §§ 41-4401 and 23-214 relating to verification of employment eligibility. A breach of this warranty shall be deemed a material breach of the Agreement and is subject to penalties up to and including termination of this Agreement. The parties retain the legal right to inspect the papers of any party or subcontractor employee who works on this Agreement to ensure that the other party or its subcontractors are complying with this warranty.
- XXII. DEFAULT.** If User Agency fails to comply with or observe any provision of this Agreement, in addition to any other remedy that may be available to the City, whether at law or in equity, the City may immediately terminate this Agreement and any and all rights of User Agency.
- XXIII. RIGHTS/OBLIGATIONS OF PARTIES ONLY.** The terms of this Agreement are intended only to define the respective rights and obligations of the Parties. This Agreement shall not create any rights or duties in favor of any potential third-party beneficiary or other person, agency or organization.
- XXIV. ATTORNEY'S FEES.** In the event any action, suit or proceeding is brought for failure to observe any of the terms, covenants, or provisions of this Agreement, the prevailing party shall be entitled to recover as part of such action or proceeding, all litigation, arbitration and collection expenses, including, but not limited to, witness fees, court costs, and reasonable attorney fees.
- XXV. PROVISIONS REQUIRED BY LAW.** Each and every provision of law and any clause required by law to be in the Agreement will be read and enforced as though it were included herein and, if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either Party, the Agreement will promptly be physically amended to make such insertion or correction.

[Signatures on the Next Page]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date first written above.

City of Yuma

[USER AGENCY]

Gregory K. Wilkinson
City Administrator

By: [INSERT NAME]
[INSERT TITLE]

Steve Irr,
Fire Chief

ATTEST:

Lynda L. Bushong
City Clerk

In accordance with the requirements of A.R.S. § 11-952(D), each of the undersigned attorneys acknowledge: (1) that they have reviewed the above Agreement on behalf of their respective clients; and, (2) that, as to their respective clients only, each attorney has determined that this Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

City of Yuma

[INSERT USER AGENCY TITLE] ¹

Richard W. Files, City Attorney

[INSERT NAME], [USER AGENCY] Attorney

1 Agency counsel is not required to approve the form of this agreement. Per A.R.S. § 11-952(E), "A federal department or agency or public agency of another state that is a party to an agreement or contract made pursuant to this article is not required to submit the agreement or contract to the attorney for the department or agency unless required under federal law or the law of the other state."



AGENDA ITEM REVIEW FORM

Regular City Council Meeting

5.C.

Meeting Date: 01/24/2018

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. 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 Second Reading of Ordinance No. 376 by title only
(City Clerk to read Ordinance by title only)

B. Action on Second Reading of Ordinance No. 376

SUMMARY:

Background

The City of San Luis provides solid waste collection and disposal service for a number of residential and some commercial (95-Gallons container 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.

The proposed 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 changes 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 SECOND READING OF ORDINANCE NO. 376 BY TITLE ONLY

(CITY CLERK TO READ ORDINANCE BY TITLE ONLY)

I MOVE TO APPROVE AND ADOPT ORDINANCE NO. 376

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:

APPROVED AS TO FORM:

Sonia Cornelio, City Clerk

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

5.D.

Meeting Date: 01/24/2018

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 Second 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. Second Reading of Ordinance No. 378 by title only
(City Clerk to read Ordinance by title only)

B. Action on Ordinance No. 378

SUMMARY:

At present, the consumption of alcoholic beverages in public parks or other city facilities is prohibited. The proposed 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 in 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:

A. I MOVE TO APPROVE SECOND READING OF ORDINANCE NO. 378 BY TITLE ONLY.

(CITY CLERK TO READ ORDINANCE BY TITLE ONLY)

B. I MOVE TO APPROVE AND ADOPT ORDINANCE NO. 378.

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



Ordinance

OFFICE OF THE
MAYOR
CITY OF SAN LUIS

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:

APPROVED AS TO FORM:

Sonia Cornelio, City Clerk

Kay Marion Macuil, City Attorney



AGENDA ITEM REVIEW FORM

Regular City Council Meeting

5.E.

Meeting Date: 01/24/2018

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 approval of the purchase of a scoreboard for the Joe Orduño Park baseball field. (Lizandro Galaviz, Director of Parks & Recreation)

SUMMARY:

The Parks and Recreation staff is seeking the approval for the purchase of a scoreboard that will be placed within the Joe Orduño Park at the F1 Baseball Field. This scoreboard will be replacing the current scoreboard located on the baseball field that has been inactive for the past 10 years. Year after year, our baseball events have been growing and bringing very important and well-known baseball teams to our City. With an inactive scoreboard in our field, we are unable to provide our community with the full baseball experience they deserve since we are not able to portray the game scores on the scoreboard during the games. We believe a new scoreboard will be a great asset to our field and park since the staff is determined and working very hard on creating more baseball games and bring bigger baseball teams to our City. The Parks and Recreation Department is asking for this purchase to made out of the City Councils Contingency account. A budget transfer from the City Councils Contingency Account will be made to the Capital Outlay Equipment Account to be able to complete this purchase.

The Parks and Recreation staff has contacted various vendors and requested various quotes for this purchase and has agreed on purchasing the scoreboard from Penn Neon Sign Co., Inc. for the amount of \$16,031.11. Based on the amount of this scoreboard, per the purchasing code §36.01 (D) three quotes have been obtained and the lowest bid pertains to Penn Neon Sign Co., Inc. If purchase is approved, this scoreboard will be used during the upcoming Baseball Game on Friday, March 09, 2018 between the Tigres de Quintana Roo and Algodoneros de San Luis at the Joe Orduño Park.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO APPROVE THE PURCHASE OF SCOREBOARD SIGN FROM PENN NEON SIGN COMPANY IN THE AMOUNT OF \$16,040.00 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:	\$16,031.11

BUDGETED AMOUNT: \$16,040.00
AVAILABLE AMOUNT TO TRANSFER: \$16,040.00
ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE: NON DEPARTMENTAL
CAPITAL
OUTLAY-EQUIPMENT
100-999-90000 / \$206,162.95

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

Please find budget transfer attached.

Attachments

Penn Neon Signs Quote
Sign Masters Quote
Davis Sign Company Quote
Budget Transfer Form

Since 1946

PENN

NEON SIGN CO., INC.

DESIGNERS & MANUFACTURERS OF QUALITY SIGNS

PROPOSAL & CONTRACT

Proposal Date: 1/22/18
Proposal No.: 6853
Account No.: 2077

707 West 8th Street Yuma, Arizona 85364 • (928) 782-2501 • Fax: (928) 343-4076 • E-Mail: sales@pennsigns.com

SUBMITTED TO: CITY OF SAN LUIS JOB NAME: 8' X 28' BASEBALL SCOREBOARD
CONTACT: ADDRESS: 1090 E. UNION ST JOB LOCATION: 1090 E. UNION ST
ADDRESS: SAN LUIS, AZ 85363 SAN LUIS, AZ 85363

PHONE / EXT: (928)341-8520
CELL NO.: (928) - - -
FAX NO: (928) - - -
E-MAIL: JCISNEROS@CITYOFSANLUIS.ORG SITE CONTACT:

WE HEREBY SUBMIT SPECIFICATIONS AND ESTIMATES FOR:

Product Code
Custom Project
Description

REMOVE AND DISPOSE OF EXISTING SCORE BOARD.
RE-USE EXISTING POLES.
INSTALL ONE NEW 8' X 28" LED SCOREBOARD.
BOARD TO HAVE PITCH COUNT, WHITE LETTERS, WHITE TRIM, COLOR TBD. LCD
WIRELESS PLATFORM CONTROLER. WITH PRICE INCLUDES TAX

ONE YEAR WARRANTY

DEL. 3-4 WEEKS

NEED A SINGLE CIR. OF 120 VOLT POWER TO BE PROVIDED BY OTHERS.

Price @ Total:
\$15,200.00

Notes:

TERMS 50% DOWN AND 40% DUE JUST BEFORE INSTALL AND BALANCE DUE UPON INSTALLATION
.....ELECTRICAL TO SIGN LOCATION BY OTHERS

PRICE IS CONTINGENT UPON STANDARD GROUND CONDITION, ACCESS, OVERHEAD AND UNDERGROUND
OBSTRUCTIONS

ACCEPTANCE OF PROPOSAL The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

SALES ASSOCIATE: Ron Contreras

SUB TOTAL: \$15,200.00
SALES TAX: \$831.11
SHIPPING:
TOTAL: \$16,031.11

Authorized Signature

Signature

Date





From Design To Install, We do It All

1165 4th Avenue • P.O. Box 2723 • Yuma, AZ 85366
(928) 782-7497 • Fax (928) 782-1515
visit: YUMASIGNMASTERS.COM - email: sales@yumasignmasters.com
GREG VILLALPANDO - Sales/Estimator/Designer - Cell: 928-580-7938

CONFIDENTIAL PROPOSAL

Attention: Louie Galaviz
Company: City of San Luis Park & Rec
Address: 965 N. Park Ave., San Luis, AZ
Project: Scoreboard and installation
We propose to supply the following:

Date: 1-18-18
Phone: 941-8613
Fax:
email: lgalaviz@cityossanluis.org

Provide one 8'x28'w baseball electronic scoreboard with Navy blue powdercoat finish, white lettering and red LED numbers. Includes one (1) LCD wireless controller with battery pack.....\$ 11,700.00
Shipping and handling.....\$ 1,680.00

Remove existing old scoreboard and **install** new scoreboard listed above onto existing three 8" steel I-beams as per manufacturer's specs.....\$ 2,200.00

Sign permits provided and paid for by City of San Luis if necessary.

TERMS: 75%DOWN \$ 12,164.80

Balance due on completion: \$ 4,054.93

Sub - total: \$ 15,580.00

Tax: \$ 639.73

Total: \$ 16,219.73

TERMS AND CONDITIONS:

1. All labor and materials will be supplied in accordance with specifications submitted and listed above.
2. Any alterations from above specifications requiring extra cost; will only be executed upon written order.
3. Signmasters may not be held responsible for schedule delays resulting from accidents, poor weather or occurrences beyond our control. Liquidated damages will be void as a result of such delay.
4. Electric, if required for signage, will be supplied within 5' of the sign.
5. Unforeseen conditions affecting the installation of contracted signage shall be the responsibility of the Buyer.
6. Agreements made with Signmasters' workmen will not be recognized or binding upon Signmasters.
7. Signage shall remain the property of Signmasters until full payment has been made by the buyer. In the event full payment is not made, right of entry without trespass is granted to Signmasters for removal of contracted signage.
8. Delinquent payments will be billed at 3% monthly (36% annual).
9. Any costs incurred by Signmasters to collect past due accounts will be paid for by the Buyer.
10. If sign is discontinued for any reason Permit Plan Check Fee (city fee) shall be paid by the Buyer.
11. Buyer is responsible for drafting/sketch design fees. Said fees are waived at signing of contract or termination of project without the use of Signmasters drafts/sketch designs.
12. All bids valid for 45 days after which costs are re-evaluated and cost may be adjusted.
13. This proposal is for all outlined services. Additional labor to remove existing structures or special installations may incur additional fees. All footings are estimated at standard ground conditions. Boring into rock, concrete or asphalt may incur additional fees

Greg Villalpando
Submittal or Proposal Authorized Signature

1-18-18

Date

The above prices, specifications, and conditions are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined in "Terms" above.

Authorized Signature
Title/Company _____

Date _____

Electric Signs
Neon Borders and Signs
Channel Letters
Wood Signs
Store Fronts

Banners
Window Lettering
Magnetics
Vehicle Lettering
Plastic Signs

Crane Service
Sign Installation
Sign Maintenance
Sign Repair
Custom Sign Design

ESTIMATE

DAVIS SIGN COMPANY

6502 E. BAMBI DRIVE

MESA, AZ 85215

scott@mesacrane.com

(480) 480-993-8612

DATE 1-18-18

Quotation # 0027-2018

Customer ID 001754 12

Quotation valid until: 6-22-18

Customer:

City of San Luis

965 N. Park Ave.

San Luis, Az 85349

Project: 8' X 28' BASEBALL SCOREBOARD

Description	Amount
<p>Survey Site</p> <p>No Permit required to replace existing sign</p> <p>Remove existing and dispose of the existing score board</p> <p>re-sue the existing sign poles & electrical</p> <p>One single face 8' tall by 28' long baseball scoreboard with led digits.</p> <p>Controller to be wireless</p> <p>Color TBD.</p> <p>Warrantee: The sign and install is covered 100% for 12 months from time of install.</p> <p>Sign Install time frame: 60 to 90 day project from time of down payment.</p> <p>Shop drawings to be provided before production.</p>	
<p style="text-align: right;">Date _____</p>	<p>Tax</p>
	<p>Total \$19,850.00</p>

Acceptance of this proposal: We accept all above specifications, and terms.

TERMS:

LED signs have a 50% down required and additional draw of 40% 10days before install and the balanced due upon completion.

Price may change subject to unknown overhead and underground obstructions not visible on site inspection





AGENDA ITEM REVIEW FORM

Regular City Council Meeting

8.A.

Meeting Date: 01/24/2018

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

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

Action Requested: Motion

ITEM:

Discussion and possible action to hold an Executive Session pursuant to A.R.S. §38-431.03(A)(3), (4) and (7) for discussion or consultation with the City Attorney or City's Attorneys for legal advice and in order to consider its position and instruct its attorneys regarding City Council's position regarding contracts that are the subject of negotiations, and/or with designated representatives of City Council in order to consider its position and instruct its representatives regarding negotiations for the lease of real property regarding the lease with Advanced Call Center Technologies (ACT). **(Kay Marion Macuil, City Attorney)**

SUMMARY:

City Council can be properly advised by holding an executive session for the purposes described in the agenda item.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO HOLD AN EXECUTIVE SESSION AS DESCRIBED IN THE AGENDA ITEM.

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):

Fiscal impact is not applicable to this agenda item because under A.R.S. §38-431.03(D), legal action involving a final vote or decision is not permitted to be taken at an executive session.



AGENDA ITEM REVIEW FORM

Regular City Council Meeting

8.B.

Meeting Date: 01/24/2018

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

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

Action Requested: Motion

ITEM:

Discussion and possible action to hold an executive session jointly with the San Luis Facility Development Corporation pursuant to A.R.S. §38-431.03(A) (3) and (4) on any and all matters regarding contracting for surplus buses from the Federal Government for use by the San Luis Regional Detention and Support Center for discussion or consultation for legal advice with the City Attorney or attorneys in order to consider the city's position and instruct its attorneys. **(Kay Marion Macuil, City Attorney and Attorney for the San Luis Facility Development Corporation)**

SUMMARY:

City Council can be properly advised by holding an executive session for the purpose described in the Agenda Item.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO GO INTO EXECUTIVE SESSION AS DESCRIBED IN THE AGENDA ITEM.

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):

Fiscal impact is not applicable to this agenda item because under A.R.S. §38-431.03(D), legal action involving a final vote or decision is not permitted to be taken at an executive session.



AGENDA ITEM REVIEW FORM

Regular City Council Meeting

10.A.

Meeting Date: 01/24/2018

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

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

Action Requested: Motion

ITEM:

Discussion and possible action on any and all matters regarding payment of the Government Property Lease Excise Tax (GPLET) to mitigate damages while negotiating the lease with Advanced Call Center Technologies (ACT). **(Kay Marion Macuil, City Attorney)**

SUMMARY:

We are in negotiations with the city's tenant in the Price Center Building, Advanced Call Center Technologies (ACT), over a disagreement regarding the Government Property Lease Excise Tax (GPLET). Yuma County is owed \$32,425.60 which includes January interest. That is \$425.60 for every month that is late (1.33% simple interest). In order to mitigate damages, staff is requesting that the city pay the tax pending settlement with ACT. As of the writing of this Agenda Item, the City Attorney along with Outside Counsel Bill Sims who is an expert in commercial contracts is close to resolving the matter.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO APPROVE PAYMENT OF \$32,425.60 TO YUMA COUNTY TO PAY THE GPLET PENDING SETTLEMENT WITH ADVANCED CALL CENTER TECHNOLOGIES.

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:	\$32,425.60
BUDGETED AMOUNT:	Not Budgeted
AVAILABLE AMOUNT TO TRANSFER:	N/A
ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE:	802-820-80000 Contractual Services

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

This is under negotiation with Advanced Call Center Technologies.

Attachments

GPLET Amended Return

email from Treasurer

GOVERNMENT PROPERTY LEASE EXCISE TAX (GPLET) RETURN FORM

FOR CALENDAR YEAR / TAX YEAR 2017 *Amended*

Pursuant to A.R.S. §§ 42-6201 through 42-6210

For County Treasurer's Use Only.	Date Received: _____	Penalty Due: Yes <input type="checkbox"/> No <input type="checkbox"/>
---	----------------------	---

Government Lessor (the property owner) must complete Items 1 – 11:

1. Government Lessor:
 Name: City of San Luis E-Mail: kmacuil@cityofsanluis.org
 Address: 1090 E Union Street P.O. Box 1170 San Luis, AZ 85349
 Phone: (928) 341-8526 Contact Person: Kay Macuil

2. Subject Government Property Improvement:
 Property's Name (if applicable): 40,000 sqft Call Center Assessor's Parcel Number: 775-45-194
 Street Address: 580 N. San Luis Plaza Drive San Luis, AZ 85349
 Multiple parcels check here: and attach list.

3. Prime Lessee:
 Name: Advanced Call Center Technologies, LLC E-Mail: N/A Phone: (610) 640-4900
 Address: 1235 Westlakes Drive, Suite 160 Berwyn, Pennsylvania 19312

4. The date of issuance of the original Certificate of Occupancy for the leased improvement is: 02/12/2007
5. Lease Origination Date: 05/01/2007 Lease Termination Date: 05/01/2022

6. Has the lease been **amended** since the last return was filed? Yes No
If yes, attach a separate statement detailing the amendment(s) or attach a copy of the amended lease to this return form.

7. Is there a **predominate use** of the government property improvement subject to your lease? Yes No
*If yes, select the appropriate use below and enter the gross building space or total square footage subject to the lease and the number of parking spaces included in the lease that are located within a parking garage or deck (if applicable).
 If a predominant use **cannot** be identified, select all of the uses subject to the lease and enter the square footage devoted to each use.
 (If additional space is needed, attach a separate page.)*

<input checked="" type="checkbox"/> (Column 5) 1 story office structure	Gross Building Space <u>40,000</u>	Number of Parking Spaces _____
<input type="checkbox"/> (Column 6) 2 to 7 story office structure	Gross Building Space _____	Number of Parking Spaces _____
<input type="checkbox"/> (Column 7) 8 or more story office structure	Gross Building Space _____	Number of Parking Spaces _____
<input type="checkbox"/> (Column 8) Retail structure	Square Footage _____	Number of Parking Spaces _____
<input type="checkbox"/> (Column 9) Hotel/Motel structure	Square Footage _____	Number of Parking Spaces _____
<input type="checkbox"/> (Column 10) Warehouse/Industrial structure	Square Footage _____	Number of Parking Spaces _____
<input type="checkbox"/> (Column 11) Residential-Rental structure	Square Footage _____	Number of Parking Spaces _____
<input type="checkbox"/> (Column 12) All others	Square Footage _____	Number of Parking Spaces _____
<input type="checkbox"/> (Column 13) Parking Garage or Deck (structure only)	Square Footage _____	Number of Parking Spaces _____

8. Is this an **initial** return? (i.e., is this the first time that a return has been filed) Yes No
If yes, and if a "certified statement" of gross building space or total square footage and/or the total number of parking places, as applicable has been obtained, submit a copy of that certified statement with the return form.

9. Is the Prime Lessee claiming that the use of the leased property is **exempt** from the excise tax pursuant to A.R.S. § 42-6208, as indicated by one of the paragraphs numbered 1 through 15 on Page 2 of the return form? Yes No
If yes, indicate the applicable paragraph number here: _____

10. Is the Prime Lessee currently subject to an **abatement** of the Excise Tax? Yes No
If yes, the abatement was approved on: _____ and the abatement terminates on: _____

By signing this form below, the Prime Lessee certifies, under penalty of perjury, that (a) the "gross building space", or the total square footage, and/or the total number of parking spaces, as applicable, has not changed from the previous year's reported figures, and (b) that if the lease is subject to abatement, all elements necessary to qualify for the excise tax abatement are satisfied for the current calendar year/tax year.

 Signature Date

11. Total excise tax amount = \$ 32,000 (calculated amount from worksheet)
 The tax is due and payable to the County Treasurer on or before December 1 of each calendar year.
 Tax amount was calculated using which Rate Chart? A or B

Attach a copy of the completed Worksheet to this Return and submit copies to both the County Treasurer and the Prime Lessee.
 The Prime Lessee should retain a copy of the Return form and the Worksheet utilized (and any other attachments) for their records.
 DOR 82620 (09/2017) 1

Exempt GPLET Improvements

A.R.S. § 42-6208

The GPLET does not apply to:

1. Property used for a governmental activity.
2. Property used for public housing.
3. Easements and rights-of-way of railroads, gas, electric, water, pipeline and telephone utilities.
4. Interests in all or any part of a facility that is owned of record by a government lessor and used primarily for athletic, recreational, entertainment, artistic, cultural or convention activities if the interest is used for those activities or activities directly related and incidental to these uses including concession stands.
5. Property that is used for or in connection with aviation, including hangars, tie-downs, aircraft maintenance, sale of aviation related items, charter and rental activities, commercial aircraft terminal franchises, rental car operations, parking facilities and restaurants, stores and other services that are located in a terminal.
6. The use by a commercial airline of the runways and terminal facilities of state, city, town or county airports and public airports operating pursuant to A.R.S. §§ 28-8423, 28-8424 and 28-8425.
7. Leases of property or interests in a transportation facility that is constructed or operated pursuant to A.R.S. Title 28, Chapter 22.
8. Interests in lands held in trust by this state pursuant to A.R.S. Title 37, Chapter 2, Article 1.
9. Interests in property held in trust for an Indian or an Indian tribe by the U. S. government.
10. Interests in property that is defined as "contractor-acquired property" or "government furnished property" in federal acquisition regulations, 48 Code of Federal Regulations section 45.101, and that is owned by the government and used to perform a government contract.
11. Property of a corporation that is organized by or at the direction of a county, city or town to develop, construct, improve, repair, replace or own any property, improvement, building or other facility to be used for public purposes that the county, city, or town pledges to lease or lease-purchase with county or municipal special or general revenues.
12. Interests in property used by a chamber of commerce recognized under section 501(c)(6) of the United States Internal Revenue Code if the property is used predominately for those federal tax exempt purposes.
13. Interests in property used by organizations that are exempt from taxation under section 501(c)(3) of the United States Internal Revenue Code.
14. Interests in parking garages or decks if they are owned and operated by a Government Lessor, or are operated on behalf of a Government Lessor or by an entity other than the Prime Lessee, pursuant to a management agreement with the Government Lessor.
15. Residential-rentals if the Prime Lessee is the occupant.

Government Property Lease Excise Tax (GPLET) – Worksheet

Pursuant to A.R.S. §§ 42-6201 through 42-6210. These statutes are available at www.azleg.gov or in most public libraries.

THE PROPERTY TAX PERCENTAGE CALCULATION ONLY APPLIES TO TAX RATE CHART B PROPERTIES.

Property Tax Percentage Calculation:

(Use to determine if the reduction rate applies according to the Excise Tax Rate Reduction Criteria listed on page 6 of the Overview and Instructions).

The percentage calculation formula is: The combined primary and secondary property tax rate ÷ the county-wide average property tax rate = the subject improvement's property tax percentage (i.e., ratio) figure.

The subject property's combined rate: _____ ÷ the county-wide average rate: _____ = _____ percent.

For properties that **have a predominate use**, complete section 1.

For properties that **do not have a predominate use**, complete section 2.

SECTION 1 - For properties that have a predominate use:

1. To determine which rate chart applies, please read the Excise Tax Rate Chart Criteria listed on page 6 of the Overview and Instructions. Please mark the rate chart selected: CHART A CHART B
2. From the applicable Rate Chart, in Column 1, enter the property's location category (Row Number) here: Base Row
If the property does not correspond with any of the property location categories, enter "Base Row".
3. From the applicable Rate Chart, in Column 3, if applicable, enter the age range (based on the original Certificate of Occupancy) here: N/A.
4. From the applicable Rate Chart, select the property use Column, as indicated in Item 7 of the Return form and the appropriate property location category and age range listed in Items 2 and 3 above to determine the corresponding Excise Tax Rate. Enter the excise tax rate here: \$0.80.
If the property does not correspond with any of the property location categories, enter the "Base" tax rate from the appropriate Rate Chart for the applicable property use as indicated in Item 7 of the Return form.
5. If applicable, from Column 13 of the appropriate Rate Chart, also enter the tax rate for the same location category and applicable age range listed in Items 2 and 3 above for Parking Structure Spaces here: N/A.
6. Multiply the square footage figure (from Item 7 of the Return form) by the tax rate from Item 4 above, and enter the product (i.e., result) here: \$ 32,000. This is the excise tax for the improvement.
7. If applicable, multiply the number of parking spaces (from Item 7 of the Return form) by the tax rate from Item 5 above, and enter the product here: \$ N/A. This is the excise tax for parking spaces.
8. Add Items 6 and 7 above, and enter the sum here: \$ 32,000. This is the total excise tax.
9. If the government property improvement consists only of a parking garage and/or parking deck, multiply the number of parking spaces located in the parking garage and/or parking deck (from Item 7 of the Return form) by the tax rate from Item 5 above, and enter the product here: \$ N/A. This is the total excise tax for a parking garage or deck only.

NOTE: The total excise tax from Items 8 or 9 above or the total prorated excise tax from the calculation below must be entered in line 11 on the Government Property Lease Excise Tax Return Form.

Proration: If the government property improvement was not leased for the entire current calendar year/tax year, or, if abatement of the excise tax was not applicable to the improvement for the entire current calendar year/tax year, then pursuant to A.R.S. § 42-6203(G), the total amount of excise tax for the entire year, as calculated in Item 8 or 9, above, is to be prorated for the percentage of time of the current calendar year/tax year during which the property was leased, or for the percentage of time during which abatement did not apply.

The excise tax for the entire year (from Item 8 or 9 above) is \$ _____ ÷ 365 = \$ _____ (the tax amount per day)
x number of taxable days _____ = \$ _____ (the prorated excise tax).

From: Angela Moreno [mailto:Angela.Moreno@yumacountyaz.gov]
Sent: Monday, January 8, 2018 9:19 AM
To: Kay Macuil <kmacuil@cityofsanluis.org>
Cc: Carlos Cortes <CCortes@cityofsanluis.org>; Angelica Castro <acastro@cityofsanluis.org>; Joe Wehrle <Joe.Wehrle@yumacountyaz.gov>
Subject: RE: GPLET Process

Good Morning and Happy New Year,

Unfortunately, I will need to collect \$32,425.60 which includes January interest. \$425.60 for every month that is late (1.33% simple interest).

Please let me know how the communication is going.

Angela P. Moreno
Yuma County Treasurer
928-539-7792



AGENDA ITEM REVIEW FORM

Regular City Council Meeting

10.B.

Meeting Date: 01/24/2018

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

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

Action Requested: Motion

ITEM:

Discussion and possible action on any and all matters regarding the possible purchase of buses for the transport of detainees. **(Kay Marion Macuil, City Attorney)**

SUMMARY:

There is a possible opportunity for local governments to purchase surplus buses from the Federal Government suitable for the transport of detainees. At the time of the writing of this summary, staff is working on getting more information about this opportunity including the Federal Government's price for them, when the buses might go on sale etc. Therefore, staff is not able to suggest a more specific motion at this time. However, staff wanted to get this on the agenda as quickly as possible as the buses may be up for sale soon.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO APPROVE PURCHASE OF BUSES IN AN AMOUNT NOT TO EXCEED \$_____.

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: Unknown
BUDGETED AMOUNT: \$0
AVAILABLE AMOUNT TO TRANSFER: Unknown
ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE: Unknown

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

At the time of writing this agenda item, the fiscal impact is not know.
